



**VILLAGE OF KIMBERLY, WI**  
**NOTICE OF VILLAGE BOARD MEETING**

**DATE:** Monday, March 4, 2024  
**TIME:** 6:00pm  
**LOCATION:** Village Hall, Rick J. Hermus Council Chambers  
515 W. Kimberly Ave.  
Kimberly, WI 54136

Notice is hereby given that a Village Board meeting will be held on Monday, March 4, 2024 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 02/19/24 and 02/26/24 meetings
- 6) Presentation of the 2022 Village of Kimberly Audited Financial Statements by Erickson & Associates
- 7) New Business
  - a) Resolution No. 2, Series of 2024 – Preliminary Resolution Declaring Intent to Exercise Special Assessment Power (Welhouse Drive: Sunset Drive to Curtin Street; Curtin Street: Welhouse Drive to Roger Street; N. Sidney Street: Kimberly Avenue to Papermill Run)
  - b) McMahon Professional Services Agreement Managing Prairies and Wetlands
  - c) Amended Organization Chart- Creation of Street Lead position
  - d) Street/Parks On-Call Procedure
  - e) Payment to Outagamie County Highway Dept. for costshare for CTH CE and Railroad Street Project in the amount of \$233,041.29
  - f) Memorandum of Understanding with Heart of the Valley Metropolitan Sewerage District for Interceptor Rehabilitation Project

8) 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

9) Public Participation

10) Closed Session: The village board will meet in closed session pursuant to §19.85(1)(c) of the Wisconsin Statutes to consider employment, promotion, compensation, or performance evaluation data of any public employee- Future Personnel Policies. The Board may reconvene into open session pursuant to §19.85(2) of the Wisconsin Statutes for possible action on the closed session matters.

11) Adjournment

**Village Board Meeting VIRTUAL OPTION**

Mar 4, 2024, 6:00 – 6:30 PM (America/Chicago)

**Please join my meeting from your computer, tablet or smartphone.**

<https://meet.goto.com/441598661>

**You can also dial in using your phone.**

Access Code: 441-598-661

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(646\) 749-3129](tel:+16467493129)

Any person wishing to attend the meeting, who because of their disability is unable to attend, is requested to contact the ADA Coordinator at 920-788-7500 at least 48 hours prior to the meeting so that reasonable accommodation may be made.

**REGULAR MEETING OF THE KIMBERLY VILLAGE BOARD**  
**MINUTES**  
**FEBRUARY 19, 2024**

President Kuen called the meeting to order at 6:00 pm. Appearing in person were President Kuen, Trustees Gaffney, Trentlage, Karner, Hietpas and Hammen. Trustee Hruzek was absent and excused. Also present were Administrator/Community Development Director Mahoney, Clerk-Treasurer Weyenberg, Director of Public Works/Zoning Administrator Ulman, Community Enrichment Director Femal, Maintenance Foreman Gerrits, Brad Werner with McMahon & Associates and Trevor Frank with S.E.H.

**President's Remarks**

None

**Approval of Minutes from the 2-12-2024 Meeting**

Trustee Hammen moved, Trustee Karner seconded the motion to approve the Village Board minutes from 2-12-2024. The motion carried by unanimous vote of the board.

**Unfinished Business:**

**Revisions to Special Assessment Policy**

Trustee Trentlage moved, Trustee Hammen seconded the motion to approve the revisions to the special assessment policy related to payback options as presented. The option to pay the full amount on the tax roll was eliminated. There was no discussion on this item. The motion carried by unanimous vote of the board.

**New Business:**

**Issue Plans for Bidding for Village Street and Parks Facility Project**

Trustee Hammen moved, Trustee Trentlage seconded the motion to approve the S.E.H. consultant team to issue the Street and Parks Facility Project plans for bidding. Trevor Frank with S.E.H. presented the short report that was included in the agenda packet. The motion carried by unanimous vote of the board.

**Resolution No. 1, Series 2024-Resolution Designating Carry Over Funds for 2024 Budget**

Trustee Trentlage moved, Trustee Hammen seconded the motion to approve Resolution No. 1, Series 2024, a resolution to carry over funds from the 2023 Village Budget for uncompleted projects or purchases. The motion carried by unanimous vote of the board.

**Award Contract for Linda Street Sanitary Sewer Mainline Relay, McM. K0001-09-24-00112, to the low bidder Donald Hietpas & Sons, Inc, in the amount of \$155,973**

Trustee Karner moved, Trustee Gaffney seconded the motion to award the contract to Donald Hietpas & Sons in the amount of \$155,973. There was no discussion on this item. The motion carried by unanimous vote of the board.

**Bills and Claims for January 2024**

Trustee Hammen moved, Trustee Hietpas seconded the motion to approve the presented bills and claims. The motion carried by unanimous vote of the board.

