



AGENDA

REGULAR BOARD MEETING

PLACE: Little Chute Village Hall
DATE: Wednesday, February 19, 2025
TIME: 6:00 p.m.

Join Zoom Meeting

<https://us06web.zoom.us/j/84890377339>

Meeting ID: 848 9037 7339

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: Monthly Report

- 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. Disbursement List
 - 2. Approval of the Minutes of February 5, 2025

- H. Presentation Christine DeMaster Trilogy Associates, LLC—Sewer Ordinance
- I. Discussion/Action—Set Public Hearing Date for Sewer Ordinance for March 19, 2025
- J. Discussion/Action—CTH OO & Holland Road Intersection Improvements Cost Share Agreement
- K. Discussion/Action—Contract Bid Award 2025 Holland Road Resurfacing Project
- L. Discussion/Action—Contract Bid Award and 2025 Budget Adjustment Holland Road Watermain Relocation

- M. Discussion/Action—Contract Bid Award Bid and 2025 Budget Adjustment Sanitary Lining Project E North Ave/CTH OO

- N. Discussion/Action—Award Bid for Water Utility Booster Pumps #2 and #3
- O. Action—Award Bid for Professional Engineering Services: Water Study and Tower Services
- P. Discussion/Action—Holland Road Intergovernmental Cooperation Agreement between Village of Little Chute and Town of Vandenbroek
- Q. Discussion/Action—State Municipal Funding Agreement for Buchanan Overpass
- R. Discussion/Action—Outagamie County Landfill Fire Protection Agreement
- S. Discussion/Action—Commitment Letter Heesakker Park Irrevocable Trust, Associated Trust Company, N.A as Trustee and the Village of Little Chute
- T. Department and Officer Progress Reports
- U. Call for Unfinished Business
- V. Items for Future Agenda
- W. Closed Session:
19.85(1)(e) Wis. Stats. Deliberations or negotiations on the purchase of public properties, investing of public funds or conducting other specific public business when competitive or bargaining reasons require a closed session. *Fire Station*
- X. Return to Open Session
- Y. 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: February 14, 2025

VILLAGE OF LITTLE CHUTE MONTHLY REPORT



Little Chute

ESTABLISHED 1848

January
2025

Village Report to the Board of Trustees

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

VILLAGE OF LITTLE CHUTE MONTHLY REPORT – JANUARY 2025

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

As we continue this effort, the style and metrics will be fine-tuned to better capture operational aspects that will serve staff, the board and public with a more robust understanding of operations. Ultimately, this information can be used to assist in policy and fiscal decisions on the future of Village operations. Ultimately, it is our intention to show how our dedicated team of individuals serve the community while also indicating a monthly snapshot of the fiscal well-being for the Village of Little Chute.

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

Department Overview

The report will track monthly activities for the following:

- Village Administrator
- Clerk
- Community Development
- Finance Department
- Monthly Consolidated Financial Statement by Account
- Little Chute Fire Department
- Fox Valley Metro Police Department
- Little Chute Public Library
- Parks, Recreation and Forestry Department
- Department of Public Works

Questions or Comments

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

Beau Bernhoft
Village Administrator
108 W. Main Street
Little Chute, WI 54140
920-423-3850
beau@littlechutewi.org

VILLAGE ADMINISTRATOR

January Administration Updates

- Working with various stakeholders on upcoming agreements and contracts for Board review/approval.
- Met with the Lexington development team for a pre-construction meeting regarding the Evantra development. We have a final development agreement drafted and reviewed, ready for Board approval.
- Finalized conceptual Fire Station plans with our consultants and the planning team. We are awaiting cost estimates for the 30% progress report. Will be presented to the Board at the February meeting.
- Working with various departments on several Requests for Proposal drafts, to be distributed asap. These include the Heesakker Park Pavilion Project, the Library Space Needs, Metro's Evidence Storage, the Water Study, and a few others.
- Meeting with Department Heads to plan for 2025 projects. Preparing for departmental succession planning and road mapping.

Current Work List and Progress Update

- Working with legal on various ongoing items in the Village.
- Meeting with Kimberly and Metro to discuss Special Event Planning and security measures in preparation for 2025 events.
- Working with Department Heads to ensure all invoices are paid for with 2024 projects and preparing for audit fieldwork with completion of documents.
- Finalizing Development Agreements with Community Development. Continued meetings with stakeholders on opportunities in the Village.

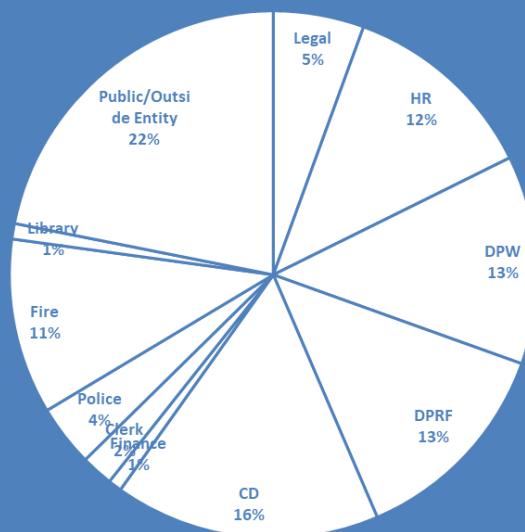
Items for February

- Continue to assist Human Resources in various personnel matters. Work on policy updates and overall handbook review. Onboarding new staff and planning for future retirements.
- Attending the 2025 WCMA Winter Conference in Madison. Key presentations to follow will be *General Leadership and how to bridge the gaps* and *Civic Engagement Improvements*.
- Draft various RFPs and RFQs before years' end to get projects out on time.

Village of Little Chute Monthly Report – January 2025

This chart is updated daily based on Administration time. This is not inclusive of all work hours, only hours tracked providing assistance to individual departments/entities. Last update was 2/14/2025.

2025 TOTAL ADMIN TIME ALLOCATION



VILLAGE CLERK

The Winter Newsletter was completed and mailed to all residents. Completed nomination paperwork for Village Board positions was collected and recorded. The General Election was reconciled and completed by the state. We were informed a February Primary would be necessary and began preparing for it. Poll workers were contacted, supplies ordered and election days plans put into place. Work began on a special Spring Election Newsletter that will go out before the larger Spring Election on April 1st.

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

- Post-Election Reconciliation
- Prepare and plan for February Primary
- Mail Primary Absentee Ballots
- Process Absentee Returns and new requests
- Shared data from social media sites
- Attended Bid Openings
- Agendas/Minutes for meetings
- Continued maintenance of the Village Website
- Updated Newsletter mailing lists
- Work with other Departments to create Social Media schedule, coordinate postings
- Ongoing phone support
- Operator License Renewals
- Prepare and create Election Village Newsletter
- Collect and record nomination paperwork

Goals for February:

- Spring Primary, February 18
- Receive and process absentee ballot requests
- Hold In-Person Absentee Voting, Feb. 4 – 14
- Election reconciliation
- Create and mail Election Newsletter to all residents
- Work with DPW to create spring newsletter
- Begin planning and training for April 1 Election
- Attend Election Training and Webinars
- Process open record requests
- Agendas/Minutes for meetings
- Share data from social media sites
- Maintenance of the Village Website and social media outlets
- Work with other Departments to create Social Media schedule, coordinate postings
- Ongoing phone/supply ordering support

2025 Social Media Metrics		January
	Meta	
	Views	178,671
	Reach	45,852
	Content	
	Interactions	1,811
	Link Clicks	171
	Visits	3,872
	New Follows	53
	Total Followers	7,713
	Top Content	Marty on Small Towns
	Indeed	
	Impressions	153
	Reactions	2
	Reposts	1
	Page Views	27
	Followers	323

FINANCE DEPARTMENT

HIGHLIGHTS

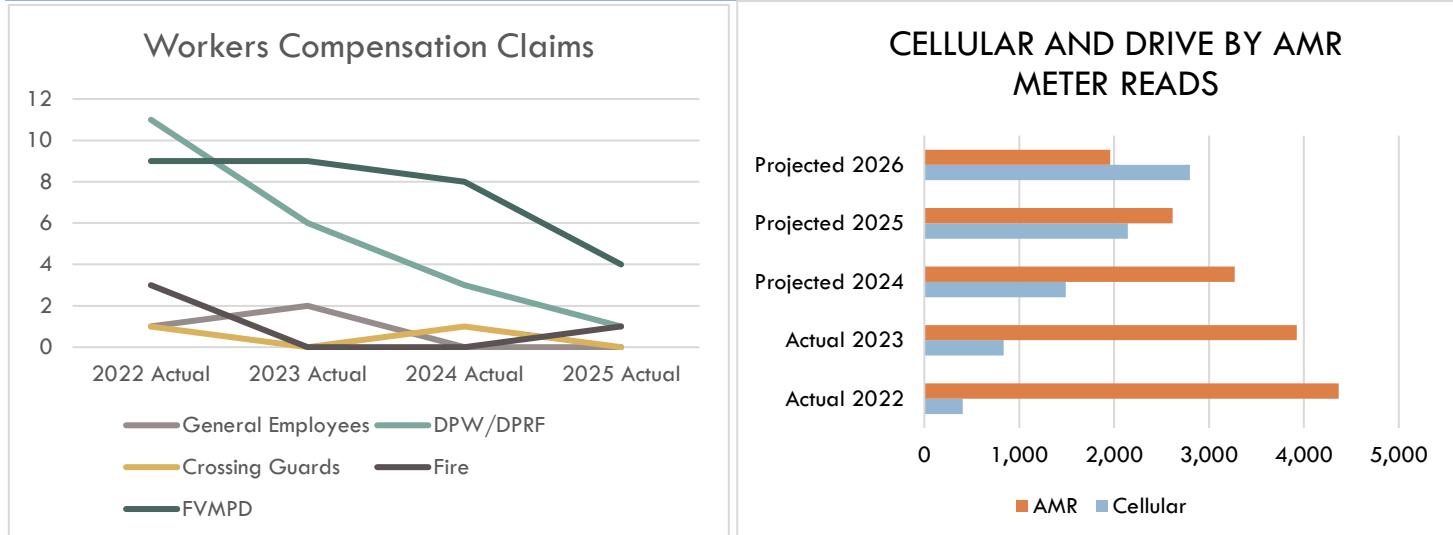
- January Tax Settlement completed with taxing jurisdictions for collections that occurred in December.
- 2024 audit workpaper preparation underway.
- The Payroll & Benefits Specialist updated payrates effective 1/1/25 and replenished leave banks for the new year.
- Payroll & Benefits Specialist updated the payroll system with 2025 dental, vision, life, disability, Wisconsin Retirement System (WRS) and voluntary benefit election changes and premium rates.
- Assisted with onboarding and orientation for the Village's new DPW Operations Manager and three Police Officers.
- 2024 W-2's and 1099's were issued and reported timely.
- Collection of 2025 park rental fees are heavy in January. Rentals awarded first come, first serve.
- Compensatory time for WPPA employees was paid out the first pay period in January per the contract.
- Completed the League Mutual 2024/2025 safety grant on behalf of the Little Chute Fire Department. They were able to purchase 7 new helmets with these funds.
- Annual WRS reporting and reconciliation was completed timely for regulatory required filing.
- Associated Appraisal working to get mobile home appraisals in their system including responsibility for monthly invoice calculations.
- Tax collection is completed and settlement with Outagamie County balanced: \$17.9 million was collected in total comprised of 81.7% paying in person or by mail Village Hall, 9.3% at local banks partnering in collection and 9.1% on the County website by electronic check or credit card.

TOP PRIORITIES FOR FEBRUARY

- 2024 audit preparations will continue. The annual audit fieldwork will take place on March 10th -14th.
- Sewer and refuse rate increases approved will first appear on February 15 invoices (for January service).
- Request reimbursement (chargeback) of 2023 personal property taxes that are eligible per State Statute. This will be the final year as personal property tax was eliminated in 2024.
- Continue to train our new Payroll and Benefits Specialist.
- The worker's compensation audit will take place on February 20 to compute our final premium based on actual 2024 payroll data.
- Collection of 2025 Market on Main vendor and sponsor payments has begun.
- Provide 2024 health insurance premium data to ETF to comply with federal RxDC (Prescription Drug Data Collection) reporting requirements by the Centers for Medicare & Medicaid Services (CMS).
- Affordable Care Act (ACA) Reporting to be completed by the deadline of February 28th.
- The annual Department of Safety Professional Services (DSPS) reporting of 2024 work-related injuries and illnesses deadline occurs in February.

CONTINUOUS IMPROVEMENT EFFORTS

- Additional internal control procedures have been implemented for IRS 1099 form preparation to further justify results and ensure accurate reporting for years to come.
- Partnering with Little Chute Fire Department to implement the Village's background check and screening processes on all new firefighter candidates.
- MiExcel direct download from our general ledger system to various spreadsheets was added to make rollover of annual spreadsheet used for calculating monthly journal entries more efficient.



PERFORMANCE MEASUREMENTS

	Actual <u>2022</u>	Actual <u>2023</u>	Actual <u>2024</u>	Target <u>2025</u>
# Months bank reconciliation completed timely	12	12	12	12
# Of stale checks outstanding	13	9	7	7
Custodial credit risk	\$0	\$0	\$0	\$0
Investment Performance vs Crane Taxable All Money Market Funds Average (2023 and 2024; prior Bloomberg 1-3 Year Treasury Index)	(2.87)% vs (3.8)%	5.02% vs 4.72%	5.22% vs 4.85%	5.00% vs 4.85%
% Of customers paying online	52%	55%	58%	58%
Continuous improvement initiatives	26	24	25	24
Number of special assessment billings	7	273	0	100
Average number of monthly utility bills	4,743	4,775	4,798	4,855
Annual number of utility work orders	904	661	752	820
Annual tax certification letters	647	675	534	580
General obligation bond rating	Aa3	Aa3	Aa3	Aa3
# Of auditor's compliance issues	0	0	0	0
% Of time monthly financials closed within 15 days	100%	100%	100%	100%
% Of staff adequately trained/cross trained	90%	100%	85%	100%

FINANCE LEARNING OPPORTUNITY

Sec. 74.485. Wis. Stats., specifies the charge for converting property that has been classified agricultural. Conversion Charges are notified by the assessors to property owners that an amount may be due. The assessor must also provide the County Treasurer with all of the information that is necessary to compute the Conversion Charges. The report on the charge is available each January and the fee is split 50/50 to the County. The current fees are:

- More than 30 acres \$425 per acre (\$389 in 2024)
- 30 acres or less but at least 10 acres \$638 (\$583 in 2024)
- Less than 10 acres \$851(\$778 in 2024)

The Village received \$18,196.97 in January 2025 for the conversion of a total of 54.05 acres for 29 parcels of land for assessment as of 1/1/24. The largest parcel was 29.01 acres with all others being under 10 acres.

			Over (Under) Budget	% OF BUDGET	Highlight
	JANUARY	YTD 2025	BUDGET 2025	VARIANCE	>100%
GENERAL FUND					
Taxes	445,265.04	445,265.04	975,618.00	(530,352.96)	45.64%
Total Licenses and Permits	5,763.00	5,763.00	82,690.00	(76,927.00)	6.97%
Intergovernmental Aid	186,774.06	186,774.06	2,999,461.00	(2,812,686.94)	6.23%
Public Charges for Service	5,551.02	5,551.02	161,025.00	(155,473.98)	3.45%
Fines and Forfeitures	7,743.71	7,743.71	92,300.00	(84,556.29)	8.39%
Total Interest	10,096.55	10,096.55	164,525.00	(154,428.45)	6.14%
Miscellaneous Revenue	2,536.00	2,536.00	116,437.00	(113,901.00)	2.18%
Other Financing Sources	18,048.15	18,048.15	221,000.00	(202,951.85)	8.17%
Total General Fund Revenue	681,777.53	681,777.53	4,813,056.00	(4,131,278.47)	14.17%
Village Board	5,486.66	5,486.66	118,507.00	(113,020.34)	4.63%
Administration	6,550.23	6,550.23	108,016.00	(101,465.77)	6.06%
Finance	25,427.69	25,427.69	311,424.00	(285,996.31)	8.16%
Clerk	35,230.12	35,230.12	237,984.00	(202,753.88)	14.80%
Community Development - Assessing	8,823.88	8,823.88	81,691.00	(72,867.12)	10.80%
Inspections	10,825.29	10,825.29	167,582.00	(156,756.71)	6.46%
Economic Development	4,549.26	4,549.26	122,539.00	(117,989.74)	3.71%
Village Hall	7,785.22	7,785.22	95,184.00	(87,398.78)	8.18%
Municipal Court	8,602.26	8,602.26	49,201.00	(40,598.74)	17.48%
Unallocated	8,694.00	8,694.00	28,673.00	(19,979.00)	30.32%
Insurance	54,323.84	54,323.84	237,832.00	(183,508.16)	22.84%
Village Promotion and Goodwill	1,378.64	1,378.64	42,071.00	(40,692.36)	3.28%
Fire Operations	50,651.05	50,651.05	301,809.00	(251,157.95)	16.78%
Fire Allocated	34,904.30	34,904.30	374,679.00	(339,774.70)	9.32%
Crossing Guards	7,007.95	7,007.95	81,535.00	(74,527.05)	8.60%
Public Works Administration	4,132.79	4,132.79	106,044.00	(101,911.21)	3.90%
Public Works Engineering & GIS	9,374.09	9,374.09	53,524.00	(44,149.91)	17.51%
Public Works Street Repair and Maintenance	50,916.08	50,916.08	780,810.00	(729,893.92)	6.52%
Public Works Support Services	6,659.78	6,659.78	51,356.00	(44,696.22)	12.97%
Public Works Vehicle Maintenance	23,410.29	23,410.29	137,901.00	(114,490.71)	16.98%
Public Works Snow and Ice Control	32,939.89	32,939.89	232,893.00	(199,953.11)	14.14%
Public Works Weed Control	157.44	157.44	7,132.00	(6,974.56)	2.21%
Public Works Recycling	947.30	947.30	57,158.00	(56,210.70)	1.66%
Park	35,104.85	35,104.85	591,756.00	(556,651.15)	5.93%
Recreation	15,459.80	15,459.80	233,920.00	(218,460.20)	6.61%
Forestry	14,559.50	14,559.50	222,419.00	(207,859.50)	6.55%
Youth Football	559.69	559.69	28,722.00	(28,162.31)	1.95%
Community Band	319.84	319.84	10,694.00	(10,374.16)	2.99%
Transfers	-	-	-	-	#DIV/0!
Total General Fund Expenses	464,781.73	464,781.73	4,873,056.00	(4,408,274.27)	9.54%
GENERAL FUND NET REVENUES (EXPENSES)	216,995.80	216,995.80	(60,000.00)		
SANITATION					
Sanitation Revenues	49,061.22	49,061.22	679,600.00	(630,538.78)	7.22%
Sanitation Expenses	45,202.14	45,202.14	674,790.00	(629,587.86)	6.70%
SANITATION NET REVENUES (EXPENSES)	3,859.08	3,859.08	4,810.00		
FIRE EQUIPMENT DONATION					
Fire Equipment Donation Revenues	52,436.82	52,436.82	102,160.00	(49,723.18)	51.33%
Flag Pole Memorial Expenses	-	-	87,160.00	(87,160.00)	0.00%
FIRE EQUIPMENT DONATION NET REVENUES (EXPENSES)	52,436.82	52,436.82	15,000.00		
HEESAKKER PARK TRUST					
Heesakker Park Trust Revenues	-	-	800,000.00	(800,000.00)	0.00%
Heesakker Park Trust Expenses	-	-	800,000.00	(800,000.00)	0.00%
HEESAKKER PARK TRUST NET REVENUES (EXPENSES)	-	-	-		
AQUATICS					
Aquatics Revenue	65,337.85	65,337.85	211,543.00	(146,205.15)	30.89%
Aquatics Expenses	5,119.09	5,119.09	211,543.00	(206,423.91)	2.42%
AQUATICS NET REVENUES (EXPENSES)	60,218.76	60,218.76	-		

			Over (Under) Budget	% OF BUDGET	Highlight
	JANUARY	YTD 2025	BUDGET 2025	VARIANCE	>100%
LIBRARY/CIVIC CENTER					
Library/Civic Center Revenues	261,073.14	261,073.14	720,664.00	(459,590.86)	36.23%
Library/Civic Center	58,566.91	58,566.91	735,664.00	(677,097.09)	7.96%
LIBRARY/CIVIC CENTER NET REVENUES (EXPENSES)	202,506.23	202,506.23	(15,000.00)		
CONSOLIDATED POLICE SERVICES					
Consolidated Police Services Revenue	1,665,365.16	1,665,365.16	4,579,727.00	(2,914,361.84)	36.36%
Police Services Consolidated	349,577.82	349,577.82	4,579,727.00	(4,230,149.18)	7.63%
CONSOLIDATED POLICE SERVICES NET REVENUES (EXPENSES)	1,315,787.34	1,315,787.34	-		
VAN LIESHOUT RECREATION CENTER					
Van Lieshout Rec Center Revenues	2,966.71	2,966.71	30,800.00	(27,833.29)	9.63%
Van Lieshout Rec Center Expenses	2,363.09	2,363.09	39,314.00	(36,950.91)	6.01%
VAN LIESHOUT NET REVENUES (EXPENSES)	603.62	603.62	(8,514.00)		
PROMOTIONAL FUND					
Promotional Fund Revenues	1,522.64	1,522.64	47,500.00	(45,977.36)	3.21%
Promotional Fund Expenses	-	-	33,500.00	(33,500.00)	0.00%
PROMOTIONAL NET REVENUES (EXPENSES)	1,522.64	1,522.64	14,000.00		
FAÇADE RENOVATION GRANT FUND					
Façade Renovation Grant Fund Revenues	956.50	956.50	5,000.00	(4,043.50)	19.13%
Façade Renovation Grant Fund Expenses	-	-	1,000.00	(1,000.00)	0.00%
COMMUNITY DEVELOPMENT GRANT NET REVENUES (EXPENSES)	956.50	956.50	4,000.00		
NELSON CROSSING MAINTENANCE					
Nelson Crossing Maintenance Revenues	1,630.01	1,630.01	3,632.00	(2,001.99)	44.88%
Nelson Crossing Maintenance Expenses	-	-	3,500.00	(3,500.00)	0.00%
NELSON CROSSING MAINTENANCE NET REVENUES (EXPENSES)	1,630.01	1,630.01	132.00		
EQUIPMENT REVOLVING FUND					
Equipment Revolving Revenue	32,566.31	32,566.31	352,000.00	(319,433.69)	9.25%
Equipment Revolving Expenses	82,994.00	82,994.00	400,000.00	(317,006.00)	20.75%
EQUIPMENT NET REVENUES (EXPENSES)	(50,427.69)	(50,427.69)	(48,000.00)		
FACILITY AND TECHNOLOGY FUND					
Facility and Technology Fund Revenues	64,084.57	64,084.57	141,150.00	(77,065.43)	45.40%
Facility and Technology Fund Expenditures	6,530.00	6,530.00	141,150.00	(134,620.00)	4.63%
FACILITY AND TECHNOLOGY NET REVENUES (EXPENSES)	57,554.57	57,554.57	-		
FIRE STATION CONSTRUCTION					
Fire Station Construction Revenues	3,013.50	3,013.50	6,415,000.00	6,411,986.50	0.05%
Fire Station Construction Expenditures	1,112.55	1,112.55	6,400,000.00	(6,398,887.45)	0.02%
FIRE STATION CONSTRUCTION NET REVENUES (EXPENSES)	1,900.95	1,900.95	15,000.00	12,810,873.95	
TAX INCREMENT DISTRICT 4					
Tax Increment District 4 Revenues	790,256.94	790,256.94	1,858,016.00	(1,067,759.06)	42.53%
Tax Increment District 4 Expenses	630.03	630.03	928,301.00	(927,670.97)	0.07%
TAX INCREMENTAL DISTRICT 4 NET REVENUES (EXPENSES)	789,626.91	789,626.91	929,715.00		
TAX INCREMENT DISTRICT 5					
Tax Increment District 5 Revenues	220,460.77	220,460.77	558,273.00	(337,812.23)	39.49%
Tax Increment District 5 Expenses	1,777.49	1,777.49	396,298.00	(394,520.51)	0.45%
TAX INCREMENTAL DISTRICT 5 NET REVENUES OVER EXPENSES	218,683.28	218,683.28	161,975.00		

			Over (Under) Budget	% OF BUDGET	Highlight
	JANUARY	YTD 2025	BUDGET 2025	VARIANCE	>100%
TAX INCREMENT DISTRICT 6					
Tax Increment District 6 Revenues	1,156,357.61	1,156,357.61	2,459,491.00	(1,303,133.39)	47.02%
Tax Increment District 6 Expenses	8,213.42	8,213.42	1,990,726.00	(1,982,512.58)	0.41%
TAX INCREMENTAL DISTRICT 6 NET REVENUES (EXPENSES)	1,148,144.19	1,148,144.19	468,765.00		
TAX INCREMENT DISTRICT 7					
Tax Increment District 7 Revenues	643,619.67	643,619.67	3,120,318.00	(2,476,698.33)	20.63%
Tax Increment District 7 Expenses	7,280.06	7,280.06	3,378,124.00	(3,370,843.94)	0.22%
TAX INCREMENTAL DISTRICT 7 NET REVENUES (EXPENSES)	636,339.61	636,339.61	(257,806.00)		
TAX INCREMENT DISTRICT 8					
Tax Increment District 8 Revenues	54,882.61	54,882.61	117,194.00	(62,311.39)	46.83%
Tax Increment District 8 Expenses	7,809.36	7,809.36	222,521.00	(214,711.64)	3.51%
TAX INCREMENTAL DISTRICT 8 NET REVENUES (EXPENSES)	47,073.25	47,073.25	(105,327.00)		
PARK IMPROVEMENT					
Park Improvement Revenue	3,779.30	3,779.30	277,800.00	(274,020.70)	1.36%
Park Improvement Expenses	792.50	792.50	108,489.00	(107,696.50)	0.73%
PARK IMPROVEMENTS NET REVENUES (EXPENSES)	2,986.80	2,986.80	169,311.00		
CONSTRUCTION FUND					
Special Assessment Revenue	17,474.97	17,474.97	109,300.00	(91,825.03)	15.99%
Capital Projects Revenue	23,437.13	23,437.13	47,000.00	(23,562.87)	49.87%
TOTAL CONSTRUCTION REVENUE	40,912.10	40,912.10	156,300.00	(115,387.90)	26.18%
Special Assessment Expense	-	-	-	-	#DIV/0!
Construction Projects	3,599.13	3,599.13	434,981.00	(431,381.87)	0.83%
Administration Capital Projects	13,293.57	13,293.57	117,297.00	(104,003.43)	11.33%
TOTAL CONSTRUCTION EXPENSES	16,892.70	16,892.70	552,278.00	(535,385.30)	3.06%
CONSTRUCTION FUND NET REVENUES (EXPENSES)	24,019.40	24,019.40	(395,978.00)		
SEWER					
Sewer Revenues	295,995.39	295,995.39	4,749,204.00	(4,453,208.61)	6.23%
Sewer Capital	2,762.59	2,762.59	100,713.00	(97,950.41)	2.74%
Sewer Financing	21,900.00	21,900.00	266,118.00	(244,218.00)	8.23%
Sewer Treatment	172,268.59	172,268.59	2,377,400.00	(2,205,131.41)	7.25%
Sewer Collection	14,545.36	14,545.36	266,878.00	(252,332.64)	5.45%
Sewer Customer A/R	14,850.75	14,850.75	176,817.00	(161,966.25)	8.40%
Sewer Admin and General	29,984.20	29,984.20	230,805.00	(200,820.80)	12.99%
TOTAL SEWER EXPENSES	256,311.49	256,311.49	3,418,731.00	(3,162,419.51)	7.50%
SEWER NET REVENUES (EXPENSES)	39,683.90	39,683.90	1,330,473.00		
WATER UTILITY					
Water Utility Revenues	227,394.27	227,394.27	3,482,262.00	(3,254,867.73)	6.53%
Water Capital Projects	1,034.87	1,034.87	8,713.00	(7,678.13)	11.88%
Water Financing	61,577.34	61,577.34	793,895.00	(732,317.66)	7.76%
Water Source	616.30	616.30	77,361.00	(76,744.70)	0.80%
Pumping	18,975.98	18,975.98	335,494.00	(316,518.02)	5.66%
Water Treatment	60,886.23	60,886.23	767,558.00	(706,671.77)	7.93%
Water Distribution	119,445.45	119,445.45	857,649.00	(738,203.55)	13.93%
Customer A/R	7,184.25	7,184.25	92,702.00	(85,517.75)	7.75%
Admin and General	39,384.88	39,384.88	240,291.00	(200,906.12)	16.39%
TOTAL WATER EXPENSES	309,105.30	309,105.30	3,173,663.00	(2,864,557.70)	9.74%
WATER NET REVENUES (EXPENSES)	(81,711.03)	(81,711.03)	308,599.00		

			Over (Under) Budget	% OF BUDGET Highlight
	JANUARY	YTD 2025	BUDGET 2025	VARIANCE
				>100%
STORMWATER UTILITY				
Stormwater Revenue	117,845.85	117,845.85	3,960,370.00	(3,842,524.15)
Stormwater Capital Projects	513,724.05	513,724.05	533,515.00	(19,790.95)
Storm Financing	46,254.57	46,254.57	583,553.00	(537,298.43)
Storm Pond Maintenance	2,146.35	2,146.35	170,768.00	(168,621.65)
Storm Collection	8,159.11	8,159.11	248,765.00	(240,605.89)
Storm Customer A/R	5,519.23	5,519.23	70,327.00	(64,807.77)
Storm Admin and General	34,098.64	34,098.64	252,393.00	(218,294.36)
TOTAL STORM EXPENSES	609,901.95	609,901.95	1,859,321.00	(1,249,419.05)
STORMWATER NET REVENUES (EXPENSES)	(492,056.10)	(492,056.10)	2,101,049.00	32.80%

2024-2025 Budget Carryover for projects not completed at 12/31/24 will not occur until March 2025 as need all invoices to be processed for 2024 before doing so and still awaiting many from vendors.

Continue to see interest and investment income impacted as result of the market. The unrealized losses that exist now will **not** be recognized as long as the assets are held until maturity. The Village invests in varying maturities to match cash flow needs. An unrealized loss exists when a longer term asset the Village owns price has declined in the marketplace due to varying interest rates. Each month end, Generally Accepted Accounting Principles require that we record an unrealized loss (or gain) to recognize market impacts. The market to face value total for the Village at the end of January is a \$65,473 unrealized loss.

Annual website support (Clerk), annual support for TIPSS (Court,) first quarter business insurance (various funds), Fire annual Length of Service Awards 2025 Program contributions made, snow and Ice higher for January due to weather events, vehicle allocation entry not complete for January (waiting for invoice from the County). Vehicles on order from prior year were received in January with carryover budget pending annual process in March thus the variance in January. Stormwater Ebben Storm project progressing while carryover budget from 2024-2025 will lag thus variance.

Capital Contributions (revenue) are not recorded until year end (capital assets paid for by TID or contributed by developers) in the Sewer Utility (\$978,000), Water Utility (\$866,000) and Stormwater (\$2,539,000).

Capital assets are shown as expense in utilities for monitoring until capitalized as part of year end audit preparation.

Community Development

JANUARY/FEBRUARY HIGHLIGHTS

- Met with Commercial Developers and architects regarding development sites in and out of TIDs in village.
- Continued Inspections of homes, apartments, and commercial projects.
- Fielded a number of Code Compliance concerns. Staff continues to work with the FVMPD Community Services Officers to obtain compliance.
- Community Development Director is working with the Village's consultant to finalize the zoning map. There were a number of updates needed. Having a current zoning map available to staff and the public will be invaluable.
- Our department is reviewing current Building Permit fees to ensure Village costs are covered by the Inspection fees and to confirm we are on target with our surrounding communities.

TOP PRIORITIES FOR FEBRUARY 2025

- Meet with builders and owners about upcoming commercial projects.
- Work with developers regarding Commercial/Industrial projects.
- Continued Inspections of homes, apartments, industrial and commercial projects.
- Assist developers, surveyors, and realtors with zoning requirements.
- Work through Site Plan review on multiple projects
- Review the work to update Section 8 and create a code section that leans on the state DSPS code requirements to reduce chances for conflicts between our local code and state building code.
- Prioritize Municipal Code updates for 2025.
- Begin work on creating a TID Policy and application form.
- Work with FVMPD to develop a standard operating procedure for Code Compliance.
- Focus on development and re-development in downtown. There have been a number of discussions and inquiries. Staff is hoping to capitalize on this interest and keep momentum moving forward.
- Continue analyzing Building Permit fees in preparation of the 2026 budget cycle.

