



# AGENDA

## REGULAR BOARD MEETING

PLACE: Little Chute Village Hall  
DATE: Wednesday, April 2, 2025  
TIME: 6:00 p.m.

Join Zoom Meeting

<https://us06web.zoom.us/j/84511014569>

Meeting ID: 845 1101 4569

Dial by your location

• +1 312 626 6799

Meeting ID: 845 1101 4569

### REGULAR ORDER OF BUSINESS

- A. Invocation
- B. Pledge of Allegiance to the Flag
- C. Roll call of Trustees
- D. Roll call of Officers and Department Heads
- E. Public Appearance for Items Not on the Agenda
- F. Consent Agenda  
*Items on the Consent Agenda are routine in nature and require one motion to approve all items listed. Prior to voting on the Consent Agenda, items may be removed at the request of any Board Member or member of the public. Any removed items will be considered immediately following the motion to approve the other items.*
  - 1. Disbursement List
  - 2. Approval of the Minutes of March 19, 2025
- G. Public Hearing—Amendment of Chapter 34 of Public Utilities
- H. Presentation—Nechodom Award
- I. Discussion/Action—Adopt Ordinance No. 2, Series 2025 Amending the Sewer Utility Ordinance Sections 34-1 and 34-128 through 34-415 of the Village of Little Chute Municipal Code
- J. Discussion/Action — LCASD Memorandum of Understanding with FVMPD
- K. Discussion/Action— Holiday Rental Rates for Non-Residents

- L. Discussion/Action— Award Design and Engineering Bid for Heesakker Park
- M. Discussion/Action—Youth Boxing Special Event Permit
- N. Department and Officer Progress Reports
- O. Call for Unfinished Business
- P. Items for Future Agenda
- Q. Adjournment

Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made with as much advance notice as possible to the Clerk's Office at 108 West Main Street, (920) 423-3852, [email: Laurie@littlechutewi.org](mailto:Laurie@littlechutewi.org) Prepared: March 27, 2025

## Disbursement List - April 2, 2025

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Payroll & Payroll Liabilities -	\$204,241.31
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Prepaid Invoices - March 14, 2025	\$66,934.38
Prepaid Invoices - March 21, 2025	\$30,018.22
Prepaid Invoices - March 24, 2025	\$759.59

### CURRENT ITEMS

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Bills List - April 2, 2025	\$183,043.73
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<b>Total Payroll, Prepaid &amp; Invoices</b>	<b>\$484,997.23</b>
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The above payments are recommended for approval:

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

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Approved: April 2, 2025

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Michael R Vanden Berg, Village President

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Laurie Decker, Clerk

## Report Criteria:

Invoice Detail.Voided = {=} FALSE

Invoice	Description	Total Cost	Period	GL Account
<b>ACE HARDWARE LITTLE CHUTE</b>				
287993	JAYCEE TOT LOT ROOF REPAIR SUPPLIES	13.99	03/25	101-55200-242
288009	MAILBOX REPAIR - PLOW DAMAGE	11.98	03/25	101-53350-218
288015	BUCKTHORN REMOVERS	239.96	03/25	101-55440-218
288023	BATTERIES & WINDSHIELD WASH	15.97	03/25	101-52200-218
288076	BUCKTHORN REMOVERS - RETURNED	59.99-	03/25	101-55440-218
288078	CLEANER & SPINMOP	42.98	03/25	101-52200-218
288081	C & S CABLE USB & CAR CHARGER	32.98	03/25	101-52200-218
288082	C & S CABLE USB RETURNED	10.99-	03/25	101-52200-218
288090	MISC PARTS - YARD WASTE SITE	39.15	03/25	101-53310-218
Total ACE HARDWARE LITTLE CHUTE:		326.03		
<b>AMPLITEL TECHNOLOGIES</b>				
25291	MANAGED SERVICES PACKAGE - MARCH	5,975.00	03/25	404-57190-204
Total AMPLITEL TECHNOLOGIES:		5,975.00		
<b>ASPIRUS BUSINESS HEALTH</b>				
140009	MOBILE AUDIOGRAM SCREENING SERVICES	899.00	03/25	207-52120-225
Total ASPIRUS BUSINESS HEALTH:		899.00		
<b>AUTOMATED COMFORT CONTROLS</b>				
37930	SERVICE CALL TO VILLAGE HALL	961.87	03/25	101-51650-245
Total AUTOMATED COMFORT CONTROLS:		961.87		
<b>AUTOMOTIVE SUPPLY CO</b>				
61013011	FILTERS	88.44	03/25	101-53330-218
61013099	#158 BATTERY	50.38	03/25	101-53330-225
61013154	#23 FILTER	22.81	03/25	101-53330-225
61013154	FILTERS	33.85	03/25	101-53330-218
61013390	#9 FILTER	40.77	03/25	101-53330-225
61013390	FILTERS	13.97	03/25	101-53330-218
61013798	#46 FILTER	47.04	03/25	101-53330-225
61013798	FILTERS	64.04	03/25	101-53330-218
Total AUTOMOTIVE SUPPLY CO:		361.30		
<b>BELCO VEHICLE SOLUTIONS LLC</b>				
10256	SQUAD 112 REPLACEMENT DECALS - CRASH RE	374.47	03/25	207-52120-247
Total BELCO VEHICLE SOLUTIONS LLC:		374.47		
<b>BERKEN, TODD</b>				
108	SPRING/SUMMER PROGRAM GRAPHIC WORK	484.50	03/25	101-55300-207
Total BERKEN, TODD:		484.50		
<b>BOCK-HIETPAS, JULIE</b>				
54821	REFUND SECURITY DEPOSIT	250.00	03/25	208-21235

Invoice	Description	Total Cost	Period	GL Account
Total BOCK-HIETPAS, JULIE:		250.00		
CARRICO AQUATIC RESOURCES INC				
20251718	AFO CLASS FEE	350.00	03/25	204-55420-201
Total CARRICO AQUATIC RESOURCES INC:		350.00		
CENTURY FENCE CO				
256791001	PLAYGROUND FENCE	3,255.00	03/25	101-55200-204
256791101	PICKLEBALL COURTS FENCE AND INSTALL - FIN	5,160.00	03/25	101-55200-204
256792501	JAYCEES TOT LOT FENCE REPAIRS	570.00	03/25	101-55200-204
Total CENTURY FENCE CO:		8,985.00		
CINTAS				
4224178940	UNIFORM PREP	12.66	03/25	101-53330-213
4224178940	MATS & TOWELS	36.30	03/25	101-53330-218
4224890753	UNIFORM PREP	12.66	03/25	101-53330-213
4224890753	MATS & TOWELS	36.30	03/25	101-53330-218
Total CINTAS:		97.92		
DEPARTMENT OF JUSTICE				
22	LEADERSHIP IN POLICE ORGANIZATIONS - REGIS	700.00	03/25	207-52120-201
Total DEPARTMENT OF JUSTICE:		700.00		
DERENNE, SYDNEY				
54957	REFUND SECURITY DEPOSIT	250.00	03/25	208-21235
Total DERENNE, SYDNEY:		250.00		
DISTRICT 2 INC.				
4172	2014 PIERCE IMPEL DOT INSPECTION	3,366.00	03/25	101-52200-204
Total DISTRICT 2 INC.:		3,366.00		
DRILLPICKLE LLC				
7080	PRACTICE PICKLEBALL WALL	1,079.10	03/25	101-55200-216
Total DRILLPICKLE LLC:		1,079.10		
FINGER PUBLISHING INC				
BE271762	PH E BIKES	70.49	03/25	101-51440-227
Total FINGER PUBLISHING INC:		70.49		
FLY-ME FLAG LLC				
11699	20x38 US FLAG	1,249.00	03/25	202-51960-221
Total FLY-ME FLAG LLC:		1,249.00		
G&S CLEANING SERVICES LLC				
32325	CLEAN & SANITIZE	75.00	03/25	208-52900-204

Invoice	Description	Total Cost	Period	GL Account
Total G&S CLEANING SERVICES LLC:		75.00		
GARZA, JESSICA				
54845	REFUND SECURITY DEPOSIT	250.00	03/25	206-21235
Total GARZA, JESSICA:		250.00		
GOLD CROSS AMBULANCE INC				
8895	MEDICAL SUPPLIES	124.50	03/25	207-52120-213
Total GOLD CROSS AMBULANCE INC:		124.50		
HAENCO LLC				
14416	CAN LINERS	42.69	03/25	208-52900-222
14416	CAN LINERS	42.69	03/25	101-53300-218
14466	CAN LINERS	42.69	03/25	101-55200-218
14466	GLOVES & TOWELS	84.81	03/25	101-55200-222
Total HAENCO LLC:		212.88		
HAMMEN, AMANDA				
54949	REFUND SECURITY DEPOSIT	250.00	03/25	206-21235
Total HAMMEN, AMANDA:		250.00		
HARLOW, DONNA				
11116532	MEMORI MEMORIAL BENCH REFUND - PRICE DIFFERENCE	70.00	03/25	101-38301
Total HARLOW, DONNA:		70.00		
HEARTLAND BUSINESS SYSTEMS LLC				
777966H	UTILITY POSTCARDS - MARCH	118.55	03/25	201-53620-206
777966H	UTILITY POSTCARDS - MARCH	118.54	03/25	610-53614-206
777966H	UTILITY POSTCARDS - MARCH	118.55	03/25	620-53904-206
777966H	UTILITY POSTCARDS - MARCH	118.54	03/25	630-53443-206
Total HEARTLAND BUSINESS SYSTEMS LLC:		474.18		
J.F. AHERN CO				
720670	FIRE EQUIPMENT INSPECTION	1,999.73	03/25	101-53310-204
Total J.F. AHERN CO:		1,999.73		
JENSEN, KERRI				
11116305	MEMORI MEMORIAL BENCH REFUND - PRICE DIFFERENCE	70.00	03/25	101-38301
Total JENSEN, KERRI:		70.00		
JX ENTERPRISES INC				
14346697P	WINDOW REGULATER	510.76	03/25	101-53330-225
14348065P	WINDOW REGULATER - RETURNED	469.28	03/25	101-53330-225
14348423P	PARK BRAKE CHAMBER	173.97	03/25	101-53330-218
14348434P	PARK BRAKE CHAMBER	99.98	03/25	101-53330-218
14348434P	# 6 PARK BRAKE CHAMBER	49.99	03/25	101-53330-225

Invoice	Description	Total Cost	Period	GL Account
Total JX ENTERPRISES INC:		365.42		
KERRY'S VROOM SERVICE INC				
10510	UNIT 111 REPAIRS	349.56	03/25	207-52120-247
Total KERRY'S VROOM SERVICE INC:		349.56		
KEYZERS, KAREN				
54893	REFUND SECURITY DEPOSIT	250.00	03/25	206-21235
Total KEYZERS, KAREN:		250.00		
MATTHEWS TIRE				
320380	#112 TIRE REPAIR	45.76	03/25	207-52120-247
95848	#43 TIRE DISMOUNT & DISPOSAL	52.00	03/25	101-53330-225
95937	#23 SWIVEL CASTER TIRES	68.86	03/25	101-53330-225
Total MATTHEWS TIRE:		166.62		
MCMAHON ASSOCIATES INC				
938344	PROFESSIONAL SVC 1/1-2/1/25 STORM SEWER H	530.63	03/25	417-51237-204
938344	PROFESSIONAL SVC 1/1-2/1/25 STORM SEWER H	176.87	03/25	630-51237-204
938345	PROFESSIONAL SERVICES 1/1-2/1/25 STORM SE	1,010.00	03/25	417-51243-204
Total MCMAHON ASSOCIATES INC:		1,717.50		
MENARDS - APPLETON EAST				
72247	EXTENSION CORDS	53.88	03/25	101-51960-215
72247	MEASURING WHEEL	64.97	03/25	101-53300-218
72247	MAILBOX REPAIR	36.43	03/25	101-53350-218
72317	JAYCEE TOT LOT ROOF REPAIR - SUPPLIES	48.93	03/25	101-55200-242
72384	JAYCEE TOT LOT ROOF REPAIR - SUPPLIES	73.11	03/25	101-55200-242
Total MENARDS - APPLETON EAST:		277.32		
MONROE TRUCK EQUIPMENT INC				
5506605	#41 TAILGATE LOCK CYLINDER	528.13	03/25	101-53330-225
Total MONROE TRUCK EQUIPMENT INC:		528.13		
NASSCO INC				
6534709	TRASH LINERS, TOWEL, HAND SOAP	475.75	03/25	206-55110-244
6534709	TRASH LINERS, TOWEL, HAND SOAP	328.61	03/25	101-51650-244
6534709	TRASH LINERS, TOWEL, HAND SOAP	156.25	03/25	207-52120-244
6534709	TRASH LINERS, TOWEL, HAND SOAP	52.05	03/25	101-52250-244
6535186	TOWEL, BATH & FACIAL TISSUE	258.31	03/25	206-55110-244
6535186	TOWEL, BATH & FACIAL TISSUE	178.42	03/25	101-51650-244
6535186	TOWEL, BATH & FACIAL TISSUE	84.84	03/25	207-52120-244
6535186	TOWEL, BATH & FACIAL TISSUE	28.25	03/25	101-52250-244
Total NASSCO INC:		1,562.48		
NFPA				
1266230M	MEMBERSHIP - MARASCH, MARTY	225.00	03/25	101-52200-208

