



VILLAGE OF KIMBERLY, WI

NOTICE OF SPECIAL BOARD MEETING

DATE: Monday, June 12, 2023
TIME: 6:00pm
LOCATION: Village Hall, Rick J. Hermus Council Chambers
515 W. Kimberly Ave.
Kimberly, WI 54136

Notice is hereby given that a special Village Board meeting will be held on Monday, June 12, 2023, at the Village Hall. This is a public meeting, and the agenda is listed below.

- 1) Call to Order
- 2) Roll Call
- 3) Moment of Silent Reflection, Pledge of Allegiance
- 4) President's Remarks
- 5) Approval of Minutes from the 05/22/23 Meeting
- 6) Update on Generator Installation at Village Hall
- 7) Unfinished Business
 - a) None
- 8) New Business for Consideration and Approval
 - a) Resolution Number 6, Series of 2023 Authorizing the Issuance Of \$10,000,000 General Obligation Promissory Notes and the Issuance and Sale Of \$10,000,000 Note Anticipation Notes in Anticipation Thereof
 - b) Resolution Number 7, Series of 2023 Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$10,000,000 General Obligation Refunding Bonds
 - c) Certificate of Payment #2 for Jossart Brothers, Inc. in the amount of \$282,128.62 for the 2023 Utilities Construction of Sunset Drive
 - d) Temporary Class "B" License for Kim-Com Promotions (Firefighters for Fireworks event on July 3rd)
 - e) Temporary Class "B" License for Fox Valley Chorus of Sweet Adelines Int'l (Paperfest event July 13th -17th)
 - f) Temporary Class "B" License for Kim-Com Promotions (Sundays at the Amphitheater Concert Series)

- g) Special Event Permit Application for Krick LLC Three Rivers Roleo
- 9) Receive Minutes of various Boards and Commissions
 - a) Library Board
 - b) Water Commission
- 10) Reports
 - a) Chief of Police
 - b) Director of Public Works/Zoning Administrator
 - c) Community Enrichment Director
 - d) Library Director
 - e) Community Development Director
 - f) Administrator
 - g) Clerk-Treasurer
- 11) Public Participation
- 12) Closed Session

The board will meet in closed session per State Statute 19.85 (1) (e) to deliberate or negotiate the purchase of public property, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session and (g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or likely to become involved. *Vanden Boom Verstegen Properties LLC Developer Agreement in TID 5, Commercial Lease Agreement for 500 Moasis Drive in Village of Little Chute, and City of Kaukauna v. Heart of the Valley Municipal Sewer District.*

The Board may reconvene into open session pursuant to section 19.85(2) of the Wisconsin Statutes for possible action on the closed session matters.

- 13) Adjournment

Village Board

Jun 12, 2023, 6:00 – 7:00 PM (America/Chicago)

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**SPECIAL MEETING OF THE KIMBERLY VILLAGE BOARD
MINUTES
MAY 22, 2023**

President Kuen called the meeting to order at 6:00 pm. Appearing in person were President Kuen, Trustees Gaffney, Hietpas, Trentlage, Karner, Hammen, and Hruzek. Also present were Administrator/Community Development Director Mahoney, Clerk-Treasurer Weyenberg, Director of Public Works/Zoning Administrator Ulman, Community Enrichment Director Femal, Trevor Frank with SEH, Brad Werner with McMahon, and Assoc., one member of the media and several audience members.

President's Remarks

President Kuen wanted to remind everyone that there would be no Board meeting next Monday, in observance of Memorial Day.

Approval of Minutes from the 05-15-2023 Meeting

Trustee Hammen moved, Trustee Karner seconded the motion to approve the Village Board minutes for 05-15-2023. The motion was carried by unanimous vote of the Board.

Unfinished Business

None

New Business for Consideration and Approval:

a) Update on Village Streets and Parks Facility Project with project consultant Trevor Frank

i) Discussion and possible action on leasing commercial property to relocate the Streets and Parks operations.

Trevor Frank, with SEH gave a presentation on updates regarding the Street Facility Project. He indicated that operations were on track with the process and gave an approximate start time of March 2024. The street department will move its operations to another facility by leasing for the time needed. The office operations will temporarily move across the street to the Village Hall.

ii) Discussion and possible action on the outdoor warning siren

There was discussion on disposing of the warning siren. Since Outagamie County oversees the sirens now, more discussion on dismantling the tower will continue.

b) Update of Village Streets and Parks Facility Project Financing with Justin Fischer, Baird

i) Consider proceeding with financing for the Village Streets and Parks Facility Project

Justin Fischer, with Baird, discussed the financing of the Streets and Parks Facility Project. A discussion and proposed borrowing ensued.

c) Update on Transportation Alternatives Program Grant 4989-02-00/71 Marcella Street Trail Project

i) Consider approval of proposal for architectural historical services for an amount of \$3,292.61 with Heritage Research, LTD

Trustee Hruzek moved, Trustee Karner seconded the motion to approve the proposal for architecture historical services for \$3,292.61 with Heritage Research, LTD. The motion carried 6-1 with Kuen opposed.

ii) Consider approval of proposal for real estate acquisition services for an estimated amount of \$21,800 with Moss & Associates

Trustee Trentlage moved, Trustee Gaffney seconded the motion to approve the proposal for real estate acquisition services for an estimated amount of \$21,800 with Moss & Associates. The motion carried 6-1 with Hammen opposed.

iii) Consider approval of proposal for archaeological services for an amount of \$4,350.00 with Midwest Archaeological Consultants of \$21,800 with Moss & Associates

Trustee Trentlage moved, Trustee Gaffney seconded the motion to approve the proposal for archaeological services for an amount of \$4,350.00 with Midwest Archaeological Consultants of \$21,800 with Moss & Associates. The motion carried 6-1, with Hammen opposed.

Public Participation

There was no public participation.

Adjournment

Trustee Hammen moved, Trustee Karner seconded the motion to adjourn. The motion was carried by unanimous vote and the Board adjourned at 7:07 pm.

Jennifer Weyenberg
Clerk-Treasurer

Dated 05/30/2023.

Drafted by SKB

Approved by Village Board 06/05/2023.



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Update on Village Hall Generator Installation
REPORT PREPARED BY: Craig Gerrits
REPORT DATE: 6-6-2023
ADMINISTRATOR'S REVIEW / COMMENTS: No additional comments to this report _____MEM_____
See additional comments attached _____
Update on generator installation at Village Hall: This month we will be getting conduit run by JP Electric and gas line run by ACC. The concrete pad also will be poured by the Street Department. We are still waiting for the transfer switch from Wolter that was scheduled to be delivered June 6. We should get an update on the status of the transfer switch by June 9 and I will provide an update to the Board at the meeting. Wolter is aware of the planned installation date. The transfer switch delay may require us to reschedule the installation. If that occurs the Board will be notified. Installation is scheduled to begin on Friday, July 21, 2023 and be installed over the weekend. As a result Village Hall and the Library will be closed Friday to/through Sunday. The Fire Department will be operational and will keep trucks in the garage during this planned power outage and open doors by hand as needed. The Streets and Parks building will be open and operational. It is expected that normal operations at Village Hall and the Library will resume on Monday, July 24. Installing over a weekend minimized the days Village Hall has to be shut down and will save money on connecting to a portable generator for a day. Staff selected this weekend after reviewing the Village calendar and checking with all departments for operations and events to ensure minimal disturbances. I will be working that weekend to make sure everything is running smoothly and Greg Ulman will be on standby if Street Dept assistance is needed.
RECOMMENDED ACTION: NONE

**VILLAGE OF KIMBERLY
OUTAGAMIE COUNTY, WI**

RESOLUTION NUMBER 7, SERIES OF 2023

**RESOLUTION AUTHORIZING THE ISSUANCE AND
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO EXCEED
\$10,000,000 GENERAL OBLIGATION REFUNDING BONDS**

WHEREAS, the Village of Kimberly, Outagamie County, Wisconsin (the "Village") is issuing its Note Anticipation Notes, expected to be dated July 10, 2023 (the "Refunded Obligations") to provide interim financing for public purposes, including paying the cost of constructing and equipping a new Department of Public Works facility (the "Project");

WHEREAS, the Village Board deems it to be necessary, desirable and in the best interest of the Village to refund the Refunded Obligations (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding") for the purpose of providing permanent financing for the Project;

WHEREAS, villages are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance their outstanding obligations;

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to authorize the issuance of and to sell the general obligation refunding bonds (the "Bonds") which will refund the Refunded Obligations to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a bond purchase agreement to the Village (the "Proposal") offering to purchase the Bonds in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Bonds to the Purchaser in a timely manner, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village to delegate to the Village Administrator or the President (each, an "Authorized Officer") of the Village the authority to accept the Proposal on behalf of the Village so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Sale of the Bonds; Parameters. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the aggregate principal sum of not to exceed TEN MILLION DOLLARS (\$10,000,000) from the Purchaser upon the terms and subject to the condition set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 16 of this Resolution, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the

Purchaser for, on behalf of and in the name of the Village, the Bonds aggregating the principal amount of not to exceed TEN MILLION DOLLARS (\$10,000,000). The purchase price to be paid to the Village for the Bonds shall not be less than 97.50% of the principal amount of the Bonds and the difference between the initial public offering price of the Bonds provided by the Purchaser and the purchase price to be paid to the Village by the Purchaser shall not exceed 2.50% of the principal amount of the Bonds, with an amount not to exceed 1.25% of the principal amount of the Bonds representing the Purchaser's compensation and an amount not to exceed 1.25% of the principal amount of the Bonds representing costs of issuance, including bond insurance premium, if any, payable by the Purchaser or the Village.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of up to \$10,000,000; shall be dated as of their date of issuance (which shall be no earlier than March 1, 2024 unless the below-referenced March 1, 2044 maturity is removed from the financing); shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$800,000 per maturity or mandatory redemption amount; that a maturity or mandatory redemption payment may be eliminated if the amount of such maturity or mandatory redemption payment set forth in the schedule below is less than or equal to \$800,000; and that the aggregate principal amount of the Bonds shall not exceed \$10,000,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$10,000,000.

<u>Date</u>	<u>Principal Amount</u>
March 1, 2025	\$ 80,000
March 1, 2026	325,000
March 1, 2027	345,000
March 1, 2028	365,000
March 1, 2029	380,000
March 1, 2030	400,000
March 1, 2031	420,000
March 1, 2032	440,000
March 1, 2033	460,000
March 1, 2034	485,000
March 1, 2035	505,000
March 1, 2036	530,000
March 1, 2037	555,000
March 1, 2038	580,000
March 1, 2039	610,000
March 1, 2040	640,000
March 1, 2041	670,000
March 1, 2042	705,000
March 1, 2043	735,000
March 1, 2044	770,000

Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025, or on such other date as set forth in the Approving Certificate. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) shall not exceed 5.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption or shall be callable as set forth in the Approving Certificate. If the Proposal specifies that certain of the Bonds shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth in an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the Village shall direct.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2024 through 2043 for the payments due in the years 2025 through 2044 in such amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted

accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds - 2023" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the Village above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are

not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Qualified Tax-Exempt Obligations. The Bonds are hereby deemed designated (to the maximum extent permitted) as "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3)(D)(ii) of the Code, and the balance, if any, is hereby designated as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code. In support of such designation, the Village Clerk or other officer or administrator of the Village charged with the responsibility for issuing the Bonds shall provide an appropriate certificate of the Village, all as of the Closing.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the

date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter into a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The Village shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Condition on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to satisfaction of the approval by the Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Bonds, and the redemption date for the Refunded Obligations, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

The Bonds shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

Section 17. Official Statement. The Village Board hereby directs the Authorized Officer to approve the Preliminary Official Statement with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 19. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on such date approved by the Authorized Officer in the Approving Certificate that is not more than 90 days after the date of issuance of the Bonds, at a price of par plus accrued interest to the date of redemption subject to final approval by the Authorized Officer as evidenced by the execution of the Approving Certificate.

The Village hereby directs the Village Clerk after final approval to work with the Purchaser or the Fiscal Agent to cause timely notice of redemption, in substantially the form attached hereto as Exhibit C and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth in the Notice. Any and all actions heretofore taken by the officers and agents of the Village to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 20. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 12, 2023.

Charles A. Kuen
President

ATTEST:

Jennifer Weyenberg
Village Clerk

(SEAL)

EXHIBIT A
Approving Certificate

(See Attached)

APPROVING CERTIFICATE

The undersigned [Village Administrator][President] of the Village of Kimberly, Outagamie County, Wisconsin (the "Village"), hereby certifies that:

1. Resolution. On June 12, 2023, the Village Board of the Village adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$10,000,000 General Obligation Refunding Bonds of the Village (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.