**Receive Minutes of Boards and Commissions**

**Police Commission minutes of 11/14/2023**

There was no discussion or action taken on this item, the minutes will be filed as presented.

**Library Board minutes of 11/20/2023**

There was no discussion or action taken on this item, the minutes will be filed as presented.

\*President Kuen went on recording asking that all boards and commissions to submit their minutes in a timelier fashion as there as been a lag in submitting them too often.

**Public Participation**

President Kuen had a resident on N. Wilson Street ask him if there was going to be additional street lighting closer to the river, he asked to have someone look into it.

**Adjournment**

Trustee Hammen moved, Trustee Karner seconded the motion to adjourn. The motion carried by unanimous vote of the board at 6:34 pm.

\_\_\_\_\_  
Jennifer Weyenberg  
Clerk-Treasurer

Dated 02/20/2024  
Drafted by ELZ  
Approved by Village Board \_\_\_\_\_



**REGULAR MEETING OF THE KIMBERLY VILLAGE BOARD  
MINUTES  
FEBRUARY 26, 2024**

President Kuen called the meeting to order at 6:00 pm. Appearing in person were President Kuen, Trustees Gaffney, Hruzek, Trentlage, Hietpas and Hammen. Trustee Karner was absent and excused. Also present were Administrator/Community Development Director Mahoney and Clerk-Treasurer Weyenberg.

**President's Remarks**

None

**Update on the 2022 Audit**

No action was taken on this item. Administrator Mahoney reported that Erickson & Associates will present the audit at the March 4, 2024 meeting.

**Public Participation**

None

**Closed Session**

Motion by Trustee Hammen, second by Trustee Gaffney to enter closed session pursuant to §19.85(1)(c) of the Wisconsin Statutes to consider employment, promotion, compensation, or performance evaluation data of any public employee related to future personnel policies. Motion carried by roll call vote at 6:08pm.

Motion by Trustee Hammen, second by Trustee Hietpas to reconvene open session. Motion carried unanimously. No action was taken in open session on the closed session matters.

**Adjournment**

Trustee Hammen moved, Trustee Gaffney seconded the motion to adjourn. The motion carried by unanimous vote of the board at 6:39 pm.

\_\_\_\_\_  
Jennifer Weyenberg  
Clerk-Treasurer

Dated 02/27/2024

Drafted by jlw

Approved by Village Board \_\_\_\_\_

**VILLAGE OF KIMBERLY**  
**OUTAGAMIE COUNTY, WISCONSIN**

**RESOLUTION NUMBER 2, SERIES OF 2024**

**A PRELIMINARY ASSESSMENT RESOLUTION DECLARING INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER CHAPTER(S) 66.0703 AND AS APPLICABLE §§ 61.36, 66.0701, 66.0703(8), AND 66.0907, OF THE WISCONSIN STATUTES, AS AMENDED FROM TIME TO TIME, AND BY CHAPTER 50, VILLAGE OF KIMBERLY MUNICIPAL CODE.**

BE IT RESOLVED by the Village of Kimberly Board of Trustees, of the Village of Kimberly as located in Outagamie County, State of Wisconsin, as follows:

1. That the Board of Trustees, Village of Kimberly hereby declares its intent to exercise its police powers under Chapter(s) 66.0703, and as applicable §§ 61.36, 66.0701, 66.0703(8), and 66.0907, of the Wisconsin Statutes, as amended from time to time, and by Chapter 50, Village of Kimberly Municipal Code, to levy special assessments upon property within the following described area for improvements upon said property:

a) DESCRIPTION OF SPECIAL ASSESSMENT PROJECTS:

Street Reconstruction Scope

Complete reconstruction of Welhouse Drive and Curtin Avenue from Sunset Drive to Roger Street. This includes full street reconstruction, terrace tree removal, miscellaneous sidewalk and terrace restoration. New concrete aprons will be installed and assessed to affected properties.

Sanitary Sewer, Storm Sewer and Water Main Reconstruction Scope

Welhouse Drive from Sunset Drive to Curtin Avenue; complete reconstruction of sanitary sewer and associated laterals to the home, water main and services, storm sewer and associated laterals.

Mini-Storm Sewer and Lateral Construction Scope

N. Sidney Street from Kimberly Avenue to Papermill Run; installation of mini-storm sewer and storm laterals to collect sump pump discharge.

b) AREA OF SPECIAL ASSESSMENT IMPROVEMENTS:

Welhouse Drive: Sunset Drive to Curtin Street

Curtin Street: Welhouse Drive to Roger Street

N. Sidney Street: Kimberly Avenue to Papermill Run

The special assessments as may be hereinafter determined shall be levied upon all real estate fronting roadways within the above-described areas; and/or individual properties within an area thereby defined.