Invoice	Description	Total Cost	Period	GL Account
Total NFPA:		225.00		
NOW YOGA AND WELLNESS LLC				
32625	YOGA CLASS 3/17	70.00	03/25	208-52900-204
Total NOW YOGA AND WELLNESS LLC:		70.00		
O'REILLY AUTOMOTIVE INC				
2043-495689	TOWEL & CARWASH	29.98	03/25	207-52120-247
2043-496316	#9 FUEL & OIL FILTER	15.96	03/25	101-53330-225
2043-496419	SHOP FLOOR CLEANER & SOCKET SET	59.98	03/25	101-53330-218
2043-496564	SOCKET SET - RETURNED	24.99	03/25	101-53330-218
Total O'REILLY AUTOMOTIVE INC:		80.93		
OTIS ELEVATOR				
CVA15586001	REPAIR CAR DOOR	575.00	03/25	207-52120-245
Total OTIS ELEVATOR:		575.00		
PLESHEK OUTDOOR POWER				
85552	CHAIN SHARPENING & TUNE UP KIT	82.99	03/25	101-55440-218
Total PLESHEK OUTDOOR POWER:		82.99		
PRIMADATA LLC				
APRIL 2025	POSTCARD POSTAGE	325.00	04/25	201-53620-226
APRIL 2025	POSTCARD POSTAGE	325.00	04/25	610-53613-226
APRIL 2025	POSTCARD POSTAGE	325.00	04/25	620-53904-226
APRIL 2025	POSTCARD POSTAGE	325.00	04/25	630-53443-226
Total PRIMADATA LLC:		1,300.00		
PSYCHOLOGIE CLINIQUE S.C.				
STMT032125	PSYCHOLOGICAL EVALUATION - BURGESS	650.00	03/25	207-52120-225
Total PSYCHOLOGIE CLINIQUE S.C.:		650.00		
PUBLIC ADMINISTRATION ASSOCIATES				
C2325	DPW DIRECTOR HIRE SEARCH	2,768.92	03/25	101-53300-204
C2325	DPW DIRECTOR HIRE SEARCH	669.90	03/25	610-53614-204
C2325	DPW DIRECTOR HIRE SEARCH	133.98	03/25	620-53924-204
C2325	DPW DIRECTOR HIRE SEARCH	893.20	03/25	630-53444-204
Total PUBLIC ADMINISTRATION ASSOCIATES:		4,466.00		
RECTITUDE TRAINING LLC				
1207	FIGHT TO-FOR-OVER THE GUN - SERRES	250.00	03/25	207-52120-201
Total RECTITUDE TRAINING LLC:		250.00		
REINDERS INC				
606172500	2025 TORRO GROUNDSMASTER	119,443.46	03/25	403-57620-303
Total REINDERS INC:		119,443.46		



Invoice	Description	Total Cost	Period	GL Account
RELIANT FIRE APPARATUS INC				
W11403	GUAGE PUMP DISCHARGE	224.02	03/25	101-52200-205
Total RELIANT FIRE APPARATUS INC:		224.02		
RENT-A-FLASH OF WISCONSIN INC				
94622	ROAD SIGN	23.15	03/25	101-53300-218
Total RENT-A-FLASH OF WISCONSIN INC:		23.15		
SHERWIN INDUSTRIES INC				
SS106005	CRACK SEALER	3,750.00	03/25	101-53330-218
Total SHERWIN INDUSTRIES INC:		3,750.00		
SMITH, MICHELLE				
11116956	MEMORI MEMORIAL BENCH REFUND - PRICE DIFFERENCE	70.00	03/25	101-38301
Total SMITH, MICHELLE:		70.00		
SPEEDY CLEAN DRAIN & SEWER				
86294	PUMPED THE GREASE TRAP LIB/CC	195.00	03/25	206-55110-243
Total SPEEDY CLEAN DRAIN & SEWER:		195.00		
STAPLES ADVANTAGE				
6026791247	CALCULATOR	2.64	03/25	101-53100-206
6026791247	COPY PAPER, LEGAL PADS, SHARPIES	127.69	03/25	101-51650-206
6026791248	CARBON PAPER	38.65	03/25	101-52200-206
Total STAPLES ADVANTAGE:		168.98		
STONERIDGE LITTLE CHUTE LLC #384				
22056951649	FOOD	181.28	03/25	101-52200-211
23028839473	FOOD	224.06	03/25	101-52200-211
23030601014	WATER FOR SENIOR PROGRAM	15.96	03/25	101-55300-218
24001821651	FOOD	47.15	03/25	101-52200-211
24002851604	FOOD	66.26	03/25	101-52200-211
Total STONERIDGE LITTLE CHUTE LLC #384:		534.71		
TEAM SPORTING GOODS				
AAG032342-AS03	RECONDITIONED HELMETS	2,764.42	03/25	101-55460-225
Total TEAM SPORTING GOODS:		2,764.42		
TJ'Z TOWING LLC				
STMT032125	TOW VEHICLE	160.00	03/25	207-52120-218
Total TJ'Z TOWING LLC:		160.00		
TOYS FOR TRUCKS				
923731	STROBE LIGHTS BAR, TOOLBOX, ETC	4,425.06	03/25	620-53644-301
Total TOYS FOR TRUCKS:		4,425.06		

Invoice	Description	Total Cost	Period	GL Account
VALLEY LIQUOR				
177583	BEVERAGES AND SUPPLIES	188.94	03/25	101-52200-211
Total VALLEY LIQUOR:		188.94		
VANDENHEUVEL, NICOLE				
54848	REFUND RENTAL FEE - CANCELLED	150.00	03/25	101-34401
54848	REFUND SECURITY DEPOSIT	150.00	03/25	101-21235
Total VANDENHEUVEL, NICOLE:		300.00		
VILLAGE OF COMBINED LOCKS				
APRIL 2025	PROPERTY STORAGE AREA LEASE	814.39	04/25	207-52120-204
Total VILLAGE OF COMBINED LOCKS:		814.39		
VILLAGE OF LITTLE CHUTE				
MARCH 2025	SAFETY CENTER	326.85	03/25	207-52120-249
MARCH 2025	SAFETY CENTER	81.71	03/25	101-52250-249
MARCH 2025	VILLAGE HALL	172.18	03/25	101-51650-249
MARCH 2025	CIVIC CENTER	355.80	03/25	206-55110-249
MARCH 2025	DOYLE PARK DPI RESTROOMS	892.59	03/25	101-55200-249
MARCH 2025	HERITAGE PARK	2.48	03/25	101-55200-249
MARCH 2025	LEGION PARK RESTROOMS	393.45	03/25	101-55200-249
MARCH 2025	VAN LEISHOUT PARK	621.76	03/25	101-55200-249
MARCH 2025	1509 E LINCOLN - ICE RINK	79.81	03/25	101-55200-249
MARCH 2025	HEESAKKER PARK - BUBBLER	26.66	03/25	101-55200-249
MARCH 2025	HEESAKKER PARK RESTROOMS	444.11	03/25	101-55200-249
MARCH 2025	HIETPAS ST - JAYCEE TOT LOT	.83	03/25	101-55200-249
MARCH 2025	900 HARVEST TRIAL - CREEKVIEW TOT LOT	58.58	03/25	101-55200-249
MARCH 2025	W GREENFIELD DR - VAN ZEELAND TOT LOT	3.30	03/25	101-55200-249
MARCH 2025	DOYLE PARK POOL/RESTROOMS	170.36	03/25	101-55200-249
MARCH 2025	DOYLE PARK POOL/RESTROOMS	170.37	03/25	204-55420-249
MARCH 2025	DOYLE PARK POOL	137.98	03/25	204-55420-249
MARCH 2025	PUMP STATION JEFFERSON ST	37.75	03/25	620-53624-249
MARCH 2025	DOYLE PARK WELL #1	15.13	03/25	620-53624-249
MARCH 2025	#3 WELL WASHINGTON ST	12.38	03/25	620-53624-249
MARCH 2025	715 DEPOT ST	42.08	03/25	418-57800-204
MARCH 2025	719 DEPOT ST	8.25	03/25	418-51225-249
MARCH 2025	723 DEPOT ST	8.25	03/25	418-51225-249
MARCH 2025	625 E EVERGREEN DR	156.94	03/25	620-53624-249
MARCH 2025	1200 STEPHEN ST - WATER TOWER	29.70	03/25	620-53624-249
MARCH 2025	1401 E ELM DR VILLAGE GARAGE	879.71	03/25	101-53310-249
MARCH 2025	721 W ELM - REC CENTER	25.07	03/25	208-52900-249
MARCH 2025	MISC PARKING LOTS OWNED BY VLC	202.95	03/25	101-53300-248
MARCH 2025	3609 FREEDOM RD-WATER/SEWER	18.15	03/25	630-53441-249
Total VILLAGE OF LITTLE CHUTE:		5,375.18		
VON BRIESEN & ROPER S.C.				
487080	GENERAL LABOR	1,058.50	03/25	101-51110-262
Total VON BRIESEN & ROPER S.C.:		1,058.50		
WISCONSIN SUPREME COURT				
680-0000001593	CONTINUING JUDICIAL EDUCATION 5/1/25 - 4/30/2	800.00	04/25	101-51680-201

Invoice	Description	Total Cost	Period	GL Account
Total WISCONSIN SUPREME COURT:		800.00		
WPRA				
9407	JOB POSTING ACCOUNCEMENTS	108.33	03/25	101-55200-218
9407	JOB POSTING ACCOUNCEMENTS	108.34	03/25	101-55300-218
9407	JOB POSTING ACCOUNCEMENTS	108.33	03/25	101-55440-218
Total WPRA:		325.00		
YANG, CHIBA				
54937	REFUND SECURITY DEPOSIT	250.00	03/25	208-21235
54937	FORFEIT - FAILURE TO CLEAN PROPERTY	50.00-	03/25	208-34401
Total YANG, CHIBA:		200.00		
Grand Totals:		183,043.73		

## Report GL Period Summary

Vendor number hash: 294921  
Vendor number hash - split: 439402  
Total number of invoices: 95  
Total number of transactions: 154

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	183,043.73	183,043.73
Grand Totals:	183,043.73	183,043.73

## Report Criteria:

Invoice Detail.Voided = {=} FALSE

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
AMERICAN FIDELITY ASSURANCE (4885)							
2570480	Invoi	FLEX	2,291.99	Open	Non	03/25	101-21368
Total AMERICAN FIDELITY ASSURANCE (4885):			2,291.99				
AT & T (5080)							
287294953059X030	Invoi	JAN/FEB SERVICES	238.45	Open	Non	03/25	101-52200-203
Total AT & T (5080):			238.45				
AT&T LONG DISTANCE (2751)							
8456268570225	Invoi	JAN/FEB CHARGES	1.92	Open	Non	02/25	101-51650-203
8456268570225	Invoi	JAN/FEB CHARGES	4.86	Open	Non	02/25	206-55110-203
8456268570225	Invoi	JAN/FEB CHARGES	4.23	Open	Non	02/25	207-52120-203
8456268570225	Invoi	JAN/FEB CHARGES	2.41	Open	Non	02/25	620-53924-203
Total AT&T LONG DISTANCE (2751):			13.42				
CHARTER COMMUNICATIONS (89)							
152871801030125	Invoi	MARCH/APRIL SERVICES	265.60	Open	Non	03/25	101-51650-203
Total CHARTER COMMUNICATIONS (89):			265.60				
GORDON FLESCH COMPANY INC (4989)							
15069200	Invoi	GFC LEASING CANON	87.67	Open	Non	03/25	206-55110-225
Total GORDON FLESCH COMPANY INC (4989):			87.67				
GYFH LLC (5091)							
12F1802	Invoi	'24 FORD F250 - VIN 0401	58,571.50	Open	Non	03/25	202-51960-301
Total GYFH LLC (5091):			58,571.50				
KWIK TRIP INC (2365)							
2867680225	Invoi	FUEL	3,628.21	Open	Non	03/25	207-52120-247
3678340225	Invoi	FEB FUEL FOR LCFD	28.51	Open	Non	03/25	101-52200-218
Total KWIK TRIP INC (2365):			3,656.72				
MARCO INC (3910)							
38670980	Invoi	COPIER @ MSB BUILDING	58.62	Open	Non	02/25	101-53310-207
38670980	Invoi	1ST FLOOR COPIER @ VH	110.27	Open	Non	02/25	101-51650-207
38670980	Invoi	2ND FLOOR COPIER @ VH	90.26	Open	Non	02/25	101-51650-207
38670980	Invoi	3RD FLOOR COPIER @ VH	53.76	Open	Non	02/25	101-51650-207
Total MARCO INC (3910):			312.91				
US POSTMASTER (264)							
31225 SPRING DP	Invoi	2025 DPW SPRING NEWSLETTER	317.33	Open	Non	03/25	101-53300-226
31225 SPRING DP	Invoi	2025 DPW SPRING NEWSLETTER	68.07	Open	Non	03/25	101-53460-226
31225 SPRING DP	Invoi	2025 DPW SPRING NEWSLETTER	204.07	Open	Non	03/25	101-53650-226
31225 SPRING DP	Invoi	2025 DPW SPRING NEWSLETTER	113.41	Open	Non	03/25	201-53620-226
31225 SPRING DP	Invoi	2025 DPW SPRING NEWSLETTER	68.07	Open	Non	03/25	610-53614-226
31225 SPRING DP	Invoi	2025 DPW SPRING NEWSLETTER	476.07	Open	Non	03/25	620-53924-226
31225 SPRING DP	Invoi	2025 DPW SPRING NEWSLETTER	249.10	Open	Non	03/25	630-53444-226