2. Preliminary Official Statement. The Preliminary Official Statement with respect to the Bonds is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

3. Proposal; Terms of the Bonds. On the date hereof, the Purchaser offered to purchase the Bonds in accordance with the terms set forth in the Bond Purchase Agreement between the Village and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Bonds shall be issued in the aggregate principal amount of \$_____, which is not more than the \$10,000,000 approved by the Resolution, and shall mature on March 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Bonds is not more than \$800,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
March 1, 2025	\$ 80,000	\$_____
March 1, 2026	325,000	_____
March 1, 2027	345,000	_____
March 1, 2028	365,000	_____
March 1, 2029	380,000	_____
March 1, 2030	400,000	_____
March 1, 2031	420,000	_____
March 1, 2032	440,000	_____
March 1, 2033	460,000	_____
March 1, 2034	485,000	_____
March 1, 2035	505,000	_____
March 1, 2036	530,000	_____
March 1, 2037	555,000	_____
March 1, 2038	580,000	_____
March 1, 2039	610,000	_____
March 1, 2040	640,000	_____

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
March 1, 2041	\$670,000	\$ _____
March 1, 2042	705,000	_____
March 1, 2043	735,000	_____
March 1, 2044	770,000	_____

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 5.00%, as required by the Resolution. [The first interest payment on the Bonds shall be _____, 20[____].]

4. Purchase Price of the Bonds. The Bonds shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Bonds, which is not less than 97.50% of the principal amount of the Bonds, as required by the Resolution.

The difference between the initial public offering price of the Bonds provided by the Purchaser (\$_____) and the purchase price to be paid to the Village by the Purchaser (\$_____) is \$_____, or _____% of the principal amount of the Bonds, which does not exceed 2.50% of the principal amount of the Bonds. The portion of such amount representing Purchaser's compensation is \$_____, or not more than 1.25% of the principal amount of the Bonds. The amount representing other costs of issuance is \$_____, which does not exceed 1.25% of the principal amount of the Bonds.

5. Redemption Provisions of the Bonds. [The Bonds are not subject to optional redemption.] [The Bonds maturing on March 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, _____ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.] [The Proposal specifies that [some of] the Bonds are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Schedule MRP for such Bonds in such manner as the Village shall direct.]

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same respectively falls due, the full faith, credit and taxing powers of the Village have been irrevocably pledged and there has been levied on all of the taxable property in the Village, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

7. Redemption of the Refunded Obligations. In the Resolution, the Village Board authorized the redemption of the Note Anticipation Notes, dated July 10, 2023 (the "Refunded Obligations") and granted me the authority to determine the redemption date. The Refunded Obligations shall be redeemed on _____, _____, which is not more than 90 days after the date of issuance of the Bonds.

8. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Bonds and the direct annual irrepealable tax levy to repay the Bonds, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, _____ pursuant to the authority delegated to me in the Resolution.

[_____
Margaret Mahoney
Village Administrator]

OR

[_____
Charles A. Kuen
President]

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

[SCHEDULE MRP TO APPROVING CERTIFICATE

Mandatory Redemption Provision

The Bonds due on March 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, 20_____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20_____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20_____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20_____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
OUTAGAMIE COUNTY
NO. R-____ VILLAGE OF KIMBERLY \$_____
GENERAL OBLIGATION REFUNDING BOND

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, _____, _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Village of Kimberly, Outagamie County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and

September 1 of each year commencing on [March 1, 2025] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate[, redemption provision] and maturity date, issued by the Village pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain outstanding obligations of the Village, as authorized by a resolution adopted on June 12, 2023, as supplemented by an Approving Certificate, dated _____, _____ [(the "Approving Certificate")]

(collectively, the "Resolution"). The Resolution is recorded in the official minutes of the Village Board for said date.

【This Bond is not subject to optional redemption.】

【The Bonds maturing on March 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, _____ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.】

【The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

【In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.】

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the Village appoints another depository, upon surrender of the

Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds [(i)] after the Record Date[, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption]. The Fiscal Agent and Village may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Kimberly, Outagamie County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF KIMBERLY
OUTAGAMIE COUNTY, WISCONSIN

By: _____
Charles A. Kuen
President

(SEAL)

By: _____
Jennifer Weyenberg
Village Clerk

Date of Authentication: _____, ____.

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolution of the Village of Kimberly, Outagamie County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT C

NOTICE OF FULL CALL*

Regarding

VILLAGE OF KIMBERLY
OUTAGAMIE COUNTY, WISCONSIN
NOTE ANTICIPATION NOTES,
DATED JULY 10, 2023 (the "Notes")

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called by the Village for prior payment on _____, 2024 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
June 1, 2024	\$ _____	____%	494422 ____

The Village shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before _____, 2024.

Said Notes will cease to bear interest on _____, 2024.

By Order of the
Village Board
Village of Kimberly
Village Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to _____, 2024 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Certificate of Payment #2 for Jossart Brothers, Inc., in the amount of \$282,128.62 for the 2023 Utilities Construction of Sunset Dr.

REPORT PREPARED BY: Greg Ulman - Director of Public Works/Zoning Administrator

REPORT DATE: June 12th, 2023

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report M.E.M.

See additional comments attached _____

EXPLANATION: Certificate of payment #2 issued for \$282,128.62 for work performed through May 26, 2023, for the project.

See attached Certificate for Payment #2

Engineer Werner will discuss and address questions from the Board.

RECOMMENDED ACTION: Staff recommends approval of Certificate of Payment #2 for Jossart Brothers, Inc., in the amount of \$282,128.62 for the 2023 Utilities Construction of Sunset Dr.

Attachments:

1. 2023 Sunset Dr. Utilities Pay Request #2



June 6, 2023

Village of Kimberly
Attn: Maggie Mahoney, Administrator
515 W. Kimberly Avenue
Kimberly, WI 54136

Re: Village of Kimberly
Sunset Drive
Sanitary, Water & Storm Sewer Reconstruction
Certificate for Payment #2
McM. No. K0001-09-22-00637.02

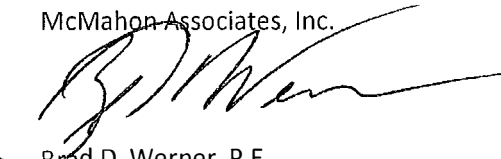
Dear Maggie:

Enclosed herewith is Certificate for Payment #2 for the above referenced project. This Certificate is issued to Jossart Brothers, Inc. in the amount of \$282,128.62 for partial payment for work performed through May 26, 2023.

Please process the enclosed, and forward payment to Jossart Brothers, Inc. Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.



Brad D. Werner, P.E.
Vice President / Sr Municipal Engineer

BDW:car

cc: Jossart Brothers, Inc.

Enclosure: Certificate for Payment #2

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE PO BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CERTIFICATE FOR PAYMENT

VILLAGE OF KIMBERLY
515 W. Kimberly Avenue
Kimberly, WI 54136

Contract No. K0001-09-22-00637.02
Project File No. K0001-09-22-00637.02
Certificate No. Two (2)
Issue Date: June 6, 2023
Project: Sunset Drive Sanitary, Water &
Storm Sewer Reconstruction

This Is To Certify That, In Accordance With The Contract Documents Dated: April 12, 2023

JOSSART BROTHERS, INC.
1682 Swan Road
De Pere, WI 54115

Is Entitled To Partial Payment For Work Performed Through: May 26, 2023

- ☒ Contractor's Application for Payment Attached
☒ Itemized Cost Breakdown Attached

Original Contract	<u>\$1,191,898.00</u>	Completed To Date	<u>\$545,781.50</u>
Net Change Orders	<u>\$0.00</u>	Retainage 5%*	<u>\$27,289.08</u>
Current Contract Amount	<u>\$1,191,898.00</u>	Subtotal	<u>\$518,492.42</u>
		Previously Certified	<u>\$236,363.80</u>

*5% Completed To Date

Amount Due This Payment: \$282,128.62

Please process and forward payment to JOSSART BROTHERS, INC.

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin


Brad D. Werner, P.E.

Vice President / Sr Municipal Engineer

CERTIFICATE FOR PAYMENT #1

VILLAGE OF KIMBERLY
SUNSET DRIVE SANITARY, WATER & STORM SEWER RECONSTRUCTION
Contract No. K0001-09-22-00637.02

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

JOSSART BROTHERS, INC.
1682 Swan Road
De Pere, WI 54115

SANITARY SEWER

Item	Description	Qty	Unit
1.	Mobilization	1	L.S.
2.	8 Inch SDR 35 PVC Sanitary Sewer	1,830	L.F.
3.	4 Inch Sanitary Lateral - Excavated	812	L.F.
4.	4 Inch HDPE DR 17 Sanitary Lateral - Pipe Burst	1,512	L.F.
5.	4" x 8" Wye Connection Including Riser	26	Ea.
6.	48 Inch Sanitary Manhole	79	V.F.
7.	48 Inch Sanitary Drop Manhole #A6-802	1	L.S.
8.	Manhole Casting	9	Ea.
9.	Post-Construction Mainline Cleaning and Televising	1	L.S.
10.	Post-Construction Lateral Televising	26	Ea.
11.	Sanitary Sewer Trench Compaction and Certification (50 Tests)	1	L.S.

SUB-TOTAL (Items 1. through 11., Inclusive)

Bid Quantities		Cert-Pay 01		Cert-Pay 02		Completed To Date	
Unit Price	Total	Qty	Total	Qty	Total	Qty	Total
\$5,000.00	\$5,000.00	0.5	\$2,500.00		\$0.00	0.5	\$2,500.00
\$72.00	\$131,760.00		\$0.00	1,822	\$131,184.00	1,822	\$131,184.00
\$78.00	\$63,336.00		\$0.00	384	\$29,952.00	384	\$29,952.00
\$5.25	\$7,938.00		\$0.00		\$0.00	0	\$0.00
\$250.00	\$6,500.00		\$0.00	25	\$6,250.00	25	\$6,250.00
\$445.00	\$35,155.00		\$0.00	85	\$37,736.00	85	\$37,736.00
\$6,000.00	\$6,000.00		\$0.00	1	\$6,000.00	1	\$6,000.00
\$750.00	\$6,750.00		\$0.00	9	\$6,750.00	9	\$6,750.00
\$3,000.00	\$3,000.00		\$0.00		\$0.00	0	\$0.00
\$200.00	\$5,200.00		\$0.00		\$0.00	0	\$0.00
\$7,650.00	\$7,650.00		\$0.00	1	\$3,825.00	1	\$3,825.00
	\$278,289.00		\$2,500.00		\$221,697.00		\$224,197.00

RECONNECTION WORK ON PRIVATE PROPERTY

Item	Description	Qty	Unit
12.	Outside Spot Excavation	1	Ea.
13.	Outside Cleanout with Frost Sleeve	1	Ea.
14.	Inside Excavation for Reconnection	26	Ea.
15.	4 Inch Furnco Connection	26	Ea.
16.	4 Inch Bend	26	Ea.
17.	Inside Cleanout	26	Ea.
18.	Cleanout Cap	26	Ea.
19.	Floor Drain	26	Ea.
20.	Redi-Crete Floor Restoration	100	BAG

SUB-TOTAL (Items 12. through 20., Inclusive)

Bid Quantities		Cert-Pay 01		Cert-Pay 02		Completed To Date	
Unit Price	Total	Qty	Total	Qty	Total	Qty	Total
\$525.00	\$525.00		\$0.00		\$0.00	0	\$0.00
\$525.00	\$525.00		\$0.00		\$0.00	0	\$0.00
\$1,900.00	\$49,400.00		\$0.00		\$0.00	0	\$0.00
\$420.00	\$10,920.00		\$0.00		\$0.00	0	\$0.00
\$21.00	\$546.00		\$0.00		\$0.00	0	\$0.00
\$157.50	\$4,095.00		\$0.00		\$0.00	0	\$0.00
\$10.50	\$273.00		\$0.00		\$0.00	0	\$0.00
\$157.50	\$4,095.00		\$0.00		\$0.00	0	\$0.00
\$31.50	\$3,150.00		\$0.00		\$0.00	0	\$0.00
	\$73,529.00		\$0.00		\$0.00		\$0.00

WATER MAIN

Item	Description	Qty	Unit
21.	Mobilization	1	L.S.
22.	Temporary Water Service	1	L.S.
23.	8 Inch PVC Water Main	1,830	L.F.
24.	6 Inch PVC Water Main	65	L.F.
25.	8 Inch Valve	8	Ea.
26.	7.5 Foot Bury Hydrant	5	Ea.
27.	Salvage Existing Hydrant	3	Ea.
28.	1 Inch Water Service - Pulled or Bored	340	L.F.
29.	1 Inch Water Service - Excavated	380	L.F.
30.	1 Inch Service Set	26	Ea.
31.	2 Inch Water Service - Excavated	30	L.F.
32.	2 Inch Service Set	1	Ea.
33.	Water Main Trench Compaction and Certification (50 Tests)	1	L.S.

