



## AGENDA

### REGULAR BOARD MEETING

PLACE: Little Chute Village Hall  
DATE: Wednesday, February 4, 2026  
TIME: 6:00 p.m.

Join Zoom Meeting

<https://us06web.zoom.us/j/6312471039?omn=84757514601>

Meeting ID: 631 247 1039

One tap mobile

+13126266799,,6312471039# US (Chicago)

#### REGULAR ORDER OF BUSINESS

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

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

- 1. Disbursement List
- 2. Approval of the Minutes of January 7, 2026 (amended) & January 21, 2026
- 3. Combination "Class A" Retail Alcohol License for PNB LLC d/b/a Little Chute BP
- 4. Appointment of Successor Agent for Walgreen CO d/b/a Walgreens #09682 - Aurora Pagel
- 5. Special event permit: Fox Heritage Run
- H. Discussion/Action – Fire Department budget adjustment anonymous donation for gear drying equipment
- I. Discussion/Action – Budget Adjustment for Fitness Station replacement Community Foundation donation
- J. Discussion/Action: Tax Incremental District (TID) 4 Termination Resolution
- K. Discussion / Action: State Dance special event permit

- L. Department and Officer Progress Reports
- K. Call for Unfinished Business
- L. Items for Future Agenda
  
- M. 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 reason require a closed session. *(1) Economic Development Item*
- N. Return to Open Session
- O. Discussion/Action – Patriot Place Condominiums Development Agreement
- P. 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: beau@littlechutewi.org](mailto:beau@littlechutewi.org) Prepared: January 30, 2026

## Disbursement List - February 4, 2026

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Payroll & Payroll Liabilities - January 29, 2026	\$239,748.69
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Prepaid Invoices - January 16, 2026	\$21,665.79
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Prepaid Invoices - January 23, 2026	\$19,627.13
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### **CURRENT ITEMS**

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Bills List - February 4, 2026	\$919,876.92
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<b>Total Payroll, Prepaid &amp; Invoices</b>	<b>\$1,200,918.53</b>
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The above payments are recommended for approval:

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

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Approved: February 4, 2026

\_\_\_\_\_  
Michael R Vanden Berg, Village President

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Nicole Ryerson, Village Clerk

## Report Criteria:

Invoice Detail.Voided = {=} FALSE

Invoice	Description	Total Cost	Period	GL Account
<b>2026 VAN LIESHOUT REFUNDS</b>				
62536	REFUND RENTAL FEE - CANCELLED	200.00	01/26	208-34401
62536	REFUND SECURITY DEPOSIT	250.00	01/26	208-21235
Total 2026 VAN LIESHOUT REFUNDS:		450.00		
<b>A.P. PLUMBING LLC</b>				
10788	REPAIR WATER LINE AND ADD SHUT OFF VALVE	411.90	01/26	207-52120-242
Total A.P. PLUMBING LLC:		411.90		
<b>ACE HARDWARE LITTLE CHUTE</b>				
291038	HARDWARE	14.74	01/26	101-52200-218
291039	HARDWARE	2.79	01/26	101-52200-218
291078	SEALANT NEEDS	42.89	01/26	101-53330-218
291103	PARKS SUPPLIES	6.44	01/26	101-55200-216
Total ACE HARDWARE LITTLE CHUTE:		66.86		
<b>ACUITY SPECIALTY PRODUCTS INC</b>				
9012293825	SMALL EQUIPMENT	357.11	01/26	101-52200-221
Total ACUITY SPECIALTY PRODUCTS INC:		357.11		
<b>AIR ONE EQUIPMENT INC</b>				
231471	SAFETY EQUIPMENT	94.00	01/26	101-52200-205
231584	SMALL EQUIPMENT	1,735.00	01/26	101-52200-221
Total AIR ONE EQUIPMENT INC:		1,829.00		
<b>AIRGAS USA LLC</b>				
9168264168	OXYGEN	177.54	01/26	207-52120-213
9168559748	CYLINDER RENTALS	221.25	01/26	101-53330-218
9168604042	WELDING SUPPLYS	369.14	01/26	101-53300-218
Total AIRGAS USA LLC:		767.93		
<b>AMPLITEL TECHNOLOGIES</b>				
26926	MONTHLY MANAGED SERVICES JANUARY	5,983.72	01/26	404-57190-204
26956	AMPLITEL TECHNOLOGIES	3,909.41	01/26	207-52120-204
Total AMPLITEL TECHNOLOGIES:		9,893.13		
<b>ASSOCIATED APPRAISAL CONSULTANTS</b>				
184604	ONLINE PARCEL POSTING	93.59	02/26	101-51530-208
184604	ASSESSMENT SERVICES	2,075.00	02/26	101-51530-204
Total ASSOCIATED APPRAISAL CONSULTANTS:		2,168.59		
<b>BAYCOM INC</b>				
SRVCE61560	PAGER REPAIR	63.00	01/26	101-52200-240
SRVCE61561	PAGER REPAIR	38.00	01/26	101-52200-205
SRVCE61562	PAGER REPAIR	38.00	01/26	101-52200-205
SRVCE61563	PAGER REPAIR	38.00	01/26	101-52200-205



Invoice	Description	Total Cost	Period	GL Account
SRVCE61564	PAGER REPAIR	38.00	01/26	101-52200-205
SRVCE61565	PAGER REPAIR	38.00	01/26	101-52200-205
SRVCE61566	PAGER REPAIR	38.00	01/26	101-52200-205
Total BAYCOM INC:		291.00		
BAYSIDE PRINTING LLC				
147585	BUSINESS CARDS - NICOLE RYERSON	70.00	01/26	101-51420-206
Total BAYSIDE PRINTING LLC:		70.00		
BRAUER SUPPLY & EQUIPMENT				
250155	#19 CURB STOP	537.00	01/26	101-53350-221
Total BRAUER SUPPLY & EQUIPMENT:		537.00		
BSN SPORTS LLC				
932924252	NEW FOOTBALL HELMETS	16,900.00	13/25	101-55460-225
Total BSN SPORTS LLC:		16,900.00		
BURTON, TAYLOR				
62549	REFUND SECURITY DEPOSIT	250.00	01/26	208-21235
Total BURTON, TAYLOR:		250.00		
CENGAGE LEARNING INC/GALE				
999101888838	LARGE PRINT BOOKS	89.97	01/26	206-55110-206
999101888839	LARGE PRINT BOOKS	87.72	01/26	206-55110-206
Total CENGAGE LEARNING INC/GALE:		177.69		
CHARTER COMMUNICATIONS				
152871901011426	JAN/FEB SERVICE	140.95	01/26	101-51650-203
Total CHARTER COMMUNICATIONS:		140.95		
CINTAS CORP				
4256662296	MECHANIC UNIFORM	21.16	01/26	101-53300-212
4256662296	MECHANIC UNIFORM	53.56	01/26	101-53330-218
4257407996	MECHANIC UNIFORM	21.16	01/26	101-53300-212
4257407996	MECHANIC UNIFORM	53.56	01/26	101-53330-218
Total CINTAS CORP:		149.44		
DIGGERS HOTLINE INC				
260159201 PREPA	1ST PREPAYMENT 2026	1,403.40	01/26	630-53442-209
260159201 PREPA	1ST PREPAYMENT 2026	1,403.40	01/26	620-53644-209
260159201 PREPA	1ST PREPAYMENT 2026	1,403.40	01/26	610-53612-209
Total DIGGERS HOTLINE INC:		4,210.20		
EVANTRA LLC				
040725	ADDITIONAL DESIGN FEE	805,478.31	13/25	417-51243-263
040725	ENGINEERING COSTS	77,172.26	13/25	417-34901

Invoice	Description	Total Cost	Period	GL Account
Total EVANTRA LLC:		728,306.05		
FASTENAL COMPANY				
wikim308099	MSB RACKING	14.83	01/26	101-53300-218
Total FASTENAL COMPANY:		14.83		
FINGER PUBLISHING INC				
BE325018	PH LIQUOR LICENCE	24.41	01/26	101-51440-227
BE325019	PH ZONING	37.98	01/26	101-51650-207
BE326852	ADVERTISEMENT FOR BIDS	133.50	01/26	101-51650-207
BE326853	ADVERTISEMENT FOR BIDS	133.50	01/26	101-51650-207
Total FINGER PUBLISHING INC:		329.39		
FOX CITY'S TOWING				
26-126696	FOX CITY'S TOWING	322.00	01/26	207-52120-218
Total FOX CITY'S TOWING:		322.00		
FOX VALLEY HUMANE ASSOCIATION				
6327	ANIMALS HANDLED FEE - SEPT	396.00	13/25	207-52120-204
Total FOX VALLEY HUMANE ASSOCIATION:		396.00		
FOX VALLEY TECHNICAL COLLEGE				
SPINV030179	TRAINING	80.00	13/25	101-52200-201
SPINV030180	TRAINING	80.00	13/25	101-52200-201
SPINV030181	TRAINING	80.00	13/25	101-52200-201
SPINV030182	TRAINING	80.00	13/25	101-52200-201
Total FOX VALLEY TECHNICAL COLLEGE:		320.00		
GFC LEASING - WI				
I01087225	COPIER LEASE	180.29	01/26	206-55110-209
Total GFC LEASING - WI:		180.29		
GRACY'S AUTO BODY				
100	GRACY'S AUTO BODY	3,746.25	01/26	207-52120-247
Total GRACY'S AUTO BODY:		3,746.25		
HANK, GRACIE				
12325	STIPEND ASSISTANT LITTLE STARS COACH	200.00	01/26	101-55300-218
Total HANK, GRACIE:		200.00		
HEART OF THE VALLEY CHAMBER				
22124	ANNUAL MEMBERSHIP INVESTMENT	370.00	01/26	101-56700-208
Total HEART OF THE VALLEY CHAMBER:		370.00		
HERRLING CLARK LAW FIRM LTD				
131-10Q 4TH QTR	GENERAL MATTERS	1,509.24	13/25	101-51110-262
131-10Q 4TH QTR	HEESAKKER	138.21	13/25	203-51100-204

Invoice	Description	Total Cost	Period	GL Account
131-10Q 4TH QTR	TID 6	184.28	13/25	416-57600-262
131-10Q 4TH QTR	TID 7	322.49	13/25	417-57700-262
131-10Q 4TH QTR	TID 8	3,652.76	13/25	418-57800-262
131-10Q 4TH QTR	FIRE STATION	2,119.22	13/25	405-51100-262
131-10Q 4TH QTR	MIAMI CIR	92.14	13/25	452-51109-204
131-10Q 4TH QTR	AUTHUR	138.21	13/25	452-51234-204
131-10Q 4TH QTR	RIVERSIDE CULVERT	368.56	13/25	630-51242-204
132-01M 4TH QTR	TRAFFIC MATTERS	3,449.07	13/25	101-51110-262
Total HERRLING CLARK LAW FIRM LTD:		11,974.18		
INGRAM LIBRARY SERVICES				
93733499	BOOKS	157.16	01/26	206-55110-206
93733500	BOOKS	19.50	01/26	206-55110-206
93770305	BOOKS	1,530.16	01/26	206-55110-206
Total INGRAM LIBRARY SERVICES:		1,706.82		
K-9 SERVICES				
J01202026	K-9 SERVICES	350.00	13/25	207-52120-201
Total K-9 SERVICES:		350.00		
KLINK HYDRAULICS LLC				
BR646	#58 QUICK CONNNECTS	23.53	01/26	101-53330-225
CJ723	#48 BROOM HYDRAULIC HOSE FITTINGS	114.80	01/26	101-53330-225
JG800	BRINE PRETREAT CONNECTIONS	521.50	01/26	101-53350-221
TV42	#29 PACKER	1,485.15	01/26	101-53330-225
TV73	#29 PACKER CYLINDER FITTING	20.90	01/26	101-53330-225
Total KLINK HYDRAULICS LLC:		2,165.88		
LASTPASS US LP				
8113023335903	11 TEAMS - ANNUAL RENEWAL	399.19	01/26	206-55110-218
Total LASTPASS US LP:		399.19		
LEADSONLINE LLC				
421425	TOTAL/TRACK SERVICE PACKAGE RENEWAL	3,532.00	01/26	207-52120-204
Total LEADSONLINE LLC:		3,532.00		
LIBRARY IDEAS LLC				
122909	VOX BOOKS	212.30	01/26	206-55110-210
Total LIBRARY IDEAS LLC:		212.30		
LITTLE CHUTE A LLC				
260145701	2025 TAX REFUND - LITTLE CHUTE A	27.00	01/26	803-21215
Total LITTLE CHUTE A LLC:		27.00		
LITTLE CHUTE AREA SCHOOL DIST				
399	LC CAN 2025-2026	5,028.76	13/25	404-57190-204
Total LITTLE CHUTE AREA SCHOOL DIST:		5,028.76		