2. Said improvements shall include the required cost of construction and installation, including total construction costs, engineering fees, attorney's fees, publication expenses, and Village Administrative costs and fees.

3. The Village Board hereby determines that all municipal improvements shall be made under Chapter(s) 66.0703, and as applicable §§ 61.36, 66.0701, 66.0703(8), and 66.0907, of the Wisconsin Statutes, as amended from time to time, and by Chapter 50, Village of Kimberly Municipal Code, and that the amount assessed against each specially benefited parcel is based upon a reasonable basis, being total construction and material costs, including engineering fees, attorney's fees, publication expenses, and Village Administrative costs and fees, and other appropriate special assessment proceeding costs. The Village Board of Trustees further determines that all said improvements specially benefit the property described in Paragraph 1 above.

4. The assessments against abutting property owners (or property owners within the area of special assessment) shall be paid in cash or in the number of installments to be determined following the Public Hearing on the proposed assessments and then according to the Final Assessment Resolution of the Village Board of Trustees as may be hereinafter adopted.

5. The Village Engineers and/or Village Director of Public Works are directed to prepare an Engineer's Report and/or Director of Public Works' Report consisting of:

- a) Preliminary and final plans and specifications for said improvements.
- b) An estimate of the entire, final, total costs of the proposed construction and installation, including costs of construction, material, engineering fees, attorney's fees, publication expenses, Village Administrative fees and costs, and other appropriate costs of special assessment proceedings.
- c) A schedule of proposed assessments against abutting property prepared under the terms and conditions of Chapter 66.0703 of the Wisconsin Statutes as amended from time to time.
- d) The Engineer's Report and/or Director of Public Works' Report shall determine and state that all such assessments are based upon a reasonable basis, being total construction and material costs, and additional direct or indirect costs as specified above, and that all special assessments specially benefit the property(s) being assessed.

Upon completing said Engineer's Report/Director of Public Works' Report, the Village Clerk is directed to prepare and publish a Class One Notice of a Public Hearing of said report and upon the Preliminary Special Assessment Resolution, as

specified in Chapter 66.0703(4) of the Wisconsin Statutes, as amended from time to time, which Notice of Public Hearing shall state the place and time at which the Report may be inspected and the place and time at which all persons interested or their agents or attorneys, may appear before the Village Board of Trustees and be heard concerning the matters contained in said Special Assessment Preliminary Resolution and the Village Engineer's Report or Village Director of Public Works' Report, which shall be a Public Hearing thereon. A copy of the Notice of Public Hearing, together with a scale map (if applicable) showing the general boundary areas of the proposed assessment district/area, shall be mailed at least ten (10) days before the hearing date to all interested persons whose post office addresses are known. The Public Hearing shall commence not less than ten (10) nor more than forty (40) days after publication. The Hearing shall be held at the Village Hall, Village of Kimberly, located at 515 W. Kimberly Avenue, Kimberly, Wisconsin, 54136, Outagamie County, State of Wisconsin, on the 25<sup>th</sup> day of March 2024 at 6:00 p.m.

Date introduced, approved and adopted: March 4, 2024.

VILLAGE OF KIMBERLY

---

Charles A. Kuen, Village President

---

Jennifer Weyenberg, Village Clerk



## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION:** Approval of McMahon Professional Services Agreement  
Managing Prairies and Wetlands

**REPORT PREPARED BY:** Greg Ulman, Director of Public Works/ Zoning  
Administrator; Holly Femal, Community Enrichment Director

**REPORT DATE:** March 4, 2024

**ADMINISTRATOR'S REVIEW / COMMENTS:**

**No additional comments to this report** \_\_\_MEM\_\_\_\_\_

**See additional comments attached** \_\_\_\_\_

**EXPLANATION:**

McMahon provided the Village of Kimberly a contract to provide services to our prairies and wetlands in 2024, the services provided are as follows:

- Inspect the prairies and wetlands once a month in May, June, July, August, September, October, and November for invasive species and other ecological management purposes.
- Spot herbicide invasive species in the prairies and wetlands three to five times during the fall.
- Divide and transplant wetland plants in the ponds to enhance the ecological, aesthetic, and stormwater treatment components of the wetland.
- Inform trapper of muskrat trapping needs.
- Remove goose fencing at Treaty Pond.
- Broad leaf herbicide the Cedar West Pond Prairie.

Based on the amount of work needed at each site McMahon will charge between a range of \$6,900.00 and \$11,300.00. A more detailed compensation table is described in the attachment.

**FUNDING:**

The money allotted to this project is already budgeted for the 2024 fiscal year.