SUB-TOTAL (Items 21. through 33., Inclusive)

Bid Quantities		Cert-Pay 01		Cert-Pay 02		Completed To Date	
Unit Price	Total	Qty	Total	Qty	Total	Qty	Total
\$5,000.00	\$5,000.00	0.5	\$2,500.00		\$0.00	0.5	\$2,500.00
\$7,500.00	\$7,500.00	1	\$7,500.00		\$0.00	1	\$7,500.00
\$97.00	\$177,510.00	1,587	\$153,939.00		\$0.00	1,587	\$153,939.00
\$90.00	\$5,850.00	51	\$4,590.00		\$0.00	51	\$4,590.00
\$2,950.00	\$23,600.00	8	\$23,600.00		\$0.00	8	\$23,600.00
\$5,700.00	\$28,500.00	4	\$22,800.00		\$0.00	4	\$22,800.00
\$750.00	\$2,250.00		\$0.00		\$0.00	0	\$0.00
\$30.00	\$10,200.00		\$0.00		\$0.00	0	\$0.00
\$67.00	\$25,460.00		\$0.00	351.5	\$23,550.50	351.5	\$23,550.50
\$550.00	\$14,300.00		\$0.00	11	\$6,050.00	11	\$6,050.00
\$70.00	\$2,100.00		\$0.00		\$0.00	0	\$0.00
\$1,500.00	\$1,500.00		\$0.00		\$0.00	0	\$0.00
\$5,500.00	\$5,500.00	0.5	\$2,750.00	0.3	\$1,650.00	0.8	\$4,400.00
	\$309,270.00		\$217,679.00		\$31,250.50		\$248,929.50

CERTIFICATE FOR PAYMENT #1

VILLAGE OF KIMBERLY
SUNSET DRIVE SANITARY, WATER & STORM SEWER RECONSTRUCTION
Contract No. K0001-09-22-00637.02

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

JOSSART BROTHERS, INC.
1682 Swan Road
De Pere, WI 54115

STORM SEWER

Item	Description	Qty	Unit	Bid Quantities		Cert-Pay 01		Cert-Pay 02		Completed To Date	
				Unit Price	Total	Qty	Total	Qty	Total	Qty	Total
34.	4 Foot Diameter Storm Manhole	75	V.F.	\$420.00	\$31,500.00		\$0.00	10.8	\$4,536.00	10.8	\$4,536.00
35.	5 Foot Diameter Storm Manhole	10	V.F.	\$665.00	\$6,650.00		\$0.00	11.1	\$7,381.50	11.1	\$7,381.50
36.	6 Foot Diameter Storm Manhole	11	V.F.	\$830.00	\$9,130.00		\$0.00		\$0.00	0	\$0.00
37.	Storm Manhole Casting	10	Ea.	\$550.00	\$5,500.00		\$0.00	1	\$550.00	1	\$550.00
38.	Inlet with Casting and Drain Tile Stubs	12	Ea.	\$3,750.00	\$45,000.00		\$0.00		\$0.00	0	\$0.00
39.	Bore Mobilization and Setup	1	L.S.	\$12,500.00	\$12,500.00		\$0.00		\$0.00	0	\$0.00
40.	Bore 30 Inch Steel Casing Pipe	223	L.F.	\$450.00	\$100,350.00		\$0.00		\$0.00	0	\$0.00
41.	30 Inch Storm Sewer	930	L.F.	\$125.00	\$116,250.00		\$0.00	252.5	\$31,562.50	252.5	\$31,562.50
42.	24 Inch Storm Sewer	430	L.F.	\$105.00	\$45,150.00		\$0.00		\$0.00	0	\$0.00
43.	21 Inch Storm Sewer	110	L.F.	\$105.00	\$11,550.00		\$0.00		\$0.00	0	\$0.00
44.	15 inch Storm Sewer	65	L.F.	\$77.00	\$5,005.00		\$0.00		\$0.00	0	\$0.00
45.	12 Inch Storm Sewer	650	L.F.	\$72.00	\$46,800.00		\$0.00		\$0.00	0	\$0.00
46.	6 Inch PVC Storm Sewer	50	L.F.	\$40.00	\$2,000.00		\$0.00		\$0.00	0	\$0.00
47.	Reconnect Existing 6 Inch PVC Mini-Storm to Inlet	3	Ea.	\$250.00	\$750.00		\$0.00		\$0.00	0	\$0.00
48.	4 Inch PVC Storm Sewer	332	L.F.	\$35.00	\$11,620.00		\$0.00		\$0.00	0	\$0.00
49.	Internal Fiberglass Spot Repair on 21 Inch Storm Outfall	1	L.S.	\$12,000.00	\$12,000.00		\$0.00		\$0.00	0	\$0.00
50.	Storm Sewer Clean and Televis	1	L.S.	\$4,500.00	\$4,500.00		\$0.00		\$0.00	0	\$0.00
51.	Storm Sewer Trench Compaction and Certification (50 Tests)	1	L.S.	\$3,255.00	\$3,255.00		\$0.00		\$0.00	0	\$0.00
SUB-TOTAL (Items 34. through 51., Inclusive)					\$469,510.00		\$0.00		\$44,030.00		\$44,030.00

WATER MAIN

Item	Description	Qty	Unit	Bid Quantities		Cert-Pay 01		Cert-Pay 02		Completed To Date	
				Unit Price	Total	Qty	Total	Qty	Total	Qty	Total
52.	Erosion Control - Inlet Protection and Maintenance	1	L.S.	\$2,500.00	\$2,500.00	0.5	\$1,250.00		\$0.00	0.5	\$1,250.00
53.	Concrete Pavement Removal	1	L.S.	\$30,000.00	\$30,000.00	0.3	\$9,000.00		\$0.00	0.3	\$9,000.00
54.	Rough Grading / Temporary Seeding	1	L.S.	\$12,000.00	\$12,000.00		\$0.00		\$0.00	0	\$0.00
55.	Tree Removal	32	Ea.	\$525.00	\$16,800.00	35	\$18,375.00		\$0.00	35	\$18,375.00
SUB-TOTAL (Items 52. through 55., Inclusive)					\$61,300.00		\$28,625.00		\$0.00		\$28,625.00
TOTAL (Items 1. through 55., Inclusive)					\$1,191,898.00		\$248,804.00		\$296,977.50		\$545,781.50

Completed to Date:	\$248,804.00	\$296,977.50	\$545,781.50
Retainage:	\$12,440.20	\$14,848.88	\$27,289.08
Subtotal:	\$236,363.80	\$282,128.62	\$518,492.42
			\$236,363.80
			\$282,128.62



McMahon Associates, Inc.
1445 McMahon Drive P.O. Box 1025
Neenah, WI 54956 Neenah, WI 54957-1025

Telephone: (920)751-4200
FAX: (920)751-4284

APPLICATION FOR PAYMENT

(Owner)

Village of Kimberly

PROJECT:

Kimberly Sunset Drive Sanitary Sewer,
Water & Storm Sewer Reconstruction

CONTRACTOR

Jossart Brothers, Inc.

Contract No.

K0001-09-22-00637.02

Project No.

K0001-09-22-00637.02

Application No.

2

Application Date

6/5/2023

Period From

April 29, 2023 To 5/26/2023

Application Is Made For Payment In Connection With The Above Contract.

The following documents are attached:

- ☒ Schedule Of Values
☒ Schedule Of Unit Prices
☐ Inventory Of Stored Materials

The Present Status Of The Account For This Contract Is As Follows:

Original Contract	\$1,191,898.00
Net Change Orders	\$
Current Contract Amount	\$1,191,898.00

Completed To Date	\$ 545,781.50
Retainage 5 %	\$ 27,289.08
Subtotal	\$ 518,492.43
Previous Applications	\$ 236,363.80

Amount Due This Application: \$ 282,128.63

The undersigned Contractor hereby swears, under penalty of perjury, that (1 All previous progress payments received from the Owner, on account of work performed under the Contract referred to above, have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications For Payment under said Contract, being Applications For Payment numbered 1 through 1 inclusive; and 2) All materials and equipment incorporated in said project or otherwise listed in or covered by this Application For Payment are free and clear of all liens, claims, security interests and encumbrances.

Dated 6/5/2023 20 23

Jossart Brothers, Inc.

(contractor)

By

Konrad Jossart, President

(name & title)

COUNTY OF Brown

STATE OF Wisconsin

} ss

Before me on this 5 day of June 20 23 personally appeared Konrad Jossart

known to me, who being duly sworn, did depose and say that he/she is the

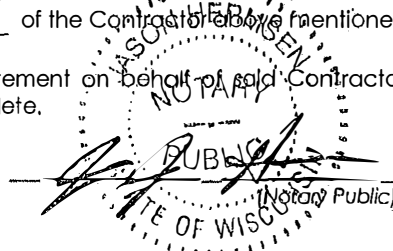
President

(title)

of the Contractor above mentioned; that he/she

executed the above Application For Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission Expires: April 12, 2027





McMahon Associates, Inc.
1445 McMahon Drive P.O. Box 1025
Neenah, WI 54956 Neenah, WI 54957-1025
Telephone: (920) 751-4200
FAX: (920) 751-4284

CERTIFICATE FOR PAYMENT

(Owner)

Village of Kimberly

Contract No. K0001-09-22-00637.02
Project File No. K0001-09-22-00637.02
Certificate No. 2
Issue Date: 6/5/2023
Project: Kimberly Sunset Drive Sanitary Sewer,
Water & Storm Sewer Reconstruction

This Is To Certify That, In Accordance With The Contract Documents Dated: April 12, 2023

(Contractor)

Jossart Brothers, Inc.
1682 Swan Road
De Pere, WI 54115

Is Entitled To **(Partial) (Final)** Payment For Work Performed Through: (Date Noted On Application For Payment)

- ☒ Contractor's Application For Payment Attached.
☒ Itemized Cost Breakdown Attached.

Original Contract	<u>1,191,898.00</u>	\$	Completed To Date	<u>\$ 545,781.50</u>
Net Change Orders		\$	Retainage <u>5</u> %	<u>\$ 27,289.08</u>
Current Contract Amount	<u>1,191,898.00</u>	\$	Subtotal	<u>\$ 518,492.43</u>
			Previously Certified	<u>\$ 236,363.80</u>

Amount Due This Payment: \$ 282,128.63

Certified By:
McMahon Associates, Inc.
Neenah, Wisconsin

(Authorized Signature) Konrad Jossart, President

CONTRACTOR'S REQUEST FOR PAYMENT

REQUEST NUMBER: 2

PROJECT NAME: Village of Kimberly - Sunset Drive Sanitary Sewer, Water & Storm Sewer Reconstruction