Community Development

BUILDING PERMIT SUMMARY

Building Permits Issued in January 2025

# Residential	# Commercial	Total	Total \$ Fees	Est. Construction \$
18	0	18	\$6,230	\$1,131,501

Permits Issued in 2025 as of February 13, 2025

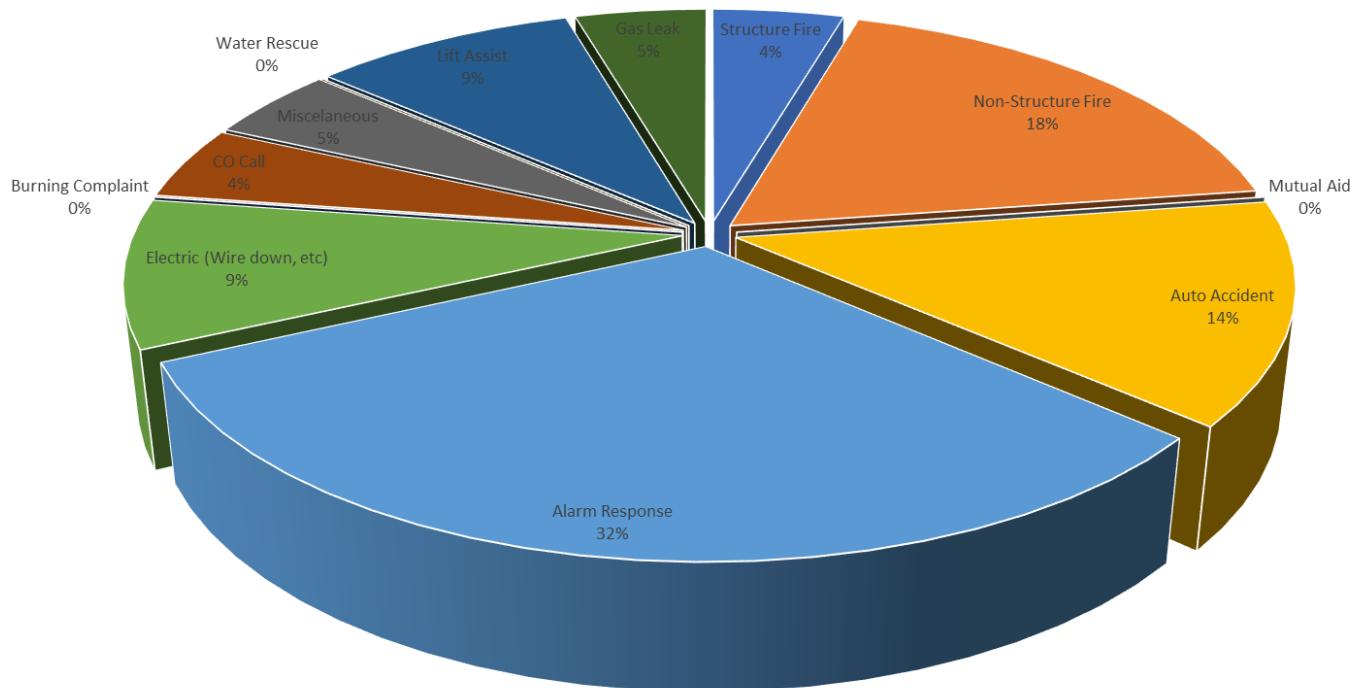
Total # of Permits	Total \$ Fees	Est. Construction \$
25	\$7,155	~ \$1,141,501

Number of New Home Permits Year To Date

# New Single Family	# Duplexes	Total
0	2	2

Little Chute Fire Department

2025 Summary - Calls by Type



LCFD Incident Report - January**Number of Incidents: 22****Incidents Last Year: 17****Year-to-Date: 22**

Date	Time	Incident Number	Location	Description	Response	Vehicles
1/1/2025	10:33	25LC00001	800 E Elm Drive	Snowmobile fire near storage unit	Extinguish - mostly out on arrival	3621 - Engine
1/3/2025	18:51	25LC00002	614 Sanitorium Ct	Lift assist request	Assist resident	3621 - Engine
1/4/2025	1:13	25LC00003	1415 W Main	Vehicle struck pole	Clean up accident while WE Energies fixes pole	3621 - Engine
1/5/2025	7:54	25LC00004	41 Offramp - Freedom Rd	Truck on fire	Cancelled by dispatch - truck kept driving	3621 - Engine
1/7/2025	2:55	25LC00005	3001 Spirit Ct	Burn complaint - pallets behind building	Extinguished pallets being burned	3621 - Engine
						3621 - Engine
						3641 - Aerial
1/7/2025	21:31	25LC00006	120 W Greenfield Dr	Lithium battery fire	Ventilated	3671 - Squad
1/13/2025	5:40	25LC00007	Freedom Rd & Hwy 41 NB	Two vehicle accident	Accident cleanup	3621 - Engine
1/13/2025	11:45	25LC00008	1515 Vandebroek Rd	Lift assist request	Assisted person getting up	3621 - Engine
1/14/2025	17:58	25LC00009	1415 W Main St	Water flow alarm sounding	Cancelled by IC	
						3621 - Engine
1/17/2025	20:10	25LC00010	1419 Holland Rd	Alarm sounding - landfill office	Investigate - mechanical issue found	3641 - Aerial
1/19/2025	15:17	25LC00011	1415 W Main St	Alarm sounding - resident pulled	Investigate - resident pulled	
1/20/2025	8:13	25LC00012	628 Grand Ave	Smoke detector sounding	Smoke from furnace drafting in	3621 - Engine
1/20/2025	11:24	25LC00013	1621 W Main St	CO test requested - ill occupant	Nothing found	3621 - Engine
						3621 - Engine
						3641 - Aerial
1/20/2025	18:46	25LC00014	1030 W Elm Dr	Microwave beeping - occupant thought was smoke alarm	Investigate - false alarm	3671 - Squad
						3621 - Engine
1/21/2025	8:42	25LC00015	628 Grand Ave	Smoke detector sounding	False alarm - reset	3641 - Aerial
1/21/2025	23:24	25LC00016	517 W Elm	Smoke detector keeps sounding	False alarm - bad detector	3621 - Engine
1/26/2025	1:36	25LC00017	W North Ave & Hwy 441 NB	Accident	Command provided scene safety	
						3641 - Aerial
26-Jan	13:49	25LC00018	1415 W Main St	Alarm sounding due to kitchen fire	Ventilate - out when arrived	3671 - Squad
28-Jan	11:52	25LC00019	3025 Spirit Ct	Workers hit gas line underground	Provide safe area until turned off	3621 - Engine
28-Jan	13:49	25LC00020	2031 W Main St	Smoke in basement, electrical issue	Spray ABC extinguisher, ventilate	3641 - Aerial
28-Jan	15:33	25LC00021	E Elm Drive & Nixon	Low hanging power line	Provide safe area	3621 - Engine
						3621 - Engine
						3641 - Aerial
29-Jan	22:22	25LC00022	944 E Elm Drive	Stove on fire	Extinguish, ventilate	3671 - Squad



FOX VALLEY METRO POLICE DEPARTMENT

PERSONNEL

February Anniversaries:

Lieutenant Mark Wery – 17 years of service

Investigator Scott Van Schyndel – 16 years of service

Community Service Officer Hannah Vallafskey – one years of service

School Crossing Guard Linda Doering – 37 years of service

March Anniversaries:

Captain Jeremy Slotke – 20 years of service

Lieutenant Michael Gostisha – 13 years of service



Linda Doering

Jake Klasinski is our newest patrol officer. Jake started with us on January 20th. Jake graduated from the basic law enforcement academy in December from Mid-State Technical College in Stevens Point. He has started the 12-week field training process. Jake is filling the patrol vacancy created by Officer Boucher's resignation earlier this month.

Administrative Manager Meghan Krause submitted her resignation which is effective February 14th. We have started the hiring process to immediately fill this critical position. Job postings were posted on the village website, WILENET, LinkedIn and Indeed. To date we have received over 20 applications. The deadline for submitting applications is February 20th.

Officer Kathryn Ecker is nearing completion of her field training program.

TRAINING

Sworn officers are participating in training in the following:

- New Pepperball launcher and the new 40mm munitions launcher.
- Firearms training and the state, pistol qualification course.
- DAAT (Defensive And Arrest Tactics).
- Application of the WRAP body restraint system.
- Legal /case law updates.

Officer Seavey and Officer Mocadlo are scheduled to attend FTO certification training in the coming months.

Officer Delvoye is scheduled to begin UAV Pilot training.

Officer Radka is attending training presented by the National Association of School Resource Officers.

BUDGET & FINANCE

No report.

ADMINISTRATION

During the month of January, the clerical section assisted with 187 phone calls regarding info on scams/ordinances and assisted in screening up 26 phone calls for dispatch. They completed 15 In- Custody/Referral reports for the district attorney's office and courts and processed 236 municipal citations and warnings. There was a total of 235 Parking Citations entered into the system and/or payment made.

The clerks completed multiple bartender license application requests, crash reports, warrant returns, open records and evidence requests, imputing dispositions into our Records Management System, as well as reading reports.

Our Desk Clerk, Sarah Lenz, just completed WIBRS (Wisconsin Incident Based Reporting System) training and has a better knowledge and understanding of what needs to be reported and how we do this.



<https://www.doj.state.wi.us/dles/bjia/wibrs-data>

A formal RFP document was sent out to various building and construction firms on 02/10/2025. The RFP is for the construction of a property and evidence storage facility. Both the village boards approved this step in late January.

Use the QR code to access the RFP document on our website.



PATROL & INVESTIGATIONS

On Friday, 02/07/2025, our department was involved in a critical incident in the 400 block of E. Kimberly Ave. Use the QR code to link to the media release that was issued on our Facebook Page.



FLEET

The department sought multiple competitive bids for the purchase of the 2025 squad cars. Bergstrom Ford of Neenah responded with the lowest bid, and we have placed an order for the two new squad cars with them. Production time is about four months out.

SPECIAL EVENTS / COMMUNITY OUTREACH

The department received a donation of \$1,000.00 from the Fox Cities Marathon. The letter states "This contribution is in recognition of your department's support and efforts in creating a safe event for our participants."

Monthly Activity

Below is a three-month comparison for calls for service in the Village of Little Chute.





FOX VALLEY METRO POLICE DEPARTMENT

Month-to-Date CAD Call Detail

Month-To-Date CAD Received Calls

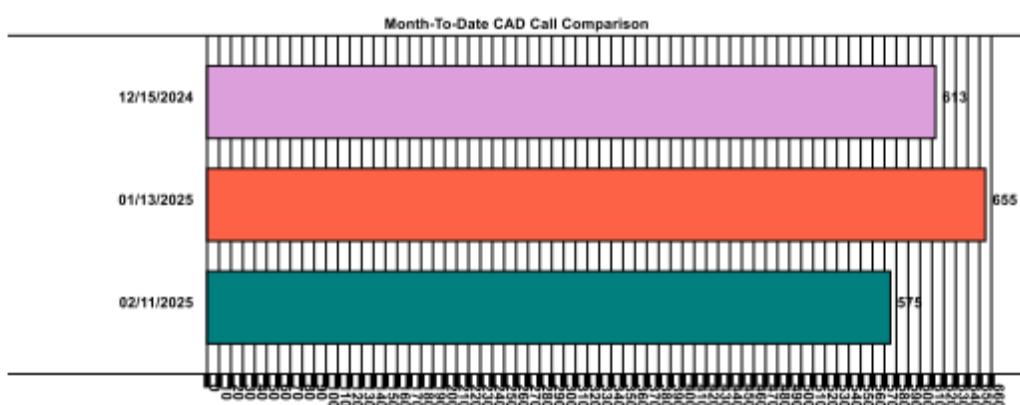
Call Nature	01/14/2025	12/16/2024	1 mo %	11/17/2024	2 mo %
	to 02/11/2025:	to 01/13/2025:	change:	to 12/15/2024:	change:
911 Mis dial	28	32	-12.5%	39	-28.2%
Abandoned Vehicle	2	0	N/A	2	0.0%
Abdominal C-Charlie Response	0	2	-100.0%	0	N/A
Accident in a Parking Lot	2	4	-50.0%	5	-60.0%
Accident with Injury	0	4	-100.0%	0	N/A
Accident with Scene Safety	2	3	-33.3%	0	N/A
Accident with Spill Cleanup	1	1	0.0%	0	N/A
Alcohol Violations	0	1	-100.0%	1	-100.0%
Allergies A-Adam Response	0	0	N/A	1	-100.0%
Allergies C-Charles Response	0	1	-100.0%	0	N/A
Animal Bite	0	1	-100.0%	1	-100.0%
Animal Call	10	16	-37.5%	11	-9.1%
Assist Citizen or Agency	47	50	-6.0%	60	-21.7%
Back Problem A-Adam Response	1	0	N/A	1	0.0%
Back Problem C-Charles Response	0	1	-100.0%	0	N/A
Battery	0	0	N/A	1	-100.0%
Bicycle Stop	0	2	-100.0%	1	-100.0%
Bleeding A-Adam Response	0	2	-100.0%	0	N/A
Bleeding B-Boy Response	0	0	N/A	1	-100.0%
Bleeding D-David Response	1	0	N/A	1	0.0%
Breathing Problem C-Charles	1	0	N/A	0	N/A
Breathing Problem D-David	2	5	-60.0%	5	-60.0%
Burglary	0	1	-100.0%	0	N/A
Business Check	0	3	-100.0%	1	-100.0%
Carbon Monoxide Alarm	1	1	0.0%	1	0.0%
Chest Complaint C-Charles	1	1	0.0%	1	0.0%
Chest Complaint D-David	0	2	-100.0%	4	-100.0%
Civil Matter Assist	1	0	N/A	0	N/A
Civil Process	7	7	0.0%	5	40.0%
Crime Prevention	29	21	38.1%	22	31.8%
Damage to Property	0	0	N/A	3	-100.0%

Village of Little Chute Monthly Report – January 2025

Diabetic Issue C-Charles	0	0	N/A	4	-100.0%
Diabetic Issue D-David	0	0	N/A	1	-100.0%
Disturbance	8	11	-27.3%	17	-52.9%
Disturbance with a Weapon	1	2	-50.0%	0	N/A
Domestic Disturbance	1	0	N/A	0	N/A
Drug Complaint	5	4	25.0%	3	66.7%
Escort Funeral - Citizen	0	0	N/A	1	-100.0%
Fainting A-Adam	1	1	0.0%	2	-50.0%
Fainting C-Charles	0	2	-100.0%	2	-100.0%
Falls A-Adam Response	1	4	-75.0%	1	0.0%
Falls B-Boy Response	0	5	-100.0%	4	-100.0%
Falls D-David Response	0	1	-100.0%	3	-100.0%
Fire Alarm Commercial	7	0	N/A	5	40.0%
Fire Alarm Residential	1	0	N/A	4	-75.0%
Fire Oversized/Commercial Veh	0	2	-100.0%	0	N/A
Fire Stuck Elevator Rescue	0	1	-100.0%	0	N/A
Fire Unauthorized Burning	1	1	0.0%	0	N/A
Fire Vegetation or Grass	1	1	0.0%	0	N/A
Fire Vehicle Small	0	2	-100.0%	2	-100.0%
Follow Up	13	33	-60.6%	26	-50.0%
Fraud Complaint	7	5	40.0%	8	-12.5%
Harassment	5	5	0.0%	8	-37.5%
Hazard in Roadway	4	13	-69.2%	10	-60.0%
Heart Problem C-Charles	0	1	-100.0%	0	N/A
Heart Problem D-David	0	1	-100.0%	1	-100.0%
Jail GPS Checks	28	28	0.0%	33	-15.2%
Juvenile Complaint	2	5	-60.0%	5	-60.0%
Law Alarms - Burglary Panic	2	9	-77.8%	8	-75.0%
Lost or Found Valuables	2	4	-50.0%	4	-50.0%
Medical Assistance No Injury	4	7	-42.9%	3	33.3%
Medical Pre-Alert	2	4	-50.0%	1	100.0%
Missing Person	0	1	-100.0%	0	N/A
Motorist Assist	21	24	-12.5%	14	50.0%
Natural Gas or Propane Leak	1	0	N/A	1	0.0%
Noise Complaint	4	3	33.3%	7	-42.9%
Ordinance Violation	3	4	-25.0%	8	-62.5%
PNB B-Boy Response	1	0	N/A	1	0.0%
PNB E-Edward Response	1	4	-75.0%	1	0.0%
Parking Enforcement	5	3	66.7%	5	0.0%
Parking Request	1	1	0.0%	2	-50.0%
Reckless Driving Complaint	17	28	-39.3%	23	-26.1%

Village of Little Chute Monthly Report – January 2025

Restraining Order Tracking	1	0	N/A	0	N/A
Retail Theft	0	1	-100.0%	1	-100.0%
Runaway Juvenile	1	1	0.0%	5	-80.0%
Scam	2	1	100.0%	3	-33.3%
School Safety	21	13	61.5%	16	31.2%
Seizure A-Adam Response	1	0	N/A	0	N/A
Seizure C-Charles Response	0	1	-100.0%	0	N/A
Seizure D-David Response	1	1	0.0%	1	0.0%
Sex Offense	2	2	0.0%	1	100.0%
Sick A-Adam	1	4	-75.0%	1	0.0%
Sick C-Charles	2	2	0.0%	2	0.0%
Sick D-David	1	1	0.0%	1	0.0%
Stroke C-Charles	3	2	50.0%	3	0.0%
Structure Fire Smoke or Flame	3	1	200.0%	0	N/A
Suicide A-Adam	0	0	N/A	1	-100.0%
Suspicious Incident	11	10	10.0%	6	83.3%
Suspicious Person	2	4	-50.0%	3	-33.3%
Suspicious Vehicle	7	7	0.0%	2	250.0%
Testing Only	2	1	100.0%	3	-33.3%
Theft Complaint	5	3	66.7%	8	-37.5%
Theft of Automobile Complaint	1	3	-66.7%	1	0.0%
Traffic Enforcement	24	9	166.7%	9	166.7%
Traffic Stop	144	149	-3.4%	90	60.0%
Transport	0	1	-100.0%	0	N/A
Transport Accident A-Adam	0	1	-100.0%	0	N/A
Traumatic Injuries A-Adam	2	1	100.0%	1	100.0%
Trespassing	4	2	100.0%	4	0.0%
Unconscious D-David	4	1	300.0%	4	0.0%
Unlocked or Standing Open Door	1	1	0.0%	0	N/A
Vehicle Accident	13	21	-38.1%	26	-50.0%
Vehicle Lockout	5	3	66.7%	3	66.7%
Wanted Person or Apprehension	1	2	-50.0%	4	-75.0%
Welfare Check	21	25	-16.0%	29	-27.6%
Wire Down	3	0	N/A	0	N/A





January Library Report

HIGHLIGHTS

- Hiring and training of a new Library Assistant.
- Posted job opening for a new Student Library Assistant.
- Megan continues to serve on the ILS Exploration Committee for OWLSnet.
- Circulation was up 23.38% in January 2025 compared to January 2024.
- Public computer use was up 92.79% in January 2025 compared to January 2024.
- Programming Statistics:
 - We offered 38 programs in January; total program participation was 659 people.
- The Appleton Public Library is reopening on February 15.
- Working on the library's annual report.
- Megan and Taylor both attended the Wild Wisconsin Winter Web Conference.

UPCOMING GOALS

- Continue to clean out and organize the main storage closet.
- Continue to work on cleaning up the Library of Things collection.
- Continue to clean up library records in the integrated library system.
- Interview, hire, and train new Student Library Assistant who will start in February or early March.
- Begin work on RFP for the space needs assessment.
- Continue updating job descriptions.

Parks, Recreation, Forestry & Facilities

HIGHLIGHTS

- Continued work for 2025 Market on Main event.
- Mailed out summer staff return letters.
- Installed ice rinks at Legion Park Shelter and Heesakker Park.
- Received Ash Tree Removal Bids
- Continued Zone C trimming.
- Restored and repainted all park picnic tables.
- Started installation shelving in Van Lieshout shed and staircase in Jets storage.
- Worked with Splash Pad consultant on bid packet.
- Received \$365 for 20% of 2024 Kayak Rental revenue. Decrease of \$367.69 from 2023.
- Facility rentals began on 1/2 for Open-Air Parks Shelters, Indoor Civic Center Rooms, and Indoor Van Lieshout Rec Center.
- Applications for summer part-time jobs available starting 1/2 (application deadline 3/1); availability promoted on social media, e-newsletter, school announcements.
- Solicit sponsors for our Every Kids Counts Financial Assistance Program.
- Final prep for adult yoga & senior yoga programs.
- Little Stars (*elementary school age kids*) Competitive Dance Team competed at Kaukauna Dance Invite 1/11 and placed 5th in Elementary Age Poms.
- Chute-ing Stars Competitive Dance Team had three competitions this month. At the Freedom Dance Invite 1/4 they placed 1st in MS Kick & 1st in D3 MS Pom. At the Kaukauna Dance Invite 1/11 they placed 1st in MS Kick & 1st in D3 MS Pom. At the State JEM Competition 1/19 they were awarded State Champions in MS Kick & D3 MS Pom.
- Worked on updates to program offerings, fees, dates, descriptions, etc. for our 2025 Spring/Summer Program Book; information and pictures being sent to graphic artist for book layout.

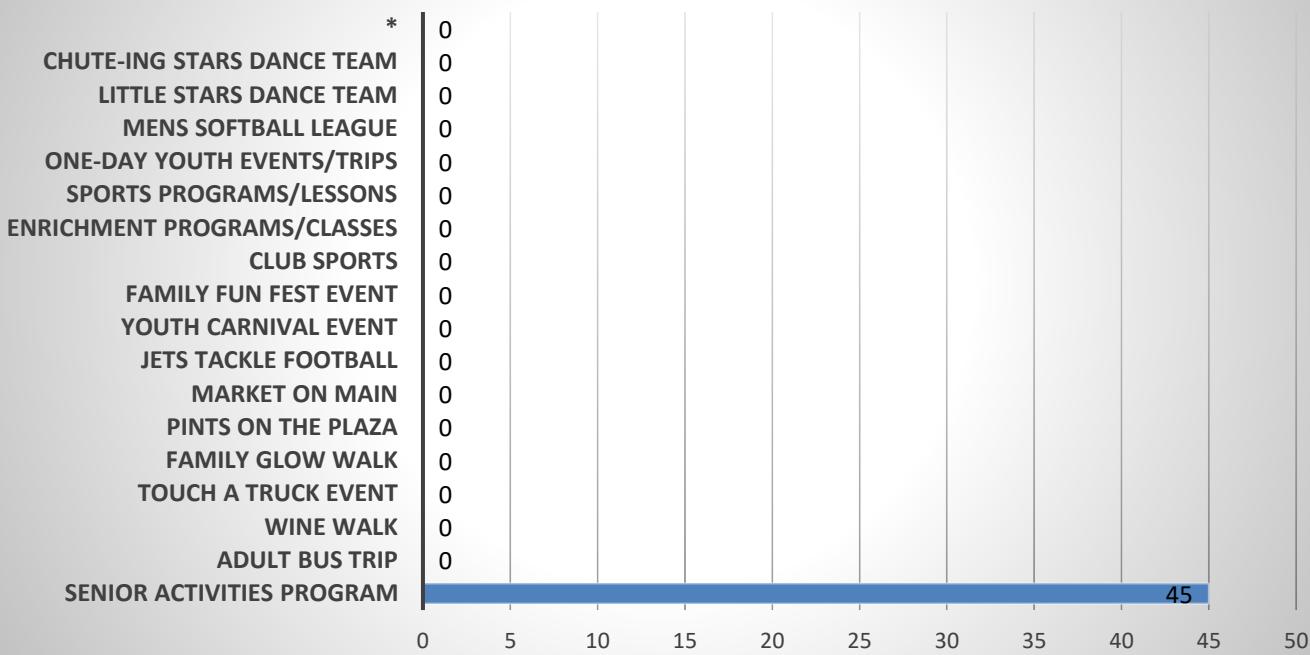


TOP PRIORITIES FOR FEBRUARY

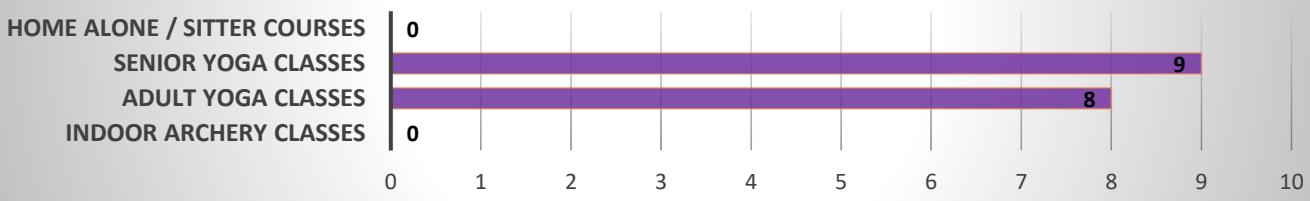
- Director and Program Supervisor to attend WPRA Annual Conference for continuing education in Wisconsin Dells from 2/4-2/7.
- Wrap up Zone C tree trimming.
- Host Chainsaw Safety Course and Tree Trimming/Pruning education course.
- Continue efforts on Heesakker Trust donation.
- Continue with in-house tree removals.
- Wrap up shelving in Van Lieshout shed and staircase in Jets storage.
- Finalize musicians for Market on Main. Work with non-profit to take over event.
- Finalize contracts with entertainers for Family Fun Fest and Youth Carnival.
- Submit facility request use forms to school district for Chute-ing Stars mtg/tryouts & summer basketball.
- Submit facility request use form to school district for Jets Football home games in fall.
- Contract jets away game buses, home game officials, and home game athletic trainer.
- Order tree saplings from DNR for our Arbor Day event in early May.
- Solicit quotes for summer tee shirt program printer.
- Request Main Street closure permit from Wis DOT for 6/7 Cheese Fest parade & walk-run..
- Review Spring/Summer Program Book updates and do final changes.
- Website updates to department pages - spring/summer book, program options, forms, and pool information.
- Build spring/summer programs into RecDesk for start of registration 4/1.



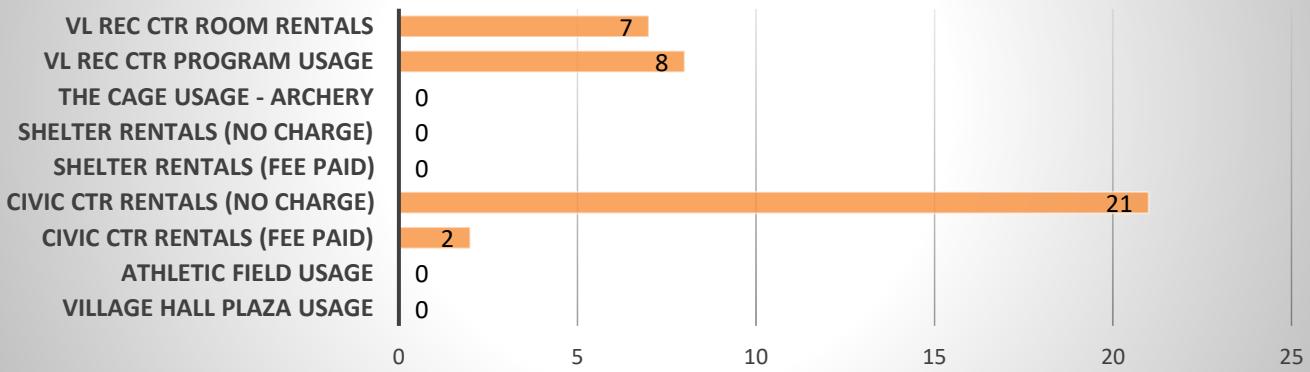
2025 Y-T-D PROGRAM PARTICIPATION



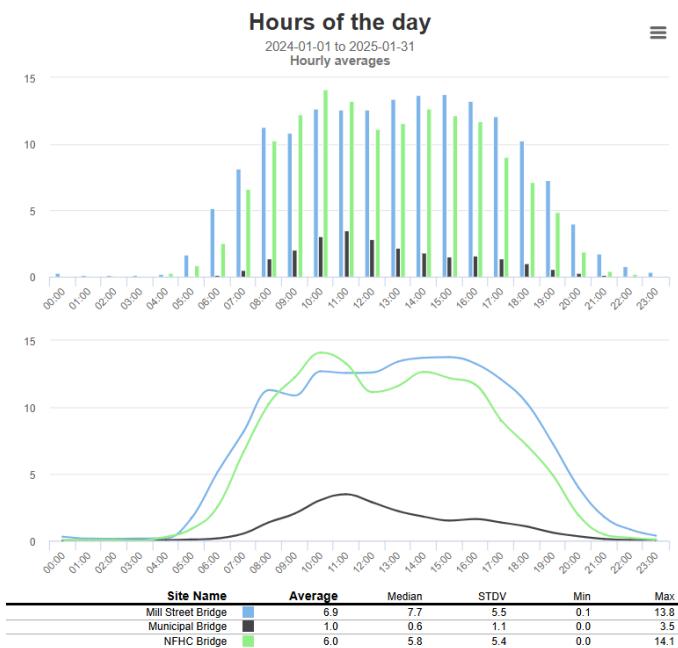
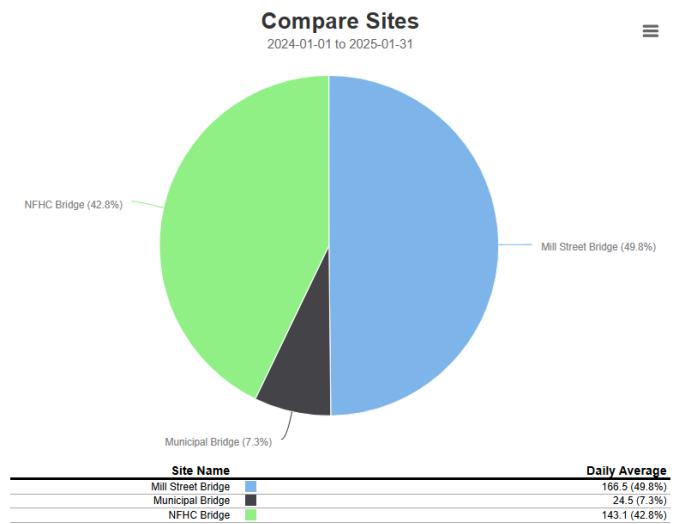
2025 Y-T-D VAN LIESHOUT REC CTR PROGRAMS



2025 Y-T-D SHELTER/FACILITY/FIELD USAGE



Trail Counter Information



Day	Mill Street Bridge	Municipal Bridge	NFHC Bridge
2025-01-01	49	14	73
2025-01-02	75	16	68
2025-01-03	57	12	30
2025-01-04	67	15	27
2025-01-05	47	15	46
2025-01-06	75	23	64
2025-01-07	61	17	43
2025-01-08	55	23	34
2025-01-09	58	40	60
2025-01-10	42	16	63
2025-01-11	134	59	141
2025-01-12	33	6	47
2025-01-13	19	6	18
2025-01-14	25	3	19
2025-01-15	50	18	29
2025-01-16	56	15	81
2025-01-17	98	38	121
2025-01-18	78	24	97
2025-01-19	12	4	12
2025-01-20	27	2	6
2025-01-21	17	2	7
2025-01-22	31	6	20
2025-01-23	45	15	30
2025-01-24	40	13	36
2025-01-25	75	48	73
2025-01-26	79	35	106
2025-01-27	44	11	45
2025-01-28	67	15	54
2025-01-29	94	26	65
2025-01-30	184	67	231
2025-01-31	78	37	87
	1872	641	1833

*Counter error on Municipal Bridge counter. Working to resolve.