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
Total US POSTMASTER (264):			1,496.12				
Grand Totals:			66,934.38				

Report GL Period Summary

Vendor number hash:	31789
Vendor number hash - split:	53356
Total number of invoices:	10
Total number of transactions:	22

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	66,934.38	66,934.38
Grand Totals:	66,934.38	66,934.38

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
CHARTER COMMUNICATIONS (89)							
16087020825	Invoi	FEB/MAR SERVICE	20.23	Open	Non	03/25	101-51650-203
16087030825	Invoi	MAR/APR SERVICE	104.98	Open	Non	03/25	101-51650-203
566380325	Invoi	MAR/APR SERVICE	14.05	Open	Non	03/25	101-52200-204
Total CHARTER COMMUNICATIONS (89):			98.80				
EHLERS INVESTMENT PARTNERS LLC (1425)							
94943	Invoi	SERIES 2016B - AGENT FEE	400.00	Open	Non	03/25	630-53444-229
94944	Invoi	SERIES 2016A - AGENT FEE	400.00	Open	Non	03/25	620-53924-229
Total EHLERS INVESTMENT PARTNERS LLC (1425):			800.00				
KAUKAUNA UTILITIES (234)							
MARCH 2025	Invoi	SAFETY CENTER	723.94	Open	Non	03/25	207-52120-249
MARCH 2025	Invoi	SAFETY CENTER	482.63	Open	Non	03/25	101-52250-249
MARCH 2025	Invoi	VILLAGE HALL PLAZA	16.48	Open	Non	03/25	101-51650-249
MARCH 2025	Invoi	VILLAGE HALL	1,490.22	Open	Non	03/25	101-51650-249
MARCH 2025	Invoi	CIVIC CENTER	821.54	Open	Non	03/25	206-55110-249
MARCH 2025	Invoi	MUNICIPAL POOL	52.77	Open	Non	03/25	204-55420-249
MARCH 2025	Invoi	BALLFIELD DPI/SHED LIGHTS	140.44	Open	Non	03/25	101-55200-249
MARCH 2025	Invoi	DOYLE PARK STAGE	49.52	Open	Non	03/25	101-55200-249
MARCH 2025	Invoi	DOYLE PARK BALLFIELD DP2 LIGHT	58.31	Open	Non	03/25	101-55200-249
MARCH 2025	Invoi	HEESAKKER PARK TRAIL	30.47	Open	Non	03/25	101-55200-249
MARCH 2025	Invoi	HERITAGE PARK	23.36	Open	Non	03/25	101-55200-249
MARCH 2025	Invoi	LEGION PARK RESTROOMS	310.00	Open	Non	03/25	101-55200-249
MARCH 2025	Invoi	VAN LIESHOUT PARK	234.60	Open	Non	03/25	101-55200-249
MARCH 2025	Invoi	VAN LIESHOUT BALLFIELD	177.38	Open	Non	03/25	101-55200-249
MARCH 2025	Invoi	VAN LIESHOUT PK SECURITY LT	59.03	Open	Non	03/25	101-55200-249
MARCH 2025	Invoi	LINCOLN AVE E HEESAKKER PARK	404.74	Open	Non	03/25	101-55200-249
MARCH 2025	Invoi	PUMP STATION JEFFERSON ST	1,048.60	Open	Non	03/25	620-53624-249
MARCH 2025	Invoi	#4 WELL EVERGREEN DRIVE	5,597.05	Open	Non	03/25	620-53624-249
MARCH 2025	Invoi	#3 WELL WASHINGTON ST	2,530.15	Open	Non	03/25	620-53624-249
MARCH 2025	Invoi	STEPHEN ST TOWER/LIGHTING	104.32	Open	Non	03/25	620-53624-249
MARCH 2025	Invoi	CANAL BRIDGE - NORTHSIDE	16.79	Open	Non	03/25	101-53300-249
MARCH 2025	Invoi	CANAL BRIDGE SOUTHSIDE	43.50	Open	Non	03/25	101-53300-249
MARCH 2025	Invoi	SIGNALS/GRAND & MAIN	42.74	Open	Non	03/25	101-53300-249
MARCH 2025	Invoi	COMMUNITY BRIDGE LIGHTING	178.10	Open	Non	03/25	101-53300-249
MARCH 2025	Invoi	SIGNALS/MAIN & MADISON	50.50	Open	Non	03/25	101-53300-249
MARCH 2025	Invoi	CROSSING/MAIN & MONROE	16.48	Open	Non	03/25	101-53300-249
MARCH 2025	Invoi	STREET LIGHTING	8,899.84	Open	Non	03/25	101-53300-249
MARCH 2025	Invoi	SIGNALS/NORTH & BUCHANAN ACCT 260080-00	29.94	Open	Non	03/25	101-53300-249
MARCH 2025	Invoi	PATRIOT DR FLAG POLE ACCT 261328-00	25.81	Open	Non	03/25	101-53300-249
MARCH 2025	Invoi	SIGNALS/NE CORNER N & ELM ACCT 262812-00	77.79	Open	Non	03/25	101-53300-249
MARCH 2025	Invoi	STEPHEN ST SIGN ACCT 282181-00	16.48	Open	Non	03/25	101-53300-249
MARCH 2025	Invoi	1401 E ELM DR / NEW BUILDING ACCT 283413-00	1,130.10	Open	Non	03/25	101-53310-249
MARCH 2025	Invoi	721 W ELM-REC CENTER	157.82	Open	Non	03/25	208-52900-249
MARCH 2025	Invoi	723 DEPOT ST	13.40	Open	Non	03/25	418-51225-249
MARCH 2025	Invoi	513 GRAND AVE	26.50	Open	Non	03/25	418-51224-249
MARCH 2025	Invoi	DOYLE PARK WELL	3,660.04	Open	Non	03/25	620-53624-249
MARCH 2025	Invoi	1800 STEPHEN ST STORM	378.04	Open	Non	03/25	630-53441-249
Total KAUKAUNA UTILITIES (234):			29,119.42				
Grand Totals:			30,018.22				

Vendor number hash: 3351  
Vendor number hash - split: 11775  
Total number of invoices: 6  
Total number of transactions: 42

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	30,018.22	30,018.22
Grand Totals:	30,018.22	30,018.22

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
CELLCOM (4683)							
487666	Invoi	ENGINEERING	146.55	Open	Non	03/25	101-51415-203
487666	Invoi	DPW	170.71	Open	Non	03/25	101-53310-203
487666	Invoi	PARKS	141.68	Open	Non	03/25	101-55200-203
487666	Invoi	REC	71.76	Open	Non	03/25	101-55300-203
487666	Invoi	FACILITIES	28.49	Open	Non	03/25	101-51650-203
487666	Invoi	INSPECTOR PHONE CHARGES	28.49	Open	Non	03/25	101-52050-203
487666	Invoi	COMMUNITY DEVELOPER PHONE CHARGES	25.47	Open	Non	03/25	101-51530-203
487666	Invoi	ADMINISTRATION PHONE CHARGES	28.49	Open	Non	03/25	101-51400-203
487666	Invoi	STORM I-PADS	23.59	Open	Non	03/25	630-53442-218
487666	Invoi	STREETS I-PADS	47.18	Open	Non	03/25	101-53300-218
487666	Invoi	VEHICLE MAINTENANCE I-PADS	23.59	Open	Non	03/25	101-53330-218
487666	Invoi	SANITARY SEWER I-PAD	23.59	Open	Non	03/25	610-53612-218
Total CELLCOM (4683):			759.59				
Grand Totals:			759.59				

Report GL Period Summary

Vendor number hash:	4683
Vendor number hash - split:	56196
Total number of invoices:	1
Total number of transactions:	12

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	759.59	759.59
Grand Totals:	759.59	759.59



## **MINUTES OF THE REGULAR BOARD MEETING OF MARCH 19, 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  
Joe Harlow, Trustee  
David Peterson, Trustee  
Don Van Deurzen, Trustee  
Larry Van Lankvelt, Trustee  
Brian Van Lankveldt, 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  
Lisa Remiker-DeWall, Finance Director  
Fire Chief Nechodom  
Kent Taylor, Director of Public Works  
Fox Valley Metro Police Chief Meister  
Megan Kloeckner, Library Director  
EXCUSED: Laurie Decker, Village Clerk  
Tyler Claringbole, Village Attorney

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

None

### **Consent Agenda**

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

1. Disbursement List
2. Approval of the Minutes of March 5, 2025
3. Pints on the Plaza Special Event Permit
4. Hydration Stations

*Moved by Trustee L. Van Lankvelt, second by Trustee Harlow to approve the consent agenda with item 3 removed.*

Ayes 6, Nays 0 – Motion Carried

### **Approve – Special Event Permit for Pints on the Plaza**

*Moved by Trustee B. Van Lankveldt, second by Trustee L. Van Lankvelt, to approve the Pints on the Plaza Permit.*

Ayes 6, Nays 0, Motion Carried

### **Public Hearing—Municipal Code Ordinance Amendment for Park Regulations and Motor Vehicle Traffic**

*Moved by Trustee B. Van Lankveldt, seconded by Trustee L. Van Lankveldt to enter Public Hearing.*

Ayes 6, Nays 0, Motion Carried

Public hearing for support or objection in the amendment of Municipal code ordinance, sections 32-1.9 park regulations and motor vehicles and traffic 26 -166 E 8. The purpose is to update the village ordinance to allow E bikes and toy vehicles within the village of Little Chute, parks, public roadways and sidewalks. Director McDonald provided an overview of the changes.

Karlyn Saffran, 304 Garfield Court, spoke in support of ebikes but would like to see speed limits for safety.

Ken Saffran, 304 Garfield Court, noted unsafe activity on the trails.

Administrator Bernhoft clarified that the ordinance would put a speed limit of 15mph. If approved signage would go up throughout our park systems, where applicable in the downtown, posted on our village webpage to educate the public. Chief Meister stated this would be a tool to site people being unsafe on the trails.

*Moved by Trustee B. Van Lankveldt, seconded by Trustee L. Van Lankvelt to exit public hearing.*

Ayes 6, Nays 0, Motion Carried

### **Proclamation—National Library Week**

*Moved by Trustee B. Van Lankveldt, seconded by L. Van Lankvelt to approve the proclamation for National Library Week.*

Ayes 6, Nays 0, Motion Carried

### **Adopt Ordinance No. 1, Series 2025, Amending Chapter 32 and 26 for E-Bikes.**

*Moved by Trustee Harlow seconded by Van Deurzen to adopt Ordinance No 1, series 2025 as presented.*

Ayes 6, Nays 0 – Motion Carried

### **Discussion/Action— Sewer Ordinance Fees**

Administrator Bernhoft discussed the history of Sewer Ordinance Fees, our current \$50 fee is consistent with neighboring communities and would recommend it stay in place. Utility Commission Chair Kevin Coffey was present and agreed with keeping fees as they are.

### **No Action Taken**

### **Action – Set Public Hearing Date of April 2, 2025, for Sewer Ordinance Amendments**

*Moved by Trustee B. Van Lankveldt, seconded by Trustee Harlow to set public hearing on April 2, 2025*

Ayes 6, Nays 0 – Motion Carried

### **Discussion/Action – Miami Circle and Arthur Street 2026 Reconstruction-Proposed Typical Sections**

Matthew Woicek, Assistant Public Works Director presented the proposed roadway typical sections for our 2026 reconstruction projects on Miami Circle and Arthur St and answered questions on the topic. It was noted that bidding cannot take place until approved in the 2026 Budget.

### **No Action taken**

### **Discussion/Action—MS4 Report**

Director Taylor presented the annual MS4 Report to the board, two changes will be made to the final report before submitting.

### **Action—Adopt Resolution No. 1, Series 2025 for the MS4 Report**

*Moved by Trustee Harlow, seconded by Trustee B. Van Lankveldt to approve the MS4 Report with changes noted.*

Ayes 6, Nays 0 – Motion Carried

**Appointments—Trustee Brian Van Lankveldt (Design Review Board), Dan Clearwater (Design Review Board) and Ken Verstegen (Board of Review)**

*Moved by Trustee Harlow, seconded by Trustee Van Deurzen to approve appointments*

Ayes 6, Nays 0 – Motion Carried

**Discussion/Action— Adopt Resolution No. 2 for the Outagamie County Hazard Mitigation Plan**

Administrator Bernhoft provided an overview, Outagamie County Emergency Management has been working hard to have the municipalities all adopt the county's Hazard mitigation plan.