Contract No. K0001-09-22-00637.02

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED		UNIT PRICE	SCHEDULED Amount	Work Completed				Stored Material		Total Completed and Stored to Date	
		QTY	Unit			Previous Request		This Request		QTY	AMT	QTY	Amount
						QTY	Amount	QTY	Amount	QTY	AMT	QTY	Amount
SANITARY SEWER													
1	Mobilization	1	L.S.	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00		\$ -		\$ -	0.5	\$ 2,500.00
2	8 Inch SDR 35 PVC Sanitary Sewer	1830	L.F.	\$ 72.00	\$ 131,760.00		\$ -	1822.0	\$ 131,184.00		\$ -	1,822.0	\$ 131,184.00
3	4 Inch Sanitary Lateral - Excavated	812	L.F.	\$ 78.00	\$ 63,336.00		\$ -	384.0	\$ 29,952.00		\$ -	384.0	\$ 29,952.00
4	4 Inch HDPE DR 17 Sanitary Lateral - Pipe Burst	1512	L.F.	\$ 5.25	\$ 7,938.00		\$ -		\$ -		\$ -	0.0	\$ -
5	4" x 8" Wye Connection Including Riser	26	Ea.	\$ 250.00	\$ 6,500.00		\$ -	25.0	\$ 6,250.00		\$ -	25.0	\$ 6,250.00
6	48 Inch Sanitary Manhole	79	V.F.	\$ 445.00	\$ 35,155.00		\$ -	84.8	\$ 37,736.00		\$ -	84.8	\$ 37,736.00
7	48 Inch Sanitary Drop Manhole #A6-802	1	L.S.	\$ 6,000.00	\$ 6,000.00		\$ -	1.0	\$ 6,000.00		\$ -	1.0	\$ 6,000.00
8	Manhole Casting	9	Ea.	\$ 750.00	\$ 6,750.00		\$ -	9.0	\$ 6,750.00		\$ -	9.0	\$ 6,750.00
9	Post- Construction Mainline Cleaning and Televising	1	L.S.	\$ 3,000.00	\$ 3,000.00		\$ -		\$ -		\$ -	0.0	\$ -
10	Post-Construction Lateral Televising	26	Ea.	\$ 200.00	\$ 5,200.00		\$ -		\$ -		\$ -	0.0	\$ -
11	Sanitary Sewer Trench Compaction and Certification (50 Tests)	1	L.S.	\$ 7,650.00	\$ 7,650.00		\$ -	0.5	\$ 3,825.00		\$ -	0.5	\$ 3,825.00
SANITARY SEWER Subtotal:					\$ 278,289.00		\$ 2,500.00		\$ 221,697.00		\$ -		\$ 224,197.00
RECONNECTION WORK ON PRIVATE PROPERTY													
12	Outside Spot Excavation	1	Ea.	\$ 525.00	\$ 525.00		\$ -		\$ -		\$ -	0.0	\$ -
13	Outside Cleanout with Frost Sleeve	1	Ea.	\$ 525.00	\$ 525.00		\$ -		\$ -		\$ -	0.0	\$ -
14	Inside Excavation for Reconnection	26	Ea.	\$ 1,900.00	\$ 49,400.00		\$ -		\$ -		\$ -	0.0	\$ -
15	4 Inch Furnco Connection	26	Ea.	\$ 420.00	\$ 10,920.00		\$ -		\$ -		\$ -	0.0	\$ -
16	4 Inch Bend	26	Ea.	\$ 21.00	\$ 546.00		\$ -		\$ -		\$ -	0.0	\$ -
17	Inside Cleanout	26	Ea.	\$ 157.50	\$ 4,095.00		\$ -		\$ -		\$ -	0.0	\$ -
18	Cleanout Cap	26	Ea.	\$ 10.50	\$ 273.00		\$ -		\$ -		\$ -	0.0	\$ -
19	Floor Drain	26	Ea.	\$ 157.50	\$ 4,095.00		\$ -		\$ -		\$ -	0.0	\$ -
20	Redi-Crete Floor Restoration	100	BAG	\$ 31.50	\$ 3,150.00		\$ -		\$ -		\$ -	0.0	\$ -
RECONNECTION WORK ON PRIVATE PROPERTY Subtotal:					\$ 73,529.00		\$ -		\$ -		\$ -		\$ -
WATER MAIN													
21	Mobilization	1	L.S.	\$ 5,000.00	\$ 5,000.00	0.5	\$ 2,500.00		\$ -		\$ -	0.5	\$ 2,500.00
22	Temporary Water Service	1	L.S.	\$ 7,500.00	\$ 7,500.00	1.0	\$ 7,500.00		\$ -		\$ -	1.0	\$ 7,500.00
23	8 Inch PVC Water Main	1830	L.F.	\$ 97.00	\$ 177,510.00	1587.0	\$ 153,939.00		\$ -		\$ -	1,587.0	\$ 153,939.00
24	6 Inch PVC Water Main	65	L.F.	\$ 90.00	\$ 5,850.00	51.0	\$ 4,590.00		\$ -		\$ -	51.0	\$ 4,590.00
25	8 Inch Valve	8	Ea.	\$ 2,950.00	\$ 23,600.00	8.0	\$ 23,600.00		\$ -		\$ -	8.0	\$ 23,600.00
26	7.5 Foot Bury Hydrant	5	Ea.	\$ 5,700.00	\$ 28,500.00	4.0	\$ 22,800.00		\$ -		\$ -	4.0	\$ 22,800.00
27	Salvage Existing Hydrant	3	Ea.	\$ 750.00	\$ 2,250.00		\$ -		\$ -		\$ -	0.0	\$ -
28	1 Inch Water Service - Pulled or Bored	340	L.F.	\$ 30.00	\$ 10,200.00		\$ -		\$ -		\$ -	0.0	\$ -
29	1 Inch Water Service - Excavated	380	L.F.	\$ 67.00	\$ 25,460.00		\$ -	351.5	\$ 23,550.50		\$ -	351.5	\$ 23,550.50
30	1 Inch Service Set	26	Ea.	\$ 550.00	\$ 14,300.00		\$ -	11.0	\$ 6,050.00		\$ -	11.0	\$ 6,050.00
31	2 Inch Water Service - Excavated	30	L.F.	\$ 70.00	\$ 2,100.00		\$ -		\$ -		\$ -	0.0	\$ -
32	2 Inch Service Set	1	Ea.	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -		\$ -	0.0	\$ -
33	Water Main Trench Compaction and Certification (50 Tests)	1	L.S.	\$ 5,500.00	\$ 5,500.00	0.5	\$ 2,750.00	0.3	\$ 1,650.00		\$ -	0.8	\$ 4,400.00
WATER MAIN Subtotal:					\$ 309,270.00		\$ 217,679.00		\$ 31,250.50		\$ -		\$ 248,929.50
STORM SEWER													
34	4 Foot Diameter Storm Manhole	75	V.F.	\$ 420.00	\$ 31,500.00		\$ -	10.8	\$ 4,536.00		\$ -	10.8	\$ 4,536.00
35	5 Foot Diameter Storm Manhole	10	V.F.	\$ 665.00	\$ 6,650.00		\$ -	11.1	\$ 7,381.50		\$ -	11.1	\$ 7,381.50
36	6 Foot Diameter Storm Manhole	11	V.F.	\$ 830.00	\$ 9,130.00		\$ -		\$ -		\$ -	0.0	\$ -
37	Storm Manhole Casting	10	Ea.	\$ 550.00	\$ 5,500.00		\$ -	1.0	\$ 550.00		\$ -	1.0	\$ 550.00
38	Inlet with Casting and Drain Tile Stubs	12	Ea.	\$ 3,750.00	\$ 45,000.00		\$ -		\$ -		\$ -	0.0	\$ -
39	Bore Mobilization and Setup	1	L.S.	\$ 12,500.00	\$ 12,500.00		\$ -		\$ -		\$ -	0.0	\$ -
40	Bore 30 Inch Steel Casing Pipe	223	L.F.	\$ 450.00	\$ 100,350.00		\$ -		\$ -		\$ -	0.0	\$ -
41	30 Inch Storm Sewer	930	L.F.	\$ 125.00	\$ 116,250.00		\$ -	252.5	\$ 31,562.50		\$ -	252.5	\$ 31,562.50
42	24 Inch Storm Sewer	430	L.F.	\$ 105.00	\$ 45,150.00		\$ -		\$ -		\$ -	0.0	\$ -

CONTRACTOR'S REQUEST FOR PAYMENT										REQUEST NUMBER: 2			
PROJECT NAME: Village of Kimberly - Sunset Drive Sanitary Sewer, Water & Storm Sewer Reconstruction										Contract No. K0001-09-22-00637.02			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED		UNIT PRICE	SCHEDULED Amount	Work Completed				Stored Material		Total Completed and Stored to Date	
		QTY	Unit			Previous Request		This Request		QTY	AMT	QTY	Amount
				QTY	Amount	QTY	Amount						
43	21 Inch Storm Sewer	110	L.F.	\$ 105.00	\$ 11,550.00		\$ -		\$ -		\$ -	0.0	\$ -
44	15 Inch Storm Sewer	65	L.F.	\$ 77.00	\$ 5,005.00		\$ -		\$ -		\$ -	0.0	\$ -
45	12 Inch Storm Sewer	650	L.F.	\$ 72.00	\$ 46,800.00		\$ -		\$ -		\$ -	0.0	\$ -
46	6 Inch PVC Storm Sewer	50	L.F.	\$ 40.00	\$ 2,000.00		\$ -		\$ -		\$ -	0.0	\$ -
47	Reconnect Existing 6 Inch PVC Mini-Storm to Inlet	3	Ea.	\$ 250.00	\$ 750.00		\$ -		\$ -		\$ -	0.0	\$ -
48	4 Inch PVC Storm Sewer	332	L.F.	\$ 35.00	\$ 11,620.00		\$ -		\$ -		\$ -	0.0	\$ -
49	Internal Fiberglass Spot Repair on 21 Inch Storm Outfall	1	L.S.	\$ 12,000.00	\$ 12,000.00		\$ -		\$ -		\$ -	0.0	\$ -
50	Storm Sewer Clean and Televis	1	L.S.	\$ 4,500.00	\$ 4,500.00		\$ -		\$ -		\$ -	0.0	\$ -
51	Storm Sewer Trench Compaction and Certification (50 Tests)	1	L.S.	\$ 3,255.00	\$ 3,255.00		\$ -		\$ -		\$ -	0.0	\$ -
STORM SEWER Subtotal:					\$ 469,510.00		\$ -		\$ 44,030.00		\$ -		\$ 44,030.00
MISCELLANEOUS													
52	Erosion Control - Inlet Protection and Maintenance	1	L.S.	\$ 2,500.00	\$ 2,500.00	0.5	\$ 1,250.00		\$ -		\$ -	0.5	\$ 1,250.00
53	Concrete Pavement Removal	1	L.S.	\$ 30,000.00	\$ 30,000.00	0.3	\$ 9,000.00		\$ -		\$ -	0.3	\$ 9,000.00
54	Rough Grading / Temporary Seeding	1	L.S.	\$ 12,000.00	\$ 12,000.00		\$ -		\$ -		\$ -	0.0	\$ -
55	Tree Removal	32	Ea.	\$ 525.00	\$ 16,800.00	35.0	\$ 18,375.00		\$ -		\$ -	35.0	\$ 18,375.00
MISCELLANEOUS Subtotal:					\$ 61,300.00		\$ 28,625.00		\$ -		\$ -		\$ 28,625.00
TOTALS				\$	1,191,898.00	\$	248,804.00	\$	296,977.50	\$	-	\$	545,781.50
						Less Retainage		5%	(Up to 50% of Contract AMT)		\$ 27,289.08		
TOTAL:											\$ 518,492.43		
Amount Previously Paid:											\$ 236,363.80		
Amount Due This Request:											\$ 282,128.63		

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$10.00

Application Date: 05/15/2023

☐ Town ☒ Village ☐ City of Kimberly

County of Outagamie

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 07/03/2023 and ending 07/03/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☒ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Kim-Com Promotion (Paperfest)

(b) Address PO Box 33 Kimberly, WI 54136
(Street)

☐ Town ☒ Village ☐ City

(c) Date organized 06/30/1989

(d) If corporation, give date of incorporation 07/14/1989

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Matthew Boots - W5569 Amy Ave, Appleton WI 54915

Vice President Jeremy Biese - 725 Wind Flower Way, Kimberly WI 54136

Secretary Kevin Boots - 1200 Lavender Ln, Appleton WI 54915

Treasurer Vicki Powers - 514 Royal Saint Pats Dr, Wrightstown WI 54180

(g) Name and address of manager or person in charge of affair: Matthew Boots

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 800 W Kimberly Ave, Kimberly WI 54136

(b) Lot Sunset Park Block

(c) Do premises occupy all or part of building? Sunset Park

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event Firefighters for Fireworks - July 3 Fireworks

(b) Dates of event 07/03/2023

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Matthew Boots 5/15/23
(Signature / Date)

Kim-Com Promotion - President
(Name of Organization)

Date Filed with Clerk 05/22/2023

Date Reported to Council or Board 06/12/2023

Date Granted by Council

License No.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$10.00

Application Date: 05/15/2023

☐ Town ☒ Village ☐ City of Kimberly

County of Outagamie

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 06/04/2023 and ending 08/20/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☒ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Veteran's Organization

☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Kim-Com Promotion (Paperfest)

(b) Address PO Box 33 Kimberly, WI 54136

(Street)

☐ Town

☒ Village

☐ City

(c) Date organized 06/30/1989

(d) If corporation, give date of incorporation 07/14/1989

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Matthew Boots - W5569 Amy Ave, Appleton WI 54915

Vice President Jeremy Biese - 725 Wind Flower Way, Kimberly WI 54136

Secretary Kevin Boots - 1200 Lavender Ln, Appleton WI 54915

Treasurer Vicki Powers - 514 Royal Saint Pats Dr, Wrightstown WI 54180

(g) Name and address of manager or person in charge of affair: Matthew Boots

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 800 W Kimberly Ave, Kimberly WI 54136

(b) Lot Sunset Park

Block

(c) Do premises occupy all or part of building? Sunset Park

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event Sunday at the Amphitheater Concert Series

(b) Dates of event Each Sunday 6/4/23 - 8/20/23

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

 5/15/2023
(Signature / Date)

Kim-Com Promotion - President

(Name of Organization)

Date Filed with Clerk

05/22/2023

Date Reported to Council or Board

06/12/2023

Date Granted by Council

License No.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$10.00

Application Date: 05/15/2023

☐ Town ☒ Village ☐ City of Kimberly

County of Outagamie

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 07/13/2023 and ending 07/16/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☒ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Veteran's Organization ☐ Fair Association or Agricultural Society
☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Fox Valley Chorus of Sweet Adelines Int'l

(b) Address Menasha, WI
(Street)

☐ Town ☐ Village ☒ City

(c) Date organized 1970

(d) If corporation, give date of incorporation

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Sue Schnid - W 18th Ave, Oshkosh WI 54902

Vice President

Secretary Vicki Krause - Maricopa Dr, Oshkosh WI 54904

Treasurer Terrie Williams - 211 E Main St, Omro WI 54963

(g) Name and address of manager or person in charge of affair: Vicki Powers - 514 Royal St Pats Dr, Wrightstown WI 54180

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 800 W Kimberly Ave, Kimberly WI 54136

(b) Lot Sunset Park Block

(c) Do premises occupy all or part of building? Sunset Park

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event Paperfest

(b) Dates of event July 13-17, 2023

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

Vicki Powers 5/18/23
(Signature / Date)

Fox Valley Chorus Sweet Adelines
(Name of Organization)

Date Filed with Clerk 05/22/2023

Date Reported to Council or Board 06/12/2023

Date Granted by Council

License No.