Running Total		
Mill Street Bridge	Municipal Bridge	NFHC Bridge
221,635	202,304	189,173
Counts are as of 6.15.12 to present		

Department of Public Works

Monthly Report – January 2025

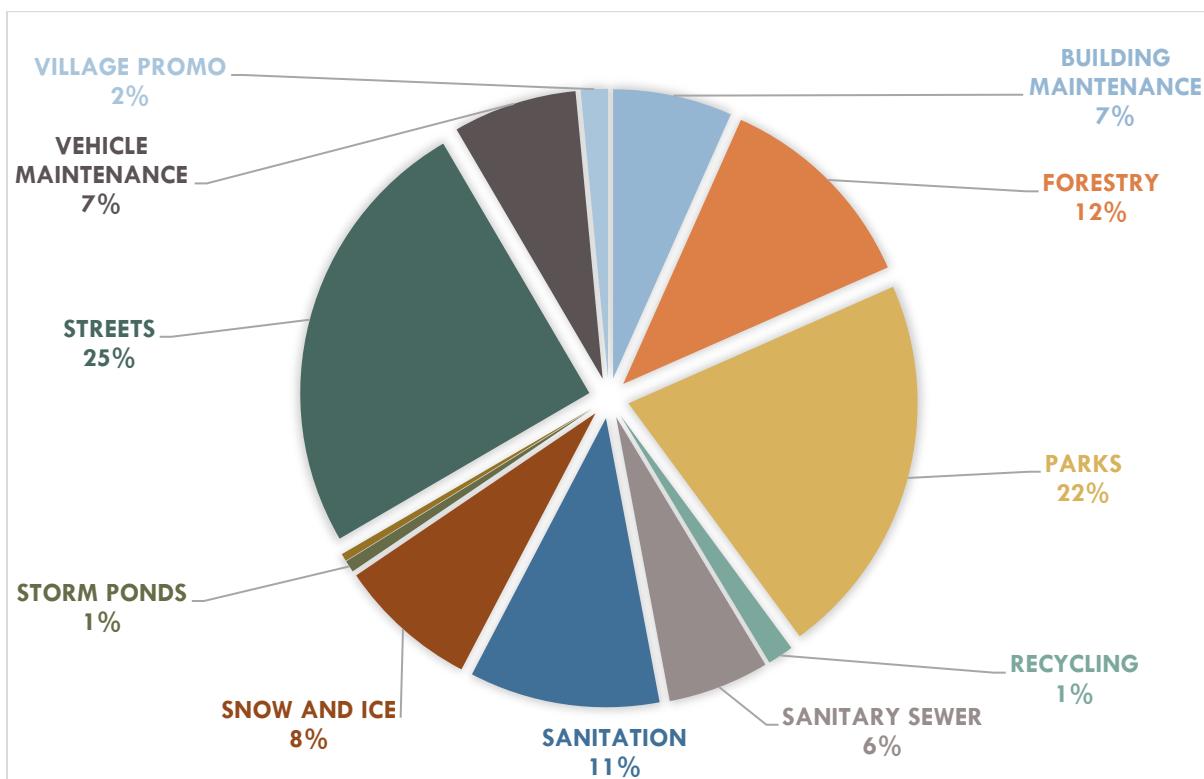
Highlights

- Employees replaced batteries, maintained, and read laser meters in sanitary sewer system.
- Erosion control and storm water permits were monitored.
- Salt barrels were maintained and filled throughout the Village.
- Applied salt brine ahead of snowfall events and salted six times.
- Picked up bulky items and white goods (metal) the last week of the month.
- Took delivery of two budgeted pick-up trucks.
- Removed holiday lighting and built long term storage for them.
- Cold mixed potholes.
- Installed a new sanitary meter as Nestle.
- Met with Robert E. Lee & Associates to establish GIS goals for 2025.

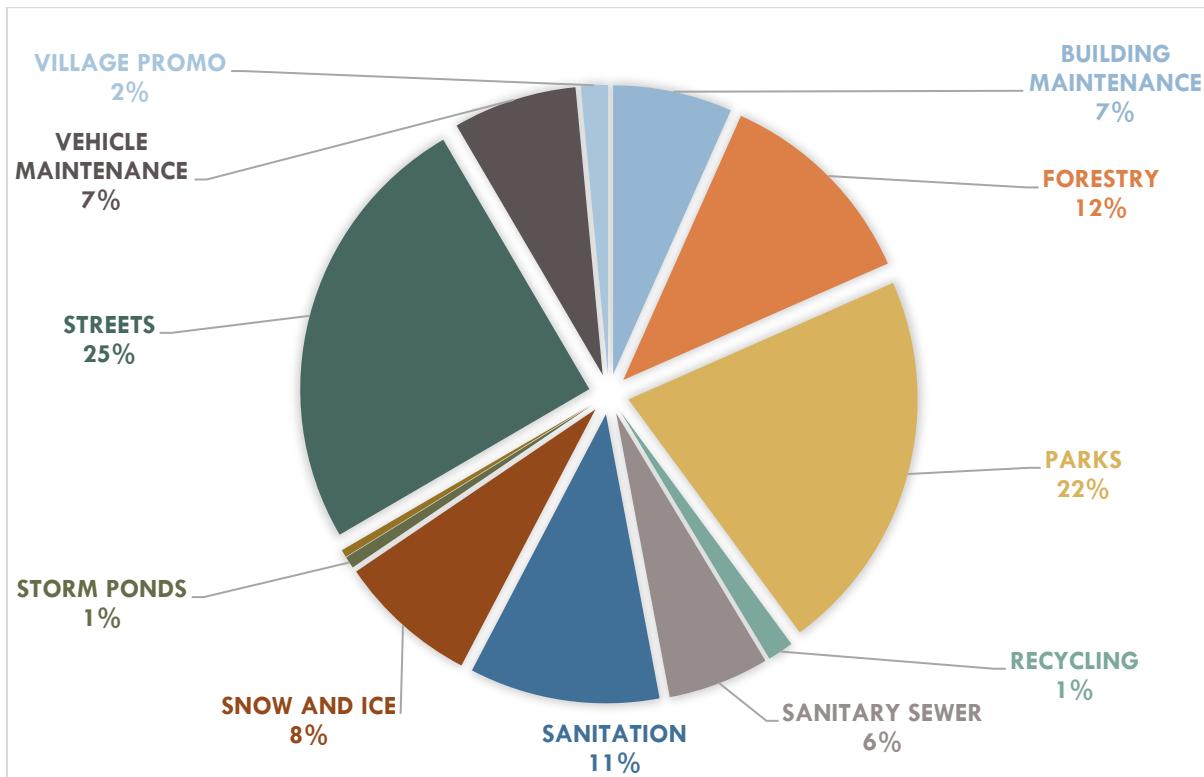
Top Priorities for February 2025

- Continue to work with the Operations Manager to set goals for 2025.
- Complete writing the specifications for the budgeted refuse vehicle and trash pump.
- Employees will continue to look for I&I in the sanitary collection system.
- Keep the Village roads safe due to ice and snow.
- Monitor erosion control and storm water permits throughout the winter.

January 2025 Department of Public Works & Parks Department Hours Worked (Includes Full & Part-time Hours)



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



Monthly Report: 2025 Utility Projects – January

The table below identifies the installed and/or removed public utilities in the month of December.

December 2024 - Utility Installation and Abandonments			
Village of Little Chute – Ebben Storm Sewer			
STORM SEWER	Units	Installed	Abandoned/Removed
54" Reinforced Concrete Pipe	LF	120.0	NA

Ebben Storm Sewer Utility Project (Between Holland Road & Vandenbroek Road)

Feaker & Sons Co Inc (Feaker) has been awarded the utility contract for the Ebben Storm Sewer Project. Feaker began construction on Monday, December 16th on the east side of Vandenbroek Road and worked west to the west ditch line of Vandenbroek Road where they ended for the year. Feaker did not work during the two weeks of Christmas and New Years; We Energies is scheduled to move their 4" gas main which is in conflict with the proposed storm sewer pipe during the first week in January. Feaker is scheduled to resume storm sewer construction the week of January 6th, 2025.

West Evergreen Drive - Utility Project

Don Hietpas & Sons completed the utility construction contract in June. Final quantities for the utility contract have been agreed upon, and the final contract payment has been made.

West Evergreen Drive - Paving Project

Vinton Construction completed the concrete street pavement, punch-list items have been completed, and the contractor has reached final project completion. Staff continue working with Vinton and its subcontractors to establish quantities for the final pay application and project close-out.

Founders Estates Subdivision

Village crews completed installation of the parking and traffic signage for the subdivision. Village staff have created a project punch-list which has been completed by the developer. The Village has sent a letter of final acceptance, the Village is now responsible for the of the subdivision's assets.

Top Priorities for February 2025

Ebben Storm Sewer Utility Project (Between Holland Road & Vandenbroek Road)

We Energies completed the lowering of their 4" high pressure gas main and is no longer in conflict with the storm pipe. Feaker & Sons resumed construction of the 54" reinforced concrete storm sewer pipe on Monday, December 16th. Village Staff will be on-site inspecting utility installation and will manage and administer the construction contract for the remainder of the project until completed.

2025 Sanitary Sewer Lining – E. North Ave. (CTH OO)

Village Staff are currently working on the bid package (bid February 2025) for the sanitary sewer lining project as required for the public bidding process. The project includes approximately 820 lineal feet of cured in place CIPP lining and the related sanitary sewer wye replacement, and sanitary sewer manhole repair.

2025 Holland Road Watermain Relocation

Staff are working on the bid package for the Holland Road Watermain Relocation as required for the public bidding process. Project includes relocation of the existing water main and casing pipe to provide clearance for a new storm sewer box culvert to be constructed as part of the upcoming WisDOT – Holland Road Overpass construction. Work includes the removal of 47 lineal feet of existing water main and casing pipe; construction of approximately 125 feet of new 12" PVC watermain, and related valves and fittings. Project expected to be bid in February 2025.

2025 Asphalt Resurfacing Project – Holland Road

Engineering staff are preparing the final bid package for the Holland Road asphalt resurfacing project to be bid in February 2025. The project will extend approximately 890 linear feet on Holland Road beginning at the intersection of W. Elm Street and continuing north beyond the interstate 41 overpass bridge. The interstate 41 bridge will be under construction concurrently as a separate WisDOT project.

West Evergreen Drive – Utilities & Paving Project

The project has reached final completion. Work continues to finalize project quantities, process pay applications, and close out construction contracts.

Founders Estates Subdivision

Multiple residential duplex sites have broken ground, excavation for foundations and building construction is underway. Inspections have begun related to the permitting for concrete driveways, aprons, and the public sidewalks. Staff are working with each contractor/property owner to verify concrete sidewalk, and aprons are installed per the approved subdivision plans. The Village has accepted ownership of the subdivision's assets and has taken over responsibilities for all services and maintenance normally provided by the Village, which includes snow plowing.

Railroad Quiet Zone

Staff have been working with the Federal Railroad Administration (FRA) to coordinate the implementation of the Village of Little Chute Railroad Quiet Zone. The Notice of Intent (NOI) to establish the 24-Hour Railroad Quiet Zone for Village crossings has been submitted. The NOI is required by the Federal Railroad Administration (FRA) as part of the process and gives notice to all effected parties/RR authorities including the FRA, CN, WisDOT, Outagamie County, Hartwig Family, and the Office of the Commissioner of Railroads. As part of this notice, the Village has developed a packet of information further describing the proposed Quiet Zone and additional information as required, recipients have reviewed the current conditions and supplementary information, and comments have been received. Work to complete additional upgrades required by the FRA has been completed, Staff continue working with regulating authorities and are working on the Notice of Establishment which is the final submittal prior to implementation of the Village Quiet Zone. Barring

any additional comments from regulating authorities, the Village is planning to submit the Notice of Establishment during the first part of February 2025.

Miscellaneous:

Engineering Staff continues work on the 2024 West Evergreen Drive (Phase 3) Reconstruction Project which is located between Holland Road and Vandenbroek Road. Work to create record documents, update GIS records, as well as construction administration and management for project closeout and asset reporting for the Village Finance Department.

Engineering continues reviewing, issuing, and inspecting all right of way permits for the Village.

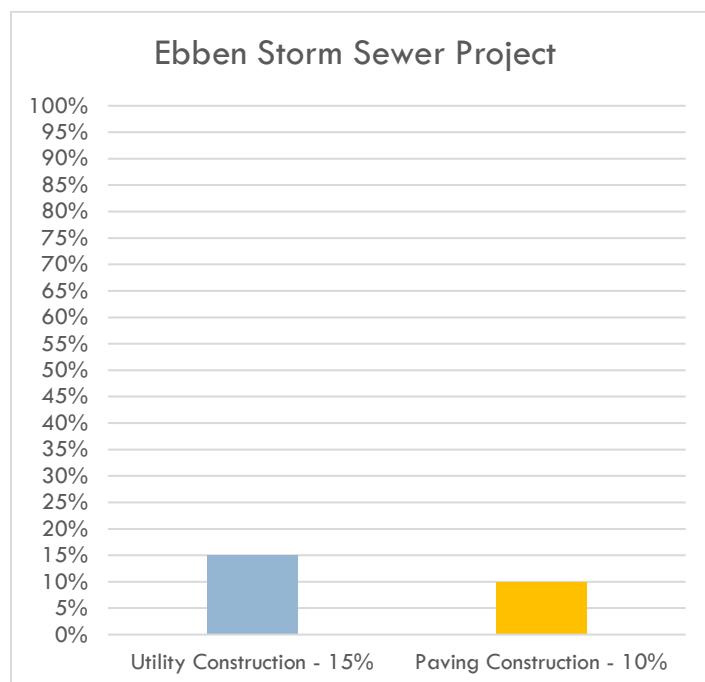
Staff is currently working to review proposed plans and permit applications for the proposed construction of a new (large scale) fiber optic communication system which will be owned and operated by Bug Tussel.

Continued efforts to investigate and repair utilities that have been impacted or damaged during the TDS and/or AT&T construction process.

Efforts continue to assist other departments with daily tasks as well as any special projects or requests. Staff continue to focus on assisting the Parks Department with upcoming construction projects, including the Van Lieshout Park Splashpad and future parking lots and structures currently in the planning stages. Staff are utilized throughout the design, construction inspection, and contract administration of these projects.

Engineering staff continues to coordinate with WisDOT and private utilities with work related to the HWY "41" Corridor construction projects.

The Engineering Division is also working with Community Development and Developers to review planned commercial development sites as well as future design and planning efforts for current and future residential subdivision developments.



Disbursement List - February 19, 2025

Payroll & Payroll Liabilities - February 13, 2025	\$217,469.87
Prepaid Invoices - January 31, 2025	\$2,857.07
Prepaid Invoices - February 7, 2025	\$20,604.46
Prepaid Invoices - February 11, 2025	\$2,762,370.32
Library Board - February 18, 2025	\$12,777.76
Utility Commission - February 18, 2025	\$831,564.76

CURRENT ITEMS

Bills List - February 19, 2025	\$224,914.83
Total Payroll, Prepaid & Invoices	\$4,072,559.07

The above payments are recommended for approval:

Rejected: _____

Approved: February 19, 2025

Michael R Vanden Berg, Village President

Laurie Decker, Clerk

Report Criteria:

Invoice Detail.Voided = {=} FALSE

Invoice	Description	Total Cost	Period	GL Account
A.P. PLUMBING LLC				
9904	INSTALLED NEW VALVE PD BASEMENT BATHRO	429.83	02/25	207-52120-242
Total A.P. PLUMBING LLC:		429.83		
ACE HARDWARE LITTLE CHUTE				
287513	MSB KEYS	19.77	01/25	101-53330-218
287559	SUPPLIES	73.56	01/25	101-51650-242
287642	PLUNGER, DRAIN CLEANER & OPENER	21.57	02/25	207-52120-242
Total ACE HARDWARE LITTLE CHUTE:		114.90		
AIRGAS USA LLC				
5513696879	CYLINDER RENTALS	43.04	02/25	101-53330-218
9157564770	OXYGEN	51.19	01/25	207-52120-213
Total AIRGAS USA LLC:		94.23		
AMPLITEL TECHNOLOGIES				
24978	ADDITIONAL COLD SWAP FIREWALL	2,115.76	13/24	404-57190-221
24978	ADDITIONAL COLD SWAP FIREWALL	2,115.76	13/24	207-52120-240
24979	100F FORTICLOUD LICENSE	250.51	13/24	404-57190-221
24979	100F FORTICLOUD LICENSE	250.51	13/24	207-52120-240
25004	MANAGED SERVICES PACKAGE - FEBRUARY	5,065.97	02/25	207-52120-204
25043	MANAGED SERVICES PACKAGE - FEBRUARY	5,850.00	02/25	404-57190-204
25073	LENOVO THINKPAD - VERBOOM, T	1,455.20	02/25	404-57190-221
25077	NEW SERVER	16,188.80	02/25	207-52120-240
Total AMPLITEL TECHNOLOGIES:		33,292.51		
APPLETON AWNING SHOP INC.				
83834	FLAG REPAIR	86.40	02/25	202-51960-221
Total APPLETON AWNING SHOP INC.:		86.40		
ARING EQUIPMENT CO INC				
911319	#26 ALTERNATOR BELT	41.57	01/25	101-53330-225
Total ARING EQUIPMENT CO INC:		41.57		
ASCENSION MEDICAL GROUP-FOX VALLEY WI				
422168	PRE-EMPLOYMENT PHYSICAL, DRUG SCREEN &	253.00	01/25	207-52120-225
422291	CONSORTIUM PARTICIPATION FEE	300.00	01/25	101-53310-213
422414	DRUG AND ALCOHOL SCREEN	331.00	01/25	101-53310-213
Total ASCENSION MEDICAL GROUP-FOX VALLEY WI:		884.00		
ASSOCIATED APPRAISAL CONSULTANTS				
178606	PROFESSIONAL SERVICES	3,281.45	02/25	101-51530-204
178606	ONLINE PARCEL POSTING	167.42	02/25	101-51530-208
Total ASSOCIATED APPRAISAL CONSULTANTS:		3,448.87		

Invoice	Description	Total Cost	Period	GL Account
ASTRO HYDRAULICS INC				
520481221	SPINNER MOTOR & CYLINDER REPAIR	1,284.95	01/25	101-53330-225
Total ASTRO HYDRAULICS INC:		1,284.95		
AUTOMOTIVE SUPPLY CO				
243477	RETURN FUSE	3.04-	01/25	101-53330-225
243510	#18 RETURN CORE	27.00-	01/25	101-53330-225
243570	#251 RETURN FUSE HOLDERS	49.80-	02/25	101-53330-225
61009773	FILTER STOCK	43.84	01/25	101-53330-218
61010130	#18 BATTERY	153.30	01/25	101-53330-225
61010157	SEALS	53.04	01/25	101-53330-225
61010162	FILTERS	15.48	01/25	101-53330-225
61010168	SPARK PLUGS	13.64	01/25	101-53330-225
61010178	#37 STARTER SOLENOID REPLACEMENT	31.61	01/25	101-53330-225
61010263	#251 AUXILLARY BATTERY	214.38	01/25	101-53330-225
61010417	#251 FUSE & FUSER HOLDER	42.11	01/25	101-53330-225
61010419	FUSE	3.04	01/25	101-53330-225
61010440	#251 FUSE HOLDER	17.00	01/25	101-53330-225
61010628	#251 AUXILLARY BATTERY FUSE	9.31	02/25	101-53330-225
61010670	#253 SWITCH	3.58	02/25	101-53330-225
61010715	#88 STARTING BATTERIES	306.60	02/25	101-53330-225
61010720	VINYL STICER REMOVAL	12.96	02/25	101-53330-218
61010744	#251 FUSE HOLDER	13.02	02/25	101-53330-225
61010799	#59 STARTING BATTERY	130.24	02/25	101-53330-225
61010834	#28 & #86 BULBS	28.72	02/25	101-53330-218
61010834	BULBS & SHOP TOOLS	15.76	02/25	101-53330-225
61010846	HYDRAULIC STEERING ELEMENT	49.90	02/25	101-53330-218
61010956	#155 LAMPS	14.58	02/25	101-53330-218
61010956	LAMPS	4.86	02/25	101-53330-225
Total AUTOMOTIVE SUPPLY CO:		1,097.13		
AXON ENTERPRISE INC.				
320008	AXON FLEET STORAGE & LICENSING	6,048.00	02/25	207-52120-204
321060	AXON BODY MOUNT RAPIDLOCK SINGLE MOLLE	34.00	02/25	207-52120-213
Total AXON ENTERPRISE INC.:		6,082.00		
CALUMET COUNTY				
M25001226	WARRANT- DELEON, JOSE	500.00	02/25	207-21495
Total CALUMET COUNTY:		500.00		
CAROW LAND SURVEYING CO INC				
15539	SURVEY DOYLE PARK	778.00	01/25	101-55200-204
Total CAROW LAND SURVEYING CO INC:		778.00		
CHARTER COMMUNICATIONS				
152871801020125	FEB/MAR SERVICE	265.09	02/25	101-51650-203
Total CHARTER COMMUNICATIONS:		265.09		
CINTAS				
4219728300	UNIFORM PREP	12.66	01/25	101-53330-213
4219728300	MATS & TOWELS	33.03	01/25	101-53330-218

Invoice	Description	Total Cost	Period	GL Account
4220422524	UNIFORM PREP	12.66	02/25	101-53330-213
4220422524	MATS & TOWELS	36.30	02/25	101-53330-218
Total CINTAS:		94.65		
CITY OF APPLETON				
16452	WEIGHTS & MEASURES	814.00	02/25	101-52050-204
16469	VALLEY TRANSIT	8,694.00	02/25	101-51780-233
Total CITY OF APPLETON:		9,508.00		
CIVICPLUS LLC				
328266	ELECTRONIC SUPLEMENTATION SERVICE	1,577.60	01/25	101-51440-204
Total CIVICPLUS LLC:		1,577.60		
DEAN ENTERPRISES LLC				
I2263	PORTABLE TOILET - ISLAND TRAIL	465.00	02/25	101-55200-204
I2264	PORTABLE TOILET - HEESAKKER	232.50	02/25	101-55200-204
Total DEAN ENTERPRISES LLC:		697.50		
DECKER PROPERTIES				
1-252210-09	OVRPYMT - 1440 HOLLAND RD APT 2 CONNIE VA	23.27	02/25	001-15000
Total DECKER PROPERTIES:		23.27		
DORN, ROBYN				
54758	REFUND SECURITY DEPOSIT	300.00	02/25	206-21235
54758	FORFEIT - FAILURE TO CLEAN PROPERTY	75.00-	02/25	206-38211
Total DORN, ROBYN:		225.00		
ELECTION SYSTEMS & SOFTWARE				
CD2113230	VOTING MACHINE ANNUAL MAINTENANCE AGRE	540.00	01/25	101-51440-204
CD2113230	FIRMWARE ANNUAL LICENSE	300.00	01/25	101-51440-204
Total ELECTION SYSTEMS & SOFTWARE:		840.00		
EVERGREEN POWER LLC				
25821	WEDGE SPIKED BLISTER CARDS	151.98	01/25	101-55440-218
Total EVERGREEN POWER LLC:		151.98		
FINGER PUBLISHING INC				
BE263720	BIDS CTH OO	106.28	01/25	101-51650-207
BE263721	BIDS RESURFACE HOLLAND RD	124.68	01/25	101-51650-207
BE263722	BIDS HOLLAND ROAD	99.48	01/25	101-51650-207
BE264681	BIDS RESURFACE HOLLAND RD	99.48	01/25	101-51650-207
BE264682	BIDS CTH OO	84.95	01/25	101-51650-207
Total FINGER PUBLISHING INC:		514.87		
FP FINANCE PROGRAM				
38528355	AGREEMENT 007-1584121 POSTBASE VISION	140.00	02/25	101-51650-226

Invoice	Description	Total Cost	Period	GL Account
	Total FP FINANCE PROGRAM:	140.00		
GARROW OIL				
429811	DIESEL FUEL	38.71	01/25	630-53442-247
429811	DIESEL FUEL	2.40	01/25	201-53620-247
429811	DIESEL FUEL	335.42	01/25	101-55200-247
429811	DIESEL FUEL	9.83	01/25	101-55440-247
429811	DIESEL FUEL	4.86	01/25	610-53612-247
429811	DIESEL FUEL	12.42	01/25	620-53644-247
429811	DIESEL FUEL	57.39	01/25	101-53460-247
429811	DIESEL FUEL	303.21	01/25	101-53330-217
Total GARROW OIL:		764.24		
GIESE, MELISSA				
54859	REFUND SECURITY DEPOSIT	250.00	02/25	206-21235
54859	REFUND RENTAL FEE - CANCELLED	250.00	02/25	206-38211
Total GIESE, MELISSA:		500.00		
GUSTMAN				
68098	#251 BATTERY HOLD STRAP	76.17	01/25	101-53330-225
Total GUSTMAN:		76.17		
HAAK, JASON				
54796	REFUND SECURITY DEPOSIT	300.00	02/25	208-21235
Total HAAK, JASON:		300.00		
HALRON LUBRICANTS INC				
1589947	USED ENGINE OIL FILTER	75.00	01/25	101-53330-217
Total HALRON LUBRICANTS INC:		75.00		
HEARTLAND BUSINESS SYSTEMS				
766235H	UTILITY POSTCARDS - JAN QTY 3,408	119.28	01/25	201-53620-206
766235H	UTILITY POSTCARDS - JAN QTY 3,408	119.28	01/25	610-53614-206
766235H	UTILITY POSTCARDS - JAN QTY 3,408	119.28	01/25	620-53904-206
766235H	UTILITY POSTCARDS - JAN QTY 3,408	119.28	01/25	630-53443-206
Total HEARTLAND BUSINESS SYSTEMS:		477.12		
JOHNSON, EMME				
54844	REFUND SECURITY DEPOSIT	300.00	02/25	206-21235
Total JOHNSON, EMME:		300.00		
JX ENTERPRISES INC				
14342529P	#6 & #2 WINDOW REGULATOR & MOTOR	469.28	02/25	101-53330-225
Total JX ENTERPRISES INC:		469.28		
KEEFER, FAITH				
1-702395-07	OVRPYMT - 3600 CHERRYVALE A2	26.46	02/25	001-15000

Invoice	Description	Total Cost	Period	GL Account
Total KEEFER, FAITH:		26.46		
KERRY'S VROOM SERVICE INC				
10486 OIL CHANGE #151		55.93	01/25	207-52120-247
10488 OIL CHANGE #181		55.93	01/25	207-52120-247
10489 OIL CHANGE #141		55.93	01/25	207-52120-247
Total KERRY'S VROOM SERVICE INC:		167.79		
LAZER UTILITY LOCATING LLC				
1959 ELECTRIC LOCATES		22.00	01/25	101-53300-209
1959 SANITARY LOCATES		143.00	01/25	610-53612-209
1959 STORM LOCATES		286.00	01/25	630-53442-209
1959 WATER LOCATES		363.00	01/25	620-53644-209
Total LAZER UTILITY LOCATING LLC:		814.00		
LEXISNEXIS RISK DATA MANAGEMENT INC				
1100088252 MONTHLY SUBSCRIPTION		200.00	01/25	101-51680-204
Total LEXISNEXIS RISK DATA MANAGEMENT INC:		200.00		
MARCO INC				
38451091 COPIER @ MSB BUILDING		58.62	02/25	101-53310-207
38451091 1ST FLOOR COPIER @ VH		110.26	02/25	101-51650-207
38451091 2ND FLOOR COPIER @ VH		90.26	02/25	101-51650-207
38451091 3RD FLOOR COPIER @ VH		53.76	02/25	101-51650-207
Total MARCO INC:		312.90		
MATTHEWS TIRE				
95442 TIRE DISPOSAL		564.00	02/25	101-53330-218
Total MATTHEWS TIRE:		564.00		
MCMAHON ASSOCIATES INC				
938024 PROFESSIONAL SERVICES 12/1-12/31/24 STORM		1,046.00	13/24	630-51216-204
Total MCMAHON ASSOCIATES INC:		1,046.00		
MENARDS - APPLETON EAST				
70110 STREET SIGN POSTS		87.98	01/25	101-53300-218
70113 REC CENTER STAIRCASE		1,098.87	01/25	208-52900-242
Total MENARDS - APPLETON EAST:		1,186.85		
MGD INDUSTRIAL CORP				
233875 MSB GARAGE DOOR SPRAY		91.08	13/24	101-53310-218
233875 #1 MISC PARTS		33.15	13/24	101-53330-225
233875 SHOP SUPPLIES		64.25	02/25	101-53330-218
233875 #58 MISC PARTS		1.15	02/25	101-53330-225
233875 #42 MISC PARTS		84.97	02/25	101-53330-225
233875 PICNIC TABLE BOLTS & MSC SUPPLIES		52.97	02/25	101-55200-218
Total MGD INDUSTRIAL CORP:		327.57		

Invoice	Description	Total Cost	Period	GL Account
MISSION TRUCK EQUIPMENT LLC				
63024	#251 PLOW HARNESS	444.95	01/25	101-53330-225
63064	#251 PLOW HARNESS	707.78	01/25	101-53330-225
Total MISSION TRUCK EQUIPMENT LLC:		1,152.73		
MORRILL, BRYNN				
10325	C-STARS ASST COACH	400.00	01/25	101-55300-218
Total MORRILL, BRYNN:		400.00		
N.E.W. PRINTING				
166317	MAP SHEETS	130.44	01/25	101-52200-207
Total N.E.W. PRINTING:		130.44		
NIELAND, SHERYL				
54672	REFUND SECURITY DEPOSIT	300.00	02/25	208-21235
Total NIELAND, SHERYL:		300.00		
O'REILLY AUTOMOTIVE INC				
2043-488251	#251 AUXILLARY BATTERY TERMINALS	9.99	01/25	101-53330-225
2043-489146	#251 LIGHT BAR SWITCH	11.99	02/25	101-53330-225
Total O'REILLY AUTOMOTIVE INC:		21.98		
OUTAGAMIE COUNTY TREASURER				
1021492	FUEL BILL - JANUARY	67.24	02/25	101-52050-247
1021492	FUEL BILL - JANUARY	13.57	02/25	630-53441-247
1021492	FUEL BILL - JANUARY	1,133.79	02/25	630-53442-247
1021492	FUEL BILL - JANUARY	1,085.39	02/25	201-53620-247
1021492	FUEL BILL - JANUARY	456.03	02/25	101-55200-247
1021492	FUEL BILL - JANUARY	587.56	02/25	101-55440-247
1021492	FUEL BILL - JANUARY	83.53	02/25	101-55300-247
1021492	FUEL BILL - JANUARY	345.05	02/25	101-52200-247
1021492	FUEL BILL - JANUARY	73.38	02/25	610-53612-247
1021492	FUEL BILL - JANUARY	423.48	02/25	620-53644-247
1021492	FUEL BILL - JANUARY	1,371.45	02/25	101-53330-217
130257	2023 TAX ROLL	2,625.59	02/25	101-51650-206
130307	SPILLMAN TOUCH PHONE ACCESS	559.82	02/25	207-52120-204
130318	SPILLMAN RMS - ANNUAL MAINT - 2024	12,852.79	13/24	207-52120-204
36596	REFUSE - JANUARY	15,572.31	01/25	201-53620-204
JANUARY 2025	COURT FINES - JANUARY	698.80	01/25	101-35101
Total OUTAGAMIE COUNTY TREASURER:		37,949.78		
PLAYAWAY PRODUCTS LLC				
486824	BOOKS	57.99-	02/25	206-55110-206
486824	A/V	57.99	02/25	206-55110-210
Total PLAYAWAY PRODUCTS LLC:		.00		
RAY O'HERRON				
2390977	AMMUNITION	1,652.00	01/25	207-52120-223

Invoice	Description	Total Cost	Period	GL Account
Total RAY O'HERRON:		1,652.00		
RIESTERER & SCHNELL INC				
9016065 #48 TIRES		495.61	02/25	101-53330-225
9016067 #155 WHEEL AXLE		169.15	02/25	101-53330-225
9017380 #48 BROOM		212.69	02/25	101-53330-218
Total RIESTERER & SCHNELL INC:		877.45		
S.I. METALS & SUPPLY				
293222 #8 METAL TO REPAIR		29.00	01/25	101-53330-225
Total S.I. METALS & SUPPLY:		29.00		
SIGNCOUNTRY				
21470 #253 GRAPHICS		338.00	01/25	101-53330-225
Total SIGNCOUNTRY:		338.00		
SPLENDID CLEANING SERVICE LLC				
14795 MONTHLY CLEANING-METRO		950.00	02/25	207-52120-243
14795 MONTHLY CLEANING-LCFD		239.00	02/25	101-52250-243
14796 MONTHLY CLEANING-LIBRARY		1,425.00	02/25	206-55110-243
14797 MONTHLY CLEANING-MSB BUILDING		595.00	02/25	101-53310-243
14798 MONTHLY CLEANING-VILLAGE HALL		1,850.00	02/25	101-51650-243
Total SPLENDID CLEANING SERVICE LLC:		5,059.00		
STAPLES ADVANTAGE				
6023442787 INK CARTRIDGES		122.58	02/25	101-51420-206
6023442788 COPY PAPER 11 x 17		65.46	02/25	101-51650-206
6023442789 OFFICE SUPPLIES		91.55	02/25	101-53310-206
6023964166 USB DRIVE		14.86	02/25	101-51680-206
6023964166 COPY PAPER		39.49	02/25	101-51650-206
6023964168 COFFEE		80.79	02/25	207-52120-218
6023964168 COPY PAPER		78.98	02/25	207-52120-206
Total STAPLES ADVANTAGE:		493.71		
STATE OF WI COURT FINES &				
JANUARY 2025 COURT FINES - JANUARY		2,187.72	01/25	101-35101
Total STATE OF WI COURT FINES &:		2,187.72		
STATION AUTOMATION INC				
7555 LIVESCAN		798.75	01/25	207-52120-204
Total STATION AUTOMATION INC:		798.75		
STONERIDGE LITTLE CHUTE LLC #384				
21070951739 FOOD & BEVERAGES		64.65	02/25	101-52200-211
21075471725 FOOD		38.32	02/25	101-52200-211
21075801458 SENIOR PROGRAM WATER & SNACKS		26.94	02/25	101-55300-218
23019881828 FOOD		4.98	01/25	101-52200-211
23054671050 FOOD		18.24	02/25	101-52200-211
23054911154 FOOD		169.20	02/25	101-52200-211