Invoice	Description	Total Cost	Period	GL Account
<b>MATTHEWS TIRE</b>				
100390	#25 TIRE SERVICE	737.19	01/26	101-53330-225
Total MATTHEWS TIRE:		737.19		
<b>M-B COMPANIES INC</b>				
300748	#155 BROOM ATTACHMENT PARTS	2,212.82	01/26	101-53330-225
300810	NEEDED PARTS	269.47	01/26	101-53330-218
300927	#48 SWEEPER BROOM	102.98	01/26	101-53330-225
Total M-B COMPANIES INC:		2,585.27		
<b>MCCLONE</b>				
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	2,362.00	01/26	201-53620-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	3,081.00	01/26	101-51900-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	310.00	01/26	101-51900-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	3,997.00	01/26	101-52250-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	1,765.00	01/26	207-52120-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	155.00	01/26	620-53924-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	668.00	01/26	630-53444-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	6,055.00	01/26	101-51900-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	185.00	01/26	101-52250-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	443.00	01/26	201-53620-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	235.00	01/26	204-55420-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	1,050.00	01/26	206-55110-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	6,314.00	01/26	207-52120-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	441.00	01/26	101-51900-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	675.00	01/26	610-53614-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	367.00	01/26	620-53924-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	841.00	01/26	630-53444-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	4,160.00	01/26	207-52120-231
16009	26/27 GENERAL LIABILITY & AUTO PACKAGE 1 O	5,331.00	01/26	610-53614-231
16009	26/27 WORKERS COMP POLICY 1 OF 4	324.00	01/26	101-52250-230
16009	26/27 WORKERS COMP POLICY 1 OF 4	144.00	01/26	206-55110-230
16009	26/27 WORKERS COMP POLICY 1 OF 4	76.00	01/26	207-52120-230
16009	26/27 WORKERS COMP POLICY 1 OF 4	42.00	01/26	610-53614-230
16009	26/27 WORKERS COMP POLICY 1 OF 4	40.00	01/26	620-53924-230
16009	26/27 WORKERS COMP POLICY 1 OF 4	33.00	01/26	630-53444-230
16009	26/27 WORKERS COMP POLICY 1 OF 4	12,850.00	01/26	101-51900-230
16009	26/27 WORKERS COMP POLICY 1 OF 4	1,379.00	01/26	201-53620-230
16009	26/27 WORKERS COMP POLICY 1 OF 4	732.00	01/26	204-55420-230
16009	26/27 WORKERS COMP POLICY 1 OF 4	1,145.00	01/26	610-53614-230
16009	26/27 WORKERS COMP POLICY 1 OF 4	1,709.00	01/26	630-53444-230
16009	26/27 WORKERS COMP POLICY 1 OF 4	388.00	01/26	620-53924-230
16009	26/27 WORKERS COMP POLICY 1 OF 4	10,693.00	01/26	207-52120-230
16009	26/27 WORKERS COMP POLICY 1 OF 4	2,359.00	01/26	101-52250-230
Total MCCLONE:		70,349.00		
<b>MENARDS - APPLETON EAST</b>				
88427	PLANT MAINT	21.17	01/26	620-53634-255
88756	CABINET HARDWARE	14.27	01/26	207-52120-242
89119	VAN LIESHOUT - REC CENTER BACK UP	7.91	01/26	208-52900-218
Total MENARDS - APPLETON EAST:		43.35		

Invoice	Description	Total Cost	Period	GL Account
<b>MIDWEST PROTECTION SERVICES</b>				
53597	SERVICE MSB ALARM TROUBLESHOOT	125.00	01/26	101-53310-204
Total MIDWEST PROTECTION SERVICES:		125.00		
<b>MIDWEST SALT LLC</b>				
453211	INDUSTRIAL SOUTHERN COARSE SALT	3,502.44	01/26	620-53634-224
453319	INDUSTRIAL SOUTHERN COARSE SALT	3,385.19	01/26	620-53634-224
Total MIDWEST SALT LLC:		6,887.63		
<b>NOW YOGA AND WELLNESS LLC</b>				
LCPR009	YOGA CLASS 1/5, 1/12, 1/19/26	210.00	01/26	208-52900-204
Total NOW YOGA AND WELLNESS LLC:		210.00		
<b>O'REILLY AUTOMOTIVE INC</b>				
2043-148247	#37 ENGINE OIL FILTER	10.60	01/26	101-53330-225
2043-148247	#159 ENGINE OIL FILTER	10.60	01/26	101-53330-225
2043-148262	#37 ENGINE DRAIN PLUG	8.27	01/26	101-53330-225
2043-148277	#37 SPARK PLUG	16.98	01/26	101-53330-225
2043-148277	#159 SPARK PLUG	16.98	01/26	101-53330-225
2043-148277	INVENTORY	25.47	01/26	101-53330-218
2043-148332	#9 OIL FILTER	10.68	01/26	101-53330-225
Total O'REILLY AUTOMOTIVE INC:		99.58		
<b>OUTAGAMIE COUNTY</b>				
1022337	UTILITY PERMIT	1,200.00	01/26	610-51236-263
Total OUTAGAMIE COUNTY:		1,200.00		
<b>OUTAGAMIE COUNTY CHAPLAIN PROGRAM INC</b>				
26-2	CHAPLAIN PROGRAM FEE	300.00	01/26	207-52120-208
Total OUTAGAMIE COUNTY CHAPLAIN PROGRAM INC:		300.00		
<b>OUTAGAMIE COUNTY TREASURER</b>				
131587	INTERPRETATION	27.06	13/25	207-52120-204
Total OUTAGAMIE COUNTY TREASURER:		27.06		
<b>OUTAGAMIE CTY FIRE CHIEFS ASSOCIATION</b>				
2026 ASSOCIATIO	ASSOCIATION DUES	50.00	01/26	101-52200-208
Total OUTAGAMIE CTY FIRE CHIEFS ASSOCIATION:		50.00		
<b>PEPSI-COLA</b>				
51788605	BEVERAGE SUPPLIES	376.75	01/26	101-52200-211
Total PEPSI-COLA:		376.75		
<b>PIONEER RESCUE &amp; OUTFITTERS LLC</b>				
26131	WATER RESCUE EQUIP - GREENFIELD MANOR D	7,495.24	01/26	101-52200-221
Total PIONEER RESCUE & OUTFITTERS LLC:		7,495.24		

Invoice	Description	Total Cost	Period	GL Account
POSTAL EXPRESS & MORE LLC				
272945	POSTAGE-WATER TESTS	20.87	01/26	620-53644-204
Total POSTAL EXPRESS & MORE LLC:		20.87		
PRIMADATA LLC				
73598	POSTCARD POSTAGE	325.00	02/26	620-53904-226
73598	POSTCARD POSTAGE	325.00	02/26	201-53620-226
73598	POSTCARD POSTAGE	325.00	02/26	610-53613-226
73598	POSTCARD POSTAGE	325.00	02/26	630-53443-226
Total PRIMADATA LLC:		1,300.00		
R.N.O.W. INC				
2026-78098	#29 HOPPER/COMPACTER PARTS	771.24	01/26	101-53330-225
Total R.N.O.W. INC:		771.24		
RELIANT FIRE APPARATUS INC				
WI5835	WORK ON PUMPER	1,209.60	13/25	101-52200-247
Total RELIANT FIRE APPARATUS INC:		1,209.60		
S.I. METALS & SUPPLY				
305151	WELDING SQUIRE TUBING SUPPLY	30.00	01/26	101-53300-218
Total S.I. METALS & SUPPLY:		30.00		
SAMOLINSKI, LEA				
62459	REFUND SECURITY DEPOSIT	250.00	01/26	208-21235
Total SAMOLINSKI, LEA:		250.00		
SORENSEN, RICHARD				
62535	REFUND RENTAL FEE - CANCELLED	80.00	01/26	101-34401
62535	REFUND SECURITY DEPOSIT	50.00	01/26	101-21235
Total SORENSON, RICHARD:		130.00		
STAPLES ADVANTAGE				
6053670271	COPY PAPER & ERASERS	81.85	01/26	101-51650-206
6053670275	INK CARTRIDGES	292.43	01/26	101-52200-206
6053670277	OFFICE SUPPLIES	15.99	01/26	101-52200-206
Total STAPLES ADVANTAGE:		390.27		
STONERIDGE LITTLE CHUTE LLC #384				
2203861329	FOOD & SUPPLIES ACCT 105	142.39	01/26	101-52200-211
23069000959	FOOD & SUPPLIES ACCT 105	33.47	01/26	101-52200-211
Total STONERIDGE LITTLE CHUTE LLC #384:		175.86		
US BLADE & CHAIN LLC				
10646	BLADES FOR SNOW PLOWS	8,027.06	01/26	101-53350-221
Total US BLADE & CHAIN LLC:		8,027.06		

Invoice	Description	Total Cost	Period	GL Account
<b>VALLEY LIQUOR</b>				
216636	BEVERAGE SUPPLIES	188.94	01/26	101-52200-211
Total VALLEY LIQUOR:		188.94		
<b>VAN ERT ELECTRIC CO INC</b>				
1-046085a	REDO OUTSIDE LIGHTS AND ADD NEW CIRCUITS	4,000.00	13/25	101-51650-242
1-046085B	ADD NEW LIGHTS,OUTLET AND POWERCORD	4,500.00	13/25	101-52250-242
1-046085C	REPLACE 30 OLD LIGHTS WITH NEW LED FIXTUR	4,500.00	13/25	207-52120-242
1-046085D	ADD 3 NEW OUTLETS AND POWER POLE WITH O	553.22	13/25	206-55110-242
Total VAN ERT ELECTRIC CO INC:		13,553.22		
<b>VILLAGE OF LITTLE CHUTE</b>				
1231740010126	723 DEPOT ST	8.25	01/26	418-51225-249
1231750020126	719 DEPOT ST	8.25	01/26	418-51225-249
1261004010126	2304 BUCHANAN ST	8.25	01/26	101-56700-204
3160090060126	517 PINE ST	17.33	01/26	101-55200-249
5162129010126	DOYLE PARK POOL/RESTROOMS	170.37	01/26	101-55200-249
5162129010126	DOYLE PARK POOL/RESTROOMS	170.36	01/26	204-55420-249
5162130030126	DOYLE PARK DPI RESTROOMS(SEASONAL)	752.59	01/26	101-55200-249
5201632000126	HERITAGE PARK	2.48	01/26	101-55200-249
5211900010126	CIVIC CENTER	350.74	01/26	206-55110-249
5212052000126	VILLAGE HALL	163.56	01/26	101-51650-249
5220140020126	SAFETY CENTER	84.93	01/26	101-52250-249
5220140020126	SAFETY CENTER	339.71	01/26	207-52120-249
5220401000126	PUMP STATION JEFFERSON ST	37.75	01/26	620-53624-249
5222850000126	LEGION PARK RESTROOMS	393.45	01/26	101-55200-249
5250140000126	VAN LIESHOUT PARK	492.48	01/26	101-55200-249
5262080080126	3609 FREEDOM RD-WATER/SEWER	18.15	01/26	630-53441-249
5282005010126	HEESAKKER PARK RESTROOM	158.62	01/26	101-55200-249
5282915000126	#3 WELL WASHINGTON ST	12.38	01/26	620-53624-249
5290000000126	DOYLE PARK POOL	110.41	01/26	204-55420-249
5290002000126	HEESAKKER PARK-BUBBLER (SEASONAL)	26.66	01/26	101-55200-249
5290004000126	1401 E ELM DR - VILLAGE GARAGE	918.70	01/26	101-53310-249
5290005000126	721 W ELM-REC CENTER	24.22	01/26	208-52900-249
5290007000126	715 DEPOT ST	42.08	01/26	418-57800-204
5290008000126	1509 E LINCOLN-ICE RINK	168.03	01/26	101-55200-249
5290009000126	625 E EVERGREEN DR	156.94	01/26	620-53624-249
5290010000126	1200 STEPHEN ST	29.70	01/26	620-53624-249
5290134000126	HIETPAS ST-JAYCEE TOT LOT	.83	01/26	101-55200-249
5290136000126	W GREENFIELD DR-VAN ZEELAND TOT LOT	3.30	01/26	101-55200-249
5290137000126	MISC PARKING LOTS OWNED BY VLC	202.95	01/26	101-53300-248
5290237000126	900 HARVEST TRAIL-CREEKVIEW TOT LOT	58.58	01/26	101-55200-249
Total VILLAGE OF LITTLE CHUTE:		4,932.05		
<b>WI DEPT OF TRANSPORTATION</b>				
2026 AUT317UJN	LICENSE PLATE RENEWAL AUT 317UJN	160.00	02/26	207-52120-247
Total WI DEPT OF TRANSPORTATION:		160.00		
Grand Totals:		919,876.92		

Vendor number hash: 393339  
Vendor number hash - split: 598974  
Total number of invoices: 133  
Total number of transactions: 189

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	919,876.92	919,876.92
Grand Totals:	919,876.92	919,876.92