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Special Event Permit Application – 3 Rivers Roleo
REPORT PREPARED BY: Holly Femal, CED
REPORT DATE: 5/31/2023
ADMINISTRATOR'S REVIEW / COMMENTS: No additional comments to this report _____MEM_____ See additional comments attached _____
EXPLANATION: In partnership with the FCCVB, Village of Kimberly has been selected to host the Krick, LLC Three Rivers Roleo for the first time. The event is scheduled to be held at Sunset Beach Swimming Facility in the diving well area and feature professional and amateur log rollers. This event is occurring in tandem with Paperfest with both events promoting one another. Logistics of how to manage the event in tandem with typical beach operations are ongoing, though maintenance prep work has already commenced to ensure visibility of spectators at the diving well area. Permit application is completed, certificate of insurance is on file, and permit fee has been paid.
RECOMMENDED ACTION: Approve the Special Event Permit Application for the Krick LLC Three Rivers Roleo to be held at Sunset Beach Swimming Facility on July 14 th and 15 th .

Permit fee
paid - \$100
check

5/12/23



**Village of Kimberly
SPECIAL EVENT PERMIT**



THIS AGREEMENT is intended to clarify the working relationship between the **Sponsor** of the special event and the **Village of Kimberly**. The **Sponsor** agrees to abide by the terms of this agreement, and all existing policies governing use of Village facilities unless specifically noted in the agreement. All Village Departments involved in the event as well as the Village Board must approve this agreement.

PARK FACILITIES must be reserved by the **Sponsor** through the **Parks and Recreation Department** and **MUNICIPAL COMPLEX FACILITIES** must be reserved by the **Sponsor** through the **Village Clerk's Office**. Payment is due at that time.

EQUIPMENT needed to run the event will be the responsibility of the **Sponsor** except when Village equipment, such as traffic barricades or cones are needed, the **Street Department** will determine use. The cost to repair or replace lost or damaged equipment will be charged to the **Sponsor**.

A **CERTIFICATE OF INSURANCE** covering the event must be provided by the **Sponsor** upon approval, naming the Village of Kimberly as additional insured for \$1,000,000.00.

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.

An **INVOICE** detailing charges for Village services will be sent to the **Sponsor** following the event. Payment is due within 30 days of the date of the invoice.

NO CHANGES may be made by the sponsor, regarding items included in this AGREEMENT, unless written permission is attached to this document. Requests will be reviewed with direction given. When questions regarding this AGREEMENT arise, they should be directed to the appropriate Department. If questions arise during the event, and the Department representative is unavailable, the decision of Village Staff on duty shall prevail.

Katherine R Burke
Sponsor Representative - Name

Katherine R Burke
Signature

4/29/23
Date

1871 Mistique Lane, Depere, WI 54115
Address

N/A
Home Phone

N/A
Work Phone

608-269-3583
Cell Phone

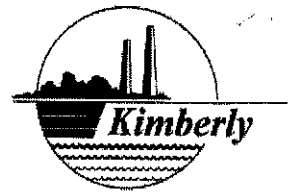
Approved by Village Board

Village President

Village Administrator

Date

**Village of Kimberly
SPECIAL EVENT
PERMIT APPLICATION**



Please include PERMIT FEE with application submission.

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) 788-7507 with questions regarding this special event permit.

Event sponsor: ~~QCR~~ KRICK, LLC

Event name: Three Rivers Rodeo

Check one: ☐ Parade ☐ Run/Walk ☐ Festival ☒ Tournament ☐ Other

Dates needed: July 14 - July 15 Competition

Times needed: Competition & Warm-up Friday July 14 3pm - 8:30pm Saturday July 15 10am - 4:00pm drop off/ pick up load & set-up may vary
(Please include beginning and end times, if different times are needed on different dates please specify.)

Buildings, Parks, shelters, open space needed: Sunset Beach

Will you be requesting street closure or use of street right of way? YES NO X
If yes, what streets (submit mapped route and/or area requested)? N/A

Will tents or other temporary structures be erected? Yes

Will you be having any kind of animals, performances or amusement rides? No

Will you be selling or serving alcohol? No Does your event include fireworks? No

Number of people attending: Connected w/ Paper Rest Please be aware that portable toilets will be required if crowd size exceeds toilet capacity.

Other requests: See Agreement sent 3/26/23 based on Conversations prior to
(hard copy included here)

Indemnification Agreement

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 & 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.

Officer of Sponsoring Organization - Name _____ Signature _____ Date _____

Address _____

Work Phone _____ Cell Phone _____ Home Phone _____

RETURN FORM AND PERMIT FEE TO: Kimberly Parks & Recreation Dept., 515 W. Kimberly Avenue, Kimberly, WI 54136

Date Received

Amount Received

Received By

5/2023

\$100.00

(Signature)

E-mailed to Holly 3/26/2023

Please sign & return

AGREEMENT

This Agreement is made effective as of the 26th day of March 2023 between **KRICK, LLC** ("KRICK") and Kimberly ("Event Host").

1. **Agreement to Provide Show(s).** Event Host hereby agrees to engage the services of KRICK and KRICK hereby accepts this engagement to present the act(s) known as Log Rolling Competition- Professional (the "Show(s)") as identified below:

- ☐ **Log Rolling Competition –Professional**
- ☐ **Log Rolling Competition – Amateur**
- ☐ **Log Rolling training to fill time as needed**

Schedule in Exhibit A

2. **Location and Show Date.** The Show(s) will be performed at Sunset Beach, 1010 W Fulcer Ave, Kimberly, WI 54136 (the "Location") for a period of 2 days commencing July 14-15, 2023, 2 days commencing July 2024, and 2 days commencing July 2025 (the "Show Date"). The Event Host will be responsible for making the Location available for the Show(s) Dates as well as the evening and approximate 3-hour period prior to the start of the Show(s), the period following completion of the Show(s). This period is to enable KRICK and others involved in the Show(s) time to set-up and takedown the Show(s).

3. **Show Fees.** Separate agreement with Fox Cities Convention & Visitor Bureau.

4. **Responsibilities of the Parties.**

- a. KRICK – KRICK agrees to perform the services outlined in Exhibit B.
- b. Event Host – The Event Host agrees to perform the services and provide the Location as outlined in Exhibit B.

5. **Fee Adjustment Due to Cancellation or Occurrence of Certain Events.** The Show(s) cannot be canceled except as follows: If Notice of Cancellation of the Show(s) is provided by the Event Host to KRICK at least thirty (30) days prior to the first Show date, the Show Fees will be reduced to 50% of the Show Fees and such amount shall be paid upon cancellation. Thereafter, and during the Show(s), there will be no adjustment in the full Show Fee, notwithstanding severe weather, or any other reason that results in the decision to cancel the Show(s), in part or entirely.

6. **Hazardous Activity.** The Parties acknowledge that the Show(s) involve log rolling and other activities that can be extremely hazardous. As such, participants in the Show(s) will be required to acknowledge (using the Participant Release Form attached as Exhibit C) the substantial risk to life, limb and property, and confirm their understanding that many such risks are beyond the control of any person or entity; participants will further, for his, her or its self, and his, her and its agents, heirs, and assigns, VOLUNTARILY, KNOWINGLY AND FREELY RELEASE THE EVENT HOST AND KRICK FROM LIABILITY AND ASSUME ALL SUCH RISKS; and each Participant will agree to indemnify, defend and hold the Event Host and KRICK, their respective employees, contracted parties, agents and representatives, harmless from any claims or damages arising from and relating to the Participant's engagement in the Show(s) activities.

7. **Indemnification and Insurance.** Each party will provide general liability insurance in the amount of One Million Dollars General Aggregate Limit covering the Show(s) and related activities. The Parties will indemnify, defend and hold each other harmless from a failure to perform or any claim arising under or

relating to that Party's responsibilities under the Agreement. Neither KRICK nor the Event Host under any circumstance will be liable to each other for any damages beyond the direct damages sustained by the non-breaching/non-liable Party as a result of the negligence or failure of the other Party to perform under this Agreement. Neither Party shall recover special or punitive damages for a breach of contract, negligence or pursuant to any other theory arising under or related to this Agreement.

8. Termination. This Agreement may be terminated as follows:

- a. By a writing terminating the Agreement signed by both parties;
- b. By a Party if the other Party makes any assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated bankrupt or insolvent, or if a receiver is appointed under the laws of the United States or any of its states;
- c. By a party if the other party commits a crime or engages in any act which is contrary to public policy or morals; or
- d. By a party if the other party fails to materially perform under this Agreement or provides notice of the intent to not perform this Agreement.
- e. To extent amounts payable per this agreements, those amount will remain in affect including but not limited to the down payment.

9. Publicity. KRICK retains all rights to publicize the Show(s) and make arrangements with third parties to broadcast and others to publicize the Show(s). KRICK retains and reserves the rights to provide event signage and take photographs and film the event. All pictures and video taken by KRICK and its contracted parties will be the property of KRICK. Fees (if any) generated from event promotion such publicity and recordings will be retained by KRICK. The Event Host will cooperate and support such outreach and assist with the promotion of the Show(s) and, upon request, confirm that all rights to promotional materials are owned by KRICK. KRICK may solicit sponsors for the shows, identify any recognition related to the sponsorships and retain all funds received from sponsorships.

10. Trademarks. The Parties grant each other a limited, non-exclusive, non-transferable, revocable and royalty-free license to use the other's trademark(s), trade names and logos ("Trademarks") in conjunction with the Show(s) and the promotion thereof. No other right or grant is provided relating to the use of such Trademarks. Upon completion of the Show(s) or at the time this Agreement is terminated, all rights for a Party to use the other Party's Trademarks will cease and each Party will quit using the other's Trademarks.

11. Independent Contractors. The Parties to this Agreement are independent contractors, and under no circumstances shall this Agreement be construed as one of agency, employment, partnership or joint venture. Neither party shall have the right to bind or obligate the other without the other Party's prior written consent.

12. Choice of Law; Entire Agreement; Mediation. This Agreement and its validity will be interpreted, construed and governed by the laws of the state of Wisconsin without giving effect to the principles of the conflicts of laws thereof. This Agreement, including the attached Exhibit A, B and C, is intended to constitute the complete, final and exclusive understanding of the Parties. It supersedes all prior and contemporaneous contracts, representations, warranties and understandings, if any, whether implied, written or oral. If any term or provision is found to be void or contrary to law, such term or provision (but only to the extent necessary to bring the Agreement within the requirements of the law) will be deemed severable from the other terms and provisions, and the remainder of the Agreement will be given effect as if the Parties had not included the severed term. Prior to commencing an action in court,

a Party shall provide written notice of the basis of the dispute to the other Party and request mediation of the dispute. The Parties will attempt to resolve the matter by mediation. If the dispute is not resolved within 45 days of such notice, either party may commence litigation. The Parties agree to commence any litigation relating to this Agreement in Brown County, Wisconsin or the federal District Court in Wisconsin and each consents to the jurisdiction of these courts.

- 13. Notices.** All notices, demands and requests under this Agreement shall be provided in writing and delivered by first class mail, hand delivered or by email at the following addresses (or such other address as a party may designate by notice hereunder):

To KRICK:
KRICK LLC
Attn: Katie Burke
1871 Mistique Lane
De Pere, WI 54115
Email: katie@KRICKlogrolling.com

To EVENT HOST:
Village of Kimberly
Attn: Holly Femal
515 W. Kimberly Avenue
Kimberly, WI 54136
Email: hfemal@vokimberlywi.gov

Notices provided by hand or delivered by email will be effective upon delivery. Notices provided by first class mail will be effective three business days following deposit with the U.S. Postal Service.

- 14. No Amendments.** The parties agree that there will be no changes to this Agreement unless both parties have so agreed in writing.
- 15. Execution.** This Agreement will become void if not signed by both parties within ____ days of the date first above written.

IN WITNESS WHEREOF this Agreement has been executed and is effective as of the date first above written and is executed hereby the duly authorized representatives of the Parties.

Event Host: Village of Kimberly
Print: Holly Femal
By: Holly Femal
Its Authorized Representative
Date: 5/11/2023

KRICK, LLC
Print: Katherine R. Burke
By: Katherine R. Burke
Its Authorized Representative
Date: 3/26/23

EXHIBIT A

TENTATIVE EVENT SCHEDULE

*Note times may flex based on weather conditions or number of participants in attendance

**Maybe intermission based on rounds

July 7- July 15, 2023

Log drop off as needed

July 13, 2023

Walk through the area set-up banners, etc...

July 14, 2023, Professional Competition

Set-up

3:00- 3:30 Event check-in

3:15- 3:45 pm Warm-up

3:45 Competitor Meeting

4:00-7:00/8:00 pm Competition*

July 15, 2023, Amateur Competition

Set-up

9:45-10:15 Event check-in

10:15- 10:45 pm Warm-up

10:45 Competitor Meeting

11:00- 3:00 pm Competition*

Take down all equipment immediately following the end of competition.

July 15- July 22, 2023

Log pick-up as needed, most likely all will be packed up the day of the event

EXHIBIT B

PARTIES RESPONSIBILITIES

KRICK Responsibilities:

KRICK will provide set-up, take down, and provide all equipment for the Show(s), such as logs, sound system, materials, performers, and personnel needed to put on the Show(s) as specified. KRICK may contract with others to perform activities under this Agreement.

Event Host Responsibilities:

The Event Host will provide the **Location** for the Show(s) and make all arrangements necessary to accommodate the intended spectators. The **Location** will have adequate facilities to handle spectators as well as areas for staging the activities relating to the Show(s), such as an area for participants to prepare to compete or engage in Show activities.