*Moved by Trustee B. Van Lankveldt, seconded by Trustee L. Van Lankvelt to adopt Resolution No. 02, Outagamie County Hazard Mitigation Plan.*

Ayes 6, Nays 0 – Motion Carried

**Discussion/Action – 2024 Budget Amendments, 2024-2025 Budget Carryover and Fund Balance Designation approvals for 2024 Annual Comprehensive Financial Report**

*Moved by Trustee B. Van Lankveldt, seconded by Trustee Harlow to approve as presented.*

**Roll Call Vote**

Mike Vanden Berg	Aye
Larry Van Lankvelt	Aye
Don Van Deurzen	Aye
Brian Van Lankveldt	Aye
Joe Harlow	Aye
David Peterson	Aye

Ayes 6, Nays 0 – Motion Carried

**Discussion/Action—Heesakker Park Pavillion RFP Selection**

Director McDonald provided information on proposals received and process used to score them. Staff is recommending at this time that Graef be selected as a consultant to move forward with the concept refinement as we feel they are best fit for this project with the village.

*Moved by Trustee Harlow, seconded by Trustee B. Van Lankveldt to award Graef the bid for conceptual planning phase of the Heesakker shelter project in the amount of \$27,300.*

Ayes 4, Nays 2 (Peterson, Vanden Berg) – Motion Carried

**Discussion/Action—Facilities Holiday Rental Rates**

Director McDonald provided history and overview of rentals. Staff are recommending the Civic Center be open for Holidays Rentals at a holiday rate.

*Moved by Trustee Harlow, seconded by Trustee Van Deurzen to approve Holiday Rentals and fee structures as presented*

Ayes 5, Nays 1 (Peterson) – 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. *Discuss 2 Economic Development Items*

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

*Moved by Trustee B. Van Lankveldt, seconded by Trustee L. Van Lankvelt to enter closed session*

Ayes 6, Nays 0 – Motion Carried

### Return to Open Session

*Moved by Trustee Van Deurzen seconded by Trustee B. Van Lankveldt to exit close session*

Ayes 6, Nays 0 – Motion Carried

### Discussion/Possible Action—Adopt Resolution No. 3, Series 2025 Authorizing the Sale of Real Estate on Golden Gate Drive to Evantra, LLC.

*Moved by Trustee B. Van Lankveldt seconded by Trustee Peterson to Adopt Resolution No. 3, authorizing sale of real estate on Golden Gate Drive to Evantra, LLC.*

Ayes 6, Nays 0 – Motion Carried

### Discussion/Possible Action—Public Works Director Recruitment Selection

*Moved by Trustee Harlow seconded by Trustee B. Van Lankveldt to select PAA in amount of up to \$13,000.*

Ayes 6, Nays 0 – Motion Carried

### Adjournment

*Moved by Trustee Harlow seconded by Trustee Van Deurzen to Adjourn the Regular Board meeting at 7:30 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  
VILLAGE BOARD  
Notice of Public Hearing**

The Little Chute Village Board will conduct a public hearing at the Little Chute Village Hall on Wednesday, April 2<sup>nd</sup>, 2025, at 6:00 p.m. to hear comments from the public in support or objection to an amendment of Municipal Code Ordinance Chapter 34 *Public Utilities*.

The proposed ordinance shall be available for public inspection at the office of the Village Clerk during regular office hours prior to the scheduled date of the public hearing.

PURPOSE: To update Village ordinances, specifically in Chapter 34, as many state and federal requirements have changed since the prior update. The Village worked with Trilogy Consulting, LLC to compile necessary updates to our Ordinances.

Notice is further given that the said meeting is open to the public and that all persons wishing to be heard in support or objecting to the adoption of the proposed Ordinance amendments are requested to be present at this public hearing.

DATE OF HEARING: April 2<sup>nd</sup>, 2025  
TIME OF HEARING: 6:00 P.M.  
PLACE OF HEARING: Village Hall  
Board Room  
108 West Main Street  
Little Chute, WI 54140

If you have any questions, please contact Beau Bernhoft, Village Administrator at (920)423-3850.

Run: March 26, 2025

Any person wishing to attend who, because of a disability, requires special accommodations, should contact the Village Clerk, 108 W. Main St., Little Chute, (920) 788-7380, at least 48 hours prior to the meeting so that arrangements can be made.

## VILLAGE OF LITTLE CHUTE

### ORDINANCE NO. 2, SERIES OF 2025

#### 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~~Department of Ppublic Wworks shall notify, in writing, the owner, agent or occupant thereof to connect all facilities thereto required by the ~~health officer and/or building inspector~~Department of Ppublic Wworks. 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~~Department of Ppublic Wworks 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~~Department of Ppublic Wworks. If not so abated, the ~~health officer and/or building inspector~~Department of Ppublic Wworks 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 Public Works 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 Public Works 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 Public Works.
- (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 Public Works 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:~~

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

~~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<sup>-7</sup>.

*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 Association](#) [Water 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. HOVMSD 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 or~~ 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. 34-229163. 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 televise 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 televise a sewer lateral connected to a sewer main in the village, the property owner may grant consent to televise 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.~~
- ~~m.~~ The ~~village engineer~~ Department ~~department~~ of Public-public Works-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 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, ~~e~~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-~~189~~186. 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-~~190~~187. 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-~~191~~188. 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-~~192~~189. 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 CHARGES~~ DETERMINATION 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)~~ 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)~~ 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 televise 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 televise a sewer lateral connected to a sewer main in the village, the property owner may grant consent to televise 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<sub>v</sub> = Cost per 1,000 gallons~~

~~C<sub>b</sub> = Cost per pound of BOD~~

~~C<sub>s</sub> = Cost per pound of suspended solids~~

~~C<sub>A</sub> = Cost per pound of ammonia-nitrogen~~

~~C<sub>p</sub> = 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, 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 account~~Sufficiency 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<sub>v</sub> = Industrial cost recovery charge for 1,000 gallons of flow~~

~~R<sub>B</sub> = Industrial cost recovery charge per pound of BOD~~

~~R<sub>S</sub> = Industrial cost recovery charge per pound of suspended solids~~

~~R<sub>A</sub> = Industrial cost recovery charge per pound of ammonia-nitrogen~~

~~R<sub>P</sub> = 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.~~

- (i) ~~— 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.~~
- (ii) ~~— 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.~~
- (iii) ~~— 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-~~280~~276—34-306. Reserved.**

#### *DIVISION 7. BILLING PRACTICE*

**Sec. 34-307. ~~Calculation of user charges~~Billing 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-~~310~~308. 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-~~312~~309. Penalties.**

- (a) ~~Such u~~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-~~313~~310—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.

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**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 Public Works~~ 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: April 2, 2025

**VILLAGE OF LITTLE CHUTE**

By: \_\_\_\_\_

Michael R. Vanden Berg, President

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

Laurie Decker, Clerk



## **Interagency Agreement for Police School Liaison Program**

This Agreement is entered into by and between the Little Chute Area School District, (“District”) and Fox Valley Metro Police Department (“Department”), a department of the Village Of Little Chute (“Village”), as follows:

WHEREAS, the purpose of this Agreement is to establish a Police School Liaison Program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve, have a shared understanding of the goals of the Police School Liaison Program and establish a shared understanding of the role and responsibilities of each party in maintaining safe schools, maintaining a safe community and supporting educational opportunities for all students.

WHEREAS, the parties agree that an effective Police School Liaison Program defines the role of the Police School Liaison (PSL): within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement, and information sharing; Police School Liaison training requirements; program assessment; and program structure;

WHEREAS, the PSLs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, a collaboration between the Little Chute Area School District and the Department and respect for the important role each plays in local law enforcement must be the success of the mission of both institutions. When it is necessary for local law enforcement to be present on school property, they will conduct themselves according to accepted legal practices, recognizing the responsibility and authority of school officials to manage the school environment and work with school officials to minimize any impact their actions might have on that environment.

NOW THEREFORE, upon the mutual promises contained herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **Role of the PSL within the Context of the Educational Mission of the School**

1. The mission of the Police School Liaison program is to improve school safety and the educational climate at the school.
2. The PSL will perform his/her duties in accordance with the Department’s operating procedures.
3. The PSL shall be familiar with, offer input, and support plans and strategies for the prevention and control of dangerous situations in the school.
4. The PSL is responsible for addressing and processing incidents regarding criminal law, ordinance violations, and traffic violations, but is not responsible for enforcing school discipline or punishing students. The District Administrator or his/her designee shall

contact the PSL for any violations of the law, to the extent they are aware of the same violations, and the PSL shall determine whether law enforcement action is appropriate. The PSL may confer with the District Administrator or his/her designee regarding minor violations of law to determine if school sanctions are appropriate in order to serve the best interest of the student. This does not preclude the PSL from reminding students of school rules and referring school violations to the District Administrator or his/her designee, if appropriate.

5. The PSL shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate. The PSL serves as a resource and may collaborate with the school to present information to the student body to supplement information presented by the school. Examples include but are not limited to legal and illegal alcohol use, prescription and non-prescription drug use, substance abuse, school safety, and other relevant safety topics.
6. The PSL may maintain activity reports and submit summaries of these reports to building-level school administrators, district-level school administrators, and the relevant law enforcement agency. The focus of the summaries may include, for each PSL, the numbers and descriptions of all incidents or calls for service; names of school officials involved (referring teachers, principals, etc.); educational programming, participation in school activities, student searches, student questioning, tickets, citations, or summonses; filing of delinquency petitions, referrals to a probation officer; actual arrests, all use of seclusion or physical restraint as defined under Wis. Stat. §118.305, and other referrals to the juvenile justice system, and law enforcement.
7. Absent a real and immediate threat to student, teacher, or school safety, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, building-level school administrators shall have final authority in the school buildings, school programs, and activities.
8. Absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including disturbance/disruption of schools or public assembly; loitering; profanity; and fighting that does not involve physical injury or weapon, would normally be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, summon, or filing of delinquency petition).
9. The school administrator shall conduct his/her own investigation into whether the student violated school rules. This investigation may be conducted in conjunction with or separate from a PSL's investigation, but the school may not use the law enforcement records as the sole basis for disciplinary action.
10. The use of any department-issued body-worn camera by PSLs will conform with the law and Department policy, and the District will have access to review such policy. Body camera footage recorded on District property is considered a "law enforcement unit record" and will not be considered a pupil record maintained by the District unless such

records are obtained by the District pursuant to this Interagency Agreement or as otherwise authorized by Wisconsin law. Prior to the release of any video footage collected on district property, the school administration will be informed.

11. It is the intent of this agreement that PSLs will report and process all crimes originating on campus to the Police Department, as may be appropriate. Information on cases worked off-campus by either the Police Department or other agencies involving students of the District will be provided to the PSLs. In-school interviews will be arranged with the knowledge of administration. In the event, a criminal act may have been committed at school, at a school activity, or while using transportation services provided by the District, or has the potential to affect the school environment, or in the case of potential school disciplinary issues, the PSL or other law enforcement may question students at school within the following parameters:
  - The questioning shall occur in a time, place, and manner that is confidential and is least disruptive to the learning environment as practicable given the circumstances;
  - The PSL or other law enforcement officer after notifying the school administration, shall notify the student of the need for a meeting if the student is at school, except when otherwise agreed between the PSL and administration, where there is an emergency situation or law enforcement has a warrant or other court order;
  - A school administrator shall be offered the opportunity to be present during questioning unless otherwise agreed between the PSL and administration, unless prohibited by law or there is an emergency;
  - The PSL or school administrator or designee shall notify the parent/guardian of any questioning of students as soon as practicable and without delay after the questioning except where there are safety concerns to doing so or it is prohibited by law.
12. PSLs will communicate his/her actions with the District administration for law enforcement cases that occur outside the school environment.
13. PSLs may assist school administration in conducting searches at the request of school administration, as long as PSLs are assisting school officials in furtherance of the school's objectives in maintaining a safe and proper education environment as opposed to gathering evidence of a crime.
14. In the event a PSL assists school staff in the use of Physical Restraint or Seclusion as defined in Wis. State Stat. 118.305(1)(g) and (i), the PSL shall report such actions to the Principal or his designee in order to ensure compliance with Wis. State Stat. 118.305(4), and School Board Policy 447.1.

15. Students shall not be taken into custody at school, except where a student poses a real and immediate threat to student, teacher, or public safety or pursuant to a warrant.
  - School principals shall be consulted before a student is being taken into custody where practicable.
  - A juvenile's parent or guardian shall be notified of a child being taken into custody as soon as practicable.