Invoice	Description	Total Cost	Period	GL Account
23057481636	FOOD	41.02	02/25	101-52200-211
Total STONERIDGE LITTLE CHUTE LLC #384:		363.35		
THEDACARE LABORATORIES				
121005550125	BLOOD DRAWS - JANUARY	255.00	02/25	207-52120-204
121005550125	BLOOD DRAWS - DECEMBER	85.00	13/25	207-52120-204
Total THEDACARE LABORATORIES:		340.00		
THOR, GAONOU				
54811	REFUND SECURITY DEPOSIT	300.00	02/25	208-21235
Total THOR, GAONOU:		300.00		
TITEL, JESSICA				
EXPRPT020725	WEDA GOVERNORS CONFERENCE - ECONOMIC	204.20	02/25	101-56700-201
Total TITEL, JESSICA:		204.20		
TJ'Z TOWING LLC				
20225	EMERGENCY TOW	160.00	02/25	207-52120-218
Total TJ'Z TOWING LLC:		160.00		
TRUCK COUNTRY OF WISC				
X202829378:01	#41 BRAKE CHAMBER REPLACEMENT	192.20	02/25	101-53330-225
X202829561:01	#41 CLAMP	60.72	02/25	101-53330-225
Total TRUCK COUNTRY OF WISC:		252.92		
U.S. BANK				
49100225	AMAZON - SHIPPING LABELS	49.68	02/25	101-51440-206
49100225	AMAZON - CALCULATOR & SPACE HEATER	37.22	02/25	101-51420-206
49100225	USPS - POSTAGE	5.58	02/25	101-51650-226
49100225	FOX WOLF WATERSHED - 2025 CONFERENCE	560.00	02/25	630-53444-201
49100225	FESTIVAL FOODS - GIFT CARDS	506.32	02/25	101-51960-211
49100225	FESTIVAL FOODS - FOOD, BEVERAGE, PLATES, U	70.91	02/25	101-51960-211
49100225	PIZZA RANCH - FOOD	689.09	02/25	101-51960-211
49100225	ZOOM.US - MONTHLY FEE	15.99	02/25	101-51440-208
49100225	AMAZON - #251 RACK	380.31	02/25	101-53330-225
49100225	AMAZON - RACK #251 STROBE LIGHT	43.99	02/25	101-53330-225
49100225	SPARTAN - PARK FIELD CHALKER TIRES	85.90	02/25	101-55200-247
49100225	AMAZON - CSTAR PORTABLE SPEAKER	134.99	02/25	101-55300-218
49100225	AMAZON - #251 STROBE LIGHT	46.74	02/25	101-53330-225
49100225	AMAZON - #251 STROBE LIGHT	46.74	02/25	101-53330-225
49100225	KALAHARI RESORT - 2025 CONF HOTEL - HARLO	286.49	02/25	101-55300-201
49100225	AMAZON - PROGRAM SUPPLIES	71.93	02/25	206-55110-205
49100225	AMAZON - BOOKS	223.06	02/25	206-55110-206
49100225	AMAZON - BOOKS	40.39	02/25	206-55110-206
49100225	AMAZON - SUPPLIES	76.15	02/25	206-55110-218
49100225	AMAZON - PROGRAM SUPPLIES	95.20	02/25	206-55110-205
49100225	USPS - POSTAGE	56.00	02/25	206-55110-226
49100225	MEMORIES ANTIQUE - DVDS	51.20	02/25	206-55110-210
49100225	AMAZON - SUPPLIES	54.97	02/25	206-55110-218
49100225	AMAZON - BOOKS	35.00	02/25	206-55110-206
49100225	NEW RELEASE INDEX - SUBSCRIPTION	48.00	02/25	206-55110-218

Invoice	Description	Total Cost	Period	GL Account
49100225	AMAZON - BOOKS	55.92	02/25	206-55110-206
49100225	AMAZON - A/V	33.93	02/25	206-55110-210
49100225	AMAZON - BOOKS	93.86	02/25	206-55110-206
49100225	NAME BADGES - MAGNETIC BADGE	11.05	02/25	206-55110-218
49100225	AMAZON - DRY ERASE WHITEBOARD	22.85	02/25	206-55110-205
49100225	AMAZON - A/V	327.19	02/25	206-55110-210
49100225	AMAZON - BOOK BINDING GLUE	10.49	02/25	206-55110-218
49100225	AMAZON - BOOKS	13.94	02/25	206-55110-206
49100225	AMAZON - BOOKS	29.58	02/25	206-55110-206
49100225	AMAZON - BOOKS	206.69	02/25	206-55110-206
49100225	AMAZON - LAMINATING POUCHES	18.49	02/25	206-55110-218
49100225	AMAZON - STORAGE BINS W/HINGING LIDS	27.99	02/25	206-55110-213
49100225	NIC TRAFFICVOLREGPROG	18.36	02/25	207-52120-204
49100225	NIC TRAFFICVOLREGPROG	6.12	02/25	207-52120-204
49100225	NIC TRAFFICVOLREGPROG	6.12	02/25	207-52120-204
49100225	BEST BUY - FLASH DRIVES	47.96	02/25	207-52120-206
49100225	NIC TRAFFICVOLREGPROG	3.06	02/25	207-52120-204
49100225	AMAZON - GLOWEAR JACKET, HAND HELD STOP	398.03	02/25	101-52350-218
49100225	HOBBY LOBBY - CRAFT SUPPLIES	18.26	02/25	101-52350-218
49100225	WALMART - JAR & CANDY	39.33	02/25	101-52350-218
49100225	SETHS COFFEE - GIFT CARDS	20.00	02/25	101-52350-218
49100225	NIC TRAFFICVOLREGPROG	9.18	02/25	207-52120-204
49100225	NIC TRAFFICVOLREGPROG	6.12	02/25	207-52120-204
49100225	AMAZON - COFFEE	168.13	02/25	207-52120-218
49100225	NIC TRAFFICVOLREGPROG	3.06	02/25	207-52120-204
49100225	NIC TRAFFICVOLREGPROG	3.06	02/25	207-52120-204
49100225	NIC TRAFFICVOLREGPROG	6.12	02/25	207-52120-204
49100225	NIC TRAFFICVOLREGPROG	3.06	02/25	207-52120-204
49100225	BEST BUY - PORTABLE BATTERY CHARGERS	42.18	02/25	207-52120-206
49100225	NIC TRAFFICVOLREGPROG	6.12	02/25	207-52120-204
49100225	NIC TRAFFICVOLREGPROG	3.06	02/25	207-52120-204
49100225	NIC TRAFFICVOLREGPROG	24.48	02/25	207-52120-204
49100225	NIC TRAFFICVOLREGPROG	9.18	02/25	207-52120-204
49100225	KWIK TRIP - CAR WASH GIFT CARDS	780.00	02/25	207-52120-247
49100225	HOTEL BOOKING - MARRIOTT MADISON	17.99	02/25	101-52200-201
49100225	HOTEL BOOKING - MARRIOTT MADISON	3,416.68	02/25	101-52200-201
49100225	WALGREENS - LEGAL PADS, PENS, HIGHLIGHTER	20.85	02/25	101-52200-206
49100225	USPS - WSFA POSTER CONTEST POSTAGE	12.09	02/25	101-52200-218
49100225	HEART OF THE VALLEY COC	260.00	02/25	101-52200-219
49100225	WALGREENS - FLASH DRIVE, DISH SOAP, ADHESIVE	52.59	02/25	101-52200-206
49100225	NFPA NATL FIRE PROTECTION	174.72	02/25	101-52200-208
49100225	BOOKSRUN.COM - PUMPING APPARATUS DRIVE	113.71	02/25	101-52200-208
49100225	30 ANNIVERSARY TICKETLEAP - FC GREENWAYS	56.72	02/25	101-52200-201
49100225	WI PARK & REC - WPRA MBRSHIP - MCDONALD	150.00	02/25	101-52200-208
49100225	WI PARK & REC - WPRA MBRSHIP - MCDONALD	150.00	02/25	101-52200-208
49100225	KALAHRAI RESORT - 2025 CONF HOTEL - MCDON	286.49	02/25	101-55200-201
49100225	APPLE.COM	2.99	02/25	101-52200-204
49100225	UW CE REGISTRATION CENTER - PUBLIC UTILIT	250.00	02/25	620-53924-201
49100225	NAT'L ASSOC OF SCHOOL - REGISTRATION RAD	550.00	02/25	207-52120-201
49100225	AMAZON - OFFICE SUPPLIES	55.00	02/25	207-52120-218
49100225	NWTC CORP TRAINING - FIELD TRAINING OFFICE	349.00	02/25	207-52120-201
49100225	AMAZON - BATTERIES	14.48	02/25	207-52120-205
49100225	SAFELITE AUTOGLASS - SQUAD WINDOW REPLACEMENT	427.72	02/25	207-52120-247
49100225	AMAZON - BATTERIES	27.06	02/25	207-52120-205
49100225	AMAZON - 20 PCS GRIDDLE ACCESSORIES KIT	26.80	02/25	207-52120-218
49100225	AMAZON - BATTERIES	13.26	02/25	207-52120-205
49100225	STICKER MULE - CIRCLE STICKERS	117.00	02/25	207-52120-218

Invoice	Description	Total Cost	Period	GL Account
49100225	AMAZON - BATTERIES	62.37	02/25	207-52120-205
49100225	THE WAI GREEN BAY - CONFERENCE	910.00	02/25	207-52120-201
49100225	CHEWY.COM - DOG FOOD & VITAMINS	292.56	02/25	207-52120-236
49100225	AMAZON - HEX KEY SET	11.14	02/25	207-52120-218
49100225	AMAZON - COMPUTER SPEAKERS	14.89	02/25	207-52120-221
49100225	AMAZON - DOG TUG TOY	9.95	02/25	207-52120-236
49100225	TLO TRANSUNION - BACKGROUND CHECKS	170.20	02/25	207-52120-204
49100225	NIC TRAFFICVOLREGPROG	6.12	02/25	207-52120-204
49100225	BUILDINGINS - 2025 MEMBERSHIP	50.00	02/25	101-52050-208
49100225	NFPA NATL FIRE PROTECTION - LICENSE	158.24	02/25	101-52050-208
49100225	AMAZON - POST ITS, PENS, LUMBAR SUPPORT PI	38.68	02/25	101-51530-206
49100225	FLEET FARM - SUPPLIES FOR STREET/SANITARY	139.99	02/25	101-53300-218
49100225	FLEET FARM - SUPPLIES FOR STREET/SANITARY	140.00	02/25	610-53614-218
49100225	AMAZON - OFFICE SUPPLIES	58.31	02/25	101-53100-206
49100225	UW CE REGISTRATION CENTER - OPERATIONS M	150.00	02/25	101-53100-201
49100225	UW CE REGISTRATION CENTER - OPERATIONS M	335.00	02/25	101-53100-201
49100225	HOME DEPOT - SUPPLIES FOR STREET/SANITAR	281.95	02/25	101-53300-218
49100225	HOME DEPOT - SUPPLIES FOR STREET/SANITAR	281.94	02/25	610-53614-218
49100225	AMAZON - RACK #253	379.00	02/25	101-53330-225
49100225	AMAZON - #253 STROBE LIGHT	53.73	02/25	101-53330-225
49100225	AMAZON - SHARPIES	17.98	02/25	620-53924-206
49100225	AMAZON - MANILA FILE FOLDERS	30.99	02/25	620-53924-206
49100225	AMAZON - INK REFILL BOTTLES & TONER CARTR	192.31	02/25	620-53924-206
49100225	AMAZON - LOCKOUT TAGOUT	319.96	02/25	620-53624-221
49100225	AMAZON - LOCKOUT TAGOUT	319.96	02/25	620-53634-221
49100225	AMAZON - YELLOW CARDSTOCK	17.26	02/25	620-53924-206
49100225	AMAZON - WHITE CARDSTOCK	28.58	02/25	620-53924-206
49100225	FESTIVAL FOODS - FOOD	7.98	02/25	206-55110-205
49100225	LITTLE CAESARS - PIZZA	23.96	02/25	206-55110-205
49100225	DOLLAR TREE - STORAGE BOX & DOILIES	3.75	02/25	206-55110-205
49100225	ACE HARDWARE - CLEANING SUPPLIES	9.18	02/25	206-55110-205
49100225	HEART OF THE VALLEY COC - GIFT CERTIFICATE	40.00	02/25	206-55110-205
49100225	HOBBY LOBBY - CRAFT SUPPLIES	29.42	02/25	206-55110-205
49100225	FSP WI WISCONSIN - ANNUAL CONCRETE PAVEM	1,300.00	02/25	101-51415-201
49100225	AMAZON - OFFICE SUPPLIES	93.06	02/25	101-53100-206
Total U.S. BANK:		18,314.95		
VALLEY LIQUOR				
173968	BEVERAGES AND SUPPLIES	188.94	02/25	101-52200-211
Total VALLEY LIQUOR:		188.94		
VANG, AH				
54901	REFUND RENTAL FEE - CANCELLED	150.00	02/25	206-38211
54901	REFUND SECURITY DEPOSIT	250.00	02/25	206-21235
Total VANG, AH:		400.00		
VINTON CONSTRUCTION CO				
2024002.5	2024 STREET CONSTRUCITON - W EVERGREEN D	81,993.18	13/24	417-51028-263
Total VINTON CONSTRUCTION CO:		81,993.18		
WEYENBERG, MAYA				
20325	C-STARS ASSISTANT COACH	250.00	02/25	101-55300-218

Invoice	Description	Total Cost	Period	GL Account
Total WEYENBERG, MAYA:		250.00		
WI DEPT OF JUSTICE 202501 L4504T BACKGROUND CHECKS-JANUARY		77.00	01/25	207-52120-218
Total WI DEPT OF JUSTICE:		77.00		
WILLIAMSON, LEAH 54800 REFUND SECURITY DEPOSIT		300.00	02/25	206-21235
Total WILLIAMSON, LEAH:		300.00		
ZABOROWSKA, BRIANNE 54808 REFUND SECURITY DEPOSIT		300.00	02/25	206-21235
Total ZABOROWSKA, BRIANNE:		300.00		
ZULEGER, NICOLE 54738 REFUND SECURITY DEPOSIT		300.00	02/25	206-21235
Total ZULEGER, NICOLE:		300.00		
Grand Totals:		224,914.83		

Report GL Period Summary

Vendor number hash: 363511
 Vendor number hash - split: 1105780
 Total number of invoices: 136
 Total number of transactions: 299

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	224,914.83	224,914.83
Grand Totals:	224,914.83	224,914.83

Report Criteria:

Invoice Detail.Voided = {=} FALSE

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2025 UTILITY REFUNDS (5575)							
1-253657-16	Invoi	OVRPYMT - 1723 MEADOWVIEW	25.08	Open	Non	01/25	001-15000
1-291507-16	Invoi	OVRPYMT - 1209 ROSEHILL RD	54.04	Open	Non	01/25	001-15000
Total 2025 UTILITY REFUNDS (5575):							
			79.12				
AMERICAN FIDELITY ASSURANCE (4885)							
2570477	Invoi	FLEX	2,447.82	Open	Non	01/25	101-21368
Total AMERICAN FIDELITY ASSURANCE (4885):							
			2,447.82				
CHARTER COMMUNICATIONS (89)							
152837701011425	Invoi	JAN/FEB SERVICE	219.99	Open	Non	01/25	207-52120-203
152871901011425	Invoi	JAN/FEB SERVICE	140.90	Open	Non	01/25	207-52120-203
Total CHARTER COMMUNICATIONS (89):							
			360.89				
GORDON FLESCH COMPANY INC (4989)							
100986294	Invoi	GFC LEASING CANON	180.29	Open	Non	01/25	206-55110-209
Total GORDON FLESCH COMPANY INC (4989):							
			180.29				
MARCO INC (3910)							
38375296	Invoi	AGREEMENT 009-3079177-00	283.46	Open	Non	01/25	207-52120-207
Total MARCO INC (3910):							
			283.46				
MORTON SALT (352)							
5403236247CM	Invoi	CREDIT FOR SALES TAX	494.51-	Open	Non	13/24	101-53350-218
Total MORTON SALT (352):							
			494.51-				
Grand Totals:							
			2,857.07				

Report GL Period Summary

Vendor number hash: 25464
 Vendor number hash - split: 25464
 Total number of invoices: 8
 Total number of transactions: 8

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	2,857.07	2,857.07
Grand Totals:	2,857.07	2,857.07

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
AMERICAN FIDELITY ASSURANCE (4885)							
D813015	Invoi	VOLUNTARY BENEFITS	2,110.26	Open	Non	02/25	101-21367
Total AMERICAN FIDELITY ASSURANCE (4885):							
			2,110.26				
AT & T (5080)							
287294953059X020	Invoi	DEC/JAN SERVICE	238.45	Open	Non	01/25	101-52200-203
Total AT & T (5080):							
			238.45				
CK AUTOMOTIVE LLC (5587)							
24	Invoi	'25 FORD F150 BEDLINER	850.00	Open	Non	02/25	620-53644-301
Total CK AUTOMOTIVE LLC (5587):							
			850.00				
DLT SOLUTIONS INC (2940)							
5272353A	Invoi	AUTO CAD GOVERNMENT SINGLE-USER ANNUAL	1,399.78	Open	Non	01/25	101-51415-208
5272353A	Invoi	AUTO CAD GOVERNMENT SINGLE-USER ANNUAL	1,399.77	Open	Non	01/25	610-53614-208
5272353A	Invoi	AUTO CAD GOVERNMENT SINGLE-USER ANNUAL	1,399.78	Open	Non	01/25	620-53924-208
5272353A	Invoi	AUTO CAD GOVERNMENT SINGLE-USER ANNUAL	1,399.77	Open	Non	01/25	630-53444-208
Total DLT SOLUTIONS INC (2940):							
			5,599.10				
JP GRAPHICS INC (231)							
1074980011	Invoi	BUSINESS CARDS - VERBOOMEN, T	5.00	Open	Non	01/25	101-53310-206
1074980011	Invoi	BUSINESS CARDS-SEIDLER	5.00	Open	Non	01/25	101-52050-207
Total JP GRAPHICS INC (231):							
			10.00				
VILLAGE OF LITTLE CHUTE (1404)							
JANUARY 2025	Invoi	1401 E ELM DR VILLAGE GARAGE	957.33	Open	Non	01/25	101-53310-249
Total VILLAGE OF LITTLE CHUTE (1404):							
			957.33				
WE ENERGIES (2788)							
5350773934	Invoi	PLANT #1 (100 WILSON ST)	547.92	Open	Non	01/25	620-53624-249
5350773934	Invoi	STREET LIGHTS	1,237.63	Open	Non	01/25	101-53300-249
5350773934	Invoi	200 E MCKINLEY - FVMPD	527.93	Open	Non	01/25	207-52120-249
5350773934	Invoi	200 E MCKINLEY - FIRE DEPT	351.96	Open	Non	01/25	101-52250-249
5350773934	Invoi	PUMP STATION @ EVERGREEN & FRENCH	132.64	Open	Non	01/25	620-53624-249
5350773934	Invoi	DOYLE POOL	28.05	Open	Non	01/25	204-55420-249
5350773934	Invoi	CROSSWINDS LED STREET LIGHTS	151.40	Open	Non	01/25	101-53300-249
5350773934	Invoi	1401 E ELM DR	3,804.37	Open	Non	01/25	101-53310-249
5350773934	Invoi	920 WASHINGTON ST	121.47	Open	Non	01/25	620-53624-249
5350773934	Invoi	CIVIC CENTER (630 MONROE ST)	1,600.44	Open	Non	01/25	206-55110-249
5350773934	Invoi	LC WELL #4 PUMPHOUSE 625 E EVERGREEN	541.29	Open	Non	01/25	620-53624-249
5350773934	Invoi	PLANT #2 1118 JEFFERSON ST	242.26	Open	Non	01/25	620-53624-249
5350773934	Invoi	721 W ELM DR	443.90	Open	Non	01/25	208-52900-249
5350773934	Invoi	108 W MAIN ST	1,108.06	Open	Non	01/25	101-51650-249
Total WE ENERGIES (2788):							
			10,839.32				
Grand Totals:							
			20,604.46				

Vendor number hash: 22915
Vendor number hash - split: 68210
Total number of invoices: 7
Total number of transactions: 24

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	20,604.46	20,604.46
Grand Totals:	20,604.46	20,604.46

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
APPLETON AREA SCHOOL DISTRICT (868)							
21025	Invoi	FEBRUARY TAX SETTLEMENT	52,608.70	Open	Non	02/25	803-23150
Total APPLETON AREA SCHOOL DISTRICT (868):							
			52,608.70				
FOX VALLEY TECHNICAL COLLEGE (1775)							
21025	Invoi	FEBRUARY TAX SETTLEMENT	244,004.33	Open	Non	02/25	803-23150
Total FOX VALLEY TECHNICAL COLLEGE (1775):							
			244,004.33				
KAUKAUNA AREA SCHOOL DISTRICT (235)							
21025	Invoi	FEB TAX SETTLEMENT	632,964.68	Open	Non	02/25	803-23150
Total KAUKAUNA AREA SCHOOL DISTRICT (235):							
			632,964.68				
LITTLE CHUTE AREA SCHOOL DIST (265)							
21025	Invoi	FEBRUARY TAX SETTLEMENT	1,469,944.10	Open	Non	02/25	803-23150
Total LITTLE CHUTE AREA SCHOOL DIST (265):							
			1,469,944.10				
OUTAGAMIE COUNTY TREASURER (486)							
20925	Invoi	FEBRUARY TAX SETTLEMENT	362,848.51	Open	Non	02/25	803-23150
Total OUTAGAMIE COUNTY TREASURER (486):							
			362,848.51				
Grand Totals:							
			2,762,370.32				

Report GL Period Summary

Vendor number hash: 3629
 Vendor number hash - split: 3629
 Total number of invoices: 5
 Total number of transactions: 5

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	2,762,370.32	2,762,370.32
Grand Totals:	2,762,370.32	2,762,370.32

Report Criteria:

Invoice Detail.GL Account = "20600000000"- "20699999999"
Invoice Detail.Voided = {=} FALSE

Invoice	Description	Total Cost	Period	GL Account
ACE HARDWARE LITTLE CHUTE 287525 DE-ICER		13.98	01/25	206-55110-242
Total ACE HARDWARE LITTLE CHUTE:		13.98		
AUTOMATED COMFORT CONTROLS 37084 BOILER REPAIRS		1,654.78	13/24	206-55110-245
Total AUTOMATED COMFORT CONTROLS:		1,654.78		
BAKER & TAYLOR				
2038814053 BOOKS		18.19	01/25	206-55110-206
2038814054 BOOKS		156.16	01/25	206-55110-206
2038814055 BOOKS		13.41	01/25	206-55110-206
2038814056 BOOKS		20.70	01/25	206-55110-206
2038814057 BOOKS		18.33	01/25	206-55110-206
2038814058 BOOKS		130.85	01/25	206-55110-206
2038814059 BOOKS		18.35	01/25	206-55110-206
2038814060 BOOKS		26.56	01/25	206-55110-206
2038834142 BOOKS		88.65	01/25	206-55110-206
2038834143 BOOKS		285.72	01/25	206-55110-206
2038834144 BOOKS		27.20	01/25	206-55110-206
2038834145 BOOKS		78.70	01/25	206-55110-206
2038834146 BOOKS		57.11	01/25	206-55110-206
2038834147 BOOKS		6.12	01/25	206-55110-206
2038834148 BOOKS		8.77	01/25	206-55110-206
2038834149 BOOKS		13.28	01/25	206-55110-206
2038835678 BOOKS		676.32	01/25	206-55110-206
2038835679 BOOKS		277.35	01/25	206-55110-206
2038858262 BOOKS		46.00	02/25	206-55110-206
2038858263 BOOKS		22.03	02/25	206-55110-206
2038858264 BOOKS		73.61	02/25	206-55110-206
2038858265 BOOKS		7.74	02/25	206-55110-206
2038858266 BOOKS		10.65	02/25	206-55110-206
2038858267 BOOKS		22.53	02/25	206-55110-206
2038858645 BOOKS		642.67	02/25	206-55110-206
2038858666 BOOKS		162.84	02/25	206-55110-206
2038858681 BOOKS		732.37	02/25	206-55110-206
2038871354 BOOKS		26.43	02/25	206-55110-206
2038871355 BOOKS		212.73	02/25	206-55110-206
2038871356 BOOKS		39.43	02/25	206-55110-206
2038871357 BOOKS		7.58	02/25	206-55110-206
2038871358 BOOKS		168.27	02/25	206-55110-206
2038871359 BOOKS		6.12	02/25	206-55110-206
2038871360 BOOKS		14.74	02/25	206-55110-206
2038871361 BOOKS		6.12	02/25	206-55110-206
Total BAKER & TAYLOR:		4,123.63		
CENGAGE LEARNING INC/GALE				
86471941 BOOKS		74.22	01/25	206-55110-206
86472304 BOOKS		62.97	01/25	206-55110-206
86472471 BOOKS		53.98	01/25	206-55110-206

Invoice	Description	Total Cost	Period	GL Account
86506302	BOOKS	42.73	01/25	206-55110-206
86743451	BOOKS	254.16	02/25	206-55110-206
86761975	BOOKS	117.71	02/25	206-55110-206
86762196	BOOKS	120.71	02/25	206-55110-206
Total CENGAGE LEARNING INC/GALE:		726.48		
DEMCO INC				
7593031	BOOK SHELF DVDR	332.52	01/25	206-55110-218
Total DEMCO INC:		332.52		
FISH CREEK LIBRARY				
12725REFUND	PYMT FOR DAMAGED BOOK	13.00	01/25	206-38621
Total FISH CREEK LIBRARY:		13.00		
GORDON FLESCH CO INC				
15029119	GFC LEASING CANON	107.15	02/25	206-55110-225
Total GORDON FLESCH CO INC:		107.15		
INGRAM LIBRARY SERVICES				
86122694	BOOKS	63.89	01/25	206-55110-206
86373611	BOOKS	77.58	01/25	206-55110-206
86405875	BOOKS	62.89	02/25	206-55110-206
86425005	BOOKS	60.08	02/25	206-55110-206
Total INGRAM LIBRARY SERVICES:		264.44		
MIDWEST TAPE LLC				
506566334	A/V	49.98	01/25	206-55110-210
506607575	A/V	79.98	01/25	206-55110-210
506624705	A/V	49.99	01/25	206-55110-210
506693113	DIGITAL COLLECTIONS	1,224.16	01/25	206-55110-208
Total MIDWEST TAPE LLC:		1,404.11		
OUTAGAMIE WAUPACA LIBRARY SYSTEM				
4539	DIGITAL COLLECTION	3,483.26	01/25	206-55110-208
4539	ELEC TECH	60.00	01/25	206-55110-209
Total OUTAGAMIE WAUPACA LIBRARY SYSTEM:		3,543.26		
PLAYAWAY PRODUCTS LLC				
488685	A/V	159.98	01/25	206-55110-210
488875	A/V	434.43	01/25	206-55110-210
Total PLAYAWAY PRODUCTS LLC:		594.41		
Grand Totals:		12,777.76		

Report GL Period Summary

Vendor number hash:

285198

Terms Description	Invoice Amount	Net Invoice Amount
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Vendor number hash - split:	288872
Total number of invoices:	58
Total number of transactions:	59

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	12,777.76	12,777.76
Grand Totals:	12,777.76	12,777.76

Report Criteria:

Invoice Detail.GL Account = "20600000000"- "20699999999"

Invoice Detail.Voided = {=} FALSE

MINUTES OF THE REGULAR BOARD MEETING OF FEBRUARY 5, 2025

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
Don Van Deurzen, Trustee
Larry Van Lankvelt, Trustee
Brian Van Lankveldt, Trustee
David Peterson, Trustee
Joe Harlow, Trustee

EXCUSED: Rosie Sprangers, Trustee

Roll call of Officers and Department Heads

PRESENT: Beau Bernhoft, Administrator
John McDonald, Director of Parks, Rec and Forestry
Jessica Titel, Community Development Director
Fox Valley Metro Police Chief Meister
Lisa Remiker-DeWall, Finance Director
Laurie Decker, Village Clerk
Kent Taylor, Director of Public Works
Matt Woicek, Assistant Director of Public Works

Public Appearance for Items Not on the Agenda

A resident from 1819 Maplewood Drive has concerns of vibration sounds inside his home.

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. Disbursement List
2. Approval of the Minutes of January 15, 2024

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

Ayes 6, Nays 0 – Motion Carried

Discussion/Action–Cherryvale Trail

In January 2025, the Village Board received a request by citizens to review the current policy and procedure for removing snow on the 10' (ft) sidewalk designated as a trail on the east side of Cherryvale Avenue. This portion of the trail is part of the Ebb Trail system and will serve as a connector to the Apple Creek Trail system in Appleton. Currently, the Village removes snow on approximately 7.71 miles of sidewalk and trails designated as streets (52.8%), parks/trails (38.8%), and facilities (8.4%). The existing policy is that there is no snow removal on a trail when there is a sidewalk on the opposite side of the street that property owners are required to maintain. Trail systems that currently require snow removal where there are sidewalks on the opposite side of the street, are designated as “Safe Routes to School” pathways located in Legion and Van Lieshout Parks.

There are two additional locations that are currently not included in the snow removal program. The asphalt trails on the West and East ends of Van Lieshout Park and the sidewalk that serves as portion of Ebb Trail on Evergreen Drive. The challenges are Ebb Trail property owners on Evergreen (Vandenbroek to Holland) – will experience windrows on the apron and driveway side of their property that they would be required to maintain large or repetitive snow events - snowplow efforts around Van Lieshout Park would create windrows between

the trail and the curb, ultimately requiring more attention on the trail than just one cycle of snow removal. Trackless machine - used for sidewalk snow removal is the only machine we have specifically for snow removal on sidewalks. Taking on additional routes could shorten the lifespan of the machine that salts sidewalks and safe routes to school pathways. At this time, the Village does not own an additional trackless machine.

Moved by Trustee Harlow, seconded by Trustee B. Van Lankveldt to stay with the policy.

Ayes 5, Nays 1(Peterson) – Motion Carried

Discussion/Action—E-Bike Ordinance Introduction, Set Public Hearing

With rising popularity and usership of Electric Bikes (E-Bikes) and toy vehicles, staff have worked with the Police Chief to address proper and safe use within the Village Parks and other public areas. Currently, there is no ordinance under Chapter 32-1 (Park Regulations), that addresses the use of E-Bikes and toy vehicles within parks and on the public roadways and sidewalks. The Parks Planning Committee has reviewed and provided a recommendation to Village Board to approve this ordinance update.

Moved by Trustee L. Van Lankveldt, seconded by B. Van Lankveldt to set the E-Bike Ordinance Public Hearing for March 19, 2025.

Ayes 6, Nays 0 – Motion Carried

Discussion/Action—Board Vacancy

Clerk Decker stated pursuant to State Statute Wis.Stat.s.8.35 if a vacancy occurs after nomination due to death the vacancy may be filled by the Village Board if there are other candidates on the ballot. Since we have another candidate on the ballot we provide a notice of the vacancy under Wis.Stat.s.8.35.(2)(c). If a vacancy in nomination occurs due to the death of a candidate, the officer or agency with whom nomination papers are filed for the office shall promptly notify the chairperson, committee or body, if any, that the vacancy may be filled within 4 days of the date of the notice, as shown by the postmark if the notice is mailed. The chairperson, committee or body may file a sworn certificate of nomination with the official of agency within the 4-day period. If a candidate is not appointed for this vacancy, it will become a write-in office where the position will be offered to the candidate with the most write-in votes on April 1, 2025. Staff recommends appointing a candidate for the Spring Election of 2025.

Moved by Trustee B. Van Lankveldt, seconded by Trustee Van Deurzen to Appoint Larry Van Lankveldt.

Ayes 6, Nays 0 – Motion Carried

Discussion/Action—Award Bid for Ash Tree Removal

In 2020, the Village entered a ten-year Ash Tree removal program due to the Emerald Ash Borer disease that has spread throughout much of Wisconsin. On January 31st, proposals were received for Ash & Various Tree Removal RFP. Five (5) proposals were received ranging from \$14,700 to \$24,119. A detailed bid tabulation is included below for your review. Upon staff review, Onsite Logging was selected as the contractor that appears to be a responsible bidder and qualified to perform the tree removal work.

Moved by Trustee B. Van Lankveldt, seconded by Trustee L. Van Lankveldt to Award Bid to Onsite Logging in the amount of \$14,700.

Ayes 6, Nays 0 – Motion Carried

Department and Officer Reports

Department Heads and Officers provided progress reports to the Board.

Call for Unfinished Business

None

Items for Future Agenda

None

Closed Sessions:

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

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

Moved by Trustee Harlow, seconded by B. Van Lankveldt to enter closed session at 6:42 p.m.

Ayes 6, Nays 0 – Motion Carried

Return to Open Session

Moved by Trustee Harlow, seconded by B. Van Lankveldt to exit closed session at 7:28 p.m.

Discussion/Action—2025 Budget Amendment TID 7 Holland Road Oversizing

Moved by Trustee Harlow, seconded by Trustee Van Deurzen to Approve the 2025 Budget Amendment TID 7 Holland Road Oversizing.

Ayes 6, Nays 0 – Motion Carried

Action—Development Agreement

Moved by Trustee Harlow, seconded by Trustee Van Deurzen to Approve Development Agreement as \ presented.