- **Body of Water**
 - 2 docks or platforms for competitor to start matches from and judges to stand on
 - Sand or gravel bottom
 - No wake
 - Tested water quality
 - Minimum 30" crash zone
- **Competitor area:**
 - Area roped off to and from competition site to warm-up/ jog
 - Shaded area maybe a Tent & Changing area (Can be a tarped area of a tent) or locker rooms associated with the facility
 - Port-a John
- **Tournament Management**
 - Toilets
 - Trash receptacles
 - Access to Power for PA
 - Spectator seating- picnic tables & bleachers
 - Event staff 3 tables & 10 chairs
 - 12 x 12 area for registration/ merchandise
 - Sponsor area
 - 10 x 10 Tent for sound
 - Medical & first aid
 - Prefer food vendor/concessions
 - Parking
- **Hotel- Fox Cities Convention & Visitor Bureau**

- Hotel at affordable rates within reasonable distance to accommodate competitors, staff, attendees.
 - List of closest hotels, rates, and distance from facility; include contact information
 - Athlete accommodations must be less than \$150/night and include an athlete friendly breakfast
- Compensation- Fox Cities Convention & Visitor Bureau
- Event Promotion as laid out in the bid application



KRICLLC-01

TKAKUSKA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Ryan - La Crosse PO Box 547 La Crosse, WI 54602	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(608) 784-4854	FAX (A/C, No): (608) 784-4774
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED KRick, LLC 118 3rd Avenue North Onalaska, WI 54650	INSURER A : WEST BEND MUTUAL INSURANCE COMPANY		15350
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

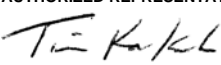
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			A933584	6/1/2023	6/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Paperfest

CERTIFICATE HOLDER

CANCELLATION

Village of Kimberly 515 W Kimberly Avenue Kimberly, WI 54136	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**MINUTES OF THE MEETING OF THE
KIMBERLY PUBLIC LIBRARY BOARD
May 15, 2023**

The meeting was called to order at 5:00pm by Library Board Vice-President Rose Vander Velden. The meeting was held in Meeting Room 1 in the Kimberly Public Library with an option to attend via Zoom.

Members present in Person: Rose Vander Velden, Barbara Wentzel, Dave Hietpas, Phil Yunk

Members Absent (excused): Corinne Herro

Others present in Person: Maggie Mahoney, Holly Selwitschka

Motion by Hietpas, seconded by Wentzel to approve the minutes of the April 17, 2023 meeting. Motion carried by unanimous vote.

Motion by Wentzel, seconded by Yunk to approve the current bills and financial reports as written. Motion carried by unanimous vote.

Motion by Wentzel, seconded by Yunk to renew Envisionware service contract. Motion carried by unanimous vote.

A brief discussion was had about the modifications to Homebound Delivery Service policy that needs legal approval before the board adopts. Holly shared the current meeting room policy and asked the board to review it for further discussion.

Director Report: Holly updated the board on the hiring process for summer help.

Items for the Next Meeting: Home-bound Delivery and Meeting Room policies, officer elections

Motion by Hietpas, seconded by Yunk to enter Closed Session per WI State Statute s.19.85(1)(c) to consider employment, promotion, compensation, or performance evaluation date of an employee.

Library Board Members, Selwitschka, and Mahoney entered closed session at 5:20pm.

Motion by Hietpas, seconded by Wentzel to end closed session. Closed session ended at 5:42pm.

Motion by Yunk, seconded by Wentzel to adjourn. Meeting was adjourned at 5:42pm.

Submitted by: Holly Selwitschka, Library Director

REGULAR MEETING OF THE KIMBERLY WATER COMMISSION
MINUTES
MAY 9, 2023

Chairman Johnson called the meeting to order at 11:00 am. Commissioner Steinen and Hanson appeared in person. Commission Hietpas appeared remotely. Also attending the meeting were Administrator Mahoney, Water Superintendent Verstegen, and Jeff Kellner with McMahon Associates.

Commissioner Steinen moved, Hanson seconded the motion to approve the minutes of the April 11, 2023, meeting. The motion carried by unanimous vote of the Commission.

Commissioner Hanson moved, Steinen seconded the motion to approve the bills and claims for March 2023. The motion carried by unanimous vote of the Commission.

Commissioner Steinen moved, Hanson seconded the motion to approve the financial statements for March 2023. The motion carried by unanimous vote of the Commission.

Administrator Mahoney reported the utility audit is pending and included is a letter from the Public Service Commission granting the extension.

Superintendent Verstegen reported on Director of Public Works Ulman's memo regarding the Update on Sunset Drive Utility Construction. He noted that the water mains were in, will need to go back and complete laterals, and that the water utility portion of the project is going smoothly.

Superintendent Verstegen reviewed the Consumer Confidence Report noting that data is received the first week in March and will go out to all village residents in the summer issue of the Kim Talk, and that additional testing will be completed in 2023 as the water utility has been randomly selected to complete UCMR testing that includes testing for additional contaminants.

Jeffrey Kellner from McMahon Associates, Inc., reported that bids were received for the Elevated Water Tank Repainting. Base Bids and Alternate Bids were reviewed. Superintendent Verstegen reported that the logos could be moved, and it was decided that the placement of the logos would be left to the Village Board. Commissioner Steinen moved, Hanson seconded the motion to award the contract for the Base Bid for Tower #2 in the amount of \$356,900.00 and the Alternate Bid for Tower #1 in the amount of \$65,000.00, for a total amount of \$421,900.00 to V & T Painting, LLC. The motion carried by unanimous vote of the Commission.

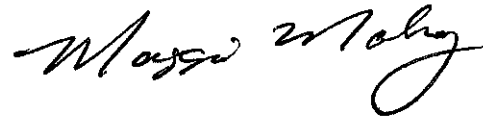
Superintendent Verstegen provided an update on Well #1 repairs and anticipates this will be the last week of drilling and bailing fill. Also reported was a water main break on Papermaker Drive, residential meter changes have begun, hydrant flushing has been completed, residential cross

connections have been completed, and directional flushing will be completed after the Sunset area project is completed.

There was no unfinished business.

There was no new business.

Commissioner Steinen moved, Hanson seconded the motion to adjourn. The motion carried by unanimous vote and the Commission adjourned at 11:45 am.

A handwritten signature in black ink, appearing to read "Maggie Mahoney". The signature is fluid and cursive, with the first name "Maggie" and last name "Mahoney" clearly distinguishable.

Maggie Mahoney
Secretary

Michelle Firchow

Drafted May 30, 2023

Approved by Water Commission on _____



To: Village Board of Trustees
From: Daniel M. Meister – Chief of Police
Date: June 1st, 2023
Re: Fox Valley Metro Police Department Report

New and Noteworthy

PERSONNEL

Our newest patrol officers, Jason Seavey and Cole Delvoye started their field training program with us on May 22nd. Over the next twelve weeks they will be working with a field training officer (FTO) on applying what they learned in the academy to actual incidents and calls for service.

Jaden Head is our newest Community Service Officer (CSO). Jaden just graduated from Kimberly High School and is pursuing a career in criminal justice.

The Police School Liaison Officers (PSL's) will be assigned to the Investigations Division during the summer break. They may also assist the Patrol Division from time-to-time.

Retired Little Chute / Metro Police Officer James Nechodom passed away on May 25th. James served our department for 30 years. He also worked as a part-time officer with other, Outagamie County law enforcement agencies. Funeral Services are on Monday, June 5th. Our department will be providing law enforcement honors for the funeral services.

James A. Nechodom obituary:

<https://www.oconnellfh.com/obituary/james-nechodom>



EQUIPMENT

The department has received and has issued the majority of the new duty pistols. The red dot sights (RDS) are being installed on many of them. Officers will be receiving training on the use of these sights and will also be conducting their annual firearms qualification with them this month.

We have placed our order for 22, new Motorola radios. We do not have a delivery date as of yet.

SPECIAL EVENTS

Our department is providing staff for numerous, summer events in both communities. As usual, we will be providing traffic control and event safety for Cheese fest and Paper fest. Both villages are having fireworks events this year as well.

Our National Night Out event will be on Tuesday, August 2nd from 5PM to 8PM at Legion Park in Little Chute.

Monthly Activity

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



FOX VALLEY METRO POLICE DEPARTMENT

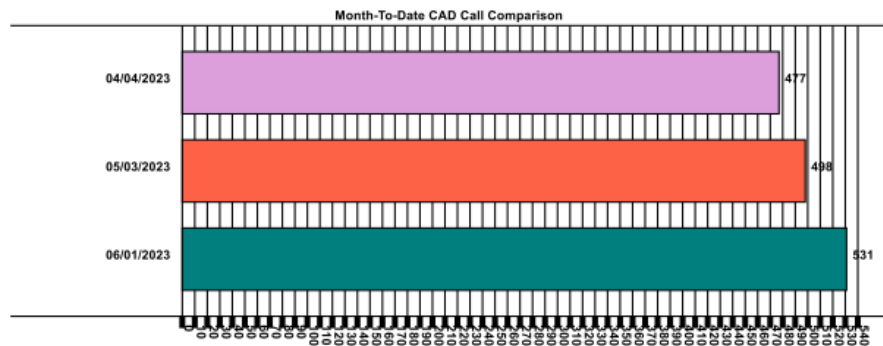
Month-to-Date CAD Call Detail

Month-To-Date CAD Received Calls

Call Nature	05/04/2023	04/05/2023	1 mo %	03/07/2023	2 mo %
	to 06/01/2023:	to 05/03/2023:	change:	to 04/04/2023:	change:
911 Misdialed	80	54	48.1%	45	77.8%
Abandoned Vehicle	1	2	-50.0%	0	N/A
Abdominal A-Adam Response	0	2	-100.0%	0	N/A
Accident in a Parking Lot	4	4	0.0%	2	100.0%
Accident with Injury	0	1	-100.0%	0	N/A
Accident with Scene Safety	3	0	N/A	0	N/A
Alcohol Violations	2	0	N/A	1	100.0%
Allergies A-Adam Response	0	0	N/A	1	-100.0%
Allergies D-David Response	0	0	N/A	1	-100.0%
Animal Bite	3	3	0.0%	2	50.0%
Animal Call	8	9	-11.1%	8	0.0%
Assist Citizen or Agency	30	22	36.4%	22	36.4%
Battery	1	0	N/A	0	N/A
Bicycle Stop	1	1	0.0%	0	N/A
Bleeding A-Adam Response	0	1	-100.0%	0	N/A
Bleeding B-Boy Response	1	1	0.0%	1	0.0%
Bleeding D-David Response	0	2	-100.0%	1	-100.0%
Breathing Problem D-David	2	3	-33.3%	7	-71.4%
Burglary	1	0	N/A	0	N/A
Business Check	0	1	-100.0%	1	-100.0%
Chest Complaint C-Charles	0	0	N/A	2	-100.0%
Chest Complaint D-David	0	3	-100.0%	3	-100.0%
Civil Matter Assist	2	2	0.0%	1	100.0%
Civil Process	3	9	-66.7%	3	0.0%
Crime Prevention	20	23	-13.0%	19	5.3%
Damage to Property	5	6	-16.7%	0	N/A
Disturbance	6	5	20.0%	9	-33.3%
Disturbance with a Weapon	1	0	N/A	0	N/A
Domestic Disturbance	2	2	0.0%	1	100.0%
Drug Complaint	2	2	0.0%	1	100.0%
Emergency Committal	0	0	N/A	1	-100.0%

Fainting A-Adam	0	1	-100.0%	1	-100.0%
Fainting C-Charles	1	1	0.0%	1	0.0%
Falls A-Adam Response	0	1	-100.0%	3	-100.0%
Falls B-Boy Response	1	0	N/A	2	-50.0%
Falls D-David Response	0	1	-100.0%	0	N/A
Fire Alarm Commercial	3	0	N/A	2	50.0%
Fire Stuck Elevator Rescue	0	0	N/A	1	-100.0%
Fire Unauthorized Burning	2	3	-33.3%	0	N/A
Fire Vegetation or Grass	1	0	N/A	0	N/A
Fireworks Complaint	0	1	-100.0%	0	N/A
Follow Up	18	8	125.0%	17	5.9%
Fraud Complaint	2	5	-60.0%	0	N/A
Graffiti Complaint	1	0	N/A	0	N/A
Harassment	8	2	300.0%	9	-11.1%
Hazard in Roadway	3	4	-25.0%	6	-50.0%
Headache C-Charles Response	0	1	-100.0%	0	N/A
Heart Problem C-Charles	0	1	-100.0%	0	N/A
Jail GPS Checks	15	22	-31.8%	20	-25.0%
Juvenile Complaint	5	1	400.0%	5	0.0%
K9 Assist	0	2	-100.0%	0	N/A
Law Alarms - Burglary Panic	3	5	-40.0%	6	-50.0%
Lost or Found Valuables	3	5	-40.0%	1	200.0%
Medical Assistance No Injury	8	3	166.7%	4	100.0%
Medical Pre-Alert	9	3	200.0%	2	350.0%
Missing Person	5	0	N/A	0	N/A
Motorist Assist	8	6	33.3%	7	14.3%
Noise Complaint	3	2	50.0%	2	50.0%
Ordinance Violation	9	9	0.0%	11	-18.2%
PNB E-Edward Response	2	1	100.0%	1	100.0%
Parking Enforcement	10	12	-16.7%	8	25.0%
Parking Request	0	0	N/A	2	-100.0%
Reckless Driving Complaint	3	5	-40.0%	3	0.0%
Residence Lockout	1	0	N/A	0	N/A
Restraining Order Tracking	6	5	20.0%	0	N/A
Retail Theft	2	1	100.0%	0	N/A
Runaway Juvenile	2	1	100.0%	1	100.0%
Scam	0	1	-100.0%	0	N/A
School Safety	35	33	6.1%	31	12.9%
Sex Offense	0	0	N/A	4	-100.0%
Sick A-Adam	1	3	-66.7%	4	-75.0%
Sick C-Charles	1	1	0.0%	2	-50.0%