### **Information Sharing**

16. The District designates the PSL a "school official" as provided in the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g, and 118.125(2)(d) of the Wisconsin Statutes. A PSL may be provided access to student records information maintained by the school district only as needed by the PSL to perform his or her duties as a PSL. A PSL may also be granted access to student records information in the event of an emergency situation threatening the health or safety of a student or other individual. The PSL may only re-disclose student records information consistent with FERPA and Wisconsin pupil records law.  
Some acceptable access includes student schedules, parent/guardian contact information, or student pictures. If there is a question, PSL should consult with the administration.
17. Records created and maintained by a PSL to ensure the safety and security of persons or property in the school, or district, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student records, even when such records may serve the dual purpose of enforcing school rules and are not subject to the same prohibitions of access or disclosure by the PSL. (This does not prohibit school personnel from complying with the notice and reporting requirements of seclusion or restraint of a student by the PSL as specified in 118.305(4) of the Wisconsin Statutes.)
18. District surveillance cameras are the property of the District. The PSL will not unilaterally access District surveillance cameras and may be granted access by District officials in accordance with FERPA and Wis. Stat. 118.125 for purposes of ensuring the health and safety of other individuals. If the PSL is granted access to surveillance video footage that falls under FERPA or Wis. Stat. 118.125, he or she may not re-disclose such information in accordance with the aforementioned statutes.
19. The District shall provide the PSL with access to a private office which shall contain a telephone that may be used for business purposes; a location for files and records that can be properly locked and secured; a desk with drawers, a chair, work table, filing cabinet, and office supplies; access to a computer; and other supplies and forms required in the performance of the PSL's duties. The District shall have access to the office. If the Department or PSL chooses to store department-provided or tactical equipment or supplies in the office, the PSL supervisor must notify the District Administrator, and the Department will be responsible for such equipment's security, care, and maintenance.

20. The PSL will not conduct a search of personal student devices without probable cause and exigent circumstances, a warrant or subpoena, or consent from the student or the student's parents. District officials are permitted to search personal student devices if the District official has reasonable suspicion that the search will turn up evidence that the student has violated or is violating the law or school rules and is reasonable in scope.

Absent probable cause and exigent circumstances, a warrant or subpoena, or consent from the student or student's parents, the PSL may not access or conduct a search of District-issued devices without directives from a District official, in accordance with Wis. Stat. 995.55. Restrictions on educational institution access to personal Internet accounts. The District may request or require a student to disclose access information to the District in order for the institution to gain access to or operate an electronic communications device supplied or paid for in whole or in part by the District or in order for the District to gain access to an account or service provided by the institution, obtained by virtue of the student's admission to the educational institution, or used for educational purposes.

### **Police School Liaison Training Requirements**

21. The PSL is encouraged to join the National Association of Police School Liaisons.
22. The PSL shall receive training as is necessary to permit the PSL to effectively advance the school's educational mission in the context of his or her duties as PSL. Training topics, goals, and objectives shall be determined jointly by representatives of the school and the law enforcement agency. Training topics to consider may include school mission, vision, and values; child and adolescent development; students with disabilities; cultural competency, positive behavioral supports, strategies, and interventions; federal and state anti-discrimination and special education laws; the provisions of Wisconsin law pertaining to the use of seclusion and restraint by school personnel; trauma-informed practices; de-escalation techniques; compulsory attendance; suicide prevention; and school mental health.

Training shall be provided by the District in relevant areas including:

- Non-violent crisis response training
  - Run Hide Fight/ALICE training
  - Seclusion and restraint training
  - Title IX training in accordance with district policy
  - Special Education Program Overview Including Disciplinary for Students with Special Needs
23. The Department will provide the necessary training to maintain the State certifications required to be a law enforcement officer in the State of Wisconsin. The Department will supply and maintain the necessary equipment needed to fill the role.

### **Program Assessment**

24. The Police School Liaison Program will be assessed annually, and the evaluation will be conducted jointly between the Department and the Little Chute Area School District. The following areas will be used to evaluate the program:
- a. The success of established goals and objectives by the District.
  - b. Police-citizen contacts (citations, arrests, community and school outreach activities, etc.).
  - c. Community feedback.
  - d. Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the principal.

### **Structure and Funding for the PSL**

25. The Village agrees to employ 1 full-time police officer to serve as PSL during the term of this Agreement, at Little Chute Area School District.
26. The Department may redeploy to officers designated as PSLs during the term of this Agreement for what it deems emergency situations. Under such circumstances, the District shall not be charged, under the provisions of this Agreement, for wages.
27. Consideration will be in accordance with the District calendar, and based off the agreed-upon hours the PSL is scheduled to be at the District, the District shall be responsible for cost-sharing of wage amounts provided to the PSL as follows:
- a. The District shall be responsible for an amount equal to the PSL's hourly wage, as set forth in the contract between the Department and the Union, multiplied by the number of hours worked by the PSL at the District or in the performance of the PSL's District-related duties.
  - b. The District shall be responsible for an amount equal to the PSL's overtime rate, as set forth in the contract between the Department and the Union, multiplied by the number of hours of overtime worked by the PSL at the District or in the performance of the PSL's District-related duties.
  - c. If the PSL performs services related to his or her PSL duties outside of the PSL's regularly scheduled 40 hours per week, these hours are considered overtime. Potential overtime hours may include but are not limited to, assignments related to before or after school activities, athletic events, and special functions such as prom or graduation. Overtime hours must be requested or authorized in advance by the District Administrator or Principal, or his or her designee.
  - d. The District is not responsible for the payment of leave time used by the PSL.
  - e. Within ten (10) business days of the end of each quarter (March 31, June 30, September 30, and December 31), the Village will invoice the District. The

invoice shall include documentation of the hours billed as provided by the Department. All invoices are payable within 30 days of issuance.

### **Employment of the PSL**

28. PSLs shall be employees of the Department and shall be subject to the administration, supervision, and control of the Department. At no time shall the PSLs be considered employees of the District.
29. PSLs shall be subject to all personnel policies and practices of the Department except as such policies or practices may be modified by the terms and conditions of this agreement.
30. The Department, in its sole discretion, shall have the power and authority to discharge and discipline the PSL.
31. The individual assigned to be the PSL for the District shall be in collaboration with the Department and the District. The District shall participate in the selection process when possible. Should the parties not agree on the PSL candidate, either party may terminate the Agreement.
32. The District Administrator may request the immediate removal and/or reassignment of an officer from the program.

### **Chain of Command**

33. As employees of the Department, PSLs will be subject to the chain of command within the Department.

In the performance of their duties, PSLs shall coordinate and communicate with the District Administrator or their designee.

34. PSLs shall be overseen by the school administrators of their respective schools. In the case of conflicts that may arise will be mediated by the District Administrator or his/her designee in coordination with the PSL supervisor, on issues regarding school policy and procedure. Feedback will be sought by the district as part of the PSL's evaluation.

### **Work Hours**

35. PSLs will be assigned to buildings and working hours to match.
36. The PSL shall be at their assigned school during normal school hours of operation, however, if the PSL is unable to be at the District or needs to leave the District, those times will be coordinated with the principal or his/her designee and the PSL supervisor. The PSL shall perform duties as directed by their supervisor when school is not in session.

38. In the event the PSL must be absent from the schools, the Department agrees to assign another officer to substitute for the absent PSL if requested by the District when the absence will be more than three days, unless the Department lacks the personnel needed to provide a substitute PSL.
39. It is understood and agreed that time spent by PSLs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as a PSL shall be considered as hours worked under this Agreement
40. In the event a PSL is absent from work, the PSL shall notify his or her supervisor in the Police Department and an administrator of the school district including building principals and the District Administrator.

### **Uniform**

41. PSLs will wear the Department uniforms, business casual, and formal with appropriate logos and name badges depending on the time of the school year, the type of activity or program, and the requests of the District and/or Department.
42. PSLs will wear Department-issued weapons in accordance with Department policy.

### **Duration and Termination**

43. This Agreement shall become effective immediately upon execution by signature and remain effective until July 31, 2026, whereupon it must be reviewed by all parties or their successors before being renewed.
44. Termination of the Agreement. This Agreement may be terminated by either Party upon thirty (30) days written notice that any Party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by either Party upon ninety (90) days written notice. Termination of this Agreement may only be accomplished as provided herein.

### **Insurance and Indemnification**

45. The Department shall purchase and maintain insurance to be in effect at all times throughout the term of this Agreement. The insurance required by this provision includes but is not limited to the following types of policies and shall be written for not less than the following limits, or greater if required by law. The Department must provide evidence of the following insurance coverage:
  - a. Worker's Compensation - Statutory coverage as provided by Wisconsin law.



- b. Comprehensive General Liability Coverage -
  - c. Bodily injury - \$1,000,000 each person, \$1,000,000 each accident, \$2,000,000 aggregate; and
  - d. Property damage - \$1,000,000 each accident, \$2,000,000 aggregate.
  - e. \$2,000,000 Umbrella Excess Limits Liability Insurance; policy must include coverage for sexual abuse and molestation.
  - f. All policies must be written with carriers who are licensed to write business in the State of Wisconsin. Carriers must maintain an AM Best Rating of A- or better.
  - g. Little Chute Area School District shall be included as additional insureds on insurance policies.
  - h. All policies required above shall include an endorsement that provides 30 days written notice of cancellation or material change from the insurance carrier.
  - i. Prior to commencing work under this Agreement, and then upon any change or renewal of any insurance coverage throughout the Agreement term, the Department shall provide the District with a certificate of insurance. Copies of required additional insurance must be included with the certificate of insurance.
46. The Department agrees to hold the District, its agents, and employees free, harmless, and indemnified from and against any and all claims, suits, or causes of actions arising from or in any way out of the performance of the duties of the PSL or the PSL Program.

### **Miscellaneous**

47. **Modification.** This document constitutes the full understanding of the Parties and no terms, conditions, understandings, or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the Parties.
48. **Non-Assignment.** This Agreement, and each covenant herein, shall not be capable of assignment unless the express written consent of the School Board and Village Board is obtained.
49. **Merger.** This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

50. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
51. Compliance of Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, rules, and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement.
52. Entire Agreement. This Agreement constitutes the complete understanding between the Department and District as to all matters addressed herein. This Agreement shall supersede all prior agreements, understandings, or practices concerning such matters.
53. Governing Law and Venue. This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Wisconsin without regard to the law of conflicts. Any claim, lawsuit, or proceeding filed in relation to this Agreement shall be venued exclusively in the Courts of Outagamie County, Wisconsin, and each Party waives any and all defenses related to forum non conveniens.
54. Waiver. Any failure of a Party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said Party thereafter to enforce each and every provision under this Agreement.

Signed on the \_\_\_\_ of \_\_\_\_\_, 2025

\_\_\_\_\_  
Heidi Schmidt, District Administrator  
Little Chute Area School District

\_\_\_\_\_  
By:  
Fox Valley Metro Police Department

\_\_\_\_\_  
By:  
Village of Little Chute



## Item For Consideration

**For Board Review On:** April 2, 2025

**Prepared On:** March 22, 2025

**Agenda Item Topic:** Facilities: Holiday Rentals & Rates

**Prepared By:** DPRF

**Report:** The Van Lieshout Rec Center has been rentable on any day of the year since it opened in January 2018 (*excluding when facilities were closed due to COVID mid-March 2020 to end of March 2021*).

Thanksgiving Day and Christmas Day were booked for private family events at the Van Lieshout Rec Center in 2018, 2019, 2021, 2022, 2023, and 2024. The department did block other day(s) before or after those holiday rentals as soon as the booking was done, as the crew would clean room before the holiday and then check the room on the first day back to work after the holiday.

In mid-December 2023, the booking of Civic Center facilities transitioned to the Parks, Recreation & Forestry Dept. from the Little Chute Library. The Civic Center has always been blocked off as “not rentable” on any village holidays.

After review from staff and Park Planning Committee, it is recommended to have the Civic Center open for holiday rentals. Village of Little Chute recognizes the following holidays: New Years, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving (Thurs/Fri), Christmas Eve, and Christmas Day. If Village Board approves, holiday rental rates would take effect immediately.

### Fiscal Impact:

Facility	Current Fee	Holiday Rental Fees	
		Resident	Non-Resident
Civic Center Indoor N1/N2 Room with Full Kitchen	\$150 per day plus \$250 Sec. Deposit	\$350 plus \$250 Sec. Deposit	\$450 plus \$250 Sec. Deposit
Civic Center Indoor S2/S3 Room with Kitchenette	\$150 per day plus \$250 Sec. Deposit	\$350 plus \$250 Sec. Deposit	\$450 plus \$250 Sec. Deposit
Van Lieshout Indoor Rec Center with kitchen	\$200 per day plus \$250 Sec. Deposit	\$400 plus \$250 Sec. Deposit	\$500 plus \$250 Sec. Deposit

**Recommendation/Board Action:** Staff are requesting that Village Board approve the Holiday Rental Fee structure as presented.

**Respectfully Submitted,**

John McDonald - Parks, Recreation, & Forestry



## Item For Consideration

**For Board Review On:** April 2, 2025  
**Agenda Item Topic:** RFP Heesakker Staircase

**Prepared On:** March 22, 2025  
**Prepared By:** DPRF

**Report:** The Village of Little Chute accepted proposals to provide design and engineering services for the systematic replacement and improvement of the existing staircase within Heesakker Park. The Village initially received two (2) bids from the following firms: raSmith and Vande Hey Company.