## Report Criteria:

Invoice Detail.Voided = {=} FALSE



Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
2025 TAX REFUNDS (5659)							
260013500	Invoi	2025 TAX REFUND-ACEVEDO, ALEJANDRO & AYL	66.74	Open	Non	12/25	803-21215
260024800	Invoi	2025 TAX REFUND - WILDENBERG, KYLE	413.57	Open	Non	12/25	803-21215
260104700	Invoi	2025 TAX REFUND - SCHULZ, K	1,923.26	Open	Non	12/25	803-21215
260266200	Invoi	2025 TAX REFUND- SABEL, ROGER & SUE	1,723.39	Open	Non	12/25	803-21215
260282200	Invoi	2025 TAX REFUND - GEENE JR, R	551.84	Open	Non	12/25	803-21215
260423200	Invoi	2025 TAX REFUND - HUETER & HIPKE	101.85	Open	Non	12/25	803-21215
260441032	Invoi	2025 TAX REFUND-FOFANA, AMADOU & RHEA	1,795.60	Open	Non	12/25	803-21215
Total 2025 TAX REFUNDS (5659):			6,576.25				
ASCENSION MEDICAL GROUP-FOX VALLEY WI (2514)							
8001466591225	Invoi	ASCENSION BLOOD DRAWS	23.00	Open	Med	01/26	207-52120-204
Total ASCENSION MEDICAL GROUP-FOX VALLEY WI (2514):			23.00				
CHARTER COMMUNICATIONS (89)							
16087010826	Invoi	JAN/FEB SERVICE	104.98	Open	Non	01/26	101-51650-203
Total CHARTER COMMUNICATIONS (89):			104.98				
MARCO INC (3910)							
40926661	Invoi	1ST FLOOR COPIER @ VH	570.06	Open	Non	12/25	101-51650-207
40926661	Invoi	2ND FLOOR COPIER @ VH	528.23	Open	Non	12/25	101-51650-207
40926661	Invoi	3RD FLOOR COPIER @ VH	302.55	Open	Non	12/25	101-51650-207
40926661	Invoi	COPIER @ MSB BUILDING	156.16	Open	Non	12/25	101-53310-207
Total MARCO INC (3910):			1,557.00				
SAM'S CLUB/SYNCHRONY BANK (1728)							
44690126	Invoi	SENIOR HOLIDAY PARTY PRIZES & SNACKS	26.87	Open	Non	13/25	101-55300-218
44690126	Invoi	BEVERAGES, FOOD	109.32	Open	Non	13/25	101-53300-218
44690126	Invoi	MARKERS, GLITTER GLUE, CONSTRUCTION PAP	388.57	Open	Non	13/25	101-55300-218
44690126	Invoi	BABY WIPES, TOWELS, NAPKINS, UTENSILS	224.97	Open	Non	13/25	101-55300-218
Total SAM'S CLUB/SYNCHRONY BANK (1728):			749.73				
U.S. BANK (5015)							
49100125BOOM	Invoi	MOTION INDUSTRIES INC - SALES TAX CREDIT	66.72-	Open	Non	12/25	101-53330-225
49100126AP	Invoi	ADOBEADOBE INC - KAREN	287.88-	Open	Non	12/25	101-55300-218
49100126AP	Invoi	ADOBE INC - DEB, PHIL, CHERYL	863.64-	Open	Non	12/25	101-51420-208
49100126AP	Invoi	ADOBE INC - NICOLE	21.09	Open	Non	12/25	101-51440-208
49100126AP	Invoi	ADOBE INC - NICOLE	21.09-	Open	Non	12/25	101-51440-208
49100126AP	Invoi	ADOBE INC - NICOLE	253.07	Open	Non	12/25	101-51440-208
Total U.S. BANK (5015):			965.17-				
VAN ABELS LLC (5076)							
26255	Invoi	STAFF HOLIDAY LUNCHEON	1,549.90	Open	Non	01/26	101-51960-211
Total VAN ABELS LLC (5076):			1,549.90				
WE ENERGIES (2788)							
5757888851	Invoi	PLANT #1 (100 WILSON ST)	771.93	Open	Non	12/25	620-53624-249
5758823501	Invoi	STREET LIGHTS	.01	Open	Non	13/25	101-53300-249

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
WE ENERGIES (2788)							
5755648569	Invoi	CIVIC CENTER (630 MONROE ST)	1,736.69	Open	Non	12/25	206-55110-249
5755768898	Invoi	108 W MAIN ST	996.70	Open	Non	12/25	101-51650-249
5755815022	Invoi	DOYLE POOL	10.89	Open	Non	12/25	204-55420-249
5756077562	Invoi	PLANT #2 (1118 JEFFERSON ST)	230.12	Open	Non	12/25	620-53624-249
5756101634	Invoi	920 WASHINGTON ST	60.35	Open	Non	12/25	620-53624-249
5756577521	Invoi	CROSSWINDS LED STREET LIGHTS	143.93	Open	Non	12/25	101-53300-249
5756599585	Invoi	200 E. MCKINLEY ST-FVMPD	610.98	Open	Non	12/25	207-52120-249
5756599585	Invoi	200 E MCKINLEY ST - FIRE DEPT	407.32	Open	Non	12/25	101-52250-249
5756668225	Invoi	PUMP STATION @ EVERGREEN & FRENCH	84.72	Open	Non	12/25	620-53624-249
5756716548	Invoi	721 W ELM DR	485.96	Open	Non	12/25	208-52900-249
5758823501	Invoi	STREET LIGHTS	1,236.63	Open	Non	12/25	101-53300-249
5759074467	Invoi	1401 E ELM DR	4,665.32	Open	Non	12/25	101-53310-249
5759270780	Invoi	LC WELL #4 PUMPHOUSE (625 E EVERGREEN)	628.55	Open	Non	12/25	620-53624-249
Total WE ENERGIES (2788):			12,070.10				
Grand Totals:			21,665.79				

## Report GL Period Summary

Vendor number hash: 101992  
Vendor number hash - split: 141754  
Total number of invoices: 28  
Total number of transactions: 39

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	21,665.79	21,665.79
Grand Totals:	21,665.79	21,665.79

## Report Criteria:

Vendor.Vendor number = 409,4683,33,1425,727,3606,4418,265

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
AT&T (409)							
92078873810126	Invoi	JAN/FEB SERVICE - FVMPD FAX	73.90	Open	Non	01/26	207-52120-203
92078873810126	Invoi	JAN/FEB SERVICE MCO LANDLINE	73.91	Open	Non	01/26	620-53924-203
92078873810126	Invoi	JAN/FEB SERVICE SCADA	73.91	Open	Non	01/26	620-53924-203
92078873810126	Invoi	JAN/FEB SERVICE SCADA BACKUP	73.91	Open	Non	01/26	620-53924-203
92078873810126	Invoi	JAN/FEB SERVICE MCO ON CALL	73.91	Open	Non	01/26	620-53924-203
92078873810126	Invoi	JAN/FEB SERVICE LIBRARY FAX	73.90	Open	Non	01/26	206-55110-203
Total AT&T (409):			443.44				
CELLCOM (4683)							
614112	Invoi	FACILITIES	31.81	Open	Non	01/26	101-51650-203
614112	Invoi	INSPECTOR PHONE CHARGES	31.81	Open	Non	01/26	101-52050-203
614112	Invoi	STREETS I-PADS	31.54	Open	Non	01/26	101-53300-218
614112	Invoi	DPW	188.14	Open	Non	01/26	101-53310-203
614112	Invoi	VEHICLE MAINTENANCE I-PADS	15.77	Open	Non	01/26	101-53330-218
614112	Invoi	PARKS	146.97	Open	Non	01/26	101-55200-203
614112	Invoi	REC	62.95	Open	Non	01/26	101-55300-203
614112	Invoi	SANITARY SEWER I-PAD	15.77	Open	Non	01/26	610-53612-218
614112	Invoi	STORM I-PADS	15.77	Open	Non	01/26	630-53442-218
614112	Invoi	COMMUNITY DEVELOPER PHONE CHARGES	12.79	Open	Non	01/26	101-51530-203
614112	Invoi	ADMINISTRATION PHONE CHARGES	31.14	Open	Non	01/26	101-51400-203
614112	Invoi	ENGINEERING	215.01	Open	Non	01/26	101-51415-203
Total CELLCOM (4683):			799.47				
DELTA DENTAL OF WISCONSIN (33)							
2487214	Invoi	DENTAL - FEBRUARY	6,345.81	Open	Non	01/26	101-21345
2487214	Invoi	VISION - FEBRUARY	463.29	Open	Non	01/26	101-21366
Total DELTA DENTAL OF WISCONSIN (33):			6,809.10				
EHLERS INVESTMENT PARTNERS LLC (1425)							
102415	Invoi	SERIES 2015A - AGENT FEE	400.00	Open	Non	01/26	415-57500-204
Total EHLERS INVESTMENT PARTNERS LLC (1425):			400.00				
LITTLE CHUTE AREA SCHOOL DIST (265)							
3RD QTR	Invoi	3RD QTR MOBILE HOME FEES	5,223.57	Open	Non	13/25	101-31140
4TH QTR	Invoi	4TH QTR MOBILE HOME FEES	5,292.53	Open	Non	13/25	101-31140
Total LITTLE CHUTE AREA SCHOOL DIST (265):			10,516.10				
PLESHEK OUTDOOR POWER (727)							
2213	Invoi	CHAINSAW EQUIPMENT	117.97	Open	Non	12/25	101-55200-205
2245	Invoi	CHAINSAW REPAIR ROUTINE MAINTENANCE	70.00	Open	Non	12/25	101-55200-205
2246	Invoi	CHAINSAW REPAIR	87.05	Open	Non	12/25	101-55440-205
2316	Invoi	CHAINSAW EQUIPMENT	50.00	Open	Non	12/25	101-55200-205
Total PLESHEK OUTDOOR POWER (727):			325.02				
VERIZON WIRELESS (3606)							
6133480896	Invoi	JAN/FEB SERVICE	84.00	Open	Non	01/26	620-53924-203

Invoice	Type	Description	Total Cost	Terms	1099	Period	GL Account
Total VERIZON WIRELESS (3606):			84.00				
WI TRAFFIC SAFETY OFFICER'S ASSOCIATION (4418)							
22326	CONFEREN	Invoi WTSOA TRAINING - GRUMANN	250.00	Open	Non	01/26	207-52120-201
Total WI TRAFFIC SAFETY OFFICER'S ASSOCIATION (4418):			250.00				
Grand Totals:			19,627.13				

Report GL Period Summary

Vendor number hash: 18012  
Vendor number hash - split: 71603  
Total number of invoices: 12  
Total number of transactions: 29

Terms Description	Invoice Amount	Net Invoice Amount
Open Terms	19,627.13	19,627.13
Grand Totals:	19,627.13	19,627.13

Report Criteria:  
Vendor.Vendor number = 409,4683,33,1425,727,3606,4418,265

## **MINUTES OF THE REGULAR BOARD MEETING OF JANUARY 7, 2026 (AMENDED)**

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  
Rosie Sprangers, Trustee  
Brian Van Lankveldt, Trustee

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

DEPARTMENT HEADS PRESENT:

Beau Bernhoft, Administrator  
John McDonald, Director of Parks, Rec and Forestry (remote)  
Lisa Remiker-DeWall, Finance Director  
Jeremy Slotke, Police Chief Interim for Fox Valley Metro

OTHERS PRESENT: None.

EXCUSED: Jessica Titel, Community Development Director  
Robert Givens, Public Works Director  
Matthew Woicek, Assistant Public Works Director  
Megan Kloeckner, Library Director  
Nicole Ryerson, Clerk

**Public Appearance for Items Not on the Agenda:** None

### **Consent Agenda**

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

1. Disbursement List
2. Approval of the Minutes of December 17, 2025
3. Approval of the Amended Minutes of December 29, 2025

*Moved by Trustee L. Van Lankvelt, seconded by Trustee Brian Van Lankveldt to Approve the Consent Agenda as presented.*

Ayes 7, Nays 0 – Motion Carried

### **Discussion/Action— Heesakker Park Pavillion Design and Engineering Services RFP Draft Review**

*Administrator Bernhoft gave an overview. Moved by Trustee Harlow, seconded by Trustee Sprangers to approve RFP as presented.*

Ayes 5, Nays 2 (Vanden Berg & Peterson opposed) – Motion Carried

### **Department and Officer Progress Reports**

Department and Officer Progress Reports were presented.

### **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 require a closed session. *Fox Valley Metro Dissolution Update.*

*Moved by Trustee Peterson, Seconded by Trustee Van Deurzen to enter closed session at 6:07 p.m. President Vanden Berg invited to the closed session with the Village Board: Administrator Bernhoft, Finance Director Remiker-DeWall, and Interim Police Chief Jeremy Slotke.*

Ayes 7, Nays 0 – Motion Carried

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

*Moved by Trustee Peterson, Seconded by Trustee Van Deurzen to enter closed session. President Vanden Berg invited to the closed session with the Village Board: Administrator Bernhoft.*

Ayes 7, Nays 0 – Motion Carried

### Return to Open Session

*Moved by Trustee Van Deurzen, Seconded by Peterson to return into open session at 8:44 p.m.*

Ayes 7, Nays 0 – Motion Carried

### Discussion/ Action – Village Administrator Performance Evaluation

*Moved by Peterson, Seconded by Peterson to approve the administrator step increase and COLA for 1/1/2026.*

Ayes 7, Nays 0 – Motion Carried

### Adjournment

*Moved by Trustee Don Van Deurzen, seconded by Trustee Peterson to adjourn the Regular Board Meeting at 8:44 p.m.*

Ayes 7, Nays 0 – Motion Carried

## VILLAGE OF LITTLE CHUTE

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

Attest: \_\_\_\_\_  
Nicole Ryerson, Village Clerk

## MINUTES OF THE REGULAR BOARD MEETING OF JANUARY 21, 2026

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  
Rosie Sprangers, Trustee  
Brian Van Lankveldt, Trustee

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

DEPARTMENT HEADS PRESENT:

Beau Bernhoft, Administrator  
John McDonald, Director of Parks, Rec and Forestry  
Lisa Remiker-DeWall, Finance Director  
Jeremy Slotke, Police Chief Interim for Fox Valley Metro  
Jessica Titel, Community Development Director  
Robert Givens, Public Works Director  
Megan Kloeckner, Library Director  
Nicole Ryerson, Clerk  
Penney Mack, Deputy Finance Director & Human Resource Manager (virtual)

OTHERS PRESENT: Susan Steeno, resident at 612 W Elm Dr

**Public Appearance for Items Not on the Agenda:** Steeno addressed the Board with her safety concerns and suggestions for Freedom Rd between I-41 and Elm Dr. Steeno felt the speed limit should be dropped from 35 mph to 25 mph on that section and that there should be a turn signal on the intersection stop light.

### **Consent Agenda**

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

1. Disbursement List
2. Approval of the Minutes of January 7, 2026
3. Adopt Resolution No.1, Series 2026 – REO Builders Certified Survey Map (303/305 Founders Way)
4. Adopt Resolution No.2, Series 2026 – Wittmann Certified Survey Map (613/615 Hammen Court)

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

### **Discussion/Action – Adopt a Launch – Fox Wolf Watershed Alliance**

*McDonald gave an overview. Moved by Brian Van Lankveldt, seconded by Trustee Sprangers to approve as presented.*

Ayes 7, Nays 0 – Motion Carried

### **Personnel Manual Amendment – Personal Appearance and Dress Code**

Bernhoft presented proposed handbook updates including a dress for day policy. Bernhoft stated it would have minimal impact, clearly defined what could and could not be worn and that it was a policy adopted by other municipalities.