Sick D-David	1	0	N/A	1	0.0%
Stroke C-Charles	0	1	-100.0%	0	N/A
Structure Fire Smoke or Flame	0	0	N/A	1	-100.0%
Suicide B-Boy	0	1	-100.0%	1	-100.0%
Suspicious Incident	17	12	41.7%	8	112.5%
Suspicious Person	5	5	0.0%	4	25.0%
Suspicious Vehicle	7	9	-22.2%	12	-41.7%
Testing Only	0	1	-100.0%	0	N/A
Theft Complaint	5	5	0.0%	6	-16.7%
Theft of Automobile Complaint	1	0	N/A	0	N/A
Traffic Enforcement	4	5	-20.0%	4	0.0%
Traffic Stop	106	104	1.9%	107	-0.9%
Traumatic Injuries B-Boy	0	1	-100.0%	0	N/A
Trespassing	0	0	N/A	2	-100.0%
Unconscious D-David	0	1	-100.0%	1	-100.0%
Unknown Odor in Structure	0	1	-100.0%	1	-100.0%
Unknown Problem B-Boy	0	1	-100.0%	0	N/A
Unlocked or Standing Open Door	1	1	0.0%	2	-50.0%
Vacant House Check	0	0	N/A	1	-100.0%
Vehicle Accident	8	10	-20.0%	12	-33.3%
Vehicle Lockout	2	4	-50.0%	2	0.0%
Violation of Court Order	0	0	N/A	1	-100.0%
Wanted Person or Apprehension	1	0	N/A	2	-50.0%
Water Problem	0	1	-100.0%	0	N/A
Water Rescue	0	1	-100.0%	0	N/A
Welfare Check	24	24	0.0%	21	14.3%
Wire Down	0	2	-100.0%	0	N/A





Department Report

To: Village Board
From: Holly Femal | Community Enrichment Director
Date: June 5th, 2023
Re: Community Enrichment Director's Report

MAY HIGHLIGHTS

PARKS

- Students at Westside School got to learn Pickleball as part of their physed curriculum again this spring thanks to the Verhagen Pickleball Courts. Students also enjoy outside physed at the soccer field every fair-weather day.
- The parks hosted 7 shelter rentals in May, one which resulted in damage to the Men's restroom door near Shelter 1. The door has since been fixed but are still working on the possibility of needing to purchase a new deadbolt as the original may have sustained too much damage.
- The baseball and softball fields hosted 119 reserved time slots including high school games, league games and practices. Parks Lead Wyngaard finally had his first seasonal helper begin May 15th – he's been very very busy.
- Parks plumbing continued to be a challenge in May with all parks up and running now. Parks Lead Wyngaard replaced a toilet that was no longer operational and had to replumb rotten pipes at another shelter.
- April is the month for Arbor Day. This year in partnership with Westside Elementary School's 2nd grade class, we were able to host 90+ students and plant 16 trees throughout the parks in partnership with the Village's new Living Forest campaign. Unique varieties not found in our terraces, or any other park were selected to diversify the canopy such as Northern Catalpa, Ohio Buckeye, Kindred Spirit Oak, and an array of elm trees among other trees. Centennial Park will also be receiving two trees that were donated this spring as well!
- The outfield lights at Sunset Park's Upper Diamond were fixed just in time for week 2 of the KRA's 14" league. We still have an electrical short on one of the lower diamond poles which causes it to work only when the wind isn't blowing. have sustained serious failures. CED met with the FCCVB on grant opportunities with good feedback. CED reached out to the Wisconsin Park and Rec Association as well as local schools on feedback concerning lighting updates and recommended companies. 100% of respondents indicated that Musco lighting is the way to go. CED has gotten estimates from them previously projecting around \$215,000 per diamond to replace all lights and poles at all three lighted diamonds at Sunset. Work research and work on this topic will be forthcoming as we enter CIP season.
- CED biked the park with a resident who has brought her family together to donate 14 trees to Sunset Park's Living Forest for the 2024 planting.

- We continue to work with an Eagle Scout on implementation of a bench project at the Pickleball courts.
- The Sunset Beach diving well was re-excavated for the season to guarantee it meets the diving requirements. Parks Lead Wyngaard also removed the tall grasses growing along the north shoreline. They are invasive though and may return.
- Sunset Park hosted 2 volunteers this month to assist with weeding and prepping spaces for the summer. The amphitheater was maintained by a high school student and the Sunset Park entrance beds on the east side were weeded out by a Thrivent employee. We continue to be thankful for volunteers throughout our parks that plant and maintain areas throughout Kimberly including Centennial Park's Revior Family, Sunset Park's Pat VanOss and Sandy Frassetto, Verhagen Park's Sandra Frechette, the Scullion Family at Stonegate Park, and Robinson's at Roosevelt. We are looking for a new volunteer to take over the Triangle area planting as our current volunteer is no longer able. Therese Bishop has maintained that bed for years though and we are thankful for her years of TLC to that bed!
- CED met with the Horn and Weigel families on Rivers Edge Drive to discuss dead ash trees within Sunset Park that are immediately along the property lines of their residences. Property owners were assured that these dead trees would be added to the list of trees that need to be removed. CED also shared with these residents that with one full time parks employee it may be a bit before we can get back there to remove the trees.

RECREATION

- Even in May: we continue to have staff members back out last minute on working for the Recreation Department or the Beach this summer which has resulted in still more hiring in May to fill all the needed positions at the beach and recreation programs. We also hired another Streets Seasonal to assist with Streets operations this summer.
- Baseball: t-shirts were distributed, games began the week of May 15th, and there are hundreds of smiling faces on the ball diamonds each week. You can already tell that participants are improving in their skill even after just a few weeks' time. Staffing is an issue nightly. We are being nimble and flexible but are having many problems with staff not showing up when scheduled and not finding coverage for their shifts. We were also unable to fill the baseball manager position for the summer which means lots of running/calling/texting/emailing for the CED and Summer Assistant Dix. On a high note: we haven't had a rain out for the season so far!
- Welcome emails have been sent for our Tot programs which start in June, the first painting class theme for the summer has been announced (Llamas!) and we have 37 teams registered for this summer's Heart of the Valley Scavenger Hunt.
- Beach Training day was completed Sunday, May 21st with all staff. Cleaning dates followed the training. The new sound system has been installed and works SO WELL!
- Sunday at the Amphitheater prep work is complete. The schedule is set, the flyers are sent out, the facility is ready. Join the Sunday Squad for opening night June 4th with FBI & the Untouchable Horns!

EVENTS AND OUTREACH

- Community Planting Day on Eisenhower Drive was made successful thanks to LOTS of pre-work by our seasonal employee Skylar Pickett. Thanks to her weeding, spraying, tilling, treating and adding peat moss the planting process on May 20th went smoothly. With 5 planters present the task was still completed in just over 2 hours' time. We continue to water the plantings a few times a week as it continues to not rain at all.

- The Community Wide Rummage Sale ended up having over 40 sales registered with us! We will certainly do it again next year as a free posting offered in spring.
- The Memorial Day Ceremony at the Amphitheater was well attended and a special way to remember on Memorial Day.

OTHER

- The Summer issue of KimTalk is in mailboxes, on Facebook, the web, and sent on Mail Chimp.
- Recruitment for the full-time Parks Operator position continues.
- Director Ulman and CED manned the Streets and Parks office and sent Ms. Schultz and Ms. Ebben on a field trip. Both ladies were sent to Kaukauna's DPW building to take a look at their office layout and their customer service window as we continue to plan for the future Street and Parks Building. Both ladies returned with thoughts on the future of what our new space may look like.
- The 2023 meeting of the Tree Board was held on May 16th with annual updates on planting, budget, maintenance, and future plants for urban forestry in Kimberly.

TOP PRIORITIES FOR JUNE

- Opening month for Sunset Beach, Sunday at the Amphitheater, and Tournament Season in Sunset Park.
- All staff training dates for Recreation Staff and Sunset Beach Staff in prep for opening day of baseball on May 15th and opening day of Sunset Beach on June 2nd.
- We are thrilled to have three seasonal staff starting at various times throughout May to offer help with the grass that has started growing and the increasing amount of facility rentals we are getting with warmer weather.
- VOK staff, in partnership with our consultant from Ayers will be hosting a community day at the Amphitheater to talk all things Kimberly Parks. The event has been posted in KimTalk with future marketing to come on Facebook. will host a kickoff meeting with Ayres staff for the CORP process with a community open house planned for June in Sunset Park. June 21st, 5 p.m. at the Amphitheater with Kimberly Community Band to follow with Ice Cream Night 😊
- June 22nd is Costume Parade in Memorial Park! This year we will host 4H, Girl Scouts, Kimberly Library, and so many more vendors as well as a food truck rally. 5:30 – 7:30 p.m.



Department Report

To: Village Board
From: Greg Ulman | Director of Public Works/Zoning Administrator
Date: June 5, 2023
Re: Public Works Monthly Report

HIGHLIGHTS

- Greg Ulman went to a Zoning Administration meeting in Waupaca on May 3rd.
- Greg Ulman went to the American Public Works Association conference in Eau Claire on May 4th and May 5th.
- The street dept. crew had a work zone traffic safety training on May 22nd.
- Street line painting started in the past week.
- Tree planting is continuing and will finish up this week.
- 58 yards of street sweepings were picked up this month.
- Right-of-ways have been getting cut with our new shared lawnmower with the complex, about twice a week this spring.
- Luvata has installed new covers for the lights on the exterior of their new building to point the light down and prevent light pollution on the neighbors.

TOP PRIORITIES FOR JUNE

- We will begin concrete repair in June.
- We will continue stump grinding after tree planting commences.

- Shaun Brill, our mechanic, is finishing building our walk behind saw platform for the concrete crew.
- We will continue street line painting.

UPCOMING EVENTS

- The street crew has chainsaw training on June 26th
- Jossart Brothers will be finishing up the utilities on Sunset Dr.
- Finishing up landscape plans for the new street/parks building

May 2023 Building Permit & Fees Report					
Permit Category		Monthly Summary			
Category Prefix	Category Name	Value	Fees Collected Acct 01-44300-00	Number of Permits / Structures	Number Dwelling Units
Residential Building					
100	New Single Family	\$1,407,782.00	\$900.00	3	4
110	New Two Family	\$0.00	\$0.00	0	0
120	New Multi-Family	\$0.00	\$0.00	0	0
130	Residential Additions	\$0.00	\$0.00	0	0
140	New Accessory Buildings	\$29,000.00	\$95.00	3	
141	Addn Accessory Bldg	\$0.00	\$0.00	0	
150	Interior Alterations	\$800.00	\$40.00	1	
151	Exterior Alterations	\$3,200.00	\$40.00	2	
160	Decks/Patios	\$15,000.00	\$30.00	2	
170	Fences	\$176,500.00	\$165.00	11	
180	In-Ground Pools	\$0.00	\$0.00	0	
181	Above Ground Pools	\$8,500.00	\$20.00	2	
190	Raze Residential	\$0.00	\$0.00	0	
Sub-Total Residential Building		\$1,640,782.00	\$1,290.00	24	4
Commercial & Industrial Building					
200	New Buildings	\$0.00	\$0.00	0	
210	Additions	\$0.00	\$0.00	0	
220	Interior Alterations	\$0.00	\$0.00	0	
221	Exterior Alterations	\$0.00	\$0.00	0	
230	Signs	\$0.00	\$0.00	0	
240	Raze Com'l/Ind	\$0.00	\$0.00	0	
Sub-Total Commercial/Industrial Building		\$0.00	\$0.00	0	
Electric					
300	Residential Services	\$0.00	\$485.00	3	
310	Residential Alterations	\$0.00	\$0.00	0	
320	Commercial/Industrial Services	\$0.00	\$0.00	0	
321	Commercial/Industrial Alterations	\$0.00	\$0.00	0	
Sub-Total Electric		\$0.00	485	3	
HVAC					
400	Residential Heating	\$2,000.00	\$25.00	1	
401	Residential AC	\$18,348.00	\$72.00	4	
402	Residential - Both	\$0.00	\$176.00	3	
410	Com'l & Ind Heating	\$0.00	\$0.00	0	
411	Com'l & Ind AC	\$0.00	\$0.00	0	
412	Com'l & Ind - Both	\$0.00	\$0.00	0	
420	Other	\$0.00	\$0.00	0	
Sub-Total HVAC		\$20,348.00	\$273.00	8	
Plumbing					
500	Residential Laterals	\$0.00	\$485.00	3	
501	Residential Alterations	\$19,924.00	\$170.00	5	
510	Com'l & Ind Laterals	\$0.00	\$0.00	0	
511	Com'l & Ind Alterations	\$0.00	\$0.00	0	
512	Other	\$0.00	\$0.00	0	
Sub-Total Plumbing		\$19,924.00	\$655.00	8	
Permit Totals		\$1,681,054.00	\$2,703.00	43	4
	Miscellaneous Fees		Fees Collected	Number	
	UDC Seals		\$105.00	3	
	Parkland Dedication Fee		\$2,000.00	3	
	Grade Fee		\$225.00	3	
	VoK Sanitary Sewer Connection Fee		\$2,550.00	3	
	HOVMSD Sanitary Sewer Connection Fee		\$5,724.00	3	
	Storm Water - Erosion Control Permits		\$0.00	0	
	Admin Fee		\$0.00	0	
	Erosion		\$0.00	0	
	Storm Sewer Fee		\$0.00	0	
		Total Miscellaneous Fees	\$10,604.00		
Total All Fees			\$13,307.00		