Adjournment

Moved by Trustee Van Deurzen, seconded by Trustee B. Van Lankveldt to Adjourn the Regular Board meeting at 7:29 p.m.

Ayes 6, Nays 0 – Motion Carried

VILLAGE OF LITTLE CHUTE

By:

Michael R. Vanden Berg, Village President

Attest: _____

Laurie Decker, Village Clerk

VILLAGE OF LITTLE CHUTE

ORDINANCE NO. __, SERIES OF 2024

AN ORDINANCE AMENDING THE SEWER UTILITY ORDINANCE SECTIONS 34-1 AND 34-128 THROUGH 34-415 OF THE VILLAGE OF LITTLE CHUTE MUNICIPAL CODE.

WHEREAS, the Village Utility Commission considered changes to amend the sewer utility ordinance sections of the Little Chute Municipal Code on February 18, 2025; and

WHEREAS, the Village Board of Trustees, Village of Little Chute finds the following ordinance amendments to be in the public interest;

NOW THEREFORE, the Village Board of Trustees, Village of Little Chute, do ordain as follows:

Section 1: That the Public Utilities Ordinance, Chapter 34, Section 34-1 is hereby amended by adding the underlined text and deleting the strikethrough text as set forth below:

Sec. 34-1. Compulsory connection to sewer and water.

- (a) *Notice to connect.* Wherever sewer and/or water becomes available to any building within Village limits used for human habitation, ~~the health officer and/or building inspector~~DDepartment of Public Works shall notify, in writing, the owner, agent or occupant thereof to connect all facilities thereto required by the ~~health officer and/or building inspector~~DDepartment of Public Works. If such person to whom the notice is provided fails to connect to available sewer and/or water facilities within 30 days, the ~~health officer and/or building inspector~~DDepartment of Public Works shall cause the necessary connections to be made and the expense thereof shall be assessed as a special tax against the property pursuant to Wis. Stats. § 281.45.
- (b) *Abatement of privies and cesspools.* After connection to a water main and public sewer, no privy, privy vault, or cesspool shall be constructed or maintained upon such lot or parcel and shall be abated upon 30 days' written notice for such abatement by the ~~health officer and/or building inspector~~DDepartment of Public Works. If not so abated, the ~~health officer and/or building inspector~~DDepartment of Public Works shall cause the same to be done and the cost thereof assessed as a special tax against the property.
- (c) *Abandonment of private wells.* After connection to a water main, any well on the lot or parcel shall be abandoned or a well permit obtained in accordance with section 34-107 of this code upon 30 days' written notice by the department of public works. If a private well is not abandoned, the department of public works may cause the same to be done and the cost thereof assessed as a special tax against the property.
- (ed) *Time extension.* The village board may extend the time for connection hereunder or may grant other temporary relief where strict enforcement would work an unnecessary hardship without corresponding public or private benefit.

Section 2: That the Public Utilities Ordinance, Chapter 34, Article III is hereby amended by adding the underlined text and deleting the strikethrough text as set forth below:

ARTICLE III. SEWER USE AND ~~INDUSTRIAL COST RECOVERY~~ RATE REGULATIONS

DIVISION 1. GENERALLY

Sec. 34-128. Sump pump discharge regulated.

- (a) *Findings.* The village board finds that uncontrolled discharge from sump pumps including frozen runoff onto public sidewalks and streets and excess runoff from one lot onto another, poses a threat to the public health and safety. The problem is not uniform throughout the village, as it varies with the ~~topology~~topography of the area and on the soil contents.
- (b) *Discharge into storm sewer required.* Where a connection order is issued in accordance with this section, a sump pump shall be connected so as to discharge into a storm sewer. The expense incurred to connect to the storm sewer is the responsibility of the property owner.
- (c) *Where system not available.* Where no storm sewer system is available or is not adequate to receive the anticipated flow, between the dates of November 15 and April 15 of the following year, the sump pump discharge shall drain on the premises, not onto the roadway, ~~or curbing, or sidewalk.~~
- (d) *Issuance of connection order.* The ~~building inspector~~Department of ~~P~~ublic ~~W~~orks shall issue a written order that a property drain its sump pump discharge into a storm sewer if a storm sewer is adjacent to the lot and a lateral has been installed to the property line.
- (e) *Inspection.* All connections to the storm sewer must be inspected by the ~~building inspector~~Department ~~of Public~~Works.
- (f) *Connection order; extensions.* A connection order may be served, in person or by first class mail, upon either the owner of the property or its occupant. The order shall provide that, unless an appeal from the order is timely filed, connection to the storm sewer shall be made within 45-30 days after its issuance. Upon issuing such an order, the ~~building inspector~~Department of ~~P~~ublic ~~W~~orks shall promptly file a copy thereof with the village clerk. Upon reasonable written request made by the owner, time extensions may be granted for ordered connections at the discretion of the ~~building inspector~~Department of ~~P~~ublic ~~W~~orks.
- (g) *Appeal of order.* The procedure for an appeal of the connection order is as follows:
 - (1) Within 30 days after issuance and filing of a determination of public necessity, the owner or occupant may file with the village clerk a petition to the village board for de novo review of the order. The matter shall be set for a public hearing before the village board, and the village clerk shall give notice of the time and place thereof to the petitioner. No person shall be in violation of this section for failure to comply with a connection order so long as an appeal to the village board is pending. The petitioner and the ~~building inspector~~Department of ~~P~~ublic ~~W~~orks may appear and be heard at the review hearing.
 - (2) At the conclusion of the hearing the board shall:
 - a. Ratify the order;
 - b. Revoke the order; or
 - c. Modify the order in a manner consistent with the circumstances of the case and the public health and safety.

Sec. 34-129. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Ammonia-nitrogen is a measure for the amount of ammonia, a toxic pollutant often found in landfill leachate and in waste products, such as sewage, liquid manure, and other liquid organic waste products.

Biochemical oxygen demand (BOD) means the quantity of oxygen utilized in the biochemical oxidation of organic matter in five days at 20 degrees Celsius, expressed as milligrams per liter (mg/l). Quantitative determination of BOD shall be made in accordance with procedures set forth in standard methods.

Building drain means that part of the lowest horizontal piping of a drainage system which received the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet (1.5 meters) outside the inner face of the building wall.

Building sewer means the extension from the building drain to the public sewer or other place of disposal, also called house connection.

Categorical Pretreatment Standards or Pretreatment Standards means the regulation containing pollutant discharge limits promulgated by the Environmental Protection Agency ("EPA") in accordance with Sections 307 (b) and (c) of the Act (33 U.S.C. 1347) which applies to a specific category of Industrial Users.

Category A means those sanitary sewer users who discharge normal domestic wastewater with concentrations of:

- (1) Ammonia-nitrogen no greater than 35 mg/l;
- (2) BOD no greater than 180 mg/l;
- (3) Suspended solids no greater than 250 mg/l; ~~and~~
- (4) Phosphorus no greater than eight mg/l; ~~and~~
- (5) Chlorides no greater than 750 mg/l.

Category B means those sanitary sewer users who discharge wastewater with concentrations of:

- (1) Ammonia-nitrogen ~~no~~ greater than 35 mg/l;
- (2) BOD greater than 180 mg/l;
- (3) Suspended solids greater than 250 mg/l; ~~and~~
- (4) Phosphorus greater than eight mg/l; ~~and~~
- (5) Chlorides greater than 750 mg/l.

Chlorine requirement means the amount of chlorine, in mg/l, which must be added to sewage to produce a specified residual chlorine content in accordance with procedures set forth in standard methods.

~~*Combined sewer means a sewer intended to receive both wastewater and stormwater or surface water.*~~

Compatible pollutants means biochemical oxygen demand, suspended solids, phosphorus, pH, or fecal coliform bacteria, plus additional pollutants identified in the WPDES permit for the publicly owned wastewater treatment facility receiving the pollutants, if such works were designated to treat such additional pollutants and, in fact, does remove such pollutants to a substantial degree.

District or *HOVMSD* means the Heart of the Valley Metropolitan Sewerage District (HOVMSD), a multigovernmental regional district supervised and regulated by the Heart of the Valley Metropolitan Sewerage Commission.

District approving authority means the district ~~engineer/manager/director~~, or other authorized representatives of the district.

District wastewater collection facilities or *district wastewater collection system* means the district interceptor sewer and the metering stations, both of which are owned, operated, and maintained by the HOVMSD.

Easement means an acquired legal right for the specified use of land owned by others.

Floatable oil means oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable oil if it is properly pretreated, and the wastewater does not interfere with the collection system.

Garbage means the residue from the preparation, cooking, and dispensing of food, and from the handling, storage, and sale of food products and produce.

Grantee means the district, for those projects in which the district receives federal funding. The grantee means the municipality for those projects in which the municipality receives federal funding.

Ground garbage means the residue from the preparation, cooking, and dispensing of food that has been shredded to such a degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in public sewers with no particle greater than one-half inch in any dimension.

Heart of the Valley Metropolitan Sewerage Commission means the sovereign governing body of the Heart of the Valley Metropolitan Sewerage District.

Incompatible pollutants means wastewater with pollutants that will adversely affect or disrupt the quality of wastewater treatment if discharged to a wastewater treatment facility.

Industrial cost recovery charge means a charge collected by the village from users discharging industrial wastes for the recovery of the federal EPA grant amount allocable to the treatment of the user's wastewater volume and characteristics at design capacity of federal EPA funded wastewater collection and treatment facilities, as further defined under article VII of this chapter.

Industrial user, for the purpose of industrial cost recovery, means: a user that discharges industrial waste into the wastewater collection system.

(1) Any nongovernmental, nonresidential user of publicly owned treatment works which discharge more than the equivalent of 25,000 gallons per day (gpd) of sanitary wastes and which is identified in the Standard Industrial Classification (SIC) manual, 1972, Office of Management and Budget, as amended and supplemented under one of the following divisions:

Division A	Agriculture, forestry, fishing
Division B	Mining
Division D	Manufacturing
Division E	Transportation, communications, electric, gas and sanitary services
Division I	Services

a. The grantee may exclude domestic wastes or discharges from sanitary conveniences.

b. After applying the sanitary waste exclusion, discharges in the divisions in this definition that have a volume exceeding 25,000 gpd or the weight of BOD or suspended solids equivalent to that weight found in 25,000 gpd of sanitary waste are considered industrial users.

(2) A user who discharges any wastewater containing toxic pollutants or which has any other adverse effect on the treatment works.

(3) A commercial user of an EPA funded individual system.

Industrial waste means the wastewater from resulting from the processes employed in agriculture, forestry, fishing, industry or manufacturing, energy production, or from the development of a natural resource industrial process, trade, or business as distinct from sanitary sewage.

Infiltration means the water entering a sewer system and service connections from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. The term "infiltration" does not include, and is distinguished from, inflow.

Inflow means the water discharged into a sewer system, including service connections, from such sources, as but not limited to, roof leaders, cellar, yard and area drains, foundation drains, cooling water discharges, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers and combined sewers, catch basins, storm sewers, surface run-off, street wash waters, or drainage. The term "inflow" does not include, and is distinguished from, infiltration.

Inflow and infiltration (I/I) means the total quantity of water from both infiltration and inflow without distinguishing the source.

Major contributing industry~~Significant industrial user~~ means ~~an industry~~a user that:

- (1) Is subject to Categorical Pretreatment Standards; or
- (1) Any other user that:
 - a. Has a flow of 5025,000 gallons or more per average workday (excluding sanitary, non-contact cooling and boiler/blowdown wastewater); or
 - (2) b. Has a process waste stream flow greater than five percent of the flow carried by the wastewater collection and treatment facilities receiving the waste or more of the average dry weather hydraulic or organic capacity of the District wastewater collection facilities; or
 - (3) Has a material in its discharge included on a list of toxic pollutants issued under Wis. Stats. § 283.21; or
 - (4) c. Has a significant impact, either singularly or in combination with other contributing industries, on the wastewater treatment facility or the quality of its effluent is designated as such by the District as defined in 40 CFR 403.12 (a) on the basis that the Industrial User has a reasonable potential for adversely affecting the District wastewater collection facilities operation or for violating any pretreatment standard or requirement (in accordance with 40 CFR 403.8 (f)(6)).

Municipal approving authority means the village engineer~~director of public works~~ or other authorized representatives of the village.

Municipal wastewater collection facilities or *municipal wastewater collection system* means the municipal sewer systems, structures, equipment, and processes required to collect and carry away wastewater. These municipal wastewater collection facilities, which are owned, operated, and maintained by the municipalities, extend to the influent point of the metering stations owned by the district.

Municipality means the Village of Little Chute.

Natural outlet means any outlet, including storm sewer outfalls ~~and combined sewer outfalls~~ into a watercourse, pond, ditch, lake, or other body of surface water or groundwater.

Normal domestic strength wastewater means wastewater with concentrations of BOD no greater than 180.

Operation and maintenance costs means and includes all costs associated with the operation and maintenance of the wastewater collection and treatment facilities, as well as the costs associated with periodic equipment replacement necessary for maintaining capacity and performance of wastewater collection and treatment.

parts per million means a weight-to-weight ratio; the parts per million value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.

pH means the reciprocal of the logarithm of the hydrogen concentration. The concentration is the weight of hydrogen-ions, in grams, per liter of solution. Neutral water, for example, has a pH value of seven and a hydrogen-ion concentration of 10-7.

Public sewer means any publicly owned sewer, storm drain, or sanitary sewer, ~~or combined sewer~~.

Replacement costs means expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the service life of the wastewater treatment facility to maintain the capacity and performance for which such facilities were designed and constructed.

Sanitary sewage means a combination of liquid and water-carried wastes discharged from toilets and/or sanitary plumbing facilities, together with such groundwater, surface water, and stormwater as may be present.

Sanitary sewer means a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with minor quantities of groundwater, stormwater, and surface water that are not admitted intentionally.

Segregated domestic wastes means wastes from residential sources resulting from normal domestic activities which are measurable and set apart from industrial, trade, cooling water, and/or process discharge wastes.

Sewage means the spent water of a community. The preferred term is wastewater, as defined in this section.

Sewer means a pipe or conduit that carries wastewater or drainage water.

Sewerage System means the wastewater collection system and the wastewater treatment facility.

Slug means any discharge of water or wastewater which, in concentration of any given constituent or in quality of flow, exceeds for any period of duration longer than 15 minutes, more than five times the average 24-hour concentration of flows during normal operation and shall adversely affect the system and/or performance of the wastewater treatment work.

Standard methods means the examination and analytical procedures set forth in the most recent edition of Standard Methods for the Examination of Water, Sewage, and Industrial Wastes published jointly by the American Public Health Association, the American Water Works Association, and the Federation of Sewage and Industrial Wastes AssociationWater Environment Federation.

Storm drain or storm sewer means a drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source.

Stormwater runoff means that portion of the rainfall that is drained into the sewers.

Suspended solids means solids that either float on the surface of, or are in suspension in, water, wastewater, or other liquids, and that are removable by laboratory filtering as prescribed in Standard Methods for Examination of Water and Wastewater, and are referred to as nonfilterable residue.

Unpolluted water means water of quality equal to or better than the effluent criteria in effect, or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

User charge means a charge levied on users of the wastewater collection and treatment facilities for payment of operation and maintenance and capital costs of said facilities.

Wastewater means the spent water of a community. The term "wastewater," from the standpoint of source, may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and stormwater that may be present.

Wastewater collection facilities or wastewater collection system means the district and municipal wastewater collection facilities.

Wastewater treatment facility means an arrangement of devices and structures for treating wastewater, industrial wastes, and sludge. Sometimes used synonymously with waste treatment.

Watercourse means a natural or artificial channel for the passage of water, either continuously or intermittently.

Wisconsin Pollutant Discharge Elimination System (WPDES) Permit means a document issued by the state department of natural resources which establishes effluent limitations and monitoring requirements for the district's wastewater treatment facility. The WPDES Permit No. WI-0031232-2 and modifications thereof pertain to the district's wastewater treatment facility.

Sec. 34-130. Purpose.

The village is located within the geographic boundaries of the Heart of the Valley Metropolitan Sewerage District (HOVMSD) and receives sanitary sewer service from HOVMSD. HOVMSD has enacted sewer use and user charge ordinance, Ord. No. 2006-1, relating to the discharge of wastewater into the public sewerage system, setting forth discharge limitations and prohibitions relative to wastewater and establishing sewer charges, connection fees and other charges.

Sec. 34-131. HOVSMO connection fee.

- (a) For each connection of a building sewer, as defined in the HOVMSD sewer use and user charge ordinance, Ord. No. 2006-1, to a public sewer located within the village, there shall be paid to the village such connection charges or connection fees as may be determined from time to time pursuant to the HOVMSD sewer use and user charge ordinance, Ord. No. 2006-1, as amended from time to time, which charges and fees are incorporated herein by reference. Such payment to the village shall be made by or on behalf of the person seeking the connection at the time and in the manner in subsection (b) of this section.
- (b) The owner of every new building sewer as defined in this article and in the HOVMSD sewer use and user charge ordinance, Ord. No. 2006-1, as a condition for connection to a public sewer located within the village shall pay to the village such connection charges or connection fees at the time of, and as a condition for, installation of a water meter, for servicing the building or other facility served by the building sewer. If no water meter is required to be installed or the facility is already serviced by a water meter, then the charges or fees shall be paid to the village on or prior to the connection of the building sewer to the public sewer as a condition for connection.

Secs. 34-132—34-160. Reserved.

DIVISION 2. USE OF THE PUBLIC SEWERS

Sec. 34-161. Prohibited discharges into sanitary sewers.

- (a) *Exceptions.* No person shall ~~allow the discharge of~~ cause to be discharged any unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage, or unpolluted industrial cooling or process water to any sanitary sewer, ~~subject to the exception of article XII, section 12.05~~. Stormwater runoff from limited areas, which may be polluted at times, may be discharged to the sanitary sewers by permission of the district approving authority.
- (b) *Compliance with HOVMSD sewer use and user charge ordinance.* No person shall discharge waste or wastewater into a public sewer located within the village except in accordance with the provisions of HOVMSD sewer use and user charge ordinance, Ord. No. 2006-1, as amended from time to time, and in accordance with any other ordinances of this village having application thereto.

Sec. 34-162. Discharges into storm sewers.

Stormwater, other than that exempted under section 34-161, and all other unpolluted drainage shall be discharged to such sewers as are specifically designated storm sewers, or to a natural outlet. ~~Stormwater, including unpolluted industrial cooling water or process waters may be discharged, on approval of the district approving authority, to a combined sewer.~~

Sec. 34-229~~163~~. Sanitary sewer lateral fees; inspection and enforcement provisions.

- (a) *Purpose.* Freshwater infiltration into the village and/or sewerage district sanitary mains through sanitary sewer laterals serving residential, commercial, and industrial properties adversely impacts the sewerage treatment systems in terms of expense, efficiency, and overall burden on sewerage treatment facilities. In the interest of health, safety, and general welfare of village residents, it is necessary to impose inspection and enforcement provisions in an effort to minimize such adverse impacts.
- (b) *Sewer lateral fees.* The following fees are hereby created and imposed, each fee separately at the rate of \$50.00 per month, payable in monthly installments and billed with the regular monthly billing for village utility services:
 - (1) *Televising refusal fee.* A \$50.00 monthly fee is hereby imposed for connection of sewer laterals against every property connected to the sanitary sewerage system, serving village residents, which owner

refuses to consent to televising of the sewer lateral by the village. This fee will be imposed beginning 30 days after request has been made by the village for permission to teleview the owner's sewer lateral. This fee will continue until the property owner consents to televising by the village.

(2) Failure to correct fee. A \$50.00 monthly fee is also hereby imposed for connection of sewer laterals against every property connected to the sanitary sewerage system, serving village residents, which owner fails to take corrective action upon request by the village to repair sewer laterals leaking freshwater into the sewerage system. This fee will be imposed beginning 30 days following notice by the village to the owner that corrective action is required and has not been completed on schedule and will continue until corrective action by the owner has been taken.

(c) Fee exemptions. The following are the exemptions and procedures from lateral fees:

(1) Televising exemption. Upon request by the village public works department to teleview a sewer lateral connected to a sewer main in the village, the property owner may grant consent to teleview the lateral by signing a consent form approved by the village. Upon receipt of such signed consent form, the village is authorized to access the private sewer lateral and adjacent property for purposes of televising the lateral. Owners complying with this section are exempt from the televising refusal fee.

(2) Corrective fee exemption. Each owner that repairs all laterals determined by the village to be leaking freshwater into the sewerage system shall be exempt from the failure to correct fee beginning at such time that verification of corrective action has been provided by the owner to the village.

(d) Statutory warrants and procedures. The village hereby preserves its rights to obtain special inspection warrants pursuant to Wis. Stats. § 66.0119, in addition to the procedures set forth in this section.

Sec. 34-164. Disposal of septic tank sludge and holding tank sewage.

(a) No person in the business of gathering and disposing of septic tank sludge or holding tank sewage shall transfer such material into any disposal area or public sewer unless a permit for disposal has been first obtained from the district approving authority. Written application for this permit shall be made to the district approving authority and shall state the name and address of the applicant; the number of its disposal units; and the make, model, and license number of each unit. Permits shall be nontransferable, except in the case of replacement of the disposal unit for which a permit shall have been originally issued. The permit may be obtained upon payment of a fee per calendar year established from time to time by the district approving authority and approved by the HOVMSC. The time and place of disposal will be designated by the district approving authority.

(b) The district approving authority may impose such conditions as it deems necessary on any permit granted.

(c) Any person or party disposing of septic tank sludge or holding tank sewage shall carry public liability insurance in an amount not less than \$1,000,000.00 to protect any and all persons or property from injury and/or damage caused in any way or manner by an act, or the failure to act, by any of his their employees. The person shall furnish a certificate certifying such insurance to be in full force and effect.

(d) All materials disposed of into the treatment system shall be of domestic origin, or compatible pollutants only, and each waste hauler shall comply with the provisions of any and all applicable ordinances of the village and shall not deposit or drain any gasoline, oil, acid, alkali, grease, rags, waste, volatile, or inflammable liquids, or other deleterious substances into any manhole, nor allow any earth, sand, or other solid material to pass into any part of the sewerage system. Such wastes shall not exceed BTEX concentration of one (1.0) mg/l and a total benzene concentration of five tenths (0.5) mg/l.

(e) Payments for disposal of septic tank sludge and/or holding tank sewage shall be made to the district. If the material is disposed of into one of the village's sanitary sewers, the district shall credit the village for the full amount of the disposal charge. Additional charges as determined by the municipal approving authority may be imposed.

(fe) The person disposing waste agrees to indemnify and hold harmless the village and district from any and all liability and claims for damages arising out of the resulting from work and labor performed.

Sec. 34-~~163~~165. Prohibitions and limitations.

Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

- (1) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
- (2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, which either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, or create a public nuisance in the receiving waters of the wastewater treatment facility.:
 - (a) causes fumes within the Sewerage System;
 - (b) creates a toxic effect;
 - (c) cause a public nuisance in the receiving waters of the Sewerage System;
 - (d) exceeds the limitation set forth in Categorical Pretreatment Standards set forth in this Ordinance.
- (3) Any waters or wastes having a pH lower than 5.5-0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the wastewater collection and treatment facilities.
- (4) Any waters or wastes having a pH in excess of 9.0.
- (5) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in public sewers or other interference with the proper operation of the wastewater collection and treatment facilities, such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
- (6) The following described substances, materials, waters, or waste shall be limited in discharges to municipal sanitary sewer systems to concentrations or quantities which will not harm either the sanitary sewers, wastewater treatment process, or equipment; will not have an adverse effect on the receiving stream; or will not otherwise endanger lives, limb, public property, or constitute a nuisance. The district approving authority may set limitations lower than the limitations established in the regulations below if, in his their opinion such more severe limitations are necessary to meet the above objectives. In forming his their opinion as to the acceptability, the district approving authority will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sanitary sewers, the wastewater treatment process employed, capacity of the waste in the wastewater treatment facility, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewaters discharged to the sanitary sewers which shall not be violated without approval of the district approving authority are as follows: Wastewater with any of the following characteristics or containing any of the following pollutants:
 - a. Wastewater having a temperature higher than 150 degrees Fahrenheit or 65 degrees Celsius or any wastewater which, in combination with other wastewater, will cause the temperature of the raw wastewater entering the wastewater collection and treatment facilities to exceed 104 degrees Fahrenheit or 40 degrees Celsius.
 - b. Wastewater containing more than 25 mg/l of petroleum oil, nonbiodegradable cutting oils, or oils of mineral origin which will cause interference or pass through (nonpolar substances).

- c. Wastewater from users containing floatable oils, fat, grease or wax, whether emulsified or not in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures from zero to 65 degrees Celsius or 32 to 150 degrees Fahrenheit at the point of discharge as analyzed for in accordance with standard methods (polar substances).
- d. Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
- e. Any waters or wastes containing iron, chromium, copper, zinc, and similar, objectionable toxic substances to such degree that any such material received in the composite wastewater at the wastewater collection and treatment facilities exceeds the limits established by the district or village engineer for such materials.
- f. Any waters or wastes containing odor-producing substances exceeding limits which may be established by the district approving authority.
- g. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the district approving authority in compliance with applicable state or federal regulations.
- h. Quantities of flow, concentrations, or both, which constitute a slug as defined in section 34-129.
- i. Any waters or wastes containing substances which are not ~~amendable~~amenable to treatment or reduction by the wastewater treatment processes employed, ~~or are amendable to treatment only to such degree that the wastewater treatment facility effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.~~
- j. Any waters or wastes which, by interaction with other waters or wastes in the sanitary sewer system, release obnoxious gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.
- k. Materials which exert or cause:
 - 1. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment facility.
 - 2. Unusual volume of flow or concentration of wastes constituting slugs as defined in section 34-129.
 - 3. Unusual concentrations of inert suspended solids such as, but not limited to, Fuller's earth, lime slurries, and lime residues, or of dissolved solids such as, but not limited to, sodium sulfate.
 - 4. Excessive discoloration such as, but not limited to, dye wastes and vegetable tanning solutions.

~~l. Wastewater containing more than 750 mg/l of chlorides.~~

- ~~ml. The village engineer Department of Public Works or the district approving authority may set limits lower than the limitations set forth above in this subsection if, in the municipal approving authority's sole opinion, more severe stringent limitations for limited periods of time are necessary in order to avoid:~~
 - 1. Harm to the sewerage system;
 - 2. Endangerment of public health; or
 - 3. A public nuisance.

- (7) Any substance which may cause the HOVMSD facility's effluent or any other product of the HOVMSD facility such as residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. In no case, shall a substance discharged to the HOVMSD facility cause the HOVMSD facility to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations affecting sludge use or disposal criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Act, the Toxic Substances Control Act, or state criteria applicable to the sludge management method being used.
- (8) Any sludges, floats, skimmings, etc., generated by an industrial or commercial user's pretreatment system. Such sludges shall be contained, transported, and disposed of by haulers in accordance with all federal, state, and local regulations.
- (9) Any substances in amounts or concentration that can interfere with the flow of wastewaters within the sanitary sewerage systems, in violation of 40 CFR 403.5.
- (10) The village shall comply with all the appropriate requirements of the district's ~~WPDES Permit No. WI-0031232-2~~ Department of Natural Resources Wisconsin Pollutant Discharge System (WPDES) program and of all modifications thereof. No discharge shall be allowed into the sanitary sewers that is in violation of the requirements of the WPDES permit and the modifications thereof.

Sec. 34-~~164~~166. Special arrangements.

No statement contained in this article shall be construed as prohibiting any special agreement between the district approving authority and municipal approving authority with any person whereby an industrial waste of unusual strength of character may be admitted to the wastewater collection and treatment facilities, either before or after pretreatment, provided that there is no impairment of the functioning of the wastewater collection and treatment facilities by reason of the admission of such wastes, and no extra costs are incurred by the district or village without recompense by the person, provided that all rates and provisions set forth in this chapter are recognized and adhered to.

Secs. 34-~~165~~167—34-181. Reserved.

DIVISION 3. CONTROL OF INDUSTRIAL WASTES DIRECTED TO PUBLIC SEWERS

Sec. 34-182. Submission of basic data.

- ~~(a) Within three months after passage of the sewer use and user charge ordinance, Ord. No. 2006-1, of the district, each person who discharges industrial wastes to a public sewer shall prepare and file with both the district approving authority and municipal approving authority a report that shall include pertinent data relating to the quantity and characteristics of the wastes discharged to the wastewater collection and treatment facilities. This data shall be subsequently provided annually to both authorities at a time specified by the district approving authority.~~
- ~~(ba) Similarly, each person, except residential dischargers, desiring to make a new connection to a public sewer for the purpose of discharging industrial wastes shall prepare and file with both the district approving authority and the municipal approving authority a report that shall include actual or predicted data relating to the quantity and characteristics of the waste to be discharged.~~
- ~~(b) All significant industrial users shall obtain a Wastewater Discharge Permit from the district approving authority pursuant to the sewer use and user charge ordinance, Ord. No. 2006-1, of the district.~~
- ~~(c) Data provided pursuant to subsections (a) and (b) of this section is required to comply with the Village's district's WPDES Permit No. WI-003123202.~~

Sec. 34-183. Extension of time.

When it can be demonstrated that circumstances exist which would create an unreasonable burden on the person to comply with the time schedule imposed by section 34-182, a request for extension of time may be presented to the district approving authority for consideration.

Sec. 34-184. Industrial discharges.

If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters or wastes contain substances or possess the characteristics enumerated in division 2 of this article, and which, in the judgment of the district approving authority have a deleterious effect upon the sewage works, processes, equipment, or receiving waters, or which otherwise create a hazard to life, health, or constitute a public nuisance, the district approving authority may:

- (1) Reject the wastes;
- (2) Require pretreatment to an acceptable condition for discharge to public sewers;
- (3) Require control over the quantities and rates of discharge; and/or
- (4) Require payment to cover the added cost of handling and treating the wastes ~~not covered by existing taxes or sewer charges from the person discharging the wastes,~~ under the provisions of section 34-164.

Sec. 34-185. Control manholes.

- (a) Each person discharging industrial wastes into a public sewer shall construct and maintain one or more control manholes or access points to facilitate observation, measurement, and sampling of ~~his~~their wastes, including domestic sewage.
- (b) Control manholes or access facilities shall be located and built in a manner acceptable to the district approving authority, and the location of the same shall be approved by the municipal approving authority. If measuring devices are to be permanently installed, they shall be of a type acceptable to the district approving authority.
- (c) Control manholes, access facilities, and related equipment shall be approved by the district approving authority prior to the beginning of construction, shall be installed at the industrial user's expense, and shall be maintained by the industrial user so as to be in safe condition, accessible, and in proper operating condition at all times.

Sec. 34-186. Measurement of flow.

~~The volume of flow used for computing industrial waste collection and treatment charges shall be the metered water consumption of the person as shown in the records of meter readings maintained by the water department except as noted in sections 34-187 and 34-188.~~

~~(Code 2006, § 9-2-24; Ord. No. 12(Ser. of 2007), exh. A(9-2-24), 9-5-2007)~~

Sec. 34-187. Provision for deductions.

~~In the event that a person discharging industrial waste into the sanitary sewers produces evidence satisfactory to the district approving authority that more than 20 percent of the total annual volume of water used for all purposes does not reach the sanitary sewer, then the determination of the water consumption to be used in computing the waste volume discharged into the sanitary sewer may be made a matter of agreement between the district approving authority, and the municipal approving authority, with the person.~~

~~(Code 2006, § 9-2-25; Ord. No. 12(Ser. of 2007), exh. A(9-2-25), 9-5-2007)~~

Sec. 34-188. Metering of waste.

~~Devices for measuring the volume of waste discharged may be required by the district approving authority if this volume cannot otherwise be determined from the metered water consumption records. Metering devices for determining the volume of waste shall be installed, owned, and maintained by the person. Following approval and installation, such meters may not be removed without the consent of the district approving authority and the municipal approving authority.~~

~~(Code 2006, § 9-2-26; Ord. No. 12(Ser. of 2007), exh. A(9-2-26), 9-5-2007)~~

Sec. 34-189186. Waste sampling.

- (a) Industrial wastes discharged into the public sewers shall be subject to periodic inspection and a determination of character and concentration of said wastes. The determination shall be made by the industry as often as may be deemed necessary by the ~~district municipal~~ approving authority. Frequency of sampling will be determined for each industrial user based on the character of the wastewater.
- (b) Samples shall be collected in such a manner as to be representative of the composition of the wastes. The sampling may be accomplished either manually or by the use of mechanical equipment acceptable to the ~~district municipal~~ approving authority.
- (c) Samples, operation, and maintenance of the sampling facilities shall be the responsibility of the person discharging the waste and shall be subject to the approval of the ~~district municipal~~ approving authority. Access to sampling locations shall be granted to the district approving authority, municipal approving authority, or their duly authorized representative at all times. Every care shall be exercised in the collection of samples to ensure their preservation in a state comparable to that at the time the sample was taken.

Sec. 34-190187. Pretreatment.