*Moved by Trustee Harlow, seconded by Trustee Peterson to Approve Personnel Manual Amendment as presented.*

Ayes 7, Nays 0 – Motion Carried

### **Discussion/Action – Set public hearing for Water Supply Service Plan on March 4, 2026**

*Moved by Trustee Sprangers, seconded by Trustee L. Van Lankvelt to set public hearing for Water Supply Service Plan on March 4, 2026.*

Ayes 7, Nays 0 – Motion Carried

### **Department and Officer Progress Reports**

Department and Officer Progress Reports were presented.

### **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 require a closed session. *Economic Development Items*

*Moved by Trustee Brian Van Lankveldt, Seconded by Trustee Sprangers to enter closed session at 6:18 p.m. President Vanden Berg invited to the closed session with the Village Board: Administrator Bernhoft, Finance Director Remiker-DeWall, and Community Development Director Jessica Titel.*

Ayes 7, Nays 0 – Motion Carried

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

*Moved by Trustee Brian Van Lankveldt, Seconded by Trustee Sprangers to enter closed session. President Vanden Berg invited to the closed session with the Village Board: Administrator Bernhoft & Director Remiker-DeWall.*

Ayes 7, Nays 0 – Motion Carried

### **Return to Open Session & Adjournment**

*Moved by Trustee Harlow, Seconded by Trustee Brian Van Lankveldt to return to open session and to adjourn the Regular Board Meeting at 6:56 p.m.*

Ayes 7, Nays 0 – Motion Carried

No action was taken on the Romenesko Development Agreement.

## **VILLAGE OF LITTLE CHUTE**

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

Attest: \_\_\_\_\_  
Nicole Ryerson, Village Clerk





## Item For Consideration

**For Board Review On:** February 4, 2026  
**Agenda Item Topic:** New Retail Alcohol License

**Prepared On:** January 27, 2026  
**Prepared By:** Clerk's Office

### Report:

Combination "Class A" Retail Alcohol License application for PNB LLC d/b/a Little Chute BP at 2051 E. Main St, Little Chute. Agent: Nawa Subedi.

### Fiscal Impact:

None.

### Recommendation/Board Action:

All requirements for this Combination "Class A" Retail Alcohol License (Beer/Liquor) have been initiated including: background check submitted on December 30, 2025, prorated fees were paid in full, and the required notice was posted in the Times Villager on January 7, 2026. Before the license for PNB LLC will be issued, the background check will be reviewed in the Clerk's Office and the current license issued at this premise will be surrendered .

Therefore, staff is recommending the Board approval of PNB LLC's application as presented.

### Respectfully Submitted,

Nicole Ryerson  
Village Clerk

Save

Print

Clear

Form  
AB-200Alcohol Beverage License  
Application

For Municipal Use Only	
Municipality	L.C.
License Period	2/4/26 - 6/30/26

License(s) Requested: (up to two boxes may be checked)

- ☒ Class "A" Beer ..... \$ ..... 
 ☐ Class "B" Beer ..... \$ ..... 
 ☒ "Class A" Liquor ..... \$ ..... 
 ☐ "Class B" Liquor ..... \$ ..... 
 ☐ "Class A" Liquor (cider only) \$ ..... 
 ☐ Reserve "Class B" Liquor \$ ..... 
 ☐ "Class C" Liquor (wine only) \$ .....

Fees	
License Fees	\$ 225
Background Check Fee	\$
Publication Fee	\$ 25
<b>Total Fees</b>	<b>\$ 250</b>

(Proctor)

## Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)

PNB LLC

2. Business Trade Name or DBA

Little Chute BP

3. FEIN

47-1176705

4. Wisconsin Seller's Permit Number

456-1028535729-02

5. Entity Type (check one)

☐ Sole Proprietor 
 ☐ Partnership 
 ☒ Limited Liability Company 
 ☐ Corporation 
 ☐ Nonprofit Organization
 

6. State of Organization

WI

7. Date of Organization

06/24/2014

8. Wisconsin DFI Registration Number

P063766

9. Premises Address

2051 E Main St

10. City

Little Chute

11. State

WI

12. Zip Code

54130

13. County

Outagamie

 14. Governing Municipality: ☐ City ☐ Town ☒ Village  
 of: Little Chute

15. Aldermanic District

16. Premises Phone

920-809-5517

17. Premises Email

pnbbllc@gmail.com

18. Website

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

The premises is a gas station located at 2051 E Main St, WI 54130 and includes the only first floor with the back storage room, office,

20. Mailing Address (if different from premises address)

3045 Winnipeg St

21. City

Menasha

22. State

WI

23. Zip Code

54952

## Part B: Questions

 1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

# STATE OF WISCONSIN AFFIDAVIT OF PUBLICATION

January 7, 2026  
VILLAGE OF LITTLE CHUTE  
OUTAGAMIE COUNTY  
LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the following Alcohol Beverage application is on file in the office of the Village Clerk. Said application will be presented to the Board of Trustees for approval at their Regular Board meeting of January 7, 2026, and, if approved, issued for the period of January 7 – June 30, 2026

**CLASS "A" FERMENTED MALT BEVERAGE AND "CLASS A" LIQUOR LICENSE**

PNB LLC	Little Chute BP
3045 Winnipeg St, Menasha	2051 E. Main St, Little Chute
Agent: Nawa Subedi	

WNAXLP

CHAD BREWER  
Notary Public  
State of Wisconsin

Laurie Hammen

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

01/07/2026

SIGNED

DATED

Laurie A. Hammen  
01/08/2026

[Signature]  
Notary Public, State of Wisconsin

My Commission Expires

4/27/2027

# of Lines

17

# of Weeks Published

1

Publication Fee \$

23.41

Proof of Publication \$

1.00

Total \$

24.41



## Item For Consideration

**For Board Review On:** February 4, 2026  
**Agenda Item Topic:** New Retail Alcohol License

**Prepared On:** January 30, 2026  
**Prepared By:** Clerk's Office

### **Report:**

Walgreens has requested a Change of Agent: Aurora Pagel.

### **Fiscal Impact:**

None.

### **Recommendation/Board Action:**

All requirements for this Change of Agent for Municipal Retail License have been initiated: background check submitted on January 30, 2026 and fees were paid. There is no waiting period nor publication requirement for successor agent approvals (Per Department of Revenue's Publication 309 on March 2025).

Therefore, staff is recommending the approval of successor agent.

### **Respectfully Submitted,**

Nicole Ryerson  
Village Clerk

Alcohol Beverage  
Appointment of AgentDate  
12-18-25

## Agent Type (check one)

- ☐
- Original (no fee)
- ☒
- Successor (\$10 fee for municipal licensees only)

## Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Walgreen Co.

2. Business Trade Name or DBA

Walgreen Co dba Walgreens #09682

3. Entity Type (check one)

- ☐
- Limited Liability Company
- ☒
- Corporation
- ☐
- Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

- ☒
- Municipal Retail License
- ☐
- State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

2010-2011ALB-5

6. Describe the reason for appointing a successor agent, if successor is checked above.

New Agent. Old Agent is not with the company anymore

## Part B: Agent Information

1. Last Name

Pagel

2. First Name

Aurora

3. M.I.

N

4. Email

mgr.09682@store.walgreens.com

5. Phone

920-687-6193

6. Home Address

1502 E Wisconsin Ave

7. City

Appleton

8. State

WI

9. Zip Code

54911

10. Age

22

11. Drivers License/State ID Number

P240-0140-3604-00

12. Drivers License/State ID State of Issuance

Wisconsin

## Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ..... ☒ Yes ☐ No  
Submit proof of completion.
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire? ..... ☒ Yes ☐ No  
Submit a completed Form AB-100 with this form.
3. Have you been a Wisconsin resident for at least 90 continuous days? ..... ☒ Yes ☐ No  
See instructions for exceptions.

Continued →





<b>Office Use Only</b>	
Date Submitted	1.28.26
Permit Fee Paid	\$25
\$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	Jessica	Last Name	Decet
Phone	(920 ) 268-8809	Email	jltamulion@gmail.com
Address (individual or business)	3307 Eiler Rd		
City	De Pere	State	WI ZIP Code 54115

### ORGANIZATION INFORMATION

Organization's Name	Fox Family Endurance Events Inc		
Organization's Phone	(920)268-8809	Organization's Email	
Organization's Address (individual or business)	3307 Eiler Rd		
City	De Pere	State	WI ZIP Code 54115
Applicant's Relationship to Organization	President		

### EVENT INFORMATION

Name of Event	Fox Heritage Run		
Event Location	Kaukauna/Little Chute - See race course map attached		
Event Date (list each date if it's a multi-day event)	5/1/2026 (2pm-7pm) 5/2/2026 (6am-11am)		
Event Set Up Time	2pm on 5/1/2026	Event End Time	11am on 5/2/2026
Total Anticipated Attendance	250		

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

Fox Heritage Run is a unique and rewarding 8K running race that winds along the Fox River and over the beautiful Nelson Family Heritage Crossing. This race is a great way to challenge yourself, enjoy a beautiful trail system, AND see some of the best views in two amazing communities!

The race course starts in the heart of Kaukauna, winds along the Fox River, and then crosses the Nelson Family Heritage Crossing into Little Chute. Participants will then enjoy a portion of Heesakker Park trails, a few road miles in Little Chute and Kaukauna, and finally loop back into downtown Kaukauna. We will also offer a 0.5K and 1K for kids 12 years old or younger. We will be charging each participant a registration fee

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
	Bathrooms open at			
	Heesakker Park			

(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 Jessica Decet

Applicant - Signature






Date 8/21/2026

#### 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	0	\$		\$	\$
Parks, Recreation, & Forestry	0	\$ 0		\$	\$
Public Works		\$		\$	\$
TOTAL	0	\$		\$	\$
EVENT TOTAL TO BE BILLED	\$ 0				

#### FOR OFFICE USE ONLY

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

Approved By Village Board

VILLAGE PRESIDENT – PRINT

SIGNATURE

DATE

# APPLICANT CHECKLIST

## PARKS, RECREATION, & FORESTRY – (920) 423-3869

- |   | Yes                      | No                       | Action to be taken by applicant:  |
|---|--------------------------|--------------------------|---|
| 1. If the event will be in a park have you reserved the park and/or the park shelter? | <input type="checkbox"/> | <input type="checkbox"/> | If no, please contact the Parks, Recreation, & Forestry Department to rent the facilities |
| 2. Will you have live music or a DJ?  | <input type="checkbox"/> | <input type="checkbox"/> | If yes, you will need to fill out an amplified device permit                              |
| 3. Will you be setting up tents, inflatables, or other items within the Village Park? | <input type="checkbox"/> | <input type="checkbox"/> | If yes, contact the Parks, Recreation, & Forestry Department                              |
| 4. Will you have alcohol within a Village Park?                                       | <input type="checkbox"/> | <input type="checkbox"/> | If yes, fill out an alcohol permit  |

## DEPARTMENT OF PUBLIC WORKS – (920) 423-3865

- |  | Yes                      | No                       | Action to be taken by applicant:   |
|--|--------------------------|--------------------------|--|
| 1. Are you requesting street closure?<br>Name of barricade company _____   | <input type="checkbox"/> | <input type="checkbox"/> | If yes, your barricade contract provider will be required to submit a Traffic Control Plan to the Department of Public Works |
| 2. If you will be utilizing Village streets, did you include a detailed map/diagram of the event location and route with your application? | <input type="checkbox"/> | <input type="checkbox"/> | If yes, be sure the event map/diagram is detailed, including showing all turns and the number of Traffic lanes to be used    |

## FOX VALLEY METRO POLICE DEPARTMENT – (920) 788-7505

- |   | Yes                                 | No                       | Action to be taken by applicant:           |
|---|-------------------------------------|--------------------------|--|
| 1. Do you have an emergency response plan?              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | If no, contact FVMPD for assistance        |
| 2. Are you requesting any special parking restrictions? | <input type="checkbox"/>            | <input type="checkbox"/> | If yes, contact FVMPD for more information |

## VOLUNTEER FIRE/EMS – (920) 788-7399

- |  | Yes                      | No                       | Action to be taken by applicant:                  |
|--|--------------------------|--------------------------|---|
| 1. Are you requesting Fire Department to be at your Event? | <input type="checkbox"/> | <input type="checkbox"/> | If no, contact the Fire Department for assistance |

## VILLAGE CLERK'S OFFICE – (920) 423-3851

- |  | Yes                      | No                       | Action to be taken by applicant:                                      |
|--|--------------------------|--------------------------|---|
| 1. Will alcoholic beverages be served/sold at the event? | <input type="checkbox"/> | <input type="checkbox"/> | If yes, contact the Clerk's Office for assistance                     |
| 2. Will fireworks/pyrotechnics be used during the event? | <input type="checkbox"/> | <input type="checkbox"/> | If yes, contact the Clerk's Office for assistance                     |
| 3. Will you be selling or serving food?                  | <input type="checkbox"/> | <input type="checkbox"/> | If yes, contact the Outagamie County Health Department (920) 832-5100 |



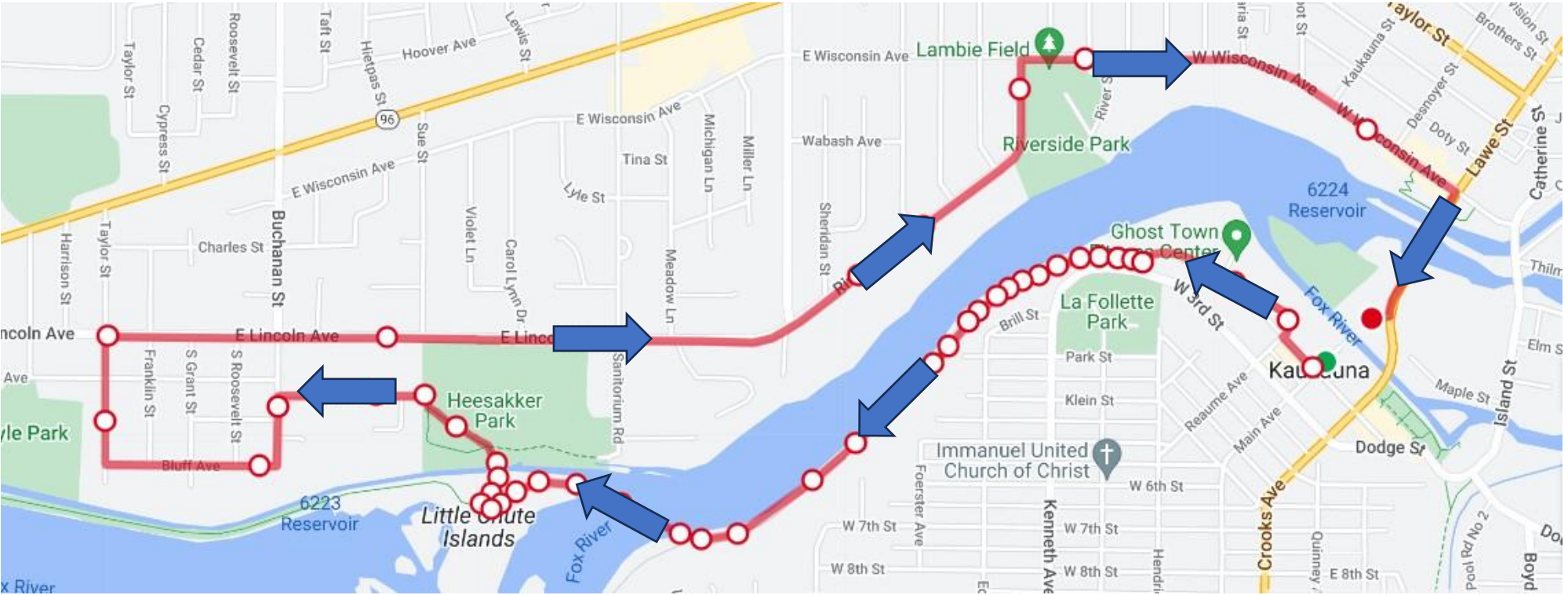
THE

*Fox Heritage*

8K  
RUN



Fox Heritage Run Route





Fox Heritage Run and Fox Firecracker 5K and Kids Run coming soon... with your help!