Department Report

To: Village Board
From: Holly Selwitschka | Library Director
Date: June 2023
Re: Library Report



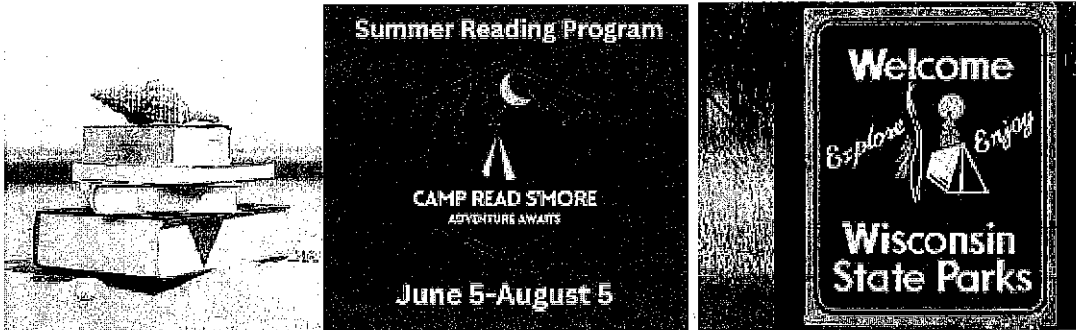
MAY HIGHLIGHTS

- In May, Ann greeted all second graders from Westside Elementary and 12 classes of 4K students! Students heard a story, toured the library and learned a little bit about the summer reading program.
- Ann also hosted Police Car Storytime in partnership with Metro PD with 55 people in attendance.
- 14 Teens learned how to make Bath Bombs.
- Special programs for adults included two programs on bookfolding art and an activity on raising monarchs.
- The Library now has a caterpillar on display who has spun a cocoon and going through the transformation into a Monarch butterfly.
- The storybook garden beds were planted! One bed features a salsa garden and one is for pollinators like bees and butterflies.
- 150 people tuned into Zoom to learn about container gardens through the Master Gardener's Association and Kimberly Public Library.
- OWLS Library system launched a system-wide library incentive program. Patrons visit libraries around the map and get a stamp for their visit to earn a chance to win prizes. The 10-week Reading RoadTrip began May 1.
- The library hosted Memory Café at Hallmark Place featuring New Voices local singing group. 37 people attended, including some residents of the building.
- Unfortunately, the Josh Malerman event that was part of the Fox Cities Reads was cancelled by the author at the last minute. In lieu of an in-person appearance, the author granted Fox Cities Book Festival an exclusive interview which will be available on video coming soon.

TOP PRIORITIES FOR JUNE

- Consider participating in the Summer Reading Program!! Read for the chance to win prizes! Programs are geared at a variety of age groups including babies, children, teens, and adults.
- Check Out State Park Passes from the library! Through a partnership with the WI DNR, a limited quantity of state park day passes are available for circulation at the library!
- The Library will be closed on July 4 and also on Friday, July 21 and Saturday July 22 due to the installation of a generator at the municipal center.
- Annual staff reviews will be conducted in June.

UPCOMING EVENTS



Summer Book Sampler Packs – Let us help you find your new favorite author by requesting a Summer Book Sampler Pack. Just tell us what genre you like, the last best book you read, and we will prepare a Sampler Pack of five titles we think you'll like. Sampler packs are only available for adult books at this time.

Summer Reading Program – Welcome to Kimberly Library's summer reading program *Camp Read S'more: Adventure Awaits!* You are invited to indulge in reading for pleasure June 5 – August 5 while earning entries for grand prizes. Stop by the library to pick up your reading log to begin your reading adventures.

There are four age groups for "campers": Babies (under 3), Kids ages 3-entering grade 5, Teens entering grades 6-12, and adults. Babies can earn a book or small stuffed animal, kids and teens will earn themed dog-tags along with treasure box picks, and all ages will earn grand prize entries.

Check Out a State Park Day Pass – The Check Out Wisconsin State Parks at Your Library program is a collaboration between the DNR and participating public libraries to allow you to check out a day pass to a Wisconsin State Park with your library card. Limited quantities are available.

Summer Program Schedule

Thursday, June 1 @ 10:00 LitFix Book Club
Tuesday, June 6 @ 1:30 Dragon Eggs Teen Program for grades 6-12
Wednesday, June 7 @ 10:30 & 1:30 Randy Peterson Concert @ Sunset Park
Thursday, June 8 @ 10:00 Writing Group
Thursday, June 8 @ 12:30 Senior Movie Matinee
Monday, June 12 @ 5:00 Adult Program: Butterfly Watering Station Craft
Tuesday, June 13 @ 10:00 Summer Story Time: Camping
Tuesday, June 13 @ 3:00 Hidden Gems Book Club for readers in grades 3-5, 2nd Tuesdays
Wednesday, June 14 @ 10:30 & 1:30 Mister Mike Juggling and Comedy Show
Monday, June 19 @ 5:00 Adult Summer Craft Workshop: Jewelry Making
Monday, June 19 @ 1:00 Magic with Monty ages 7- adult
Wednesday, June 21 @ 3-6:00pm Petting Zoo @ Sunset Park
Thursday, June 22 @ 5:30-7:30pm Costume Parade at Memorial Park

Monday, June 26 @ 10:30 Fishing with Lee Hammen @ Sunset Park

Wednesday, June 28 @ 10:30 & 1:30 Bubble Wonders Show
Wednesday, June 28 @ 1:30 Memory Cafe
Thursday, June 29 @ 1:30 Teen Scavenger Park @ Treaty Park for grades 6-12
Thursday, July 6 @ 10:00 LitFix Book Club
Monday, July 10 @ 2-3:30pm Campfire Stories Writing Workshop
Monday, July 10 @ 5:00 Adult Summer Craft Workshop: Camping Welcome Mat
Tuesday, July 11 @ 3:00 Hidden Gems Book Club for readers in grades 3-5, 2nd Tuesdays
Tuesday, July 11 @ 6-8:00pm Intro to Camping with Scout Troop 44 @ Sunset Park Shelter 1
Wednesday, July 12 @ 10:30 Birds of Wisconsin with Naturalist Lee Hammen
Thursday, July 13 @ 10:00 Writing Group
Thursday, July 13 @ 12:30 Senior Movie Matinee
Monday, July 17 @ 1:30 Teen Paper-Making and Journal Creation with Artist Michelle Sharp for grades 6-12
Monday, July 17 @ 5:00 Adult Program: Seed Paper with Artist Michelle Sharp
Tuesday, July 18 @ 6-8:00pm Campfire Cooking and Games with Scout Troop 44 @ Sunset Park Shelter 1

Wednesday, July 19 @ 10:30 & 1:30 What's In the Woods? With Artist Mary Tooley

Thursday, July 20 @ 4:30-7:30 Touch a Truck Event @ Treaty Park

Tuesday, July 25 @ 10:00 Summer Story Time: Woodland Animals

Wednesday, July 26 @ 10:30 Magic with Monty's Secret Theater

Thursday, July 27 @ 5:00 Chad Lewis Presents Wisconsin's Most Haunted Locations

Wednesday, July 26 @ 1:30 Memory Cafe

Wednesday, August 2 @ 10:30 Steve Keller's Snake Show

Tuesday, August 8 @ 3:00 Hidden Gems Book Club for readers in grades 3-5, 2nd Tuesdays

Art & Craft Supply Swap Drop Off Dates: July 1-28; Swap Dates: July 31-August 1



Department Report

To: Village Board
From: Maggie Mahoney, Community Development Director
Date: June 5, 2023
Re: Community Development Report

HIGHLIGHTS FOR MAY

- Blue at the Trails Development:
 - Met with owners of Cradles to Crayons about the trail.
 - Updated stormwater pond estimated costs provided to Combined Locks.
- Continued work with Midwest Expansion on projects and development.
- Representatives from the Village and Kimberly Riverfront LLC met with representatives of the U.S. Corps of Engineers on April 13, 2023.
- Met with property owners regarding development in TIF #6.
- Began annual property value updates/analysis for developer agreements in TID #5 and TID #6.

TOP PRIORITIES FOR JUNE

- Blue at the Trails Development:
 - Staff will meet with the developer and engineers to discuss various topics including fire protection and landscaping and lighting along the trail. The preconstruction meeting for grading and graveling project is TBD with construction planned to begin in July.
- Research and planning for Community Development Authority with goal of scheduling meeting in summer.
- Complete annual property value updates/analysis for developer agreements in TID #5 and TID #6.
- Joint Review Board to convene public annual meeting on Tuesday, June 27 at 11:00am.

UPCOMING EVENTS

- Joint Review Board on Tuesday, June 27, 2023 at 11:00 am at Village Hall in the Rick J. Hermus Council Chambers.

ATTACHMENTS:



Department Report

To: Village Board
From: Maggie Mahoney, Administrator
Date: June 5, 2023
Re: Administrator's Report

HIGHLIGHTS FOR MAY

- All-staff training day was held Friday, May 19, 2023. Village offices were closed for the day.
- Continued meetings with S.E.H. on Streets and Parks Facility project. The 30% progress report, initial renderings, and financial plan were presented to the Village Board on May 22, 2023.
 - Met with property owners at 410 and 416 W Kimberly Avenue about the project.
 - Completed rating phone call with S&P for the bond issuance on May 23, 2023.
- Continued participation in Parks/Streets Operator Entry position interviews.
- Served on search committee for the Street Foreman position.
- Continued 2024-2028 capital planning process with Village Staff, Engineer and Utility.
- Met with new Town of Buchanan Administrator, Michael Brown.

TOP PRIORITIES FOR JUNE

- Continue 2024-2028 Capital Improvement Planning to be presented to the Village Board in July. Updated fund balances will be needed for this process and the 2022 audit is still pending, to occur in June.
- Staff annual evaluations conducted.
- Continue Village project team meetings with S. E. H. for the Streets and Parks Facility project.
 - Lease for temporary operations
 - Outdoor warning/civil defense siren consideration
 - Resolutions for bond issuance for funds to be available in July

UPCOMING EVENTS

- Village Hall generator installation begins Friday, July 21, 2023, to be completed over the weekend. Village Hall/Library and Fire Department buildings will be closed. The Fire Department will be operational. The Streets and Parks building will be open and operational.
- The CTH CE & Railroad Intersection project (RCUT) is scheduled to begin construction by mid to late July 2023 and be operational by the end of the year. Staff has asked the county about a preconstruction meeting and requested more information on detours, traffic patterns, etc to inform residents. Outagamie County has project information on their [project updates website](#). The Village website directs residents to that page.



Department Report

To: Village Board
From: Jennifer Weyenberg | Clerk-Treasurer
Date: June 5, 2023
Re: Clerk-Treasurer Report

HIGHLIGHTS

The Open Book was held on Wednesday, May 3rd from 4:00pm-6:00pm and the Board of Review was held May 24th from 10:00am to Noon. No property owners attended either session. Bowmar Appraisal reported that the estimated level assessment has decreased from 90% in 2022 to 78% in 2023. The net new construction reported for the year is valued at \$15,109,299.00 and the total value of taxable property is \$699,871,500 (real estate) and \$4,396,500 (personal property).

We continued to work throughout the month with Kerber Rose and Erickson & Associates on the audit. The Form C was filed on time and the PSC report should be completed soon.

The Clerk and Deputy Clerk worked with our existing license holders to get all of the paperwork processed for our "Class A", "Class B", Class "B" alcohol permits along with tobacco, operator, and amusement device licenses. Current permits expire June 30, 2023.

The Central Office Team attended the Safety Training Day on Friday, May 19th.

The Clerk and Administrator participated in the Bond Rating call on Tuesday, May 23rd.

MONTHLY REQUIREMENTS COMPLETED

- * Room Tax Report filed May 1st
- * Expenditure Restraint form filed May 1st
- * Form C filed May 15th
- * BOR Training Affidavit filed with DOR
- * Class 2 Weed Notice published