After review of proposals, Vande Hey Company respectfully withdrew their bid proposal as they see a better fit for submitting a bid for construction. Staff recommend that raSmith be approved as they appear to be a responsible and qualified bidder for this project.

The proposal is attached for your reference.

**Fiscal Impact:** The bid proposal received from raSmith is within the CIP budget allowance.

Consultant	
raSmith	\$ 20,830

This project falls under the trust and is set up as a reimbursement to the Village. Once the project is complete, the trust will reimburse the Village for expenses up to the allocated amount laid out in the CIP and agreement between the trust and Village of Little Chute.

**Recommendation/Board Action:** Staff recommend the Village Board select raSmith for the design and engineering phase of this project in the amount of \$20,830.

Respectfully Submitted,

John McDonald – Parks, Recreation, & Forestry Director

March 7, 2025



CREATIVITY BEYOND ENGINEERING

A photograph of a park with many trees and a wooden picnic table in the foreground. The image is overlaid with a semi-transparent blue filter.

# Design & Engineering Services: Village of Little Chute **Heesakker Park Staircase**

(920) 843-5729  
[rasmith.com](http://rasmith.com)

100 West Lawrence Street, Suite 412  
Appleton, WI 54911-5754

# Cover Letter

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March 7, 2025

Mr. John McDonald  
Director of Parks, Recreation, & Forestry  
Village of Little Chute  
108 W. Main Street  
Little Chute, WI 54140

**raSmith**

CREATIVITY BEYOND ENGINEERING

100 West Lawrence Street, Suite 412  
Appleton, WI 54911-5754  
(920) 843-5729

RE: Request for Proposal (RFP) | Village of Little Chute  
Engineering & Design Services for Heesakker Park Staircase

Dear Mr. McDonald:

raSmith is pleased to be considered for the Village of Little Chute Heesakker Park staircase project. Based on our review of the RFP and discussions with Village staff, we understand the scope of this project and its overall importance for the Village's parks and recreation. We are well-qualified to perform the required services and deliver exceptional results, offering the following strengths that set us apart:

## Extensive Experience

At raSmith, our municipal services division is exclusively dedicated to meeting the needs of local municipalities. With our industry knowledge and reputation as a trusted advisor, we take pride in providing the right expertise for every project. From park-related designs to public open spaces, we have successfully completed a variety of similar projects for municipalities throughout Wisconsin. raSmith is committed to delivering meticulously crafted designs that are tailored to secure the most beneficial and enduring outcomes for the communities we serve.

## Strong, Collaborative Team

Our project team offers the design expertise to meet the Village's needs. With over 10 years of civil engineering experience, I'll serve as the project manager and main contact for the Village. Tom Mortensen, PLA, ASLA, brings over 35 years of landscape architecture experience to bolster the design of this project. To round out our team, Dave Yurk, P.L.S., will provide site surveying to collect key data.

## Immediate Availability

We have the capacity to focus on the specific needs of your project right away. raSmith has a reputation of delivering projects on time while maintaining the highest quality standards for our clients. We are confident in our ability to provide unmatched engineering services for the Village of Little Chute, as shown in our proposal.

Thank you for your time and consideration. The raSmith team is excited about this opportunity to collaborate with the Village and ensure the success of this important project.

Sincerely,  
raSmith



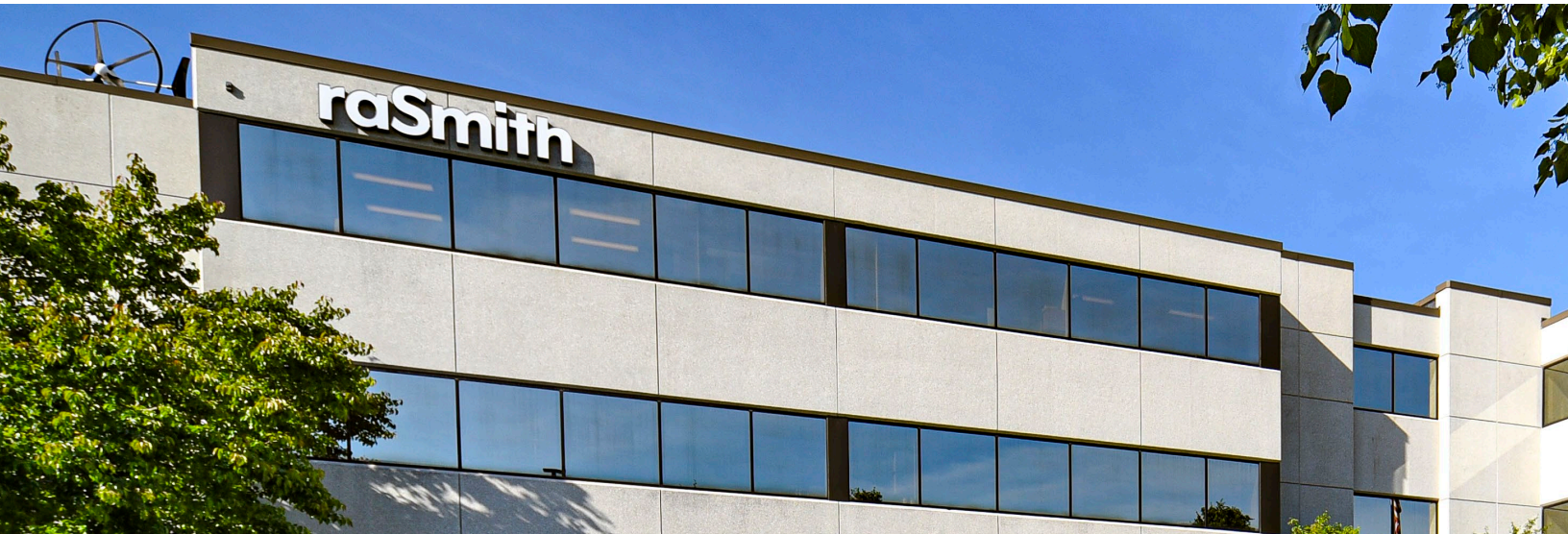
Mark Van Der Wegen, P.E.  
Project Manager  
(920) 843-5729  
[mark.vanderwegen@rasmith.com](mailto:mark.vanderwegen@rasmith.com)



# Firm Profile

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raSmith is a multi-disciplinary engineering consulting firm established in the city of Brookfield, Wisconsin, in 1978. raSmith was founded by Richard A. Smith, M.S., P.E., F.ASCE. Richard A. Smith Jr., P.E., (Ricky) is the second-generation owner and leads the firm as president. Our services include civil engineering, structural engineering, transportation and traffic, land surveying, geographic information systems (GIS), development management, landscape architecture, ecological services, construction services, LiDAR (3D laser scanning), and UAS (unmanned aircraft systems). We work on projects nationwide from our seven locations in Wisconsin, Illinois, and California. The firm employs a staff of 220.



## Our Services

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[Cold-Formed Steel Engineering](#)

[Construction Inspection/Management](#)

[Development Management](#)

[Ecological](#)

[GIS \(Geographic Information Systems\)](#)

[Grant Writing](#)

[Hydrographic Surveying](#)

[Land Surveying](#)

[Landscape Architecture](#)

[LiDAR \(3D Laser Scanning\)](#)

[Municipal Engineering](#)

[Site Design](#)

[Structural Engineering](#)

[Traffic Engineering](#)

[Transportation Engineering](#)

[UAS \(Unmanned Aircraft Systems\)](#)

[Water Resources](#)

[Water/Wastewater Engineering](#)

## Locations

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### Wisconsin:

Brookfield

Appleton

Cedarburg

Madison

Milwaukee

### Illinois:

Naperville

### California:

Irvine

# Key Personnel



## Mark Van Der Wegen, P.E.

Project Manager

Mark has more than 10 years of design experience in a variety of multiple discipline backgrounds. These include site design, roadway and utility design (for local and state agencies), stormwater management preparation for residential and commercial sites, and subdivisions. Mark's specialties include roadway and utility design, roadway and utility preventative maintenance programs and site grading plans. He has also been responsible for providing field and office support for various clients for construction projects.

### Project Experience

#### Site Design

- Carter Woods (Soccer Field) Parking Lot Reconstruction, Town of Grand Chute, WI\*
- Prairie Hill Park Playground, Outagamie County, Town of Grand Chute, WI\*
- Leach Amphitheater Parking Lot Reconstruction, City of Oshkosh, WI\*
- Southpoint Commerce Business Park Expansion, Calumet County, City of Appleton, WI
- 3001 Glendale Site Expansion, Outagamie County, City of Appleton, WI
- Viroqua, Fire Station, 925 Nelson Parkway, Vernon County, WI
- Department of Public Works Expansion, City of Ripon, WI
- Brine Tank Build Project, City of La Crosse, WI
- Booster Station #1 Parking Lot Paving Project, Town of Grand Chute, WI\*
- Structure Demolition, Outagamie County, Town of Grand Chute, WI\*
- Jennerjohn Parking Lot Reconstruction, Outagamie County, Village of Greenville, WI\*
- South Park Parking Lot Reconstruction, City of Oshkosh, WI\*
- Mary Jewell Park Pavillion and Lift Station Project, City of Oshkosh, WI\*
- Senior Center South Parking Lot Design, Winnebago County, City of Oshkosh, WI\*
- Georgia Pacific, Paper Converting Mill Plant Expansion, Palatka, FL\*

### Education

B.S. Civil Engineering, Michigan Technological University, 2013

### Professional Registration

Professional Engineer: Wisconsin  
(No. E-45856-6)

### Professional Affiliations

American Public Works Association  
(APWA) Leadership and Management  
Committee Member (Wisconsin Chapter)

American Society of Civil Engineers  
(ASCE) Member

Northeast Wisconsin Stormwater  
Consortium (NEWSWC) - Leadership  
Member At Large

### Presentations

Stormwater Quality Management  
Workshop (NEWSWC) - Dual Presenter  
September 2023

\*Project experience prior to working at raSmith



# Key Personnel



## Professional Registration

Professional Landscape Architect:  
State of Wisconsin, #69

## Professional Affiliations

American Society of Landscape Architects

Wisconsin Park and Recreation Association

Walker's Point Association Board Member  
and Business & Economic Development  
Committee Member

The Friends of the Mitchell Park Domes  
Board Member and Education Committee  
Member

## Presentations

"Decoding Site Design & Entitlements"  
AIA-Accredited Presentation,  
2020–Present

"Collaborative Design Techniques for  
Stormwater Management," Lecture &  
Half-Day Workshop, Greater New Orleans  
Foundation, April 2017

"Water, Site & Landscape—Lessons from  
Nature," Midwest Renewable Energy Fair,  
Amherst, 2016

"Nature Ignores Design that Ignores  
Nature," Multiple Presentation Sites,  
2014–2015

"Integrating Native Landscape and  
Stormwater," American Society of  
Landscape Architects, Wisconsin Chapter,  
March 2012

## Classes Taught

"Native Landscapes for Stormwater,"  
UWM School for Continuing Education,  
Water Technology Certification, April 2011–  
present

"Urban Streetscape Design Principles,"  
Marquette University, 2009

"Parking Lot Design," University of  
Wisconsin-Madison, 2007

## Tom Mortensen, PLA, ASLA

Site Planner / Senior Landscape Architect

Tom Mortensen has over 35 years of experience in site design, landscape architecture and related design and construction professions. Tom has expertise in site planning, park and public open space design, urban spaces, memorials / public plazas, retail developments, restoration plans, and integrated stormwater management / green infrastructure.

He has worked on design projects for USDA Forest Service, National Park Service, Boy Scouts of America, Native American Tribes, and the U.S. Department of Veterans Affairs.

Tom has given presentations throughout the region at various conferences and events on topics pertaining to site design, master planning, rainfall integration / green infrastructure, water quality, and site development. Since 2011, he has been teaching a class at the UW-Milwaukee School of Continuing Education in the Water Technology Certification program on the topic of green infrastructure and using native landscape and site design for more resilient management of rainfall on sites.

## Parks & Recreation

- Hidden Lake Park and Trail, Brookfield, WI
- Appleton River Trail, Appleton, WI
- Ashland Lakeshore Superfund Site, Ashland, WI
- Avenues West Community Park and Playground, Marquette University, Milwaukee, WI
- Aztalan State Park Master Plan, WDNR
- Bayview Park Historic Bandshell Relocation, Ashland, WI
- Bayview Park Pier, Ashland, WI
- Bradford Beach All-Inclusive Access, Milwaukee, WI
- Brown County Fairgrounds Master Plan, De Pere, WI
- Camp Lake Park Master Plan, Salem, WI
- City of Franklin, Multiple City Parks
- Crystal Lake Scout Reservation, Rhinelander, WI
- DeKoven Park Master Plan, Racine, WI
- Gilbert Riverfront Trail, Menasha, WI
- Grafton Riverwalk, Grafton, WI
- Hartford Natural Park, Hartford, WI
- Imperial Neighborhood Park, Brookfield, WI
- Jones Park Master Plan, Appleton, WI
- Kohl Park Master Plan, Milwaukee County Parks, WI
- Korb Sports Complex, Cedarburg, WI
- Lakeshore State Park, Milwaukee, WI
- Lambeau Field Renovation/Preliminary Planning, Green Bay, WI
- Lemke Park, City of Mequon, WI
- Lilly Heights Park, Brookfield, WI
- Lubahn Park Master Plan, City of Jefferson, WI
- Lutz Park, Appleton, WI
- Mequon Nature Preserve, Mequon, WI
- Merrill River Trail Concept Plan, Merrill, WI

# Key Personnel

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## Dave Yurk, P.L.S.