When required, in the opinion of the district approving authority, to modify or eliminate wastes that are harmful to the structures, processes, or operation of the wastewater treatment works, the person shall provide at ~~his their~~ expense such preliminary treatment processing facilities as may be determined necessary to render the wastes acceptable for admission to the sanitary sewers. Preliminary treatment or processing facilities may be required when, in the opinion of the municipal approving authority, it is necessary to eliminate harmful effects to the structures, processes or operation of the municipal wastewater collection facilities.

Sec. 34-191188. Grease and/or sand interceptors.

Grease, oil, and sand interceptors shall be provided when, in the opinion of the district approving authority or municipal approving authority, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, as specified in section 34-163(6)c, or any flammable wastes, sand, or other harmful ingredients, except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the district approving authority or the municipal approving authority and shall be located as to be readily and easily accessible for cleaning and inspection. In maintaining these interceptors, the owner shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the district approving authority or the municipal approving authority. Disposal of the collected materials performed by owner's personnel or currently licensed waste disposal firms must be in accordance with currently acceptable state department of natural resources practice.

Sec. 34-192189. Analyses.

- (a) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this article shall be determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association, and with federal regulations, 40 CFR 136, Guidelines Establishing Test Procedures for Analysis of Pollutants. Sampling

methods, location, time, durations, and frequencies are to be determined on an individual basis subject to approval by the district approving authority.

(b) Determination of the character and concentration of the industrial wastes shall be made by the person discharging them, or ~~his~~their agent, as designated and required by the ~~district~~municipal approving authority. The ~~district~~municipal approving authority may also make its own analyses on the wastes, and these determinations shall be binding as a basis for user charges ~~and/or industrial cost recovery charges~~.

Sec. 34-~~193~~190. Submission of information.

Plans, specifications, and any other pertinent information relating to proposed flow equalization, pretreatment, processing facilities shall be submitted for review of the district approving authority prior to the start of their construction if the effluent from such facilities is to be discharged into the public sewers.

Secs. 34-~~194~~191—34-224. Reserved.

DIVISION 4. BASIS FOR SEWER USER CHARGESDETERMINATION OF WASTEWATER VOLUME

Sec. 34-225. ~~Sewer users served—By water department meters~~Measurement of flow.

~~The volume of flow used for computing user charges shall be the metered water consumption of the person as shown in the records of meter readings maintained by the water department except as otherwise provided in this division.~~

~~There is hereby levied and assessed upon each lot, parcel of land, building, or premises having a connection with the wastewater system and being served with water solely by the water department a wastewater treatment service charge based, in part, on the quantity of water used, as measured by the water department water meter used upon the premises.~~

Sec. 34-226. ~~Same~~Sewer users served —By private wells.

(a) If any person discharging sewage into the public sanitary sewer system procures any part or all of ~~his~~their water from sources other than the water department, all or part of which is discharged into the public sanitary system, the person shall have water meters installed by the water department at ~~his~~their-expense for the purpose of determining the volume of water obtained from these sources.

(b) The water meters shall be furnished by the water department and installed under its supervision, all costs being at the expense of the person requiring the meter.

(c) The water department will charge for each meter a rental charge set by the water department to compensate for the cost of furnishing and servicing the meter.

Sec. 34-227. Summer credit system.

(a) A credit system is created to minimize sewer service charges on water that does not enter the sanitary sewer. The ~~summer~~ monthly bills with an invoice date of June through September (meter read dates in May through August) will limit the sewer user fee on consumption to 120 percent of the individual customer's preceding ~~winter months~~average consumption for October through May invoices (meter read dates in September through April). The 120 percent will be in increments of 100 gallons since meter readings are read in 100-gallon increments.

~~(b) The winter months will be defined as the billing period with meter readings in October through March.~~

~~(e)b) Credit for new homes. In the event a residential customer in a new home establishes a lawn, the customer will be eligible for a village wide average of residential accounts as the ~~winter~~ base since no history would exist.~~

~~(e)c) The summer credit system applies only to residential accounts.~~

(ed) For residential accounts that have irregular water use ~~during the winter months for establishing the base calculation~~, the director of finance will apply ~~a~~the village wide annual average of residential accounts as the ~~winter~~ base.

Sec. 34-228. Billing.

(a) ~~Bills for sewer service are rendered monthly.~~

(b) ~~One percent will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. This late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued.~~

(c) ~~The volume charge per 1,000 gallons of metered water will be set by the village board. The charge shall be reviewed periodically and shall be such that they produce sufficient revenue.~~

~~(Code 2006, § 9-2-43; Ord. No. 24(Ser. of 1995), 9-6-1995; Ord. No. 10(Ser. of 2000), 9-20-2000; Ord. No. 6(Ser. of 2002), 5-1-2002; Ord. No. 12(Ser. of 2007), exh. A(9-2-43), 9-5-2007)~~

Sec. 34-228. Provision for deductions.

If a portion of the water furnished to any premises is not discharged into the sewerage system, the amount of such water will be deducted in computing the sewer user charges, provided a separate water meter or continuous flow monitoring device is installed. The size and type of meter will be determined by the director of public works. The property owner desiring to install a separate water meter shall make application and payment for the meter to the department of public works and engage a plumber to make the necessary piping changes and install the couplings so that the meter can be set.

(Code 2006, § 9-2-25; Ord. No. 12(Ser. of 2007), exh. A(9-2-25), 9-5-2007)

Sec. 34-229. Metering of wastewater.

Devices for measuring the volume of wastewater discharged will be required by the director of public works if this volume cannot be determined from the metered water consumption records. Metering devices for determining the volume of waste shall be installed, owned, and maintained by the utility unless the director of public works approves the use of a wastewater meter installed, owned, and maintained by the person discharging the waste. Such meters owned by the person discharging the waste must be maintained in proper working order.

Following approval and installation, such meters may not be removed without the consent of the village.

Sec. 34-229. Sanitary sewer lateral fees; inspection and enforcement provisions.

(a) Purpose. Freshwater infiltration into the village and/or sewerage district sanitary mains through sanitary sewer laterals serving residential, commercial, and industrial properties adversely impacts the sewerage treatment systems in terms of expense, efficiency, and overall burden on sewerage treatment facilities. In the interest of health, safety, and general welfare of village residents, it is necessary to impose inspection and enforcement provisions in an effort to minimize such adverse impacts.

(b) Sewer lateral fees. The following fees are hereby created and imposed, each fee separately at the rate of \$50.00 per month, payable in monthly installments and billed with the regular monthly billing for village utility services:

(1) Televising refusal fee. A \$50.00 monthly fee is hereby imposed for connection of sewer laterals against every property connected to the sanitary sewerage system, serving village residents, which owner

~~refuses to consent to televising of the sewer lateral by the village. This fee will be imposed beginning 30 days after request has been made by the village for permission to teleview the owner's sewer lateral. This fee will continue until the property owner consents to televising by the village.~~

~~(2) Failure to correct fee. A \$50.00 monthly fee is also hereby imposed for connection of sewer laterals against every property connected to the sanitary sewerage system, serving village residents, which owner fails to take corrective action upon request by the village to repair sewer laterals leaking freshwater into the sewerage system. This fee will be imposed beginning 30 days following notice by the village to the owner that corrective action is required and has not been completed on schedule and will continue until corrective action by the owner has been taken.~~

~~(c) Fee exemptions. The following are the exemptions and procedures from lateral fees:~~

~~(1) Televising exemption. Upon request by the village public works department to teleview a sewer lateral connected to a sewer main in the village, the property owner may grant consent to teleview the lateral by signing a consent form approved by the village. Upon receipt of such signed consent form, the village is authorized to access the private sewer lateral and adjacent property for purposes of televising the lateral. Owners complying with this section are exempt from the televising refusal fee.~~

~~(2) Corrective fee exemption. Each owner that repairs all laterals determined by the village to be leaking freshwater into the sewerage system shall be exempt from the failure to correct fee beginning at such time that verification of corrective action has been provided by the owner to the village.~~

~~(d) Statutory warrants and procedures. The village hereby preserves its rights to obtain special inspection warrants pursuant to Wis. Stats. § 66.0119, in addition to the procedures set forth in this section.~~

~~(Ord. No. 12 (Ser. of 2007), exh. A (9-2-44), 9-5-2007)~~

Secs. 34-229—34-251. Reserved.

DIVISION 5. *AMOUNT OF USER CHARGES*

Sec. 34-252. *Category A users*Classification of users.

~~Category A is defined as normal domestic wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 180 mg/l, suspended solids no greater than 250 mg/l, ammonia-nitrogen no greater than 35 mg/l and phosphorus no greater than eight mg/l. The user charge for Category A wastewater is the volume charge set by the village board.~~

~~(Code 2006, § 9-2-50; Ord. No. 2 (Ser. of 1994), 1-19-1994; Ord. No. 12 (Ser. of 2007), exh. A (9-2-50), 9-5-2007; Ord. No. 1 (Ser. of 2017), § 1-4-5-2017) The municipal approving authority will classify users of the sewerage system as Category A or Category B users, septic tank sludge, holding tank sewage, and any other necessary classifications based on use of the sewerage system. This classification recognizes that the village incurs additional costs for wastewater with concentrations greater than normal domestic strength wastewater. It will be the policy of the village to ensure that each class of user of the wastewater treatment system pays its proportionate share of the costs of wastewater collection and treatment.~~

Sec. 34-253. *Category B users*Basis for user charges.

~~(a) Category B is defined as wastewater having concentrations of BOD greater than 180 mg/l, suspended solids greater than 250 mg/l, ammonia-nitrogen greater than 35 mg/l and/or phosphorus greater than eight mg/l. The minimum Category B charge will be based on a concentration of not less than 180 mg/l for BOD, 250 mg/l for suspended solids, 35 mg/l for ammonia-nitrogen and eight mg/l for phosphorus. The user charge for category B wastewater is the volume charge set by the village board plus surcharges for BOD, suspended solids, ammonia-nitrogen, and phosphorus. The district determines annual user charges for BOD, suspended solids, ammonia-nitrogen, and phosphorus according to their rules and regulations, article V, Schedule of Charges and Fees, section 502, amount of user charge. The village will revise Category B user charges~~

annually to reflect district changes. The Village Board will establish user charges rates by resolution. The rates established by the Village Board shall distinguish between user classes. At a minimum the rates established will distinguish between Class A and Class B user rates.

(b) The Category B user charges for volume, BOD, suspended solids, ammonia-nitrogen, and phosphorus shall be computed in accordance with the formula presented below:

$$C = F + (V \times C_v) + 0.00834V [(B \times C_B) + (S \times C_S) + (A \times C_A) + (P \times C_P)]$$

Where:

C = Charge to sewer user for collection and treatment of wastewater

F = Fixed charge per billing period

B = Concentration of BOD in mg/l in the wastewater (concentration minus 180 mg/l equals B)

S = Concentration of suspended solids in mg/l in the wastewater (concentration minus 250 mg/l equals S)

A = Concentration of ammonia-nitrogen in mg/l in the wastewater (concentration minus 35 mg/l equals A)

P = Concentration of phosphorus in mg/l wastewater (concentration minus eight mg/l equals P)

V = Wastewater volume in 1,000 gallons for the billing period

C_v = Cost per 1,000 gallons

C_B = Cost per pound of BOD

C_S = Cost per pound of suspended solids

C_A = Cost per pound of ammonia-nitrogen

C_P = Cost per pound of phosphorus

0.00834 = Conversion factor

(Code 2006, § 9-2-51; Ord. No. 2(Ser. of 1994), 1-19-1994; Ord. No. 6(Ser. of 1996), 3-20-1996; Ord. No. 12(Ser. of 2007), exh. A(9-2-51), 9-5-2007; Ord. No. 1(Ser. of 2017), § 1, 4-5-2017) The rates established will be based on a methodology documented in a written rate study approved by the Village Board. The rate study will be reviewed and updated from time to time and the methodology used in the rate study may be revised. The methodology used in the rate study shall ensure that each user class pays its proportionate share of the cost of the sewerage system.

(c) The village may establish a fixed rate for each user class to recover the utility's billing and customer related administration expense attributable to that user class and the cost of flow not directly attributable to any user, usage-based rates to recover sewerage system costs related to collection and treatment of domestic strength wastewater, high strength surcharge rates to recover the additional costs for wastewater with concentrations greater than normal domestic strength wastewater, rates for septic tank and holding tank waste, and other rates as needed to ensure that each user class pays its proportionate share of the cost of the sewer system.

Sec. 34-254. Reassignment of sewer users.

The district approving authority and/or the municipal approving authority will reassign sewer users into appropriate user charge categories if wastewater sampling programs and other related information indicates a change of categories is necessary.

Sec. 34-255. Replacement fund accountSufficiency of charges.

~~The annual replacement revenues will be maintained in a separate account by the district to be used solely for the purpose of purchasing replacement parts and/or equipment. Funds may be withdrawn from this account for the authorized use only with the approval of the district approving authority.~~

~~(Code 2006, § 9-2-53; Ord. No. 12(Ser. of 2007), exh. A(9-2-53), 9-5-2007) The village will establish fair and equitable cost-based user charges sufficient to meet the utility's revenue needs. User charges will be established in such amounts as to obtain sufficient revenues to pay operation and maintenance costs including contributions to a replacement fund if required, debt service, including any debt service reserves and coverage requirements, and annual capital outlay.~~

Sec. 34-256. Disposal of septic tank sludge and holding tank sewage.

- ~~(a) No person in the business of gathering and disposing of septic tank sludge or holding tank sewage shall transfer such material into any disposal area or public sewer unless a permit for disposal has been first obtained from the district approving authority. Written application for this permit shall be made to the district approving authority and shall state the name and address of the applicant; the number of its disposal units; and the make, model, and license number of each unit. Permits shall be nontransferable, except in the case of replacement of the disposal unit for which a permit shall have been originally issued. The permit may be obtained upon payment of a fee per calendar year established from time to time by the district approving authority and approved by the HOVMSC. The time and place of disposal will be designated by the district approving authority.~~
- ~~(b) The district approving authority may impose such conditions as it deems necessary on any permit granted.~~
- ~~(c) Any person or party disposing of septic tank sludge or holding tank sewage shall carry public liability insurance in an amount not less than \$1,000,000.00 to protect any and all persons or property from injury and/or damage caused in any way or manner by an act, or the failure to act, by any of his their employees. The person shall furnish a certificate certifying such insurance to be in full force and effect.~~
- ~~(d) All materials disposed of into the treatment system shall be of domestic origin, or compatible pollutants only, and each waste hauler shall comply with the provisions of any and all applicable ordinances of the village and shall not deposit or drain any gasoline, oil, acid, alkali, grease, rags, waste, volatile, or inflammable liquids, or other deleterious substances into any manhole, nor allow any earth, sand, or other solid material to pass into any part of the sewerage system.~~
- ~~(e) Payments for disposal of septic tank sludge and/or holding tank sewage shall be made to the district. If the material is disposed of into one of the municipality's sanitary sewers, the district shall credit the village for the full amount of the disposal charge. Additional charges as determined by the municipal approving authority may be imposed.~~
- ~~(f) The person disposing waste agrees to indemnify and hold harmless the village and district from any and all liability and claims for damages arising out of the resulting from work and labor performed.~~

~~(Code 2006, § 9-2-54; Ord. No. 6(Ser. of 1996), 3-20-1996; Ord. No. 12(Ser. of 2007), exh. A(9-2-54), 9-5-2007)~~

Secs. 34-~~257~~256—34-275. Reserved.

DIVISION 6. AMOUNT OF INDUSTRIAL COST RECOVERY CHARGES RESERVED

Sec. 34-276. Category A users.

~~Category A is defined as normal domestic wastewater having concentrations of BOD no greater than 180 mg/l, suspended solids no greater than 250 mg/l, ammonia-nitrogen no greater than 35 mg/l and phosphorus no greater than eight mg/l. The industrial cost recovery charge for Category A wastewater will be set by the village board. The charge shall be reviewed periodically and shall be such that they produce sufficient revenue.~~

~~(Ord. No. 12(Ser. of 2007), exh. A(9-2-60), 9-5-2007; Ord. No. 1(Ser. of 2017), § 1, 4-5-2017)~~

Sec. 34-277. Category B users.

(a) Category B is defined as wastewater having concentrations of BOD greater than 180 mg/l, suspended solids greater than 250 mg/l, ammonia nitrogen greater than 35 mg/l and/or phosphorus greater than eight mg/l. The minimum Category B charge will be based on a concentration of not less than 180 mg/l for BOD, 250 mg/l for suspended solids, not less than 35 mg/l for ammonia nitrogen and eight mg/l for phosphorus. The industrial cost recovery charge for Category B wastewater will be set by the village board. The charge shall be reviewed periodically and shall be such that they produce sufficient revenue.

(b) The Category B industrial cost recovery charges for volume, BOD, suspended solids, ammonia nitrogen, and phosphorus shall be computed in accordance with the formula presented below:

$$R = (V \times R_v) + 0.00834V \{ (B \times R_B) + (S \times R_S) + (A \times R_A) + (P \times R_P) \}$$

Where:

R = Charge to sewer user for industrial cost recovery system

A = Concentration of ammonia nitrogen in mg/l in the wastewater (concentration minus 35 mg/l equals A)

B = Concentration of BOD in mg/l in the wastewater (concentration minus 180 mg/l equals B)

S = Concentration of suspended solids in mg/l in the wastewater (concentration minus 250 mg/l equals S)

P = Concentration of phosphorus in mg/l in the wastewater (concentration minus eight mg/l equals P)

V = Wastewater volume in 1,000 gallons for the billing period

R_v = Industrial cost recovery charge for 1,000 gallons of flow

R_B = Industrial cost recovery charge per pound of BOD

R_S = Industrial cost recovery charge per pound of suspended solids

R_A = Industrial cost recovery charge per pound of ammonia nitrogen

R_P = Industrial cost recovery charge per pound of phosphorus

0.00834 = Conversion factor

(Ord. No. 12(Ser. of 2007), exh. A(9-2-61), 9-5-2007; Ord. No. 1(Ser. of 2017), § 1, 4-5-2017)

Sec. 34-278. Reassignment of sewer users.

The district approving authority will reassign sewer users into appropriate industrial cost recovery categories if wastewater sampling programs and other related information indicate a change of categories is necessary.

(Ord. No. 12(Ser. of 2007), exh. A(9-2-62), 9-5-2007)

Sec. 34-279. Recovery and disbursement of industrial cost recovery charge revenues.

The recovery and the disbursement of revenues collected by the village and transmitted to the district through the industrial cost recovery charge shall conform to the 40 CFR 35.928-1 and 35.928-2, reproduced in this section, as promulgated by the Clean Water Act of 1977:

(1) Approval of the industrial cost recovery system. (40 CFR 35.928-1) The regional administrator may approve an industrial cost recovery system if it meets the following requirements:

a. Generally. Each industrial user of the treatment works shall pay an annual amount equal to its share of the total amount of the step 1, 2, and 3 grants and any grant amendments awarded under this subpart, divided by the number of years in the recovery period. An industrial user's share shall be based on factors which significantly influence the cost of the treatment works.

~~Volume of flow shall be a factor in determining an industrial user's share in all industrial cost recovery systems; other factors shall include strength, volume, and delivery flow rate characteristics if necessary, to ensure that all industrial users of the treatment works pay a proportionate distribution of the grant assistance allocable to industrial use.~~

- ~~b. Industrial cost recovery period. The industrial cost recovery period shall be equal to 30 years or to the useful life of the treatment works, whichever is less.~~
- ~~c. Frequency of payment. Except as provided in 40 CFR 35.928-3, each industrial user shall pay not less often than annually. The first payment by an industrial user shall be made not later than one year after the user begins use of the treatment works.~~
- ~~d. Reserve capacity. If an industrial user enters into an agreement with the grantee to reserve a certain capacity in the treatment works, the user's industrial cost recovery payments shall be based on the total reserved capacity in relation to the design capacity of the treatment works. If the discharge of an industrial user exceeds the reserved capacity in volume, strength or delivery flow rate characteristics, the user's industrial cost recovery payment shall be increased to reflect the actual use. If there is no reserve capacity agreement between the industrial user and the grantee, and a substantial change in the strength, volume, or delivery flow rate characteristics of an industrial user's discharge occurs, the user's share shall be adjusted proportionately.~~
- ~~e. Upgrading and expansion. If the treatment works are:
 1. Upgraded, each existing industrial user's share shall be adjusted proportionately;
 2. Expanded, each industrial user's share shall be adjusted proportionately, except that a user with reserved capacity under subsection (1)d of this section, shall incur no additional industrial cost recovery charges unless the user's actual use exceeded its reserved capacity.~~
- ~~f. Collection of industrial cost recovery payments. Industrial cost recovery payments may be collected on a systemwide or on a project-by-project basis. The total amount collected from all industrial users on a systemwide basis shall equal the sum of the amounts which would be collected on a project-by-project basis.~~
- ~~g. Adoption of system. One or more municipal legislative enactments or other appropriate authority must incorporate the industrial cost recovery system. If the project is a regional treatment works accepting wastewaters from other municipalities, the subscribers receiving waste treatment services from the grantee shall adopt industrial cost recovery systems in accordance with section 204(b)(1)(B) of the Act (33 USC 1284(b)(1)(B)) and 40 CFR 35.928 through 35.928-4. These industrial cost recovery systems shall be incorporated in appropriate municipal legislative enactments or other appropriate authority of all municipalities contributing wastes to the treatment works.~~
- ~~h. Inconsistent agreements. The grantee may have preexisting agreements which address the reservation of capacity in the grantee's treatment works or the charges to be collected by the grantee in providing wastewater treatment services or reserving capacity. The industrial cost recovery system shall take precedence over any terms or conditions of agreements or contracts between the grantee and industrial users which are inconsistent with the requirements of section 204(b)(1)(B) of the Act (33 USC 1284(b)(1)(B)) and these industrial cost recovery regulations.~~

~~(2) Use of industrial cost recovery payments. (40 CFR 35.928-2)~~

- ~~a. The grantee shall use industrial cost recovery payments received from industrial users as follows:
 1. The grantee shall return 50 percent of the amounts received from industrial users, together with any interest earned thereon, to the U.S. Treasury annually.
 2. The grantee shall retain 50 percent of the amount recovered from industrial users.~~

(ii) A portion of the amounts which the grantee retains may be used to pay the incremental costs of administration of the industrial cost recovery system. The incremental costs of administration are those costs remaining after deducting all costs reasonably attributable to the administration of the user charge system. The incremental costs shall be segregated from all other administrative costs of the grantee.

(iii) A minimum of 80 percent of the amounts the grantee retains after paying the incremental costs of administration, together with any interest earned, shall be used for the allowable costs (40 CFR 35.940) of any expansion, upgrading, or reconstruction of treatment works necessary to meet the requirements of the Act. The grantee shall obtain the written approval of the regional administrator before the commitment of the amounts retained for expansion, upgrading, or reconstruction.

(iv) The remainder of the amounts retained by the grantee may be used as the grantee sees fit, except that they may not be used for construction of industrial pretreatment facilities or rebates to industrial users for costs incurred in complying with user charge or industrial cost recovery requirements.

b. Pending the use of industrial cost recovery payments, as described in subsection (2)a of this section, the grantee shall:

1. Invest the amounts received in obligations of the federal government or in obligations guaranteed as to principal and interest by the federal government or any agency thereof; or
2. Deposit the amounts received in accounts fully collateralized by obligations of the federal government or any agency thereof.

(Ord. No. 12(Ser. of 2007), exh. A(9-2-63), 9-5-2007)

Secs. 34-~~280276~~—34-306. Reserved.

DIVISION 7. BILLING PRACTICE

Sec. 34-307. Calculation of user chargesBilling period.

Bills for sewer service are rendered monthly. User charges that shall be assessed to village sewer users shall be computed by the village according to the rates and formula presented in division 5 of this article. The district shall provide the village with all information in its possession necessary to compute the same.

Sec. 34-308. Industrial cost recovery charges—Calculation.

Industrial cost recovery charges shall be computed by the village according to the rates and formulas presented in division 6 of this article. The district shall provide the village with all information in its possession necessary to compute the same.

(Code 2006, § 9-2-71; Ord. No. 12(Ser. of 2007), exh. A(9-2-71), 9-5-2007)

Sec. 34-309. Same—Billing period.

Industrial cost recovery charges shall be billed by the village to those subject to the charge on a quarterly basis.

(Code 2006, § 9-2-72; Ord. No. 12(Ser. of 2007), exh. A(9-2-72), 9-5-2007)

Sec. 34-~~310308~~. Payment of user charges.

Those persons billed by the village for user charges shall pay such charges within 20 days after the billing date ~~at the finance department in the village hall.~~ ~~(b)~~ One percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. This late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued.

Sec. 34-311. Payment of industrial cost recovery charges.

~~Those industries billed by the village for industrial cost recovery charges shall pay such charges within 20 days after the billing date at the finance department in the village hall. Industrial cost recovery charges collected by the village from the industries shall be turned over to the district within 60 days from the date that the village bills the industry.~~

~~(Code 2006, § 9-2-74; Ord. No. 12(Ser. of 2007), exh. A(9-2-74), 9-5-2007)~~

Sec. 34-~~312309~~. Penalties.

- (a) ~~Such user charges and industrial cost recovery charges~~ levied by the village against the sewer users in accordance with this chapter shall be a debt due to the village and shall be a lien upon the property. If this debt is not paid within 30 days after it shall be due, it shall be deemed delinquent and may be placed on the next year's tax roll by use of the procedures set forth in Wis. Stats. § 66.0811, and be collected as other taxes are collected. A penalty of ten percent will be added to the delinquent balance when it is placed on the tax roll.
- (b) Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating these penalties.

Secs. 34-~~313310~~—34-342. Reserved.

DIVISION 8. RIGHT OF ENTRY, SAFETY, AND IDENTIFICATION

Sec. 34-343. Authorized persons to inspect.

The district and municipal approving authorities or other duly authorized employees of the district and municipality, bearing proper credentials and identification, shall be permitted to enter all properties for the purpose of inspection, observation, or testing, in accordance with all of the provisions of this article and Wis. Stats. § 200.11. The district and municipal approving authorities or other duly authorized employees of the district and municipality shall have no authority to inquire into any process beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or wastewater treatment facilities.

Sec. 34-344. Indemnify municipal employees.

While performing the necessary work on private premises referred to in section 34-343, the duly authorized district and municipal employees shall observe all safety rules applicable to the premises established by the person, and the district and/or municipality shall indemnify the person against loss or damage for personal injury or property damage asserted against the person and growing out of gauging and sampling operation, and indemnify the person against loss or damage to its property by district and/or municipal employees, except as such may be caused by negligence or failure of the person to maintain safe conditions as required in section 34-185.

Sec. 34-345. Properly credentialed employees permitted to inspect, etc.

The district and municipal approving authorities or duly authorized employees of the district and municipality, bearing proper credentials and identification, shall be permitted to enter all private properties through which the district and/or municipality holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement, all subject to the terms, if any, of this duly negotiated easement.

Secs. 34-346—34-363. Reserved.**DIVISION 9. SEWER CONSTRUCTION, RECONSTRUCTION, AND CONNECTIONS****Sec. 34-364. Work authorized.**

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb the sanitary sewer appurtenance thereof without first obtaining a written permit from the municipal approving authority.

Sec. 34-365. Cost of sewer connection.

- (a) All costs and expenses incident to the installation and connection of the building sewer shall be borne by the person. The person shall indemnify the village from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

Sec. 34-366. Use of old building sewers.

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the municipal approving authority, to meet all requirements for this article.

Sec. 34-367. Materials and methods of construction.

- (a) *Standards.* The size, slope, alignment, materials or construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench shall all conform to the requirements of the building and plumbing code or other applicable rules, and regulations of the village. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM, and W.P.C.F. Manual of Practice No. 9 shall apply.
- (b) *New construction inspection.* No connection with any sewer main or any part thereof shall be covered until the same has been inspected by the ~~building inspector~~^Department of ~~P~~ublic ~~W~~orks or some other person authorized to make such inspection by the village. Before any such connection shall be covered, the person making the inspection on behalf of the village shall endorse the approval of the same upon the permit. No connection shall be made to any sewer main except through a "Y" branch unless especially authorized by the inspector. Connections to the main sewers shall be four inches in diameter, unless otherwise permitted or required by the inspector.

Sec. 34-368. Building sewer grade.

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewerage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

Sec. 34-369. Stormwater and groundwater drains.

- (a) *Connection prohibited.* Stormwater and groundwater drain connections are prohibited as follows:
 - (1) No person shall allow the discharge or cause to be discharged into any sanitary sewer any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling waste or

unpolluted industrial process waters. All stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water and all other unpolluted drainage and clear water shall be discharged into such sewers as are designated as storm sewers whenever reasonably available; further provided that if no storm sewer is available, in no event shall any such waters be discharged into any sanitary sewer.

- (2) All sump pumps installed for the purpose of discharging clear waters from foundation drains, basement drains and ground infiltration shall discharge into a storm sewer whenever available, and, if no storm sewer is available shall discharge into an underground conduit leading to a drainage ditch, drywell or onto the ground at a point which is not less than three feet from the building and is above permanent grade. No sump pump is allowed to flow on or across a public sidewalk.
- (3) In carrying out the provisions of this chapter, the ~~building inspector~~Department of Public Works and ~~his~~their agents shall have the authority to enter upon private premises at reasonable times to determine whether any of the water drainage hereinabove described exists thereon and whether such drainage complies with the provisions of this chapter. No person shall refuse to permit the ~~building inspector~~Department of Public Works or ~~his~~their agents to enter upon any premises at reasonable times to exercise their duties under this article.
- (4) It shall be rebuttably presumed that clear water is being discharged in a sanitary sewer if it is shown that existing sump pumps or other means of clear water discharge have or can be readily connected to drains, pipes or other mechanisms of discharge connected to the sanitary sewer drain within the premises.

(b) *Disconnection time frame; exception.* All existing downspouts or groundwater drains, etc., connected directly or indirectly to a sanitary sewer must be disconnected within 60 days of the date of an official written notice from the municipal approving authority. Exceptions to this subsection may be made by the municipal approving authority.

Sec. 34-370. Conformance to plumbing code.

The connection of the building sewer into the sanitary sewer shall conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the village or the procedures set forth in appropriate specifications of the ASTM, ~~and~~ W.P.C.F. Manual of Practice No. 9, ~~and~~ Wisconsin Department of Safety and Professional Services Administrative Code. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the municipal approving authority before installation.

Sec. 34-371. Inspection of connection.

- (a) *Notification to authority required.* The applicant for the building sewer permit shall notify the municipal approving authority when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the municipal approving authority.
- (b) *System reconstruction.* Inspection and connection procedures are as follows:
 - (1) *Inspection required.* The village shall inspect all private connections to the public mains at the time that the public system is being reconstructed.
 - a. Any existing private sewer lateral not meeting the requirements of this section or the village's policy on private I/I shall be considered illegal.
 - b. As the reconstruction progresses, the village shall inspect each private sewer connection for conformance with this section; or in the event inspection has been made previously, determine the condition of the private sewer connection from inspection records.
 - c. In the event that the private system meets the requirements of this section, the village shall reconnect the private system to the public system at an appropriate point.

- d. In the event that the private sewer is found not to meet the requirements of this section, the village shall notify the owner of the determined deficiencies.
- (2) *Owner to correct deficiencies.* The owner shall, at the owner's expense, make the necessary repairs to correct the deficiencies. In all cases, the village shall supply an appropriate connection point as part of its work. The owner may elect to:
 - a. *Make the repair.* In doing so, the owner recognizes that all work must be done in strict conformance with all applicable local and state codes and in such a manner to correct the noted deficiencies. All work needed to accomplish the repair shall be done at the expense of the owner.
 - b. *Contract with licensed contractor to complete the repair.* In doing so, the owner recognizes that all work must be done in strict conformance with all applicable local and state codes and in such a manner to correct the noted deficiencies. All work needed to accomplish the repair shall be done at the expense of the owner.
 - c. *Have village contractors, if available, complete the repair.* The village agrees that as part of a project, unit bid prices will be requested for the calculation of the cost of making appropriate repair to the private building sewer.
- (3) *System requirements.*
 - a. All sanitary sewer mains and laterals, both public and private, shall be constructed and maintained in such a fashion that the effects of clear water on the system are held to an absolute minimum.
 - b. The size, slope alignment, materials or construction of a sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench shall all conform to the requirements of the building and plumbing code or other applicable rules, and regulations of the village. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM, ~~and~~ W.P.C.F. (WEF) Manual of Practice No. 9, ~~and~~ [Wisconsin Department of Safety and Professional Services Administrative Code](#) shall apply or Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.
 - c. The connection of the building sewer into the sanitary sewer shall conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the village or the procedures set forth in appropriate specifications of the ASTM, ~~and~~ W.P.C.F. (WEF) Manual of Practice No. 9, ~~and~~ [Wisconsin Department of Safety and Professional Services Administrative Code](#). All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the municipal approving authority before installation.
 - d. Back water valves shall be required on all building sewers new or reconstructed at a location approved by the municipal approving authority.

Sec. 34-372. Barricades; restoration.

All excavations for the building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the municipal approving authority.

Secs. 34-373—34-402. Reserved.