Hello,

My name is Jessica Decet, President of Fox Family Endurance Events, Inc, a local 501(c)3 organization. Our team is working hard this year to bring the 3<sup>rd</sup> Annual Fox Heritage Run and 19<sup>th</sup> Annual Fox Firecracker 5K and Kids Run to the running/walking community, the neighborhoods of Little Chute and Kaukauna, to businesses like yours, and to the entire Fox Valley area on May 2 and July 4, respectively.

Bridging two communities together, the Fox Heritage Run is a rewarding 8K run winding along the Fox River and over the beautiful Nelson Family Heritage Crossing, utilizing the trail system and community streets. We're making the Fox Heritage Run unique when compared with other events. We're expecting over 250 participants to attend this event, and we're so excited to have a different distance for participants to challenge themselves or incorporate into a training plan, a finisher medal and exceptional swag.

A 4<sup>th</sup> of July tradition, the Fox Firecracker 5K and Kids Run is a family-friendly yet competitive event with over 1200 participants. Kids Run participants will run/walk a ¼ mile route and receive a finisher medal when crossing the finish line. The 5K participants will take to the streets of downtown Kaukauna and enjoy the views of the Kaukauna Library, the Fox River and friendly neighborhoods. Every 5K finisher will receive a Finisher Medal and an American flag! Fourth of July celebration complete with University of Wisconsin – Madison marching band, apple pie and much more.

Over the years, proceeds of the events are given back to other 501(c)3 organizations and to the communities we partner with such as Wild & Free Rescue, City of Kaukauna Aquatic Center and Pool Campaign, bike helmets for kids, neighborhood park playground equipment, AED machine at the Kaukauna pickleball courts, tornado relief – planting trees in Kaukauna, Fox Cities Greenways Inc, LIVE from Hydro Park music series, etc.

But events like these can be expensive, and to make sure our operations run smoothly, and our participants receive the best experience possible, we need your help. With venue and equipment rental, post-race food, water, event timing, permits, and more, a sponsorship from your organization will bring us closer to having the perfect events.

Please see the attached sponsorship matrix and the perks you will receive in exchange for your sponsorship to one or both events.

- Fox Firecracker 5K and Kids Run - July 4, 2026
- Fox Heritage Run - May 2, 2026
- Fox Firecracker 5K and Kids Run (7/4/2026) AND Fox Heritage Run (5/2/2026)

Please contact us at 920-268-8809 or [jltamulion@gmail.com](mailto:jltamulion@gmail.com) to discuss our events. Thank you for your time and consideration. I look forward to hearing from you.

Sincerely,

Jessica Decet

President - Fox Family Endurance Events, Inc

Race Director – Fox Heritage Run & Fox Firecracker 5K and Kids Run

920-268-8809

[jltamulion@gmail.com](mailto:jltamulion@gmail.com)



# Fox Family Endurance Events, Inc

## 2026 Sponsorship Levels



Thank you for being a part of this community! We are a local 501(c)3 non-profit organization hosting running events such as the Fox Heritage Run and Fox Firecracker 5K and Kids Run in the Kaukauna & Little Chute area. Your business is essential to this area and want to partner with you to promote your business in this beautiful area!

### Fox Firecracker 5K and Kids Run Only:

Sponsorship Levels and Benefits	Presenting \$5,000	Platinum \$3,000	Gold \$1,000	Silver \$700	Bronze \$500
Logo on website and registration site	X	X	X	X	X
Recognition back of t-shirt	X	X	X	X	X
Recognition on social media page	X	X	X	X	X
Recognition on printed materials	X	X	X	X	X
Recognition on all emails	X	X	X	X	
Race Discounts - \$ off	X	X	X		
Free Race registrations	X	X			
3' x 3' Banner displayed on starting arch	X				
Company name part of event logo	X				

### Fox Heritage Run Only:

Sponsorship Levels and Benefits	Presenting \$4,000	Platinum \$2,000	Gold \$1,000	Silver \$700	Bronze \$500
Logo on registration site	X	X	X	X	X
Recognition on social media page	X	X	X	X	X
Recognition on all printed materials	X	X	X	X	X
Recognition on all emails	X	X	X	X	
Race Discounts - \$ off	X	X	X		
Free Race registrations	X	X			
3'x3' Banner displayed on starting arch	X				
Company name part of event logo	X				

**Fox Firecracker 5K and Kids Run AND Fox Heritage Run:**

<b>Sponsorship Levels and Benefits</b>	<b>Presenting \$8,000</b>	<b>Platinum \$4,000</b>	<b>Gold \$1,800</b>	<b>Silver \$1,200</b>	<b>Bronze \$800</b>
Logo on registration sites and website	X	X	X	X	X
Recognition back of t-shirt	X	X	X	X	X
Recognition on social media page	X	X	X	X	X
Recognition on all printed materials	X	X	X	X	X
Recognition on all emails	X	X	X	X	
Race Discounts - \$ off	X	X	X		
Free Race registrations	X	X			
3'x3' Banner displayed on starting arch	X				
Company name part of event logos	X				

**IN-KIND Donations**

If your company would like to make a donation of a product or services, please contact Jessica Decet (race director) at 920-268-8809 or email [jltamulion@gmail.com](mailto:jltamulion@gmail.com). You/your company will receive recognition at the packet pickup and expo.

Deadline for sponsorship is **March 31, 2026**. Please provide a company logo in vector, .eps, or jpg format via email to [jltamulion@gmail.com](mailto:jltamulion@gmail.com)

Deadline: The logo and donation check must be received by March 31, 2026 to be included on the t-shirt and marketing material. If there is a problem with providing your logo in this format, please contact Jessica Decet at 920-268-8809

## **Fox Family Endurance Events, Inc 2026 Sponsorship/Donation Form**

***Business/ Sponsor Name:***

\_\_\_\_\_

***Business/ Sponsor Address:***

\_\_\_\_\_

***Contact Person's Name:***

\_\_\_\_\_

***Contact's Phone:***

\_\_\_\_\_

***Contact's Email:***

\_\_\_\_\_

***Sponsorship Event:***

\_\_\_\_\_ ***Fox Firecracker 5K and Kids Run Only***

\_\_\_\_\_ ***Fox Heritage Run Only***

\_\_\_\_\_ ***Fox Heritage Run & Fox Firecracker 5K and Kids Run***

***Sponsorship/Donation Type:***

\_\_\_\_\_ ***Presenting***      \_\_\_\_\_ ***Platinum***      \_\_\_\_\_ ***Gold***  
                 \_\_\_\_\_ ***Silver***      \_\_\_\_\_ ***Bronze***

***In-kind Donation:*** \_\_\_\_\_

***Please Make Checks payable to Fox Family Endurance Events, Inc  
Sponsorship/Donations can be mailed to:  
Fox Family Endurance Events, Inc  
3307 Eiler Rd, De Pere, WI 54115***



**Road Running Technical Council  
USA Track & Field  
Measurement Certificate**



Name of the course Fox Heritage Run Distance 8 km  
Location (state) WI (city) Kaukauna  
Type of course: Road Race  
Measuring Methods: Bicycle  
Measured By David Moore - 3112 E Edgemere Dr - Appleton, WI 54915 - (920) 840-4582 - dave.moor@yahoo.com  
Race Contact Jessica Decet - 3307 Eiler Rd., De Pere, WI 54115 - 920-268-8809 - jtamulion@gmail.com  
Date(s) when course measured: 08/31/2023  
Number of measurements of entire course: 2 Course Configuration: partial loop  
Elevation (meters above sea level) Start 200.00 Finish 200.00 Lowest 197 Highest 221  
Straight line distance between start and finish 144 m Drop 0.00 m/km Separation 1.80 %  
Type of surface: Paved 100 % Dirt 0 % Gravel 0 % Grass 0 % Track 0 %  
Effective date of certification: September 26, 2023 Certification code: WI23032DM

Note to Race Director: Use this Certification Code  
in all public announcements relating to your race.

## ***Be It Officially Noted That***

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If any changes are made to the course, this certification becomes void, and the course must then be recertified.

**Verification of Course ---** In the event a National Open Record is set on the course, or at the discretion of USA Track & Field, a verification measurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

***This certification expires on December 31 of the year:*** **2033**

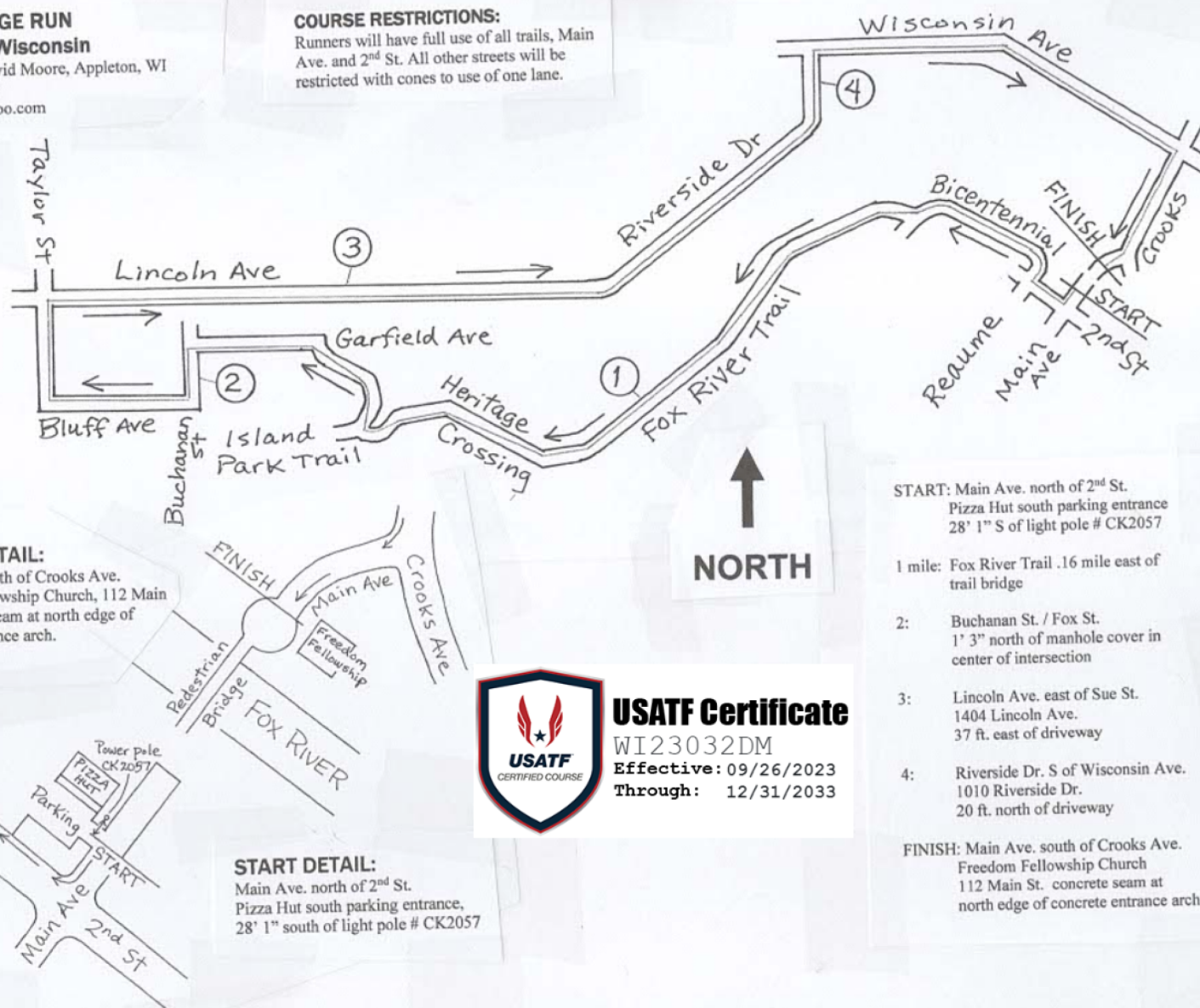
**AS NATIONALLY CERTIFIED BY:**

Date: September 26, 2023  
David Moore - USATF/RRTC Certifier - 3112 E Edgemere Dr, Appleton WI 54915  
(920) 840-4582 - dave.moor@yahoo.com



Measured by David Moore, Appleton, WI  
August 31, 2023  
dave.moore@yahoo.com

**COURSE RESTRICTIONS:**  
Runners will have full use of all trails, Main Ave. and 2<sup>nd</sup> St. All other streets will be restricted with cones to use of one lane.