Senior Project Manager

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Dave has 34 years of surveying experience encompassing all facets of surveying: WisDOT and County right-of-way plats, Certified Survey Maps, ALTA/NSPS surveys, and subdivision platting. He has also managed WisDOT construction projects and survey teams, overseeing the survey effort on large highway and bridge replacement projects. Dave has collaborated with multi-discipline groups to successfully complete an array of projects. Since 2013, he has served as the Shawano County surveyor. In this part-time role, Dave manages the County PLSS System, reviews all recordable maps, and is the County's land survey expert.

As a senior project manager at raSmith, Dave uses teamwork and his vast surveying knowledge to create solutions to enhance his client's success. This results in projects being successfully completed on time.

### Education

B.S. Professional Geography, University of Wisconsin-Oshkosh, 1987

### Professional Certification

Professional Land Surveyor: WI

### Professional Affiliations

Wisconsin Society of Land Surveyors  
Wisconsin County Surveyors Association

### Additional Affiliation

Major (Retired), United States Army Reserve

### Project Experience

Shawano County Surveyor, Shawano County, WI

#### Land Development

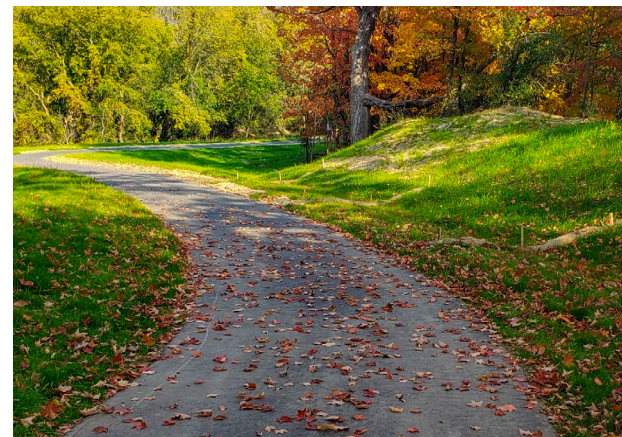
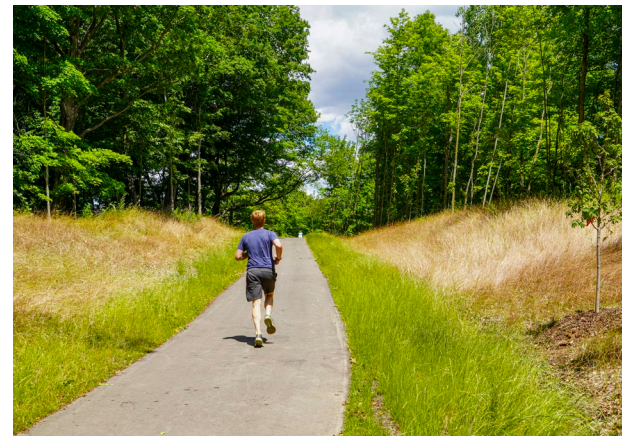
- Ripplebrook East, Village of Big Bend, Waukesha County, WI
- Nature Trail, City of Neenah, WI
- Eastgate Estates, City of Waupaca, WI
- East Sessions Street Assessor's Plat, City of Waupaca, WI
- Crestview, Village of Greenville, Outagamie County, WI

#### Construction Management & Staking

- I-43, Milwaukee River Bridges and Approaches, City of Milwaukee, WI
- US 12, Walworth County, WI
- I-794, City of Milwaukee, WI
- 6th Street Bridge, Root River, City of Racine, WI
- Drexel Avenue, City of Milwaukee, WI
- Donald J. Schneider Stadium, St. Norbert College, De Pere, WI
- Amazon Distribution Center, Village of Greenville, Outagamie County, WI



# Similar Projects



## Hidden Lake Greenway Trail

Brookfield, WI

The park and open space design team of landscape architects and engineers at raSmith completed the plans and design documents for Hidden Lake Trail and the City of Brookfield Department of Parks, Recreation & Forestry. The project was built during the 2019 construction season and included an extensive amount of earth moving, filling, and restoration along the south rim of a former quarry (now known as Hidden Lake) that extends the City's extensive Greenway Trail System, providing connectivity to the newly constructed Hidden Lake Park and offering panoramic viewsheds to the beautiful lake and surrounding landscape.

There is no public access to the lake, but the trail is located in an easement that was developed between the private landowner and the City of Brookfield. This trail segment was a long-time vision of Bill Kolstad (retired director of parks, recreation and forestry) and the City of Brookfield Parks and Recreation Commission.

In addition to the design of the trail, raSmith also provided survey and construction observation services during the implementation of this challenging and exciting trail project.

This project received a 2020 Park Design Award from the Wisconsin Park & Recreation Association and a 2021 Project of the Year Award from the Wisconsin Chapter of the American Public Works Association (APWA).

### Client

City of Brookfield

### Project Team

Tom Mortensen, PLA, ASLA  
Paul McIlheran, P.E., CPSWQ  
Andrew Stasiukevicius, P.E.

### Project & Design Fees

Design: \$80,000  
Total project cost: \$770,000

### Contact

John Kelliher  
Director of Parks, Recreation,  
& Forestry  
City of Brookfield  
(262) 796-6675  
[kelliher@ci.brookfield.wi.us](mailto:kelliher@ci.brookfield.wi.us)



# Similar Projects



## Reck South Ravine Stabilization

Somers, WI

Located on private property, the Reck South Ravine is approximately 370 feet long, beginning at the outlet of a drain tile and riprap channel across an agricultural field on the adjacent property. The ravine ends at its confluence with the School Tributary to the Pike River. Erosion was occurring in the ravine over the years and upstream on the agricultural land exacerbated erosion.

The Wisconsin Department of Natural Resources staff determined the ravine to be navigable waters of the state; the ravine does not support a fishery and provides insignificant recreational navigation opportunities. raSmith delineated a 0.04-acre (1,713 square feet) wetland in the upper portion of the ravine. The ravine drops 10.5 feet over 370 feet with a bottom width ranging from 4 to 20 feet and banks typically 3 to 6 feet high. Approximately 67 acres of agricultural land drain into the ravine.

The project was a regenerative stream conveyance (RSC) design consisting of a series of rock weirs and biofiltration-type pools above each weir. Streamflow infiltrates at each successive pool, and parabolic-shaped rock weirs manage high flows. Weirs are higher than the RSC pools, so water would temporarily pond before overtopping and flowing downstream. The RSC media bed has high hydraulic conductivity; provides infiltration, retention, and groundwater recharge; and filters out sediment and associated pollutants. The organic media bed supports plant, fungal, and microbial communities to transform and remove nutrients.

### Client

Root-Pike Watershed Initiative  
Network

### Project Team

Riley Stone, P.E., CFM

### Project & Design Fees

Design: \$29,000  
Construction: \$119,742

### Contact

Dave Giordano  
Executive Director  
Root-Pike Watershed Initiative  
Network  
(262) 883-4018  
[dave@rootpikewin.org](mailto:dave@rootpikewin.org)



# Similar Projects



## Hawthorn Hollow Wetland Restoration

Somers, WI

Hawthorn Hollow Nature Sanctuary and Arboretum lies on a gently rolling moraine and is divided by the South Branch of the Pike River. A 50-acre adjacent parcel, acquired in 2016, included an eroding ravine, excavated pond, and tree plantation. Hawthorn Hollow initiated a wetland restoration project in 2018 to protect the ravine by reducing runoff that contributes to ravine erosion. In collaboration with Thomson & Associates Wetland Services and raSmith, Hawthorn Hollow developed a concept plan for wetland expansion and restoration. Hawthorn Hollow obtained grants and donations to fund implementation of the plan on the 18-acre site. The plan included vegetation clearing, a 1.2-acre wetland restoration scrape, 0.75-acre wetland enhancement scrape, two water control spillways, runoff diversion berms, and grade stabilization structure at the head of the ravine.

raSmith evaluated the hydrology and drainage patterns, provided surveying, assisted in preparing a conceptual plan, designed the grading and runoff control structures, and prepared construction drawings and specifications. Additionally, raSmith assisted in permitting, bidding, and engineering services during construction. C.W. Purpero completed the grading, and Hawthorn Hollow provided the initial seeding in fall 2020. Vegetation management continues in 2022 after an exceptionally dry 2021 season.

In addition to managing storm runoff, the wetland restoration project provides a substantial increase in habitat for pollinators, frogs, toads, and other aquatic species, as well as improved diversity of wetland plants.

### Client

Hawthorn Hollow Nature  
Sanctuary and Arboretum

### Project Team

Chad Kurtz, CST III

### Project & Design Fees

Undisclosed

### Contact

Lori Artiomow (Retired)  
Restoration Ecologist  
Hawthorn Hollow Nature  
Sanctuary



# Project Understanding & Scope

## Project Understanding

raSmith is committed to delivering exceptional design and engineering for the Heesakker Park staircase project in the Village of Little Chute. We understand that the Village aims to replace the existing timber and gravel staircase at Heesakker Park with a new staircase, following the guidelines provided in the RFP.

Additionally, we recognize the Village's need for public engagement in this project. To support this, we will prepare a project timeline for design and construction, create concept plans with vision boards for public information meetings, and provide estimates of probable construction costs. Our goal is to inform the public about the project's schedule and costs as well as to present imagery of the proposed staircase to encourage community input during the design process.

We understand that the Village requires not only construction documents for the new staircase, but also assistance with the bidding process. This includes preparing a construction manual with specifications and special provisions. We will also provide construction administration and inspection throughout the project to ensure that the construction meets the same high standards as the design. Our construction administration services will include reviewing contractor submittals, paying applications and change orders, site inspection, and providing a project punch list and closeout.

## Project Scope

### Task 1: Planning and Design

#### Project Kick-Off Meeting

Mark Van Der Wegen, P.E., raSmith's project manager, will meet with the Village of Little Chute's staff. The meeting will focus on reviewing the project's scope, work plans, and timelines to ensure they align with Little Chute's goals. The primary aim is to foster effective communication and a mutual understanding of expectations. Mark will be responsible for organizing the meeting, setting the agenda, and documenting the discussions and decisions.

#### Topographic Survey

The raSmith survey team is scheduled to conduct a detailed survey of the project area. The primary goal is to gather comprehensive topographical data essential for accurate project designs. The survey will focus on documenting staircase grades and surface details to create a precise model of the site's topography. Key benchmarks will also be established at strategic locations to support the project's progress.

#### Public Engagement

The raSmith design team will support the Village with

community engagement by preparing project timelines, cost estimates, schematic renderings, and imagery for use in public information meetings. Mark Van Der Wegen will attend these meetings to assist the Village and offer feedback based on community input. We will collaborate closely with the Village, making adjustments to the project, as needed, based on the feedback gathered during the engagement process.

#### 80% Design Plans

This task involves the development of 80% design plans and specifications. The design plans will adhere to the staircase construction guidelines outlined in the RFP. Additionally, an Engineer's Opinion of Probable Construction Costs will be prepared and included at this stage. Deliverables will be submitted to the Village seven (7) working days prior to a scheduled meeting, allowing Village staff time to review the documents. The 80% design plans will be comprehensive, detailing key components across several documents, including:

- Title sheet
- Legend, general notes, and identifiers
- Existing conditions/topography plan
- Tree protection plan
- Demolition/removal plan with project limits to contain and reduce site disturbance
- Staircase grading plan
- Erosion and sediment control plan
- Vegetation restoration plan
- Staircase cross-sections and details
- Miscellaneous construction details and notes

#### Construction Documents

This task includes developing comprehensive final construction drawings and detailed technical specifications (special provisions), which will build upon the structure and components of the 80% design plans to enhance continuity and detail. The special provisions and project bidding documents will ensure adherence to best practices. An Engineer's Opinion of Probable Construction Costs will also be included, offering a forecast of potential construction expenses to aid in financial planning and resource allocation. This holistic approach facilitates a smooth transition from design to execution, supporting the project's success.

These documents will form a complete set of plans and materials for bidding. If the project scope changes after the 80% design plans, raSmith will update the construction estimate to reflect these changes, ensuring all parties are aware of the most current costs.

raSmith will provide the Village with reproducible construction drawings in DWG and PDF formats, technical specifications and special provisions in Microsoft Word

# Project Scope & Approach

and PDF formats and bid form items in these formats. This ensures the Village has access to all necessary documentation in widely used digital formats for easy use and distribution by staff.

We will provide site guidelines on our plans to limit the site disturbance through construction methods for the contractor to implement during construction and throughout site stabilization and restoration.