DIVISION 10. VIOLATIONS; ABATEMENT PROCEDURES; PENALTIES; APPEALS; AUDITS

Sec. 34-403. Public nuisance.

Violation of any provision of this article or any other rule or order lawfully promulgated by the village board is declared to be a public nuisance.

Sec. 34-404. Enforcement.

The municipal approving authority shall enforce those provisions of this article that come within the jurisdiction of ~~his~~~~their~~ office, and ~~he~~~~their~~~~they~~ shall make periodic inspections and inspections upon complaint to ensure that such provisions are not violated. No action shall be taken under this division to abate a public nuisance unless the municipal approving authority shall have inspected or caused to be inspected the premises where the nuisance is alleged to exist and shall be satisfied ~~himself~~~~themselves~~ that a nuisance does, in fact, exist.

Sec. 34-405. Summary abatement.

If the municipal approving authority determines that a public nuisance exists within the village and that there is great and immediate danger to the public health, safety, peace, morals, or decency, the municipal approving authority may cause the same to be abated and charge the cost thereof to the owner, occupant, or person causing, permitting, or maintaining the nuisance, as the case may be.

Sec. 34-406. Abatement after notice.

If the municipal approving authority determines that a public nuisance exists on private premises but that the nature of such nuisance is not such as to threaten great and immediate danger to the public health, safety, peace, morals, or decency, ~~he~~~~they~~ shall serve notice on the person causing or maintaining the nuisance to remove the same within ten days. If such nuisance is not removed within such ten days, the proper officer shall cause the nuisances to be removed as provided in section 34-405.

Sec. 34-407. Other methods not excluded.

Nothing in this article shall be construed as prohibiting the abatement of public nuisances by the village or its officials in accordance with the laws of the state.

Sec. 34-408. Court order.

Except when necessary under section 34-405, the municipal approving authority shall not use force to obtain access to private property to abate a public nuisance, but shall request permission to enter upon private property if such premises are occupied and, if such permission is denied, shall apply to any court having jurisdiction for an order assisting the abatement of the public nuisance.

Sec. 34-409. Cost of abatement.

In addition to any other penalty imposed by this division for the erection, contrivance, creation, continuance, or maintenance of a public nuisance, the cost of abating a public nuisance by the village shall be collected as a debt from the owner, occupant, or person causing, permitting, or maintaining the nuisance, and such cost shall be assessed against the real estate as a special charge.

Sec. 34-410. Continued violations.

Any person, partnership, or corporation, or any officer, agent, or employee thereof who shall continue any violation beyond the aforesaid notice time limits provided shall, upon conviction hereof, forfeit not more than \$~~200.00~~~~300.00~~, together with the costs of prosecution. In default of payment of such forfeiture and costs, said violation shall be imprisoned in the county jail for a period of not to exceed 30 days. Each day in which any violation is continued beyond the aforesaid notice time limit shall be deemed a separate offense.

Sec. 34-411. Liability to village and/or district for losses.

- (a) Any person violating any provisions of this article shall become liable to the village and/or district for any expense, loss, or damage occasioned by reason of such violation which the village and/or district may suffer as a result thereof.
- (b) If any violation affects the district wastewater collection and treatment facilities, as well as the municipal sanitary sewer system, the district may penalize the violator independently and concurrently with the village according to the district's rules and regulations.
- (c) The district approving authority must be notified immediately by any person becoming aware of any violations that occur.

Sec. 34-412. Administrative review procedure.

Any user, permit applicant, or permit holder affected by any decision, action, or determination, including cease and desist orders, made by the municipal approving authority interpreting or implementing the provisions of this article or in any permit issued herein may have such determination reviewed as provided in the administrative review procedure, as in effect in the village, and incorporated therein, as necessary, the provisions of Wis. Stats. ch. 68, as amended from time to time.

Sec. 34-413. Amendment.

The village, through its duly authorized officers, reserves the right to amend this article in part or in whole whenever it may deem necessary, but such right will be exercised only after due notice to all persons concerned and after proper hearing on the proposed amendment.

Sec. 34-414. Conflict with district's rules and regulations.

In the event that any provisions of the sewer use and user charge ordinance, Ord. No. 2006-1 are in conflict with this article, the former shall control.

Sec. 34-415. Annual audit.

The village shall conduct an annual audit, the purpose of which shall be to ~~maintain the proper proportion between users and user classes of the user charge system and to ensure that adequate revenues are available to meet the charges assessed to the village by the district. Copies of the municipal annual audit reports must be submitted to the district approving authority after the municipal annual audits have been completed.~~

Section 3: Effective Date: This ordinance shall take effect upon the adoption and publication and enactment of the Ordinance by the Village Board of Trustees, Village of Little Chute.

Approved and adopted:

VILLAGE OF LITTLE CHUTE

By: _____

Attest: _____

OUTAGAMIE COUNTY HIGHWAY DEPARTMENT

COUNTY / MUNICIPAL COST AGREEMENT

CTH OO (North Avenue) & Holland Rd Intersection

DATE: 2/12/2025

PROJECT: CTH OO & Holland Rd Int.

HIGHWAY: County "OO"

LIMITS: Holland Rd Intersection

MUNICIPALITY: Village of Little Chute

The signatory municipality **Village of Little Chute**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the County of Outagamie, through its Highway Department, hereinafter called Outagamie County, to initiate and effect the highway or street improvement hereinafter described.

PROJECT DESCRIPTION:

This agreement is for the engineering and preliminary design of intersection improvements at the subject location. The existing intersection has experienced an increase in traffic, congestion, and safety concerns. This agreement is for the preliminary design/traffic study and final design/engineering of intersection improvements. It is anticipated that the recommended intersection alternative will consist of a traffic signal or roundabout. An updated agreement will be considered in the future, once the scope of improvements are refined and a more detailed construction cost has been established.

COST ESTIMATE AND PARTICIPATION					
PHASE	***** <i>ESTIMATED COSTS</i> *****				
	Total Estimated Cost	Outagamie County Highway Department		Village of Little Chute	
		Amount	%	Amount	%
ENGINEERING					
Prelim Design / Traffic Study	\$100,000	\$50,000	50%	\$50,000	50%
Final Design / Engineering	\$95,000	\$47,500	50%	\$47,500	50%
Local Utilities	TBD	\$0	0%	TBD	100%
County Oversight	\$5,000	\$2,500	50%	\$2,500	50%
TOTAL ENGINEERING	\$200,000	\$100,000		\$100,000	
RIGHT OF WAY:	TBD	TBD	100%	\$0	0%
CONSTRUCTION					
Intersection Improvements	TBD	TBD	50%	TBD	50%
Local Utilities	TBD	\$0	0%	TBD	100%
TOTAL CONSTRUCTION	\$0	\$0		\$0	
TOTAL PROJECT COST	\$200,000	\$100,000		\$100,000	

This request for maintenance, programming and design and construction is subject to the terms and conditions that follow and is made by the undersigned under proper authority to make such request for the designated Municipality and upon acceptance by the Highway Commissioner shall constitute an agreement between the County and the Municipality named unless specifically modified or amended by supplemental written agreement between both parties.

TERMS & CONDITIONS

1. When Federal Funds are involved, the improvement will be subject to the applicable Federal Aid Highway Acts and Regulations of the Federal Highway Administration, U.S. Department of Transportation.
2. This is a joint agreement between the County and the Municipality. The Municipality will be kept informed on the project status and will have input regarding the project. This project will be administered under the County Administrative Rule 10-02.
3. If the Municipality should withdraw the project, it will pay to the County any cost that has been incurred by the County on behalf of the project.
4. **The project cost estimates shown in this agreement are an estimate.** The Municipality will be invoiced periodically, and agrees to pay based on actual costs incurred plus a fixed administrative fee. Such costs may be greater or less than the estimated amounts shown, however, the Municipality acknowledges that costs between the time this agreement is executed and the actual time of construction can vary.
5. The County's obligation to perform under this contract shall be subject to County Board appropriation of funds sufficient to fund the County's obligations herein.
6. The County and Municipality agree and understand that the Municipality is reserving its rights to assess any and all costs incurred by the Municipality for this project. The Municipality and County hereby further agree that the Municipality has the right to assess any of its costs upon terms deemed acceptable by the Municipality subject to the following: In the event county property is assessed or subject to assessment the county reserves the right to object to the propriety and / or correctness of the assessment formula or methodology, however, such right to object does not extend to the municipality's ability to assess. The county's right to object includes the ability to challenge the assessment methodology or formula in circuit court and to pursue appeals of circuit court decisions.
7. Operation & Maintenance responsibilities of facilities owned, maintained, or constructed under this agreement are as follows*:

*** Note: Final operations & maintenance responsibilities will be determined based on final design.**
Typical maintenance responsibilities are shown below for informational purposes only.

Outagamie County shall maintain the following:

- a. *Highway pavement surface and roadway base bounded by flangelines of curb and gutter and terminating at the end of the radius along connecting streets.*
- b. *Roadway and/or mainline driveway culverts that are independent of the storm sewer system.*
- c. *Roadway signing and pavement markings necessary for safe operation & control of vehicular traffic.*
- d. *Median or splitter island surfacing (when applicable).*
- e. *Street lighting required for the safety & operation of an intersection.*
- f. *Typical County mowing (non-aesthetic) and brush clearing within the highway right-of-way.*
- g. *Snow removal and de-icing of roadway and pavement areas.*
- h. *Records of the highway and right-of-way, including utility and access permits.*

The Municipality shall maintain the following:

- a. *Roadway pavement located along connecting side streets beyond termini defined in (a) above.*
- b. *Curb & gutter along the County Trunk Highway and any connecting streets.*
- c. *Storm sewer castings, drainage pipes, structures, & ancillary stormwater treatment features.*
- d. *Sidewalks, multimodal facilities, and pedestrian crossings, including curb ramps.*
- e. *Signing and pavement markings associated with sidewalks, bicycle lanes, and/or multi-modal facilities.*
- f. *Street lighting not required for the safety & operation of an intersection.*
- g. *Trees, shrubs, aesthetic mowing, and/or landscaping features located within the highway right-of-way.*
- h. *Snow removal and de-icing of sidewalks and multimodal facilities.*
- i. *Local utility mains and/or service lines including sanitary sewers, water mains, etc.*
- j. *Local utility appurtenances located on the right-of-way including manholes, water valves, etc.*
- k. *Additional amenities requested by the Municipality listed below:*

APPROVALS & CONCURRENCE

BY:

Dean E. Steingraber, P.E.

Outagamie County Highway Commissioner

Date

BY:

Signed for and on behalf of:

Village of Little Chute

Date

Name: _____

Title: _____



Item For Consideration

For Village Board Review On: 2/19/2025

Agenda Item Topic: 2025 Resurfacing Project-
Holland Road Contract Award

Prepared: On: 2/10/2025

Prepared: Matthew Woicek,
Assistant Director of Public Works

Report:

On February 6, 2025, bids were received and opened at 2:00 PM to resurface the asphalt pavement along Holland Road between the south construction limits of the Wisconsin Department of Transportation (WisDOT) Holland Road overpass replacement project and W. Elm Drive, located in the Village of Little Chute. Three bids were received for this project. A detailed bid tabulation sheet is attached of the contractor's bids for your review. The bids ranged in price from \$139,906.16 to \$157,168.50. The low bid for the contract was submitted by Vinton Construction Company. This contractor appears to be a responsible bidder and qualified to perform the work.

Fiscal Impact:

The project is within the scope of the 2025 Budget:

Resurfacing Bid	\$139,906.16
Contingency	<u>\$ 13,999.84</u>
Total Construction Cost	\$153,906.00

Total Construction Budget \$173,362

Under Construction Budget \$ 19,456

Recommendation/Board Action: It is the recommendation of the Assistant Director of Public Works to award the 2025 Resurfacing Project-Holland Road, Contract Number 2025001, to Vinton Construction Company in the amount of \$139,906.16.

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

2025 HOLLAND ROAD RESURFACING - Contract 2025001 (Village Hall Bid Opening - Thursday, 02/06/25 @ 2:00 p.m.)				Contractor		Contractor		Contractor	
				Vinton Construction Co.		Northeast Asphalt, Inc.		MCC, Inc.	
				Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount
Bid Item	Description	Unit	Quantity						
1	Construction Staking	LS	1.00	\$ 2,500.00	\$2,500.00	\$3,150.00	\$3,150.00	\$ 2,736.00	\$2,736.00
2	Traffic Control	LS	1.00	\$ 10,500.00	\$10,500.00	\$6,450.00	\$6,450.00	\$ 1,000.00	\$1,000.00
3	Inlet Protection - Type D-HR	EA	4.00	\$ 100.00	\$400.00	\$160.00	\$640.00	\$ 149.00	\$596.00
4	12" Sediment Log	LF	40.00	\$ 10.00	\$400.00	\$4.50	\$180.00	\$ 4.50	\$180.00
5	Log Type Ditch Check	EA	9.00	\$ 90.00	\$810.00	\$135.00	\$1,215.00	\$ 95.00	\$855.00
6	Culvert Pipe Check	EA	4.00	\$ 40.00	\$160.00	\$30.00	\$120.00	\$ 24.00	\$96.00
7	Sawcut Asphalt Pavement	LF	250.00	\$ 4.00	\$1,000.00	\$2.00	\$500.00	\$ 2.00	\$500.00
8	Common Excavation	CY	1,268.00	\$ 10.79	\$13,681.72	\$10.79	\$13,681.72	\$ 15.00	\$19,020.00
9	Furnish and Install Base Aggregate Dense 3/4" (Shoulder Material)	CY	28.00	\$ 120.78	\$3,381.84	\$120.78	\$3,381.84	\$ 110.00	\$3,080.00
10	Furnish and Install Base Aggregate Dense 1-1/4"	CY	890.00	\$ 21.03	\$18,716.70	\$21.03	\$18,716.70	\$ 32.25	\$28,702.50
11	Excavation Below Subgrade (EBS)	CY	555.00	\$ 32.39	\$17,976.45	\$32.39	\$17,976.45	\$ 37.50	\$20,812.50
12	Furnish and Install Geotextile Fabric, Type HR Non-Woven	SY	1,664.00	\$ 2.31	\$3,843.84	\$2.31	\$3,843.84	\$ 4.25	\$7,072.00
13	Furnish and Install HMA Pavement 3 LT 58-28 S (3-1/4" Asphalt Lower Layer)	SY	2,510.00	\$ 17.07	\$42,845.70	\$17.70	\$44,427.00	\$ 15.65	\$39,281.50
14	Furnish and Install HMA Pavement 3 LT 58-28 S (1-3/4" Asphalt Upper Layer)	SY	2,510.00	\$ 8.99	\$22,564.90	\$9.30	\$23,343.00	\$ 8.60	\$21,586.00
15	Furnish & Install Tack Coat	GAL	75.00	\$ 3.00	\$225.00	\$3.00	\$225.00	\$ 3.80	\$285.00
16	Watering (For Compaction and Dust Control)	LS	1.00	\$ 500.00	\$500.00	\$4,500.00	\$4,500.00	\$ 10,046.00	\$10,046.00
17	Salvage & Reinstall Existing Signs & Post	EA	1.00	\$ 100.00	\$100.00	\$300.00	\$300.00	\$ 160.00	\$160.00
18	Salvage & Reinstall Existing Mailbox & Post	EA	1.00	\$ 300.00	\$300.00	\$300.00	\$300.00	\$ 160.00	\$160.00
19	Site Trackout Control	EA	1.00	\$ 0.01	\$0.01	\$1.00	\$1.00	\$ 1,000.00	\$1,000.00
PAVING BID - TOTAL					\$139,906.16		\$142,951.55		\$157,168.50



Item For Consideration

For Village Board Review On: 2/19/2025

Agenda Item Topic: 2025 Holland Road Watermain

Relocation Contract Award & Budget Adj.

Prepared: On: 2/10/2025

Prepared: Matthew Woicek,

Asst Director of Public Works

Report:

On January 30, 2025, bids were received and opened at 2:00 PM for the watermain relocation along Holland Road, as a result of the Wisconsin Department of Transportation's (WisDOT's) Holland Road overpass replacement project, located in the Village of Little Chute. Eight bids were received for this project. A detailed bid tabulation sheet is attached for your review. The bids ranged in price from \$41,738 to \$59,965. The low bid for the contract was submitted by Vinton Construction Company. This contractor appears to be a responsible bidder and qualified to perform the work.

Fiscal Impact:

This project was not included in the 2025 Budget as was initially presented to the Village Board at the November 20, 2024 meeting (authorized by Village Board President previous to meeting due to time sensitivity to prevent delays of the WisDOT project).

Watermain Bid	\$41,738
Contingency	\$ 4,180
Total Construction Cost	\$45,918

Costs for this watermain relocation are 90% reimbursable to the Village from WisDOT since the relocation is a result of proposed work on the I-41/Holland Road overpass replacement project. The following 2025 Budget Adjustment will be necessary to award the contract:

Water Utility

Contributed Capital (Revenue)	+ \$41,326
Construction (Expense)	+ \$45,918
Fund Balance (Capital VLC share)	- \$ 4,592

Recommendation/Board Action: It is my recommendation to award the 2025 Holland Road Watermain Relocation Project, Contract Number 2025003, to Vinton Construction Company in the amount of \$41,738 in addition to the necessary 2025 Budget Adjustment.

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

2025 HOLLAND ROAD WATER MAIN RELOCATION - Contract 2025003 (Village Hall Bid Opening - Thursday, 01/30/25 @ 2:00 p.m.)				Contractor		Contractor		Contractor		Contractor	
				Vinton Construction Co.		Feaker & Sons Co., Inc		Don Hietpas & Sons, Inc.		David Tenor Corporation	
				Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount
1	Furnish and Install 12" PVC Watermain; Native Backfill	LF	125.00	\$ 125.00	\$15,625.00	\$ 153.00	\$19,125.00	\$160.00	\$20,000.00	\$145.00	\$18,125.00
2	Furnish and Install 12"; Water Valve	EA	1.00	\$ 5,215.00	\$5,215.00	\$5,300.00	\$5,300.00	\$5,500.00	\$5,500.00	\$5,400.00	\$5,400.00
3	Furnish and Install 12"; 45-Degree Bend	EA	2.00	\$ 1,070.00	\$2,140.00	\$1,620.00	\$3,240.00	\$1,100.00	\$2,200.00	\$1,200.00	\$2,400.00
4	Connect to Existing 12" Watermain	EA	2.00	\$ 3,450.00	\$6,900.00	\$2,410.00	\$4,820.00	\$3,000.00	\$6,000.00	\$6,250.00	\$12,500.00
5	Remove & Dispose; Exist. 12" Watermain, Fittings, & Casing Pipe	LS	1.00	\$10,315.00	\$10,315.00	\$3,980.00	\$3,980.00	\$5,000.00	\$5,000.00	\$4,400.00	\$4,400.00
6	4" Topsoil, Seed,Fertilizer & Wood Fiber Erosion Mat (Class I, Type B)	SY	300.00	\$ 0.01	\$3.00	\$ 11.00	\$3,300.00	\$10.00	\$3,000.00	\$3.80	\$1,140.00
7	Furnish and Install; 18" Wood Fiber Sediment Log	LF	120.00	\$ 12.00	\$1,440.00	\$ 11.00	\$1,320.00	\$25.00	\$3,000.00	\$5.00	\$600.00
8	Furnish and Install Culvert Pipe Check	EA	1.00	\$ 100.00	\$100.00	\$ 750.00	\$750.00	\$85.00	\$85.00	\$1,000.00	\$1,000.00
WATER MAIN TOTAL				\$41,738.00		\$41,835.00		\$44,785.00		\$45,565.00	

				Contractor		Contractor		Contractor		Contractor	
				Advance Construction,		DeGroot, Inc.		Alfson Excavating LLC		Kruczek Construction Inc.	
				Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount	Unit Cost	Bid Amount
1	Furnish and Install 12" PVC Watermain; Native Backfill	LF	125.00	\$ 179.00	\$22,375.00	\$ 184.04	\$23,005.00	\$160.00	\$20,000.00	\$197.00	\$24,625.00
2	Furnish and Install 12"; Water Valve	EA	1.00	\$ 5,204.00	\$5,204.00	\$4,938.90	\$4,938.90	\$5,800.00	\$5,800.00	\$6,200.00	\$6,200.00
3	Furnish and Install 12"; 45-Degree Bend	EA	2.00	\$ 1,076.00	\$2,152.00	\$1,383.70	\$2,767.40	\$1,320.00	\$2,640.00	\$1,350.00	\$2,700.00
4	Connect to Existing 12" Watermain	EA	2.00	\$ 4,355.00	\$8,710.00	\$3,802.65	\$7,605.30	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00
5	Remove & Dispose; Exist. 12" Watermain, Fittings, & Casing Pipe	LS	1.00	\$ 5,000.00	\$5,000.00	\$4,545.00	\$4,545.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
6	4" Topsoil, Seed,Fertilizer & Wood Fiber Erosion Mat (Class I, Type B)	SY	300.00	\$ 7.95	\$2,385.00	\$ 14.14	\$4,242.00	\$13.50	\$4,050.00	\$30.00	\$9,000.00
7	Furnish and Install; 18" Wood Fiber Sediment Log	LF	120.00	\$ 25.00	\$3,000.00	\$ 30.30	\$3,636.00	\$30.00	\$3,600.00	\$27.00	\$3,240.00
8	Furnish and Install Culvert Pipe Check	EA	1.00	\$ 85.00	\$85.00	\$ 101.00	\$101.00	\$100.00	\$100.00	\$200.00	\$200.00
WATER MAIN TOTAL				\$48,911.00		\$50,840.60		\$54,190.00		\$59,965.00	



Item For Consideration

For Village Board Review On: 2/19/2025

Agenda Item Topic: 2025 Sanitary Lining Project

E. North Ave/CTH OO-

Contract Award and 2025 Budget Adjustment

Prepared: On: 2/10/2025

Prepared: Matthew Woicek,

Assistant Director of Public Works

Report:

On February 6, 2025, bids were received and opened at 2:00 PM for sanitary sewer main pipelining along E. North Ave/CTH OO, located in the Village of Little Chute. One bid was received for this project. A detailed bid tabulation sheet is attached for your review. Two different alternatives were included in the bid for either replacement or rehabilitation of the sanitary sewer lateral connections within the sewer main segment that will be lined. The bid for sanitary lining with lateral wye replacement is \$80,884 and the bid for sanitary lining with lateral wye rehabilitation is \$88,067. The bid for the contract was submitted by Visu-Sewer, LLC. This contractor appears to be a responsible bidder and qualified to perform the work.

Fiscal Impact:

The opinion of probable cost was updated in May 2024 (attached) as a final check before release of the Capital Improvement Plan for 2025-2029. This update did not occur in the final version that was published nor was it caught when the 2025 Budget was formulated and approved. This project is within that scope, but a 2025 Budget Adjustment will be necessary to correct the error.

Base Bid w/ Lateral Wye Replacement Alternative One	Base Bid w/ Lateral Wye Rehabilitation Alternative Two
Base Bid	\$60,017
Lateral Wye Replacement Alternative	\$20,867
Total	\$80,884
Contingencies	\$8,116
Total Construction Cost	\$89,000
Total Construction Budget	\$73,585



Item For Consideration

Sewer Utility

Construction (Expense)	+\$15,415
Fund Balance (Capital)	- \$15,415

Recommendation/Board Action: It is the recommendation of the Assistant Director of Public Works to award the 2025 Sanitary Sewer Lining Project – E. North Ave/CTH OO Project, Contract Number 2025002, to Visu-Sewer, LLC. in the amount of \$80,884 (w/ lateral wye replacement alternative one) and the corresponding 2025 Budget Adjustment.

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

OPINION OF PROBABLE COST**2025**

Owner: VILLAGE OF LITTLE CHUTE
Project Name: Lamers Dr to Sanitary Manhole 0468
Contract No.
Bid Date: Prices Updated 5/2024
Bid Time:
Project Manager:

Engineer: DEM

Description - Sanitary CIPP Sanitary Lining
Total Project Length = 815 feet

SANITARY SEWER

Item	Qty	Unit	Description	Unit Price	Total
1	815	L.F.	Furnish & Install; 10" CIPP Sanitary Sewer Lining	\$70.00	\$57,050.00
2	3	Ea.	Sanitary Sewer Lateral Reinstatement	\$350.00	\$1,050.00
3	1	L.S.	Furnish & Install; 10"x 4" Sanitary Sewer Wye (Includes 4" & 10" PVC Pipe)	\$4,500.00	\$4,500.00
4	6	Ea.	Connect to Existing Sanitary Sewer	\$400.00	\$2,400.00
5	1	Ea.	Dig Down and Replace Gasket on Top Section of Manhole	\$1,500.00	\$1,500.00
6	110	S.Y.	Restoration (Topsoil, Seed, Fertilizer and Mulch)	\$15.00	\$1,650.00
7	1	L.S.	Traffic Control	\$10,000.00	\$10,000.00

SUB-TOTAL (Items 1 through 7, Inclusive)**\$78,150.00****Construction Cost**

Engineering and Contingencies (25%)

\$78,150.00**\$19,537.50**

Annualized Inflation (3.5%)

\$2,735.25**Total Project Cost****\$100,422.75**

SANITARY LINING BASE BID FORM – 2025 EAST NORTH AVE (“CTH OO”)					Visu-Sewer	
Bid Item	Description	Unit	Quantity	Unit Cost	Bid Amount	
100.	Furnish & Install; 10" (CIPP) Sanitary Sewer Lining	LF	820	\$ 47.00	\$ 38,540.00	
101.	Sanitary Sewer Lateral Reinstatement	EA	3	\$ 100.00	\$ 300.00	
102.	Construction Staking (Sanitary)	LS	1	\$ 2,750.00	\$ 2,750.00	
103.	Traffic Control	LS	1	\$ 1,200.00	\$ 1,200.00	
104.	4" Topsoil, Seed, Fertilizer, & Hydro Mulch	SY	105	\$ 11.00	\$ 1,155.00	
105.	Type D – HR Inlet Protection	EA	6	\$ 137.50	\$ 825.00	
106.	(Pre and Post) Closed Circuit Televising	LF	810	\$ 2.00	\$ 1,620.00	
107.	Temporary Sanitary Sewer Bypass	LS	1	\$ 350.00	\$ 350.00	
108.	Replace Gasket	EA	1	\$ 3,300.00	\$ 3,300.00	
109.	10' – 10" Spot Repair	EA	1	\$ 4,867.50	\$ 4,867.50	
110.	15' – 10" Spot Repair	EA	1	\$ 5,005.00	\$ 5,005.00	
111.	Type C – HR Inlet Protection	EA	1	\$ 104.50	\$ 104.50	
SANITARY LINING BASE BID SUB-TOTAL					\$	60,017.00
SANITARY LINING BID FORM - ALTERNATE 1 BID ITEMS						
Bid Item	Description	Unit	Quantity	Unit Cost	Bid Amount	
112.	Furnish & Install; 10"x4" Sanitary Sewer Wye (Includes 10" Pipe, 4" Pipe, & Connections)	EA	3	\$ 6,105.00	\$ 18,315.00	
113.	Ditch Check	EA	4	\$ 88.00	\$ 352.00	
104	4" Topsoil, Seed, Fertilizer, & Hydro Mulch	SY	80	\$ 11.00	\$ 880.00	
114.	Stone Track Out Device	EA	1	\$ 1,320.00	\$ 1,320.00	
ALTERNATE 1 BID SUB-TOTAL					\$	20,867.00
SANITARY LINING BID FORM - ALTERNATE 2 BID ITEMS						
Bid Item	Description	Unit	Quantity	Unit Cost	Bid Amount	
115.	Lateral Top Hat	EA	3	\$ 9,350.00	\$ 28,050.00	
ALTERNATE 2 BID SUB-TOTAL					\$	28,050.00
SANITARY LINING BID FORM – E. NORTH AVE (“CTH OO”) (BASE BID & ALTERNATE 1 TOTAL)						
SANITARY LINING BASE BID TOTAL					\$	60,017.00
ALTERNATE 1 BID TOTAL					\$	20,867.00
BASE BID & ALTERNATE 1 BID -TOTAL					\$	80,884.00
SANITARY LINING BID FORM – E. NORTH AVE (“CTH OO”) (BASE BID & ALTERNATE 2 TOTAL)						
SANITARY LINING BASE BID TOTAL					\$	60,017.00
ALTERNATE 2 BID TOTAL					\$	28,050.00
BASE BID & ALTERNATE 2 BID -TOTAL					\$	88,067.00

SANITARY LINING BID FORM - ALTERNATE 2 BID ITEMS					
Bid Item	Description	Unit	Quantity	Unit Cost	Bid Amount
115.	Lateral Top Hat	EA	3	\$ 9,350.00	\$ 28,050.00
ALTERNATE 2 BID SUB-TOTAL					\$ 28,050.00
SANITARY LINING BID FORM – E. NORTH AVE (“CTH OO”) (BASE BID & ALTERNATE 1 TOTAL)					
SANITARY LINING BASE BID TOTAL					\$ 60,017.00
ALTERNATE 1 BID TOTAL					\$ 20,867.00
BASE BID & ALTERNATE 1 BID -TOTAL					\$ 80,884.00
SANITARY LINING BID FORM – E. NORTH AVE (“CTH OO”) (BASE BID & ALTERNATE 2 TOTAL)					
SANITARY LINING BASE BID TOTAL					\$ 60,017.00
ALTERNATE 2 BID TOTAL					\$ 28,050.00
BASE BID & ALTERNATE 2 BID -TOTAL					\$ 88,067.00



Item For Consideration

For Commission Review On: 02/18/2025

Agenda Item Topic: 2024/2025 Booster Pump Inspection:
Repair/Replacement

Prepared On: 02/10/2025

Prepared By: Jerry Verstegen

Report: Please see attached bid results. Booster Pumps are typically inspected every 15-20 years, or when there is a decrease in pumping capacity. Unlike the Well Pumps that need to be inspected every 10 years, there is no requirement to inspect the Booster Pumps. Department budgeted \$25,000, in 2024 to inspect, repair/replace (2) Booster Pumps, also budgeted \$25,000 in 2025 to repair/replace (2) Booster Pumps. Due to the availability of the contracts and the Water staff time involved with the EPA Lead/Copper Inventory requirement, the 2024 project was moved or carried over to 2025, so the Department plans to inspect (2) Booster Pumps this spring and (2) Booster Pumps this fall. The base price from CTW is \$11,222.00, with estimated repairs and rebuilding of pumps, cost is estimated around \$23,500. If both pumps need to be replaced, the estimated cost could be around \$28,500. We are looking to include Booster Pump #2 (at Well #1) and Booster #3 (at Pump House #2) in the spring project. Booster Pump #2 was last inspected in 2007 and has seen a drop in pumping capacity. Booster #3 was last inspected in 1992 and has seen no decrease in pumping capacity.

Fiscal Impact: Total cost could exceed budget by \$3,500.; however, at this time no budget adjustment is required as feel overall all four pumps will come in within budget or will cover small variance from other projects.

Recommendation/Commission Action:

The Water Department recommends approving CTW Corp to pull and inspect Booster Pumps #2 and #3, provide a detailed repair/replacement proposal and authorize the Water Department Superintendent to approved overall cost not to exceed \$28,500. Any cost above \$28,500 will be brought back to the Commission for approval.

Respectfully Submitted,
Jerry Verstegen

Village of Little Chute Water Department

Bid Results

Project: Booster Pump # 2 and # 3, Repair/Replacement

Location: Well # 1 and Pmp # 2

Bid Date/Time: 1/23/2025 3:00:00 PM

	CTW Corporation	Municipal Well and Pump	Water Well Solutions
Base Bid:	\$11,222.00	\$14,400.00	\$16,500.00
Insurance COI Provided:	Yes	Yes	Yes
<i>Supplemental Bids</i>			
Replacement of Column Pipe per Ft:	\$125.00	\$140.00	\$95.00
Replacement of 1-1/2" SS Shaft per ft:	\$52.00	\$60.00	\$80.00
Replacement of SS Head Shaft per (1):	\$395.00	\$270.00	\$370.00
New Pump Booster # 1:	\$8,125.00	\$7,270.00	\$9,983.00
New Pump Booster # 3:	\$8,125.00	\$7,270.00	\$9,983.00



Item For Consideration

For Commission Review On: 02/18/2025

Prepared On: 02/10/2025

Prepared By: Jerry Verstegen

Agenda Item Topic: Review/Approve RFP for Professional Engineering Services: Water Study and Tower Services

Report: The Village of Little Chute Water Department requested proposals for a Professional Engineering Consultant to review and update the Water System Evaluation and Plan that was previously conducted in 2017. In addition, the consultant will be responsible for Professional Services for engineering, location selection, design, bid documents and construction services for a new Village water tower. This 2017 Water System Evaluation and Plan indicated the need for a future water tower north of I-41. The Village would like to confirm the findings as the Village has outpaced customer growth and supply requirements estimated in the 2017 System Evaluation and Plan. Our community continues to grow north of I-41, we must continue to meet the development needs of the future.

The Village's project team which is made up of four members, evaluated and scored all received proposals, the combined score sheet is attached.