Main Ave. south of Crooks Ave.  
Freedom Fellowship Church, 112 Main  
St., concrete seam at north edge of  
concrete entrance arch.

Main Ave. north of 2<sup>nd</sup> St.  
Pizza Hut south parking entrance,  
28' 1" south of light pole # CK2057

START: Main Ave. north of 2<sup>nd</sup> St.  
Pizza Hut south parking entrance  
28' 1" S of light pole # CK2057

1 mile: Fox River Trail .16 mile east of trail bridge

2: Buchanan St. / Fox St.  
1' 3" north of manhole cover in  
center of intersection

3: Lincoln Ave. east of Sue St.  
1404 Lincoln Ave.  
37 ft. east of driveway

4: Riverside Dr. S of Wisconsin Ave.  
1010 Riverside Dr.  
20 ft. north of driveway

**FINISH:** Main Ave. south of Crooks Ave.  
Freedom Fellowship Church  
112 Main St. concrete seam at  
north edge of concrete entrance arch



## USATF Certificate

WI23032DM

**Effective: 09/26/2023**

**Through:** 12/31/2033





## Item For Consideration

**For Board Review On:** February 4, 2026  
**Agenda Item Topic:** Donation

**Prepared On:** January 26, 2026  
**Prepared By:** Fire Department

**Report:** A \$5,000 donation has been granted to the Little Chute Fire Department by residents who choose to remain anonymous. The intent of the donation is to go toward the purchase of Vortex MD5 Mobile Dryer for turnout gear. The estimate for the dryer is quoted as \$6,670. The cost above \$5,000 will be covered by existing LCFD budget.

**Fiscal Impact:** The following 2026 Budget Adjustment will be needed to authorize spending.

**General Fund**

Fire Donations (Revenue)	+ \$5,000
Safety Equipment (Expense)	+ \$5,000

**Recommendation/Board Action:** The Fire Department requests approval of the 2026 Budget Adjustment to purchase gear drying equipment from the anonymous donation.

**Respectfully Submitted,**

Duane Nechodom, Chief – Little Chute Fire Department



## Item For Consideration

**For Board Review On:** February 18, 2026  
**Agenda Item Topic:** Fitness Station –  
Budget Adjustment

**Prepared On:** January 27, 2026  
**Prepared By:** DPRF

**Report:** The Community Foundation of the Fox Valley Region representing the Margaret Schwaller and Robert N. Schwaller Fund notified the Village that we are eligible to receive an annual distribution from the separate donation that they manage. Funds are to be utilized for the beautification and preservation of the wooded areas of Heesakker Park. The 2026 Funds that are available total \$12,435.

Based on discussions with representatives of the trust, direction was given to utilize the funds to replace existing fitness stations along the trail systems within Heesakker Park. Upon Village Board approval, staff will work to purchase equipment/materials in accordance with our Procurement Policy.

Upon approval, staff will work to purchase equipment/materials following Procurement of Maintenance Services/Materials Policy.

**Fiscal Impact:** The following 2026 Budget Adjustment is required:

### 2026 Budget Adjustment

#### **Special Revenue Fund – Heesakker Park**

Donations (Revenue)	+\$12,435
Equipment (Expense)	+\$12,435

**Recommendation/Board Action:** Staff request Village Board to approve the budget adjustment for Fitness Stations in Heesakker Park as presented.

**Respectfully Submitted,**

John McDonald – Parks, Recreation, & Forestry

## Tax Incremental District (TID) Termination Resolution

Village Little Chute of Little Chute TID 4 Resolution No. 3, Series of 2026  
(town, village, city) (municipality) (number) (number)

WHEREAS, the Village Little Chute of Little Chute created TID 4 on 09 19, 2007, and adopted  
(month) (day) (year)  
a project plan in the same year, and

WHEREAS, all TID 4 projects were completed in the prescribed allowed time; and:

☒ WHEREAS, sufficient increment was collected as of the 2025 tax roll, payable 2026, to cover TID 4  
(year) (year)  
project costs.

☐ WHEREAS, insufficient increment was collected to cover project costs.

THEREFORE BE IT RESOLVED, that the Village Little Chute of Little Chute terminates TID 4; and

BE IT FURTHER RESOLVED, that the Village Little Chute Clerk shall notify the Wisconsin Department of Revenue (DOR),  
within sixty (60) days of this resolution or prior to the deadline of April 15, 2026, whichever comes first, that the TID  
(year)  
has been terminated; and

BE IT FURTHER RESOLVED, that the Village Little Chute Clerk shall sign the required DOR Final Accounting Submission  
Date form (PE-223) agreeing on a date by which the Village Little Chute shall submit final accounting information to DOR;  
and:

☒ BE IT FURTHER RESOLVED, that the Village Little Chute Treasurer shall distribute any excess increment collected after  
providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares as  
determined in the final audit by the Village Little Chute's auditor, KerberRose.  
(auditor name)

☐ BE IT FURTHER RESOLVED, that the Village Little Chute of Little Chute shall accept all remaining debts for  
TID 4 as determined in the final audit by the Village Little Chute auditor, \_\_\_\_\_.  
(auditor name)

Adopted this 4 day of February, 2026  
(day) (month) (year)

Resolution introduced and adoption moved by alderperson \_\_\_\_\_ Trustee  
(name)

Motion for adoption seconded by alderperson \_\_\_\_\_ Trustee  
(name)

On roll call motion passed by a vote of \_\_\_\_\_ ayes to \_\_\_\_\_ nays  
(number) (number)

ATTEST:

\_\_\_\_\_  
(Mayor/Head of Government Signature) Michael E. Vanden Berg

\_\_\_\_\_  
(Clerk Signature) Nicole Ryerson

Under state law, (sec. [66.1105\(8\)\(c\)](#), Wis. Stats.), the municipality terminating a TID and the Wisconsin Department of Revenue (DOR) must agree on a final accounting submission date. The "Final accounting submission date" you enter on this form is the date the TID Final Accounting Report (Form PE-110) will be due.

**Instructions**

- Within 60 days of adopting a termination resolution or by April 15, whichever comes first, email [tif@wisconsin.gov](mailto:tif@wisconsin.gov):
  - Completed Form PE-223 (Section 1)
  - Municipality's adopted termination resolution
- When we receive your information, a DOR representative will approve, sign and email this form back to you
- After you receive the signed Form PE-223 from us, complete the steps in Section 2 by the final accounting submission date
- If you cannot e-file the TID Final Accounting Report (Form PE-110) by the final accounting submission date, email [tif@wisconsin.gov](mailto:tif@wisconsin.gov) to request a revised submission date. This date must be within 12 months of the termination resolution (sec. [66.1105\(6m\)\(b\)\(3\)](#), Wis. Stats.).

**Questions?** Contact us at [tif@wisconsin.gov](mailto:tif@wisconsin.gov)

Section 1: Termination Information			
Municipal and TID Information			
Taxation district (check one)	<input type="checkbox"/> Town <input checked="" type="checkbox"/> Village <input type="checkbox"/> City	County	Co-muni code
Enter municipality → Little Chute		Outagamie	44 - 146
TID number 4			
Important Dates			
Termination resolution date 02 – 04 – 2026		Date notified DOR of termination 02 – 11 – 2026	
Date notified real property lister (to remove TID number from the tax/assessment roll) 02 – 11 – 2026		Final accounting submission date (6-12 months from termination resolution date) 1 – 31 – 2027	
Clerk Information			
Name		Phone (920) 423 – 3852	
Signature		Email <a href="mailto:nicole@littlechutewi.org">nicole@littlechutewi.org</a>	
Section 2: Final Accounting Information			
Final accounting submission date: 1 – 31 – 2027			
<b>Complete the following:</b> <ol style="list-style-type: none"><li>Complete the TID Final Audit. Save a copy in the municipal TID records.</li><li>E-file the <a href="#">TID Final Accounting Report (PE-110)</a></li></ol>			
<b>Important</b> – if your municipality does not e-file Form PE-110 with DOR by the final accounting submission date (or revised submission date), DOR will not certify or redetermine any future TIDs (sec. <a href="#">66.1105(8)(d)</a> , Wis. Stats.).			

DOR Approval (for department use only)	
<input type="checkbox"/> Final accounting submission date approved	DOR name/signature

# VILLAGE OF LITTLE CHUTE

## TID #4

ACTIVITY TO DATE (Recorded in Fund 414)

REVENUES	Project Plan *	2007	2008	2009	2010	2011	2012	2013	2014	2015	ACTUAL 2016	2017	2018	2019
Tax increment		-	-	128,857	125,258	114,138	119,862	117,904	146,419	259,361	388,612	660,804	818,973	1,020,312
State Exempt computer aid		-	-	589	341	243	141	102	-	1,657	1,023	866	878	899
State Aid Personal Property		-	-	-	-	-	-	-	-	-	-	-	-	6,743
Other State Aid		-	-	-	-	-	-	-	-	-	-	-	-	-
Special assessments		-	-	-	-	-	-	-	-	-	-	-	-	-
Special assessment interest revenue 1.65%		-	-	-	-	-	-	-	-	-	-	-	-	-
Interest on investments		-	-	1,216	1,531	2,181	1,888	570	992	1,514	488	845	3,842	7,311
<b>Total Revenues</b>		-	-	130,662	127,130	116,562	121,891	118,576	147,411	262,532	390,123	662,515	823,693	1,035,265
<b>EXPENDITURES</b>														
W. Evergreen Dr (French to Holland)		-	-	-	460	2,260	-	-	-	-	-	-	36,953	1,434,903
W. Evergreen Dr (Holland to Vandenbroek)		-	-	-	-	-	-	-	-	-	-	-	-	-
W. Evergreen Dr (Vandenbroek to Freedom)		-	-	-	-	-	-	-	-	-	-	-	-	-
Cherryvale Avenue		-	-	-	-	-	-	-	-	-	-	-	600	2,264
Evergreen Drive Updated Costs	3,400,000	-	-	-	-	-	-	-	-	-	-	-	-	-
PROJECT COSTS	3,400,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Land Acquisition	4,000,000	-	-	-	-	-	-	-	4,113,996	-	-	-	-	-
Contingencies/Inflation	1,010,440	-	-	-	-	-	-	-	-	-	-	-	-	-
Planning and administration	439,000	1,000	17,685	34,066	36,592	37,057	35,335	39,158	29,686	7,926	9,260	8,034	7,607	5,854
Stormwater Improvements, Demo Costs	900,000	-	-	-	-	-	-	-	37,151	554,779	184,909	78,245	-	-
Street Lighting & Village Utility Share		-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Development Incentives</b>	3,500,000													
Development Incentives - Premier		-	-	-	-	-	-	-	-	71,169	168,587	247,442	245,025	261,237
Development Incentives - Eagle (Silverleaf)		-	-	-	-	-	-	-	-	47,333	48,225	47,405	45,239	44,773
Development Incentives - Crosswinds		-	-	-	-	-	-	-	-	-	-	-	18,702	22,638
Development Incentives - Prairewater		-	-	-	-	-	-	-	-	-	-	-	-	17,340
Development Incentive - Honor Point		-	-	-	-	-	-	-	-	-	-	-	-	-
Development Incentive - Evergreen Homes		-	-	-	-	-	-	-	-	-	-	-	-	-
Development Incentive - Better Way Invest		-	-	-	-	-	-	-	-	-	-	-	-	-
	13,249,440													
<b>TID PROJECT COSTS</b>														
<b>Debt Service</b>	2,875,974													
STF 2014 - Principal		-	-	-	-	-	-	-	-	346,186	337,662	349,816	362,059	374,731
STF 2014 - Interest		-	-	-	-	-	-	-	-	114,445	122,969	110,815	98,572	85,900
2019 GO - Principal		-	-	-	-	-	-	-	-	-	-	-	-	-
2019 GO - Interest (Premium deposit used for interest two yrs.)		-	-	-	-	-	-	-	-	-	-	-	-	-
2020 Private Placement - Principal		-	-	-	-	-	-	-	-	-	-	-	-	-
2020 Private Placement - Interest		-	-	-	-	-	-	-	-	-	-	-	-	-
2022 GO - Principal		-	-	-	-	-	-	-	-	-	-	-	-	-
2022 GO - Interest		-	-	-	-	-	-	-	-	-	-	-	-	-
Interest - interfund advances	-	-	455	152	-	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	16,125,414	1,000	18,140	34,218	37,052	39,317	35,335	39,158	4,180,833	1,141,838	871,612	841,757	814,757	2,249,640
<b>OTHER FINANCING SOURCES</b>														
Sale of Real Estate		-	-	-	-	-	-	-	649,530	115,230	485,000	325,140	-	-
Transfer In		-	-	-	-	-	-	245,248	-	-	-	-	-	-
Debt proceeds		-	-	-	-	-	-	-	3,850,000	-	-	-	-	1,383,500
Premium on Debt Issuance														2,989
<b>Total Other Financing Sources (Uses)</b>		-	-	-	-	-	-	245,248	4,499,530	115,230	485,000	325,140	-	1,386,489
<b>Excess Revenues (Expenditures)</b>		(1,000)	(18,140)	96,444	90,078	77,245	86,556	324,666	466,108	(764,076)	3,511	145,898	8,936	172,114
<b>FUND BALANCE - JAN 1</b>		-	(1,000)	(19,140)	77,304	167,382	244,627	331,183	655,849	1,121,957	357,881	361,392	507,290	516,226
<b>FUND BALANCE - DEC 31</b>		(1,000)	(19,140)	77,304	167,382	244,627	331,183	655,849	1,121,957	357,881	361,392	507,290	516,226	688,340
<b>LONG-TERM DEBT O/S</b>		-	-	-	-	-	-	-	3,850,000	3,503,814	3,166,152	2,816,336	2,454,277	3,463,045
General Fund Advance		-	18,200	-	-	-	-	-	-	-	-	-	-	-