## Task 2: Bidding

raSmith will provide comprehensive support throughout bidding to address any technical inquiries. This task includes preparing bid advertisements for newspaper publication, making bidding documents available on QuestCDN for public access, and supplying electronic copies of contract documents. raSmith will facilitate the bid opening, analyze bids, and recommend awards. Additionally, we will prepare and execute contract documents, which the Village will finalize with the necessary signatures and approvals.

## Task 3: Construction Administration

This task involves providing comprehensive construction administration services. raSmith will organize pre-construction meetings, distributing agendas and minutes to all participants. After the contract is awarded, we will offer continued support, including responding to requests for information, reviewing shop drawings and contractor submittals, and assessing contractor pay requests and change orders.

As on-site construction managers, we will inspect all work to ensure it aligns with the plans and specifications. We will also organize and attend construction progress meetings, keeping the Village informed of the proceedings. Upon project completion, we will conduct a final walk-through, prepare a punch list, and oversee the completion of all punch list items.

## Assumptions

- The Town will provide staircase design guidelines.
- The survey will not include property boundaries.
- The staircase will be closed during construction.
- The project will not require a stormwater management study/design.

## Project Approach

Our approach stems from a commitment to quality, ensuring every detail is addressed for optimal results. This includes the creation of comprehensive design plans and special provisions, designed to streamline construction. We will prioritize clear communication, project schedules, and design plan details that exceed industry standards. Our focus on innovation and cost-efficiency in design and


construction planning underscores our pledge to deliver exceptional value to the Village of Little Chute.

The RFP indicates the design contract will be awarded on April 17, 2025, so meeting the July 31, 2025, deadline for final construction documents will require an accelerated design timeline. Upon the awarding of the project, our approach will be to immediately schedule the surveying so we can prepare the documents required for public engagement and hold the public information meetings by mid-May. We would then expect to react to community input and begin work on the 80% design plans by the end of May. This approach will allow sufficient time in June and July for preparing the 80% design, collaborating with the Village, and preparing final construction documents to meet the July 31 deadline. Additionally, this approach will allow sufficient time for the bidding, award, contract execution, and all necessary pre-construction and administrative procedures, while also giving the contractor sufficient opportunity to schedule their work within the 2025 construction season.

The foundation of our approach includes transparent communication, cohesive teamwork, and an unwavering commitment to availability. Along with Mark Van Der Wegen, P.E., our team will include Tom Mortensen, PLA, ASLA, site planner/senior landscape architect. Tom will work with Mark to provide a functional, safe staircase design that seamlessly works with the uses of Heesakker Park. Mark will oversee all bidding tasks, leveraging his knowledge of the project scope and historical knowledge of the project areas to ensure the project meets its milestones. Tom will use his experience of park and public space planning and design to produce a staircase that meets the following criteria:

- Riser height and tread depth will allow for average stride length for people to comfortably use the stairs.
- The staircase width will allow two people heading in opposite directions to comfortably pass each other.
- The stairs will be designed to eliminate tripping hazards, both upon initial construction and as the stairs settle over time.
- The material, particularly the wood, will be designed and specified to provide a long-lasting facility with minimal maintenance requirements.
- Minimized impact to the adjacent woods.
- Landings will be included to provide rest opportunities along the staircase.
- Grading will provide for proper drainage to avoid low spots and water puddling on the stairs.
- The staircase must be a visual amenity that blends naturally into the surroundings.
- The area adjacent to the stairs will be graded to provide proper drainage while minimizing impacts.

# Project Cost

		Heesakker Park Staircase Design & Engineering										3/7/2025
raSmith No. 2255317		Project Manager	Civil Engineer	Landscape Architect	Survey Technician	Survey Crew	Estimated Labor		Travel and Expenses		raSmith Expenses	Total Fee
Task Descriptions	Assignee:	Van Der Wegen	Fleming	Mortensen	Schultz	Surv Crew		Labor Fee	Mileage	Misc	Total	
<b>A. Topographic Survey ( Totals = 13 hrs, \$1938 )</b>												
PREPARE TOPOGRAPHIC SURVEY		-	-	-	4	9	13	\$ 1,938			\$ -	\$ 1,938
<b>B. Planning and Design ( Totals = 76 hrs, \$12904 )</b>												
KICK-OFF MEETING		2	-	-	-	-	2	\$ 366	0	\$ -	\$ -	\$ 366
PUBLIC ENGAGEMENT		6	6	4	-	-	16	\$ 2,804	0	\$ -	\$ -	\$ 2,804
80% DESIGN PLANS		8	18	6	-	-	32	\$ 5,400	0	\$ -	\$ -	\$ 5,400
100% CONSTRUCTION DOCUMENTS		6	16	4	-	-	26	\$ 4,334	0	\$ -	\$ -	\$ 4,334
<b>C. Bidding ( Totals = 8 hrs, \$1464 )</b>												
BID ASSISTANCE		8	-	-	-	-	8	\$ 1,464	0	\$ -	\$ -	\$ 1,464
<b>D. Construction Administration ( Totals = 28 hrs, \$4524 )</b>												
CONSTRUCTION ADMINISTRATION		8	20	-	-	-	28	\$ 4,524	0	\$ -	\$ -	\$ 4,524
Total Hours:		38	60	14	4	9	125		0 miles			
Labor Fee and Expenses:		\$ 6,954	\$ 9,180	\$ 2,758	\$ 408	\$ 1,530		\$ 20,830	\$ -	\$ -	\$ -	\$ 20,830





# Appendix: Acknowledgment of Addendum

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## ADDENDUM NO. 1

### REQUEST FOR PROPOSAL HEESAKKER PARK STAIRCASE DESIGN AND ENGINEERING WITH CONSTRUCTION MANAGEMENT

March 4, 2025

#### **Proposal Due: No Later Than 12:00 p.m. CST, Friday, March 7**

This Addendum is issued to modify, explain, or correct the original Request for Proposal for Heesakker Park Staircase Design and Engineering with Construction Management issued on February 14, 2025, and is hereby made a part of the Request for Proposals. This Addendum must be signed and attached to the Consultant's proposal.

**Question #1:** Is it the intention to keep the staircase open during construction or to close it down for the duration of the work.

**Answer #1:** The Village of Little Chute's intention is to close the staircase completely duration of the work.

**Question #2:** In the RFP, the scope of work includes construction administration services to "serve as onsite construction manager and inspect all field work/construction as work is being completed". Does this mean we should be onsite full time for the entire duration of construction?

If yes, is there an estimated time for the length of construction?

**Answer #2:** The purpose in this scope of service is to reiterate that Village of Little Chute staff will not be responsible for project check-ins with contractors or serve as party responsible for checking and approving any aspects of the project during construction. Examples are such as but not limited to (i.e. construction staking for grades, materials, installation, inspection, etc.). Consultants are requested to provide a cost for construction management that they see fit for completing a successful project. There is no estimate for time due to the many variables including construction means and methods, as well as the varying amount of crews and/or equipment selected to be brought in by the selected individual Contractor.

# Appendix: Acknowledgment of Addendum

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**SIGN AND ATTACH THIS ADDENDUM TO THE PROPOSAL**

Received and Acknowledged by:

\_\_\_\_\_  \_\_\_\_\_

Consultant's Signature

\_\_\_\_\_

Brad Hartjes  
Senior Project Manager

Print Name & Title

Issued by:



\_\_\_\_\_

February 18, 2025

John McDonald  
Parks, Recreation, & Forestry Director



PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between \_\_\_\_\_ ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

\_\_\_\_\_  
("Project").

Professional's services under this Agreement are generally identified as follows:

\_\_\_\_\_  
("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
  2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
    - b. By Professional:
      - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
    - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
    - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  - C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
  - B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
  - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. **Standard of Care**  
 The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
  - B. **Design Without Construction Phase Services**  
 Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
  - C. **Opinions of Cost**  
 Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.
  - D. **Use of Documents**  
 All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
    - 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less.

F. Indemnification

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. Dispute Resolution

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. Governing Law

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 *Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 *Lien Notice*

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: \_\_\_\_\_

Client: \_\_\_\_\_

Professional: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

\_\_\_\_\_

R.A. Smith, Inc.

\_\_\_\_\_

16745 West Bluemound Road

\_\_\_\_\_

Brookfield, WI 53005

Client's Phone: \_\_\_\_\_

Professional's Phone: \_\_\_\_\_

Client's Email: \_\_\_\_\_

Professional's Email: \_\_\_\_\_



## Item For Consideration

For Board Review On: April 2, 2025

Prepared On: March 27, 2025

Agenda Item Topic: Special Event – Youth Boxing Event

Prepared By: DPRF

**Report:** Staff have been approached by the Hollander's Pub and Grill to host a Youth Boxing Event on May 10, 2025. This is a first-time request for this event. Set up would occur on Friday, May 9, with event occurring on Saturday, May 10, 1pm to 10pm. This event is open to the public with no admission fee being assessed. Food and drink will be for sale on premises; inside and outside, owned by Hollanders Pub and Grill. Expected attendance is slated 500-700 people.

Attached for reference are the Special Event Permit, Amplified Device Permit, and aerial map of the event

**Fiscal Impact:** Hollander's Pub and Grill have paid all Special Event fees associated for their event.

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

**Respectfully Submitted,**

**John McDonald**

**Parks, Recreation, & Forestry Department**





Office Use Only  
Date Submitted 3.7.25  
Permit Fee Paid \$25 - CASH  
\$25 permit fee is non-refundable

## SPECIAL EVENT PERMIT APPLICATION

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

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

### APPLICANT INFORMATION

First Name CRAIG Last Name HUITING  
Phone (920) 427 4492 Email craig@hollanderspubandgrill.com  
Address 1820 E MAIN ST.  
(individual or business)  
City LITTLE CHUTE State WI ZIP Code 54140

### ORGANIZATION INFORMATION

Organization's Name HOLLANDERS PUB & GRILL  
Organization's Phone (920) 788 5881 Organization's Email  
Organization's Address 1820 E MAIN  
(individual or business)  
City LITTLE CHUTE State WI ZIP Code 54140  
Applicant's Relationship to Organization

### EVENT INFORMATION

Name of Event YOUTH BOXING EVENT  
Event Location HOLLANDERS PARKING LOT  
Event Date MAY 10, 2025  
(list each date if it's a multi-day event)  
Event Set Up Time 5/9/25 12:00 Event End Time 5/10/25 10 PM  
Total Anticipated Attendance 500-700  
Event Information (purpose, activity, who can participate, do you charge, etc.)  
LOCAL YOUTH BOXING CLUB  
OPEN TO PUBLIC - NO ADMISSION  
FOOD & DRINK FOR SALE  
POTENTIAL MUSIC AFTER BOXING EVENT

Are you Requesting Funding or Staff Assistance from the Village?

YES

☐

NO

☒

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

Streets	Parks	Police	Fire/EMS	Other

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

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

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

Applicant – Print Name CRAIG HUNTING

Applicant - Signature [Signature]

Date 3/8/25

FOR OFFICE USE ONLY					
DEPARTMENT	Staff Hours	Staff Cost	Equipment Hours	Equipment Cost	Facility Rental Fee
Clerk's Office		\$		\$	\$
Fire/EMS		\$		\$	\$
Fox Valley Metro Police	<u>2</u>	\$ <u>2</u>		\$	\$
Parks, Recreation, & Forestry	<u>1</u>	\$ <u>1</u>		\$	\$
Public Works		\$		\$	\$
TOTAL	<u>3</u>	\$ <u>3</u>		\$	\$
EVENT TOTAL TO BE BILLED	\$ <u>3</u>				

FOR OFFICE USE ONLY				
DEPARTMENT	APPROVE	DENY	BY	REASON (if denied)
Clerk's Office				
Fox Valley Metro Police	<u>[Signature]</u>			
Parks, Recreation, & Forestry	<u>[Signature]</u>			
Public Works				

Approved By Village Board

VILLAGE PRESIDENT – PRINT

SIGNATURE

DATE

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

Revised 1/2022



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

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

## AMPLIFIED DEVICE PERMIT

I, (print name) CRAIG HULTING, am requesting an Amplified Device Permit

for (list date) MAY 10, 2025 at (list name of park) NA Park.

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

I request permission to have live music, which will be a (DJ or band) DJ/BAND, be permitted to play

from 12 am/pm until 10 am/pm I am aware that music is not permitted to be played

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

you can reach me at (list phone number) 920 427 4492. When my permit is reviewed,

please email my permit to me at (list email address) craig@hollanderspubandgrill.com

or mail to me at (list full mailing address) \_\_\_\_\_.

RENTER'S SIGNATURE: [Signature] DATE: 3/8/25

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

Amplified Device Form Received On: 3.7.25

Date Permit Emailed/Mailed To Renter: \_\_\_\_\_

Permit Status: ☒ APPROVED

☐ DENIED

Permit#: \_\_\_\_\_

Reason for denial: \_\_\_\_\_

Park & Rec Director's Signature: [Signature] Date Signed: 3.7.25

## Hollander's Pub and Grill – Aerial Map of Event



Red area – event location, where alcohol is sold. This is a cautioned off area.

Band – pointed away from residents.

Blue “x” – Indicates signs posted noting “NO ALCOHOL BEYOND THIS POINT”

Orange “x” – Indicates “NO ENTRANCE/NO PARKING ALLOWED”