Fiscal Impact: Village Water Department has a budget of \$200,000 for the services requested. The proposed total cost Not-to-Exceed \$198,275 includes additional services of hydraulic modeling and the completion of the Wisconsin NR 854 Water System Plan requirement.

Recommendation/Commission Action: The four member team recommends approving the contract for professional services to McMahon and Associates. This includes the base scope of services referred to in the RFP along with the additional services of hydraulic modeling and preparation of the Wisconsin NR 854 Plan

Respectfully Submitted,
Jerry Verstegen

**Village of Little Chute Water Department
Bid Results**

Project: Professional Engineering Services - Little Chute Water System Review

Location: n/a

Bid Date/Time: 1/31/2025 12:00:00 PM

	Strand	CBS Squared	Robert E Lee	Donohue	McMahon	Ruekert Mielke
Water System Evalution Review and Update	\$17,000.00	\$29,900.00	\$32,635.00	\$18,240.00	\$17,395.00	\$9,950.00
New Water Tower Services Total	\$173,000.00	\$190,600.00	\$257,015.00	\$284,490.00	\$136,880.00	\$274,500.00
<i>Tower Design Services</i>		\$89,800.00			\$31,725.00	\$114,500.00
<i>Tank Construction Admin Services</i>		\$34,900.00			\$105,155.00	\$70,000.00
<i>Tank Inspection Services</i>		\$65,900.00				
<i>Surface Preparation Inspection (out of state)</i>						\$27,500.00
<i>Weld and Paint Inspection</i>						\$56,000.00
<i>Warrenty Services</i>						\$6,500.00
RFP Total Not-to-Exceed Fee:	\$190,000.00	\$220,500.00	\$289,650.00	\$302,730.00	\$154,275.00	\$284,450.00
Additional Proposed Services						
Water System Hydraulic Modeling	\$25,000.00	-	<i>included in above scope</i>		\$24,000.00	\$28,500.00
Wisconsin NR 854 Plan	\$28,000.00	\$8,900.00			\$10,000.00	
Funding Assistance					\$10,000.00	\$2,000.00
RFP Total Not-to-Exceed Fee, Plus NR 854	\$218,000.00	\$229,400.00	\$289,650.00	\$302,730.00	\$164,275.00	\$284,450.00
RFP Total Not-to-Exceed Fee, Plus NR 855 and Modeling	\$271,000.00	n/a	n/a	n/a	\$198,275.00	n/a

Village of Little Chute Water Department
Evaluation of Proposal

Project:	Professional Engineering Services - Little Chute Water System Review		
Location:	n/a		
Bid Date/Time:	1/31/2025	12:00 PM	

Description	Points	Strand	CBS Squared	Robert E Lee	Donohue	McMahon	Ruekert Mielke
1. The completeness of the proposal, including scope, approach and detailed work plan.	0-20	70	58	64	62	79	67
2. Firm experience in water studies, engineering studies, etc. Governmental references will also be considered here.	0-30	111	88	99	100	110	94
3. Qualifications of staff members that would be assigned to the study.	0-30	108	99	103	105	102	101
Cost proposal	0-20	69	71	60	52	80	57
Total:		358	316	326	319	371	319

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN VILLAGE OF LITTLE CHUTE AND TOWN OF VANDENBROEK

The Parties to this Intergovernmental Cooperation Agreement (hereinafter "Agreement") are the Village of Little Chute (hereinafter the "Village") and the Town of Vandenbroek (hereinafter the "Town"). The Village and town may be referred to herein individually as "party" or collectively as "parties".

RECITALS

WHEREAS, a portion of the boundary between the Village and Town consists of a public road known as Holland Road which is located partially in both communities, approximately the east one-half in the Town and the west one-half in the Village; and

WHEREAS, the Village and Town find it to be in their mutual interests to make this Agreement regarding repairs, maintenance, and reconstruction of Holland Road particularly described in paragraph 6 below ("Road");

WHEREAS, the Village and Town find it to be in their mutual interests to make this Agreement as the Village is working with a developer to install underground utilities and repave Holland Road from the extended connection point at Golden Gate Drive;

NOW THEREFORE, the Village and the Town hereby enter into an Intergovernmental Cooperation Agreement pursuant to the authority granted to them by Wisconsin Statutes §66.0301, on the following terms:

1. **Term of Agreement.** The Term of this Agreement begins when signed on behalf of the last of either the Town or Village and shall continue for an indefinite time period until either the Town or the Village gives at least 24 months advance written notice to the other party of the date of termination of this Agreement, at which time the Agreement shall terminate.

2. **Maintenance, Repair, and Reconstruction.** The Village is granted exclusive authority to determine when maintenance, repair, or reconstruction of this entire road shall take place, and the Village is granted exclusive responsibility to maintain, repair, or reconstruct this entire Road at Village expense. Maintenance includes, but is not limited to snow plowing, ditch maintenance, and other usual and customary procedures and methods to keep the Road in good condition for vehicular travel. Repaving of the Road will be substantially consistent with preliminary plans to be presented, when ready, by the Village to the Town. The Village shall obtain all permits required for such work.

3. **Use of the Road right of way.** The Village is granted exclusive authority to permit use of the Road right of way for installation and maintenance of above and below ground utilities, for which such utility installations shall constitute permanent easements in duration and not terminated, nor removal required of such utility installations, by either termination or expiration of this Agreement.

4. **Traffic control of the Road.** The Village is granted exclusive authority to control traffic speeds, weight limits and signage on the Road.

5. **Assessments by Village.** The Village will not make assessments to Town of Vandenbroek landowners abutting the Road for the repaving and any initial water, sanitary sewer, or storm sewer work or installations made in connection with the currently planned repaving of the Road. This restriction on assessments does not apply to, or cancel, current outstanding deferred assessments for existing water, sanitary sewer, and storm sewer utilities,

nor prohibit assessment for future installations, repairs, or replacements, made subsequent to the currently planned Road repaving.

6. **Described segment of Road.** This Agreement applies only to those portions of the Holland Road depicted by the shading shown on **Exhibit A**, attached for reference.

7. **Complete Agreement.** This constitutes the complete agreement between the parties and there have been no other oral representations, warranties, or agreements upon which either party has relied, unless in writing and signed by the party to be bound.

8. **Signatures.** Fax or email copies of this document, and copies of signatures transmitted by fax or email, and counterpart signature pages of this document shall be deemed as binding and valid as originals.

Dated this _____ day of _____, 2025.

VILLAGE OF LITTLE CHUTE

BY: _____

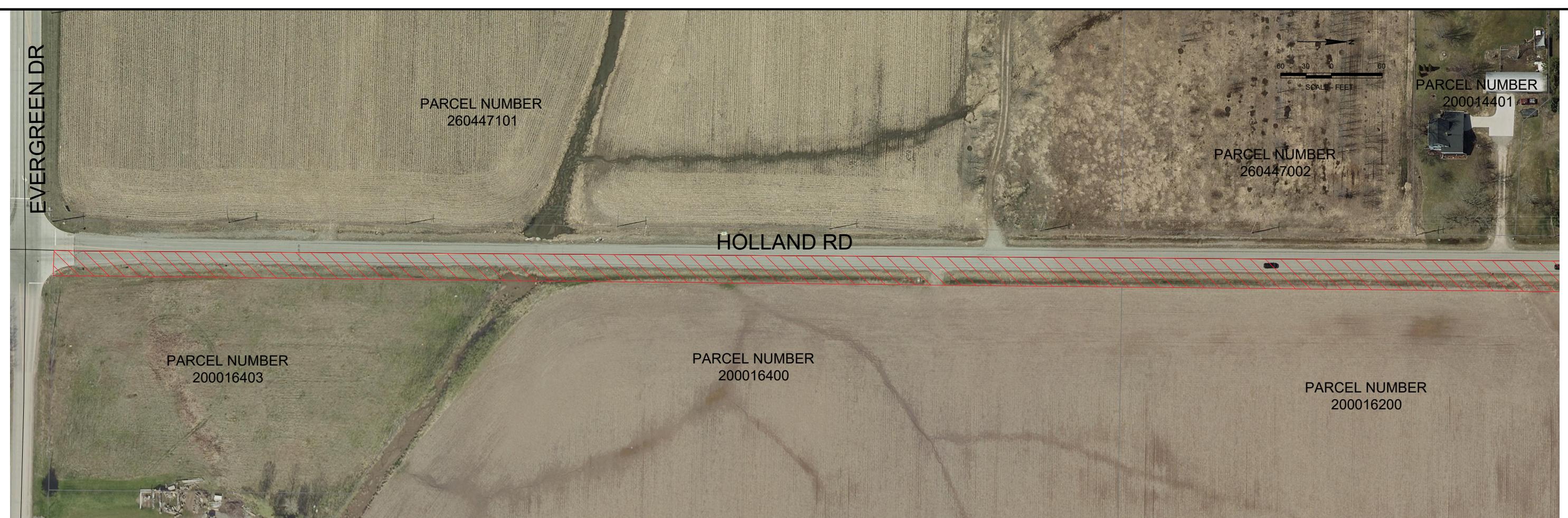
Michael Vanden Berg, Village President

Dated this _____ day of _____, 2025.

TOWN OF VANDENBROEK

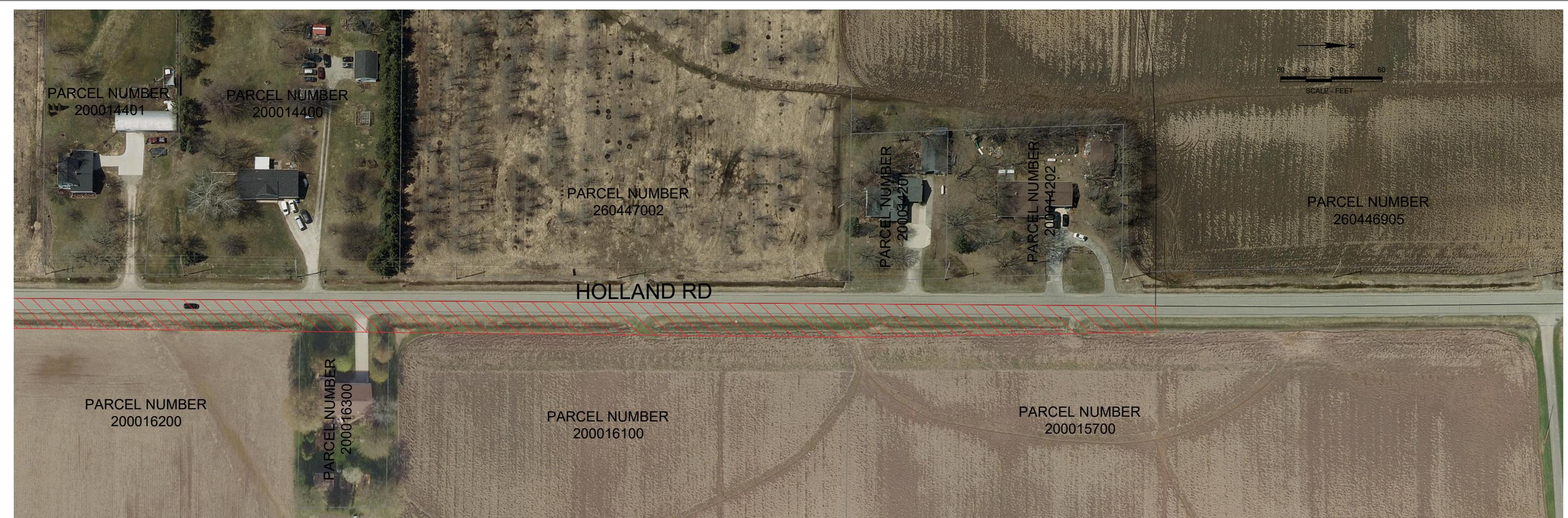
BY: _____

Jason Wegand, Town Chairman



Little Chute
ESTABLISHED 1848
ENGINEERING DIVISION
108 WEST MAIN STREET
LITTLE CHUTE, WISCONSIN 54140

HOLLAND RD
IGA
EXHIBIT
VILLAGE OF LITTLE CHUTE, WISCONSIN



REV DATE BY DESCRIPTION

DESIGNED: _____

DRAWN: MAV

CHECKED: _____

APPROVED: _____

PROJECT NUMBER EXHIBIT

SHEET REFERENCE NO. 1.0



**ORIGINAL
STATE/MUNICIPAL
FINANCIAL AGREEMENT FOR
A STATE – LET HIGHWAY
PROJECT**

Date: 1/28/2025
ID: 1130-66-82 (Design: 1130-63-01)
IH 41
Title: Appleton – De Pere
Limits: Buchanan St Overpass
County: Outagamie
Roadway Length: 0.188 miles

The signatory Village of Little Chute, City of Kaukauna, and Outagamie County, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMARY SUMMARY:

Existing Facility - Describe and give reason for request:

IH 41, which passes below the Buchanan Street Overpass, has four travel lanes (two in each direction), is congested and sees a higher rate of crashes than similarly configured freeways in Wisconsin. By federal standards, the project area has multiple roadway design deficiencies, and much of the pavement and several bridges are nearing the end of their useful service lives and must be replaced.

Much of the original pavement on IH 41 was built in the 1960's and has reached the end of its useful life, meaning further rehabilitation are no longer cost-effective. The road also has narrow shoulders, outdated ramp designs, and interchanges spaced too closely to one another. As part of this project, the Buchanan Street Overpass requires improvements to meet interstate vertical requirements, design year traffic projections, and roadway approach reconstruction to match the new structure.

Proposed Improvement – Nature of work:

The proposed Buchanan Street Overpass project will replace the existing 4-span concrete girder bridge structure (B-44-0038) over IH 41 with a new 2-span concrete girder bridge structure (B-44-0332). The new structure will be 206.5-ft in length and have a 36-ft clear width (12-ft lane and 6-ft bicycle accommodation in each direction). Additionally, the structure will have 6-ft wide pedestrian accommodation on each side of the structure separated from traffic by a single slope parapet. To match into the new bridge structure, approximately 800-ft of roadway approach reconstruction is proposed. The proposed urban roadway section consists of a 12-ft lane and 6-ft bicycle accommodation in each direction flanked by 6-in vertical faced curb and a 6-ft width of sidewalk directly behind the back of curb along the west side and east side. The proposed approach roadway will be constructed with 8-in concrete pavement, with 25-ft HMA pavement transitions at each end of the project. A retaining wall (R-44-0057) is proposed in the northwest quadrant of IH 41/Buchanan Street to minimize impacts to the adjacent local roadway. This project also includes community sensitive design (CSD) elements for the Holland Rd, Vandenbroek Rd, CTH N, Rose Hill Road (CTH CC) and CTH J bridges over IH 41.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

Non-participating work is not necessary to finish the project, but the Municipality has requested a 100% non-participating category be included to be able to address any unanticipated non-participating needs during construction.

SUMMARY OF COSTS

¹ Phase	Total Est. Cost	Federal/State Funds	%	Outagamie County	%	Village of Little Chute	%	City of Kaukauna	%	
Design Engineering	N/A	N/A		\$0.00	0%	\$0.00	0%	\$0.00	0%	
Real Estate Acquisition	N/A	N/A		\$0.00	0%	\$0.00	0%	\$0.00	0%	
Municipal Utility Coordination	N/A	N/A		\$0.00	0%	\$0.00	0%	\$0.00	0%	
²Construction: 1130-66-82										
Category	Description									
1000	Roadway	\$1,867,440.27	\$1,867,440.27	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
1100	Lighting	\$30,762.50	\$30,762.50	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
1400	Buchanan St CSD Items ³	\$48,426.50	\$38,741.20	80% MAX	\$4,842.65	10% +BAL	\$4,842.65	10% +BAL	\$0.00	0%
1410	Holland Road CSD Items ⁴	\$32,628.38	\$26,102.70	80% MAX	\$3,262.84	10% +BAL	\$3,262.84	10% +BAL	\$0.00	0%
1420	Vandenbroek Road CSD Items ⁵	\$34,937.00	\$27,949.60	80% MAX	\$3,493.70	10% +BAL	\$3493.70	10% +BAL	\$0.00	0%
1430	CTH N Interchange CSD Items ⁶	\$27,643.13	\$22,114.50	80% MAX	\$2,764.32	10% +BAL	\$2,764.31	10% +BAL	\$0.00	0%
1440	Rose Hill Road (CTH CC) CSD Items ⁷	\$32,536.38	\$26,029.10	80% MAX	\$3,253.64	10% +BAL	\$1,626.82	5% +BAL	\$1,626.82	5% +BAL
1450	CTH J Interchange CSD Items ⁸	\$44,047.88	\$35,238.30	80% MAX	\$4,404.79	10% +BAL	\$0.00	0%	\$4,404.79	10% +BAL
1600	Local/Non-Participating, Village of Little Chute	\$26.45	\$0.00	0%	\$0.00	0%	\$26.45	100%	\$0.00	0%
1610	Sidewalk, Village of Little Chute	\$71,360.95	\$57,088.76	80%	\$0.00	0%	\$14,272.19	20%	\$0.00	0%
1800	100% State Funded	\$1,150.00	\$1,150.00	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
2000	Structure B-44-0332	\$2,097,638.74	\$2,097,638.74	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
2010	Structure B-44-179 Fencing	79,373.00	\$79,373	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
4000	Structure R-44-0057	\$793,755.88	\$793,755.88	100%	\$0.00	0%	\$0.00	0%	\$0.00	0%
Construction Subtotal		\$5,161,727.06	\$5,103,384.55		\$22,021.94		\$30,288.96		\$6,031.61	
Total Est. Cost Distribution		\$5,161,727.06	\$5,103,384.55		\$22,021.94		\$30,288.96		\$6,031.61	

¹Costs shown are estimates only and may be updated as design progresses.

²Estimates include construction engineering.

³Community Sensitive Design (CSD) amenities for Buchanan St are funded with 80% federal funding up to a maximum of \$48,000.

⁴Community Sensitive Design (CSD) amenities for Holland Road are funded with 80% federal funding up to a maximum of \$32,000.

⁵Community Sensitive Design (CSD) amenities for Vandenbroek Road are funded with 80% federal funding up to a maximum of \$35,000.

⁶Community Sensitive Design (CSD) amenities for CTH N Interchange are funded with 80% federal funding up to a maximum of \$22,000.

⁷Community Sensitive Design (CSD) amenities for Rose Hill Road (CTH CC) are funded with 80% federal funding up to a maximum of \$32,000.

⁸Community Sensitive Design (CSD) amenities for CTH J Interchange are funded with 80% federal funding up to a maximum of \$44,000.

³⁻⁸State funding shall not be used for CSD items. Federal and Municipal funding is permitted for CSD items.

³⁻⁸Costs in excess of the federal amenities funding limit shall be the responsibility of the Municipality.

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [3] – [9]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, upon fully executed signature of applicable State Municipal Maintenance Agreement and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and on behalf of the Village of Little Chute

Name <small>(print)</small>	Title
--------------------------------	-------

Signature	Date
-----------	------

Signed for and on behalf of the City of Kaukauna

Name <small>(print)</small>	Title
--------------------------------	-------

Signature	Date
-----------	------

Signed for and on behalf of the County of Outagamie

Name <small>(print)</small>	Title
--------------------------------	-------

Signature	Date
-----------	------

Signed for and on behalf of the State

Name <small>(print)</small>	Title
--------------------------------	-------

Signature	Date
-----------	------

(please sign in blue ink)

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

- (a) Design engineering and state review services.
- (b) Real Estate necessitated for the improvement.
- (c) Compensable utility adjustment and railroad force work necessitated for the project.
- (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
- (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers, and inlet grates as needed.
- (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
- (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
- (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
- (i) Replacement of existing driveways, in kind, necessitated by the project.
- (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
- (k) Eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community, not to exceed CSD funding limit for the project.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:

- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
- (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
- (c) Roadway and bridge width in excess of standards.
- (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
- (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
- (f) Parking lane costs.
- (g) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
- (h) 20% of costs of eligible Community Sensitive Design (CSD) amenities considered to be the preference of the community up to the CSD funding limit for the project, plus 100% of costs of eligible CSD amenities in excess of the CSD funding limit for the project.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State on behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall, in cooperation with the State, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
8. Basis for local participation:

Design Engineering, Real Estate Acquisition, Utility Coordination:

The State will pay 100% of the cost for design engineering, real estate acquisition, and utility coordination.

Costs for design engineering, real estate acquisition, and utility coordination are shown as not applicable (N/A) in the summary of costs table due to the complexities of isolating individual Let Project costs from the Appleton-Green Bay corridor wide design ID (1130-63-01) and this information is not relevant to the municipal construction cost share.

Construction ID: 1130-66-82

The Project Agreement will be revised, if necessary, as the project progresses. All costs shown are approximate and subject to final audit.

Category 1000 – Roadway

The State will pay 100% of the construction costs under Category 1000 – Roadway unless otherwise noted.

Category 1100 – Lighting

In accordance with Local Participation policy section 3-25-5 of the State's Program Management Manual, the State will participate in the costs of new continuous street lighting if it is installed at the time of project construction. Where an alternate design acceptable to WisDOT is installed, up to 50 percent of the cost equivalent to lighting meeting WisDOT standards is eligible, not to exceed 50 percent of actual costs.

The participating total is based on 50% of the total estimated street lighting costs which includes \$30,762.50 for WisDOT installed lighting component costs and \$43,322.80 for above-ground components (including poles and luminaires) to be completed by Village of Little Chute and that will meet WisDOT standards. Because locally funded lighting costs exceed the estimate for WisDOT installed work, no local participation is proposed for this category.

$$50\% \times (\$30,762.50 + \$43,322.80) = \$37,042.65$$

$\$37,042.65 > \$30,762.50$ so no local participation is required to make up the 50% overall lighting cost difference.

Category 1400 – Buchanan St. CSD Items

CSD amenities are funded with 80% federal funding up to a maximum of \$48,000 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD category funding limit. The Village of Little Chute and Outagamie County will split the local cost share at 10% each up to the CSD amenities category limit and split any costs in excess of the CSD category limit at 50% each.

Buchanan St. CSD items requested by the municipality and included in this project:

- Staining Structure (B-44-0332) - \$22,672.25
- Staining Structure (R-44-0057) - \$14,254.25
- Decorative silhouettes (B-44-0332) - \$11,500

CSD item costs are estimated to be \$48,426.50.

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Category 1410 – Holland Road CSD Items

CSD amenities are funded with 80% federal funding up to a maximum of \$32,000 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD category funding limit. The Village of Little Chute and Outagamie County will split the local cost share at 10% each up to the CSD amenities category limit and split any costs in excess of the CSD category limit at 50% each.

Holland Road CSD items requested by the municipality and included in this project:

- Staining Structure (B-44-0330) - \$21,128.38
- Decorative silhouettes (B-44-0330) - \$11,500

Holland Road CSD items costs are estimated to be \$32,628.38.

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Category 1420 – Vandenbroek Road CSD Items

CSD amenities are funded with 80% federal funding up to a maximum of \$35,000 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD category funding limit. The Village of Little Chute and Outagamie County will split the local cost share at 10% each up to the CSD amenities category limit and split any costs in excess of the CSD category limit at 50% each.

Vandenbroek Road CSD items requested by the municipality and included in this project:

- Staining Structure (B-44-0331) - \$23,437.00
- Decorative silhouettes (B-44-0331) - \$11,500.00

Vandenbroek Road CSD items costs are estimated to be \$34,937.00.

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Category 1430 – CTH N Interchange CSD Items

CSD amenities are funded with 80% federal funding up to a maximum of \$22,000 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD category funding limit. The Village of Little Chute and Outagamie County will split the local cost share at 10% each up to the CSD amenities category limit and split any costs in excess of the CSD category limit at 50% each.

CTH N Interchange CSD items requested by the municipality and included in this project:

- Staining Structure (B-44-0179) - \$22,672.25

CTH N Interchange CSD items costs are estimated to be \$22,672.25.

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Category 1440 – Rose Hill Road (CTH CC) CSD Items

CSD amenities are funded with 80% federal funding up to a maximum of \$32,000 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD category funding limit. Outagamie County, the city of Kaukauna, and the village of Little Chute will split the local cost share. Outagamie County will pay 10% and the city of Kaukauna and the village of Little Chute will pay 5% each up to the CSD amenities category limit. They will split any costs in excess of the CSD category limit with Outagamie County paying 50%, and the city of Kaukauna and village of Little Chute each paying 25%.

Rose Hill Road (CTH CC) CSD items requested by the municipality and included in this project:

- Staining Structure (B-44-0333) - \$21,036.38
- Decorative silhouettes (B-44-0333) - \$11,500

Rose Hill Road (CTH CC) CSD items costs are estimated to be \$32,536.38.

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Category 1450 – CTH J Interchange CSD Items

CSD amenities are funded with 80% federal funding up to a maximum of \$44,000 when the Municipality agrees to provide the remaining 20% and any funds in excess of the CSD category funding limit. The city of Kaukauna and Outagamie County will split the local cost share at 10% each up to the CSD amenities category limit and split any costs in excess of the CSD category limit at 50% each.

CTH J Interchange CSD items requested by the municipality and included in this project:

- Staining Structure (B-44-0338) - \$23,434.13
- Staining Structure (R-44-0050) - \$3,944.50
- Staining Structure (R-44-0051) - \$5,169.25
- Decorative silhouettes (B-44-0338) - \$11,500

CTH J Interchange CSD items costs are estimated to be \$44,047.88.

CSD funding is governed by Wis. Stat. 85.0205. The department will regularly review the total CSD funding on this and any associated improvement projects to ensure total CSD funding does not exceed statutory limits. If at any point CSD funding exceeds statutory limits, the department will notify the Municipality of any adjustments to CSD funding that may be required to remain in compliance with state statutes.

Category 1600 – Local/Non-Participating, Village of Little Chute

In accordance with Local Participation Policy Section 3-25-5 of the State's Program Management Manual proposed improvements requested by the Municipality within the project limits, but outside the original project scope, are considered 100% the responsibility of the Municipality.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
305.0120	Base Aggregate Dense 1 ¼-Inch	TON	1	\$23	\$23

1130-66-82 Construction Total	\$23
15% Construction Engineering	\$3.45
1130-66-82 Project Total	\$26.45

Category 1610 – Sidewalk, Village of Little Chute

In accordance with Local Participation Policy Section 3-25-5 of the State's Program Management Manual, the State will participate in the construction costs of new sidewalks if they are installed at the time of project construction. Costs of sidewalk constructed to WisDOT standards and installed at the time of the project construction are 80% eligible for WisDOT participation.

Item Number	Item Description	Units	Estimated Qty	Unit Price	Amount
305.0120	Base Aggregate Dense 1 ¼ Inch	Ton	180	\$23	\$4,140.00
602.0405	Concrete Sidewalk 4-Inch	SF	7988	\$7.25	\$57,913.00

1130-66-82 Sidewalk Total	\$62,053.00
15% Construction Contingency	\$9,307.95
1130-66-82 Project Total	\$71,360.95

Category 1800 – 100% State Funded

The State will pay 100% of the construction costs under Category 1800 – 100% State Funded unless otherwise noted.

Category 2000 – Structure B-44-0332

The State will pay 100% of the construction costs under Category 2000 – Structure B-44-0332 unless otherwise noted.

Category 2010 – Structure B-44-179 Fencing

The State will pay 100% of the construction costs under Category 2010 – Structure B-44-179 Fencing unless otherwise noted.

Category 4000 – Structure R-44-0057

The State will pay 100% of the construction costs under Category 4000 – Structure R-44-0057 unless otherwise noted.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
TOWN OF VANDENBROEK, THE VILLAGE OF LITTLE
CHUTE AND OUTAGAMIE COUNTY FOR THE
PROVISION OF FIRE PROTECTION SERVICES AT THE
OUTAGAMIE COUNTY NORTHWEST LANDFILL**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of this ____ day of _____, 2024 (the "Effective Date") by and between the Town of Vandenbroek (the "Town"), the Village of Little Chute (the "Village") and Outagamie County (the "County"), all having their territory within Outagamie County, Wisconsin.

RECITALS

WHEREAS, the County owns certain real property in the Village of Little Chute, Outagamie County, Wisconsin where the County operates and manages an existing landfill named the Outagamie County Landfill (the "Landfill");

WHEREAS, the County owns and operates certain recycling facilities and an administrative building on the Landfill and additional structures and buildings may be constructed on the Landfill during the term of this Agreement (collectively, the "Facilities");

WHEREAS, the County is in need of certain fire protection services for the Landfill and the Facilities;

WHEREAS, the County, the Town and the Village all agree that the Landfill and the Facilities are necessary and support their operations;

WHEREAS, the Town has the equipment and personnel to provide appropriate fire protection services for the portions of the Landfill that do not include the Facilities and are willing to provide such services as more fully set forth in this Agreement;

WHEREAS, Wis. Stat. § 66.0301 authorizes villages, towns, and counties to cooperate by contract for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law, and a contract under this subsection may bind the contracting parties for the length of time specified in the contract;

WHEREAS, the conditions, responsibilities, duties, and obligations of each party as set forth herein, effectuates the consensus of such parties and is in the best interest of those parties and their residents; and

NOW THEREFORE, pursuant to Wis. Stat. § 66.0301, the parties hereto agree as follows:

AGREEMENT

1. The Town Fire Department shall provide fire protection services for the Landfill, with the exception of the Facilities, on a 24-hour basis, 365 days per year, based upon a fee structure to be mutually agreed upon by the Town and the County in a separate written agreement.
2. The Town shall bill the County directly for all fire protection services provided by the Town to the County pursuant to this Agreement.
3. The Village Fire Department shall retain primary responsibility for providing fire protection services for the Facilities on a 24-hour basis, 365 days per year.
4. The term of this Agreement shall be for twenty years from the Effective Date (the “Term”). .
5. The Town agrees at all times during the term of this Agreement to indemnify, save harmless and defend the Village and the County, and their respective boards, officers, employees and representatives against any and all liability, losses, damages, costs or expenses which any third party may sustain, incur or be required to pay by reason of bodily injury, personal injury or property damage of whatever nature or kind arising out of or as a result of any negligent act or negligent failure to act by the Town in connection with the services to be provided pursuant to this Agreement, provided, such liability, losses, damages, costs or expenses are not caused by the negligence of the County or Village. Nothing in this Agreement shall be deemed a waiver of any requirement, limitation or immunity set forth in Section 893.80 Wis. Stats.
6. This Agreement supersedes and replaces a prior Intergovernmental Agreement between the Town and the Village dated February 20, 2019.
7. This Agreement sets forth the entire agreement between the parties, and there are no promises or understanding other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the Effective Date stated above.

VILLAGE OF LITTLE CHUTE

BY: _____
Michael Vanden Berg, Village President

BY: _____
Laurie Decker, Village Clerk

TOWN OF VANDENBROEK

BY: _____
Jason Wegand, Town Chair

BY: _____
Cory Swedberg, Town Clerk

OUTAGAMIE COUNTY

BY: _____
Thomas M. Nelson, County Executive

BY: _____
Dan Gabrielson, County Board Chairman

Commitment Letter

Dated February 20, 2025

Parties

Heesakker Park Irrevocable Trust, Associated Trust Company, N.A. as Trustee
and The Village of Little Chute, Wisconsin

Purpose

1. The purpose of this Commitment Letter is to record the mutual interest between both parties referenced above to repair and to replace the Heesakker Park Staircase.

Scope of Project

2. The project shall be a complete repair and replacement of staircase. Proposed work includes installing and regrading new staircase system within Heesakker Park connecting the East and West ends of the park.

Cost of Project

3. The cost of the project is expected to be approximately \$120,000. The expected timeline of the project will be completion in the year 2025.

Authorization of Trust and Family Advisers

4. Associated Trust, as Trustee, and having received approval from Trust family advisers, hereby approves the project to repair and to replace the Heesakker Park Staircase. The Trustee hereby approves \$120,000 to be distributed from the Heesakker Park Irrevocable Trust to the Village of Little Chute for project completion in 2025. For tax-efficiency, the distribution in the amount of \$120,000 will be distributed in full to the Village of Little Chute in March 2025.

Excess Funds

5. If the staircase project is not completed by June 2026, or if the staircase project is completed for less than \$120,000, the remaining funds shall be returned to the Trust and held for future park projects. In lieu of returning payment, the Village of Little Chute may re-allocate funds to other park building or park wood improvements subject to the approval of the Trustee that such projects comply with the distribution provisions as outlined in the Trust document. Interest earned on the funds distributed will be retained in the Village of Little Chute Heesakker Park Trust Special Revenue Fund. Interest earned on the distribution will be retained by the Village separate fund to be used or reallocated by the Village for another acceptable Heesakker Irrevocable Trust approved project.

Mutual Interest

6. Both parties agree the project to repair and replace the staircase aligns with the language of the Trust document to improve and to enhance the wooded area of the park. To that end, both parties will work diligently and cooperatively to complete the project by year end 2025 within the parameters stated above.

Distribution Amount for Stairway Project: **\$120,000**

Date of Distribution of Funds: **March 1, 2025**

Expected Project Completion: **Year 2025**

By:

Associated Trust Company, N.A. as Trustee of the
Heesakker Park Irrevocable Trust
Timothy A. Hazeltine, Vice President

Village of Little Chute, Board President

Date