# VILLAGE OF LITTLE CHUTE

## TID #4

ACTIVITY TO DATE (Recorded in Fund 414)

REVENUES	Project Plan *	2020	2021	2022	2023	2024	2025	PROJECTED		ACTUAL Total to Date	PROJECTED Total to Date	
								2026	2027			
Tax increment		1,335,645	1,362,454	1,312,305	1,484,312	1,730,646	1,709,527	1,726,404	-	12,835,389	14,561,793	
State Exempt computer aid		900	900	900	900	900	900	875	-	12,139	13,014	
State Aid Personal Property		7,750	8,758	7,750	7,750	7,750	7,750	7,750	-	54,251	62,001	
Other State Aid		4	-	-	-	-	48,225	48,225	-	48,229	96,454	
Special assessments		-	-	-	361,399	90,162	89,697	60,483	118,414	541,258	720,155	\$178,897 12.31.25 Balance
Special assessment interest revenue 1.65%		-	-	-	610	5,532	4,432	1,995	1,996	10,574	14,565	
Interest on investments		9,033	2,371	6,333	34,700	59,227	87,890	10,000	5,000	221,932	236,932	
<b>Total Revenues</b>		<b>1,353,332</b>	<b>1,374,483</b>	<b>1,327,288</b>	<b>1,889,671</b>	<b>1,894,217</b>	<b>1,948,421</b>	<b>1,855,732</b>	<b>125,410</b>	<b>13,723,772</b>	<b>15,704,914</b>	
<b>EXPENDITURES</b>												
W. Evergreen Dr (French to Holland)		83,448	10,875	-	-	-	-	-	-	1,568,899	1,568,899	
W. Evergreen Dr (Holland to Vandenbroek)		-	-	-	-	-	-	-	-	-	-	
W. Evergreen Dr (Vandenbroek to Freedom)		-	-	-	-	-	-	-	-	-	-	
Cherryvale Avenue		4,696	16,664	902,480	-	-	-	-	-	926,704	926,704	
Evergreen Drive Updated Costs	3,400,000	-	-	-	-	-	-	-	-	-	-	
PROJECT COSTS	3,400,000	-	-	-	-	-	-	-	-	-	-	
Land Acquisition	4,000,000	-	-	-	-	-	-	-	-	4,113,996	4,113,996	
Contingencies/Inflation	1,010,440	-	-	-	-	-	-	-	-	-	-	
Planning and administration	439,000	23,487	19,292	18,447	17,120	8,104	6,276	6,903	25,000	361,986	393,889	Final TID audit/escrow
Stormwater Improvements, Demo Costs	900,000	4,907	-	-	-	-	-	-	-	859,991	859,991	
Street Lighting & Village Utility Share		-	-	-	-	-	-	-	-	-	-	
Development Incentives	3,500,000											
Development Incentives - Premier		255,765	255,453	63,412	-	-	-	-	-	1,568,090	1,568,090	Fully paid 3/22
Development Incentives - Eagle (Silverleaf)		41,345	25,680	-	-	-	-	-	-	300,000	300,000	Fully paid 3/21
Development Incentives - Crosswinds		386,998	443,919	441,660	444,856	460,584	472,290	480,000	485,000	2,691,647	3,656,647	70% increment through 2027
Development Incentives - Prairewater		57,965	57,895	54,947	55,269	57,153	58,197	59,200	60,200	358,766	478,166	35% increment through 2027
Development Incentive - Honor Point		37,014	36,971	35,275	35,478	26,062	-	-	-	170,800	170,800	Fuly paid 9/24
Development Incentive - Evergreen Homes		-	-	-	53,601	55,429	56,444	57,500	70,286	165,474	293,260	\$293,620 Max Incentive
Development Incentive - Better Way Invest		-	-	-	-	170,460	173,663	177,000	1,370,057	344,123	1,891,180	\$1,891,180 Max Incentive
TID PROJECT COSTS	13,249,440											
												Actual to Date 13,430,476
												Projected 16,221,622
												% of Project Plan 101%
												122%
<b>Debt Service</b>	2,875,974											
STF 2014 - Principal		387,648	-	-	-	-	-	-	-	2,158,102	2,158,102	30% audit completed 12/31/19
STF 2014 - Interest		72,983	-	-	-	-	-	-	-	605,684	605,684	100% audit complited 12/31/22
2019 GO - Principal		100,000	125,000	145,000	145,000	145,000	145,000	145,000	433,500	805,000	1,383,500	
2019 GO - Interest (Premium deposit used for interest two yrs.)		-	-	34,037	29,688	25,338	20,988	16,638	23,812	110,051	150,501	
2020 Private Placement - Principal		-	429,000	433,000	438,000	442,000	-	-	-	1,742,000	1,742,000	
2020 Private Placement - Interest		-	15,018	10,530	6,500	2,210	-	-	-	34,258	34,258	
2022 GO - Principal		-	-	-	-	-	-	-	-	-	-	
2022 GO - Interest		-	-	-	-	-	-	-	-	-	-	
Interest - interfund advances	-	-	-	1,800	3,150	-	-	-	-	5,557	5,557	
<b>Total Expenditures</b>	<b>16,125,414</b>	<b>1,456,256</b>	<b>1,435,767</b>	<b>2,140,588</b>	<b>1,228,662</b>	<b>1,392,340</b>	<b>932,858</b>	<b>942,241</b>	<b>2,467,855</b>	<b>18,891,128</b>	<b>22,301,224</b>	
<b>OTHER FINANCING SOURCES</b>												
Sale of Real Estate		200,155	-	-	-	-	-	-	-	1,775,055	1,775,055	
Transfer In		-	-	-	-	-	-	-	-	245,248	245,248	
Debt proceeds		-	-	-	-	-	-	-	-	5,233,500	5,233,500	
Premium on Debt Issuance		-	-	-	-	-	-	-	-	2,989	2,989	
<b>Total Other Financing Sources (Uses)</b>		<b>200,155</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>7,256,792</b>	<b>7,256,792</b>	
<b>Excess Revenues (Expenditures)</b>		<b>97,231</b>	<b>(61,284)</b>	<b>(813,300)</b>	<b>661,009</b>	<b>501,877</b>	<b>1,015,563</b>	<b>913,491</b>	<b>(2,342,445)</b>	<b>2,089,436</b>	<b>660,482</b>	
<b>FUND BALANCE - JAN 1</b>		<b>688,340</b>	<b>785,571</b>	<b>724,287</b>	<b>(89,013)</b>	<b>571,996</b>	<b>1,073,873</b>	<b>2,089,436</b>	<b>3,002,927</b>	<b>-</b>	<b>-</b>	
<b>FUND BALANCE - DEC 31</b>		<b>785,571</b>	<b>724,287</b>	<b>(89,013)</b>	<b>571,996</b>	<b>1,073,873</b>	<b>2,089,436</b>	<b>3,002,927</b>	<b>660,482</b>	<b>2,089,436</b>	<b>660,482</b>	
<b>LONG-TERM DEBT O/S</b>		<b>3,025,500</b>	<b>2,471,500</b>	<b>1,893,500</b>	<b>1,310,500</b>	<b>723,500</b>	<b>578,500</b>	<b>433,500</b>	<b>-</b>			
General Fund Advance		-	-	180,000	-	-	-	-	-			

TID 4 Summary to Project Plan, TID 4 Financial

2019 GO 578,500  
2020 Private Placement -  
578,500  
Agrees to  
Debt Schedule  
Tab



## Item For Consideration

**For Board Review On:** Wednesday, February 4, 2026

**Agenda Item Topic:** Special Event LCASD -  
Sport Send Off

**Prepared On:** January 30, 2026

**Prepared By:** DPRF

**Report:** Staff have received a request from the Little Chute Area School District to host a State send-off processional for the Dance team pm Thursday, February 5<sup>th</sup>.

Metro and administration have reviewed and approved route. Special Event Permit request and map are attached for reference.

**Fiscal:** None at this time.

**Recommendation/Committee Action:** Staff are requesting that Village Board approve the Little Chute High School Special Event Permit as presented.

**Respectfully Submitted,**

**John McDonald**  
**Parks, Recreation, & Forestry Director**

**SCHUMACHER BUSINESS PARK CONDOMINIUMS  
DEVELOPMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into this 4<sup>th</sup> day of February, 2026 by and between the Village of Little Chute ("VILLAGE"), Outagamie County, Wisconsin, a municipal corporation of the State of Wisconsin and ROMENESKO DEVELOPMENT, INC. ("DEVELOPER"), the owner and DEVELOPER of property lying within the village of Little Chute:

**WHEREAS**, Sections 42-8 and 42-91 of the Little Chute Municipal Code provides for the installation of required improvements in new condominium developments; and

**WHEREAS**, the DEVELOPER has proposed to develop Schumacher Business Park Condominiums on property within the corporate limits of the Village described in EXHIBIT A attached hereto; and

**WHEREAS**, the DEVELOPER proposes to construct an 18-unit condominium development with 9 duplex buildings ("PROJECT") in accordance with the approved site plan as attached in EXHIBIT B; and

**WHEREAS**, the Village and the DEVELOPER, for their mutual benefit, have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the proposed development;

**NOW, THEREFORE**, in consideration of the recitals, the terms and conditions contained in this AGREEMENT, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

**I. AGREEMENT PRECONDITIONS**

The following are preconditions to the responsibilities of the DEVELOPER under this AGREEMENT:

- A. **Creation of Certified Survey Map and/or Condominium Plat.** The DEVELOPER shall produce and gain approval from the VILLAGE of a certified survey map or condominium plat that will reconfigure the property and define the development property so as to enable the development provided for in this AGREEMENT.
- B. **Approval of Site Plan.** The DEVELOPER shall submit to the VILLAGE, and obtain approval of, the site plan illustrating the use of the development property.

**II. CONSTRUCTION OF PUBLIC IMPROVEMENTS – WATER MAIN**

- A. **Developer Responsibilities.** The DEVELOPER shall be responsible, at its own cost, for the installation of the following:
  - 1. Public WATER MAIN, valves, hydrant, hydrant leads, fittings, facilities, appurtenances and water service (herein collectively referred to as "WATER SYSTEM") which will be owned by the VILLAGE upon final approval of the installation by the VILLAGE;
  - 2. All other utilities and infrastructure required for development not specifically set forth in this AGREEMENT, will be privately owned infrastructure owned by the DEVELOPER and ultimately the Condominium Owners, and the DEVELOPER and Condominium Owners shall remain responsible for the maintenance, repair, and replacement for all utilities and infrastructure other than the WATER SYSTEM.
  - 3. To the extent, if any, DEVELOPER, or subsequent Condominium Owners, fail to fulfil their



responsibilities herein, the VILLAGE is granted the right, but not the obligation, to perform such obligations of DEVELOPER and/or Condominium Owners, which the VILLAGE deems reasonable or necessary, and upon doing so, the DEVELOPER and/or Condominium Owners will be liable for all costs and expenses incurred for doing so by the VILLAGE which may be assessed by the VILLAGE against the property of this Development as a Special Charge for Services under either section 66.0629 or section 66.0701 or section 66.0703 Wisconsin Statutes pursuant to which all notice, hearing, and special statutory procedures by the DEVELOPER and Condominium Owners are hereby waived.

- B. **DEVELOPER to obtain permits.** The DEVELOPER shall obtain all required permits before construction, and pay the Permit Fees and Heart of the Valley Metropolitan Sewerage District fees as shown on EXHIBIT C. The improvements to be constructed upon the development property by DEVELOPER and their uses shall be in compliance with all applicable municipal zoning and building ordinances of the VILLAGE, and comply with state and federal standards where applicable. The AGREEMENT does not obligate the VILLAGE to grant variances, exceptions or conditional use permits or to grant any other approval of the site plan nor any amendments thereto. Notwithstanding the foregoing, the VILLAGE shall not unreasonably withhold approval.
- C. **Standards for Construction.** DEVELOPER shall provide the Village with all the product/material submittals, and receive approval, for all water system components prior to any installation. DEVELOPER shall assure that the WATER MAIN is constructed in a good and workmanlike manner and consistent with prevailing industry standards for high quality construction in the area of the VILLAGE. DEVELOPER shall perform all work in compliance with applicable laws, regulations, Village specifications, ordinances and permits and DEVELOPER shall at its own cost and expense obtain all necessary permits and licenses required, therefore.
- D. **Water System.** DEVELOPER shall provide for the extension of the public WATER SYSTEM in accordance with the Site Development Plan approved by the VILLAGE and regulatory agencies by laying the WATER MAIN in recordable permanent public easement, granted by the DEVELOPER to the VILLAGE as directed by the VILLAGE Engineer and shown on the plans. Construction of the WATER SYSTEM, shall be inspected by a representative of the VILLAGE. Inspection costs shall be billed to the DEVELOPER for which payment is due within ten (10) days from receipt. Trench compaction is required during the installation of all VILLAGE owned and non-owned utilities. DEVELOPER shall provide trench compaction test results completed by a certified third party and approved by the Village. DEVELOPER shall provide design and as-built CAD files of the public infrastructure to the VILLAGE. The DEVELOPER agrees to loop the WATER MAIN from the connection at Patriot Drive to the existing public main in Founders Estates Subdivision. Upon final acceptance of the water system by the VILLAGE, all building sites shall be subject to all water service charges in the same amount and collected in the same manner as are the water service charges for all other parts of the VILLAGE served by VILLAGE water.
- E. **Easement.** DEVELOPER shall prepare a recordable easement for the WATER MAIN for VILLAGE review and approval. Easement shall be a minimum of 25-feet in width and allow VILLAGE access for maintenance, repairs, and replacement of the WATER SYSTEM and shut off valves. The VILLAGE-approved Easement shall be recorded by DEVELOPER with the Outagamie County Register of Deeds prior to commencement of construction.
- F. **Final Invoices and Construction Costs Required.** The DEVELOPER shall provide the VILLAGE with detailed invoices of all construction, engineering and administrative costs incurred by the DEVELOPER for the installation of the public WATER MAIN within 60 days of installation of these items

or no later than December 31, 2026, whichever is sooner. The DEVELOPER shall also provide lien waivers to the VILLAGE within 60 days of the installation of these items or no later than December 31, 2026, whichever is sooner. The VILLAGE will not accept any WATER SYSTEM until these items are submitted, reviewed and approved. The VILLAGE will not reimburse DEVELOER for any of these costs incurred by the DEVELOPER, including by not limited to the WATER SYSTEM costs.

- G. **Acceptance of Public Water System.** Preliminary acceptance of the Public Water System will be granted when the WATER SYSTEM have been installed, water has been sampled and tested, and all punch list items have been corrected by the DEVELOPER and approved by the VILLAGE. CAD files for all public infrastructure shall be provided to the VILLAGE. Final acceptance of the WATER MAIN will be granted when all land disturbing activities have been completed, all punch list items have been corrected by the DEVELOPER and approved by the VILLAGE, and record drawings have been submitted and approved by the VILLAGE. The WATER MAIN shall not be accepted until as-built plans are submitted to the VILLAGE and all invoices have been paid for inspection of water system noted in Section II.D.
- H. **Warranty.** DEVELOPER hereby grants to the VILLAGE a one-year warranty, from the date of VILLAGE acceptance, that the public WATER MAIN be free from defects of workmanship and material, and in compliance with the approved specifications and relevant regulations as determined by the VILLAGE based upon customary industry standards and VILLAGE specifications. Official acceptance of the WATER MAIN will be approved by the Director of Public Works.
- I. **Pre-requisite to the Commencement of land disturbance activities.** The DEVELOPER shall not commence any land disturbance activities for the construction of the PROJECT unless and until:
1. this AGREEMENT is approved by the VILLAGE and executed by all parties;
  2. all plans and specifications for the PROJECT to be constructed have been approved by the VILLAGE,
  3. all approvals have been granted by the VILLAGE and/or other necessary state or local agencies,
  4. DEVELOPER has obtained all necessary licenses, certificates, approvals and permits required for the PROJECT,
  5. DEVELOPER has provided proof of all required insurances and indemnification agreements required by this AGREEMENT.
  6. All other requirements in this AGREEMENT and the ordinances of the VILLAGE (including specifically the approval of the Site Plan as required by the VILLAGE's zoning ordinance) and otherwise as required by law are fully satisfied by the DEVELOPER.
- J. **Indemnification/Insurance.** In addition to, and not to the exclusion or prejudice of, any provisions of this AGREEMENT, or any documents incorporated herein by reference, DEVELOPER shall indemnify and save harmless the VILLAGE, its officers, agents, representatives, and employees and shall defend the same, from and against any and all liabilities, claims, losses, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from, relate to, or arise in the course of, any act or failure to act by DEVELOPER, or its approved assigns, in connection with its development of the project, the development property and this AGREEMENT.

### III. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER

The DEVELOPER represents and warrants to, and covenants with, the VILLAGE as follows:

- A. **No Material Change.** All copies of documents, contracts and agreements which DEVELOPER has furnished to the VILLAGE or its agents are true and correct, and shall not be materially changed without advanced approval of the Village.
- B. **Compliance with Zoning.** DEVELOPER covenants that the development, upon completion of the project, will conform and comply in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- C. **Payment by DEVELOPER.** All work performed or materials furnished for the WATER MAIN will be initially fully paid for by DEVELOPER in compliance with all applicable laws, in a timely manner.
- D. **Certification of Facts.** No statement of fact by DEVELOPER contained in this AGREEMENT and no statement of fact furnished or to be furnished by DEVELOPER to the VILLAGE pursuant to this AGREEMENT contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- E. **Good Standing.** DEVELOPER is a limited liability company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- F. **Due Authorization.** The execution, delivery and performance of this AGREEMENT and all other AGREEMENTs requested to be executed and delivered by DEVELOPER hereunder have been duly authorized by all necessary corporate action of DEVELOPER and constitute valid and binding obligations of DEVELOPER, in accordance with their terms.
- G. **No Conflict.** The execution, delivery, and performance of DEVELOPER's obligations pursuant to this AGREEMENT will not violate or conflict with DEVELOPER's Articles of Organization or Operating AGREEMENT or any indenture, instrument or material AGREEMENT by which DEVELOPER is bound, nor will the execution, delivery, or performance of DEVELOPER's obligations pursuant to this AGREEMENT violate or conflict with any law applicable to DEVELOPER.
- H. **No Litigation.** There is no litigation or proceeding pending or threatened against or affecting DEVELOPER or the DEVELOPMENT that would adversely affect the PROJECT, DEVELOPER or the priority or enforceability of this AGREEMENT, the ability of DEVELOPER to complete the WATER MAIN or the ability of DEVELOPER to perform its obligations under this AGREEMENT.
- I. **Compliance with Laws and Codes.** DEVELOPER covenants the WATER MAIN, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the VILLAGE. DEVELOPER will at all times comply with, and will cause the Development to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- J. **Village right to inspect.** DEVELOPER shall permit VILLAGE staff and/or VILLAGE's construction consultant or inspector, at all reasonable times to inspect the WATER MAIN. Costs to perform the inspection of the water system shall be reimbursed to the VILLAGE from the DEVELOPER. VILLAGE

assumes no obligation to DEVELOPER for the sufficiency or adequacy of such inspections, it being acknowledged that such inspections are made for the sole and separate benefit of VILLAGE. The fact that VILLAGE may make such inspections shall in no way relieve DEVELOPER from its duty to independently ascertain that the construction of the WATER MAIN is being completed in accordance with the approved site plan, Village specifications and other approvals required by the VILLAGE.

- K. **Correction of Defects.** DEVELOPER shall, upon demand of VILLAGE correct any material defect, structural or otherwise, in the WATER MAIN, or any departure from the approved SITE PLAN.
- L. VILLAGE hereby represents and warrants to and covenants with the DEVELOPER as follows:
  - 1. **Good Standing.** VILLAGE is a Wisconsin municipal corporation and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
  - 2. **Due Authorization.** The VILLAGE has the power, authority and legal right to enter into all of the transactions and to perform all of the covenants and obligations required to be entered into or performed by VILLAGE under this AGREEMENT.
  - 3. **No Conflict.** The execution, delivery, and performance of VILLAGE's obligations pursuant to this AGREEMENT will not violate or conflict with any indenture, instrument or material AGREEMENT by which VILLAGE is bound, nor will the execution, delivery, or performance of VILLAGE's obligations pursuant to this AGREEMENT violate or conflict with any law applicable to VILLAGE.
  - 4. **No Litigation.** There is no litigation or proceeding pending or threatened against or affecting VILLAGE that would adversely affect the development property or the priority or enforceability of this AGREEMENT or the ability of VILLAGE to complete its obligations under this AGREEMENT.

#### IV. **MISCELLANEOUS PROVISIONS.**

- A. **Financial Interest Prohibited.** No member of the governing body or other official of the VILLAGE shall have any financial interest, direct or indirect, in this AGREEMENT, the DEVELOPMENT PROPERTY, or any contract, AGREEMENT, or other transaction contemplated to occur or be undertaken hereunder or with respect thereto, nor shall any such member of the governing body or other such official participate in any decision relating to this AGREEMENT which affects his/her personal interest or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested. No member, official, or employee of the VILLAGE shall be personally liable to the VILLAGE in the event of any default or breach by the DEVELOPER or any successor to the DEVELOPER on any obligation of the DEVELOPER under this AGREEMENT. Nothing in this paragraph shall prohibit VILLAGE officials and employees from purchasing residential property or renting a dwelling unit as could any member of the general public through arm's length transaction.
- B. **Incorporation of Attachments.** All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this AGREEMENT. The attachments consist of EXHIBITS A, B, and C.
- C. **Non-waiver of Approvals.** Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of DEVELOPER to obtain all necessary approvals, licenses, and permits from the VILLAGE in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the VILLAGE to approve or disapprove any plans and specifications, or any part thereof, or to impose limitations, restrictions, and requirements on the development,

construction, and/or use of the DEVELOPMENT PROPERTY as a condition of any such approval, license, or permit, including without limitation, requiring any and all other and further development and similar AGREEMENTs. The VILLAGE will act diligently and in good faith to review all necessary approvals, licenses, and permits duly requested by the DEVELOPER.

- D. **Time of the Essence.** Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.
- E. **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this AGREEMENT.
- F. **Delivery of Notices.** Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

1. To the VILLAGE:

VILLAGE Administrator  
VILLAGE of Little Chute  
108 West Main Street  
Little Chute, WI 54140

With a copy to:

Director of Public Works  
VILLAGE of Little Chute  
108 West Main Street  
Little Chute, WI 54140

2. To the DEVELOPER:

Romenesko Developments, Inc.  
Attn: Phil Romenesko  
1818 E. Wisconsin Avenue  
Appleton, WI 54911

3. Notice shall be deemed delivered (a) in the case of personal delivery, on the date when personally delivered; or (b) in the case of certified or registered mail, on the date when deposited in the United States mail with sufficient postage to affect such delivery.

- G. **Entire AGREEMENT.** This AGREEMENT and all other documents and AGREEMENTs expressly referred to herein contain the entire AGREEMENT between the DEVELOPER and the VILLAGE with respect to the matters set forth herein. This AGREEMENT may be modified only by a writing signed by all parties.
- H. **Law Applicable.** This AGREEMENT shall be construed in accordance with the internal laws of the State of Wisconsin.
- I. **Originals and Counterparts.** This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed to be an original.

- J. **Change to AGREEMENT.** This AGREEMENT may not be changed orally but only by AGREEMENT by the parties in writing signed by the appropriate representatives of each party and with the actual authority of each party.
- K. **Limitation on Liability of VILLAGE Officers, Agents, Employees and Representatives.** The DEVELOPER acknowledges and agrees that in carrying out any of the provisions of this AGREEMENT or in exercising any power or authority granted to them thereby, there shall be no personal liability of the VILLAGE's officers, agents, employees, or representatives, it being understood and agreed that in such matters they act as agents and representatives of the VILLAGE. Nothing herein abrogates the liability exemptions and limitations existing under sect. 893.80 Wis. Stats.
- L. **No Partnership.** This AGREEMENT specifically does not create any partnership or joint venture between the parties, or render any party liable for any debts or obligations of the other party.
- M. **Recording of AGREEMENT.** The parties hereto agree that the VILLAGE may record this AGREEMENT or a memorandum of this AGREEMENT on the record title to the Real Estate. The DEVELOPER shall upon request of the VILLAGE execute and deliver any such memorandum or other document in connection with such recording.
- N. **Consents Running with the Land.** This AGREEMENT and all consents, obligations, waivers, and other requirements of the DEVELOPER with respect to the levy of special assessments and otherwise, as set forth in this AGREEMENT, shall be deemed to be a covenant running with the land and shall be binding upon the Real Estate and any and all owners of all or any portion of the Real Estate, and their representatives, successors, and assigns.
- O. **AGREEMENT Binding.** This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors, and assigns, including but not limited to "Condominium Owners" which are entities or persons which have acquired ownership of individual condominium units, limited common area, and/or common area of the condominium property.
- P. **Severance.** In the event that one portion of this AGREEMENT, or the application of this AGREEMENT to any extent is deemed invalid or unenforceable by a court of competent jurisdiction, then (unless in the judgment of the party adversely effected thereby such provision was a material part of the consideration for their entering into this AGREEMENT, that without it they would not have entered into the AGREEMENT, or otherwise results in an unacceptable and adverse result for either party) the remainder of this AGREEMENT or the application of such provision shall be valid and enforceable to the fullest extent permitted by law.
- Q. **Third Parties.** This AGREEMENT is made for the exclusive benefit of the parties hereto and is not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this AGREEMENT shall not be deemed to have conferred any rights, expressed or implied, upon any other party.
- R. **Neutral Construction.** This AGREEMENT is the result of a negotiated AGREEMENT by parties and that prior to the execution of this AGREEMENT each party had sufficient opportunity to have review of the document by legal counsel. Nothing in this AGREEMENT shall be construed more strictly for or against either party because that party's attorney drafted this AGREEMENT or any portion thereof or attachment hereto.

In witness thereof the parties hereto have caused this AGREEMENT to be executed this 4<sup>th</sup> day of February, 2025.

VILLAGE OF LITTLE CHUTE:

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

ROMENESKO DEVELOPMENTS, INC,  
DEVELOPER:

By: \_\_\_\_\_  
Phil Romenesko, Managing Member

STATE OF WISCONSIN        )  
  ) ss.  
OUTAGAMIE COUNTY        )

Personally came before me this 4<sup>th</sup> day of February 2026, the above named Michael Vanden Berg, to me known to be the President of the VILLAGE of Little Chute, Wisconsin and the person who executed the foregoing instrument and acknowledged the same on behalf of the VILLAGE.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: 12/04/2028

STATE OF WISCONSIN        )  
  ) ss.  
OUTAGAMIE COUNTY        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, the above-named **Phil Romenesko**, to me known to be the person who executed the foregoing instrument, as the **Managing Member of Romenesko Development, Inc.** and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

### **List of Exhibits**

**Exhibit A:** Proposed Schumacher Business Park Condominium Plat and Legal Description

**Exhibit B:** Preliminary Site Plan

**Exhibit C:** VILLAGE Permit Fees and HOVMSD fees