**RECOMMENDED ACTION:** Approve the McMahon Professional Services Agreement for Managing Prairies and Wetlands for 2024.

**Attachments:**

1. McMahon Agreement for Professional Services

# AGREEMENT FOR PROFESSIONAL SERVICES

VILLAGE OF KIMBERLY  
Attn: Maggie Mahoney, Administrator  
515 W. Kimberly Avenue  
Kimberly, WI 54136

FEBRUARY 2, 2024  
McM. No. K0001-09-19-00456.00

## PROJECT DESCRIPTION

Manage the prairies and wetlands in 2024 at the Emons, Sunset Park, Courtland, Memorial, Cedars West, Cedars West Wetland Restoration and Treaty Park and Treaty Stormwater Ponds in the Village of Kimberly, Outagamie County, Wisconsin.

## SCOPE OF SERVICES

McMahon Associates, Inc. (McMahon) agrees to provide the following Scope of Services for this project:

- Inspect the prairies and wetlands once a month in May, June, July, August, September, October, and November for invasive species and other ecological management purposes.
- Spot herbicide invasive species in the prairies and wetlands three to five times during the spring to fall.
- Divide and transplant wetland plants in the ponds to enhance the ecological, aesthetic and stormwater treatment components of the wetlands.
- Inform trapper of muskrat trapping needs.
- Remove goose fencing at Treaty Pond.
- Broad leaf herbicided the Cedar West Pond Prairie.

## SPECIAL TERMS (Refer also to General Terms & Conditions, attached)

The Client agrees that the Project Description, Scope of Services, and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon.

## COMPENSATION

McMahon agrees to provide the Scope of Services described above for the following Time and Expense compensation.

- Emons Pond .....\$900 - \$1,500
- Sunset Park Pond .....\$900 - \$1,500
- Courtland Pond .....\$1,000 - \$1,500
- Memorial Pond .....\$900 - \$1,500
- Cedars West .....\$1,700 - \$2,700
- Cedars West Wetland Restoration Area .....\$500 - \$800
- Treaty Pond .....\$1,000 - \$1,800

## COMPLETION SCHEDULE

McMahon will provide these services in 2024.

## ACCEPTANCE

The General Terms & Conditions and the Scope of Services (defined in the above Agreement) are accepted, and McMahon is hereby authorized to proceed with the services. The Agreement fee is firm for acceptance within sixty (60) days from the date of this Agreement.

### VILLAGE OF KIMBERLY

515 W. Kimberly Avenue  
Kimberly, WI 54136

### McMAHON ASSOCIATES, INC.

1445 McMahon Drive | PO Box 1025  
Neenah, WI 54956 | 54957-1025  
920.751.4200 | MGMGRP.COM



---

*Authorized Signature*

---

Stuart A. Boerst, P.S.S., P.H.  
Associate / Sr Hydrogeologist/Ecologist

---

February 2, 2024

---

Date

Attachments: General Terms and Conditions  
Fee Schedule  
Reimbursable Schedule

**1. STANDARD OF CARE**

- 1.1 **Services:** McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 **Client's Representative:** McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.
- 1.3 **Warranty, Guarantees, Terms and Conditions:** McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

**2. PAYMENT AND COMPENSATION**

- 2.1 **Invoices:** McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 **Reimbursables:** Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Client has been notified and agrees to these costs.
- 2.3 **Changes:** The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 **Delays and Uncontrollable Forces:** Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases or pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

**3. INSURANCE**

- 3.1 **Limits:** McMahon will maintain insurance coverage in the following amounts:  

|   |                           |
|---|---------------------------|
| Worker's Compensation .....                         | Statutory                 |
| General Liability                                   |                           |
| Bodily Injury - Per Incident/Annual Aggregate ..... | \$1,000,000 / \$2,000,000 |
| Automobile Liability                                |                           |
| Bodily Injury .....                                 | \$1,000,000               |
| Property Damage .....                               | \$1,000,000               |
| Professional Liability Coverage .....               | \$2,000,000               |

If the Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

McMahon's liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon's fee not to exceed to \$250,000.

- 3.2 **Additional Insureds:** To the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations.

**4. CLAIMS AND DISPUTES**

- 4.1 **General:** In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 **Mediation:** If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 **Binding Dispute Resolution:** If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.



## 5. TERMINATION OR SUSPENSION

- 5.1 Client: Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahan. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.
- 5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahan and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahan may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahan.
- 5.3 Suspension for Non-Payment: McMahan may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

## 6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahan and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 Licenses: McMahan grants to the Client a nonexclusive license to use McMahan's IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 Re-use: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client agrees to defend, indemnify, and hold harmless McMahan from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the IOS by the Client or by others acting through the Client.

## 7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.
- 7.2 Modifications: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
- 7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 Mutual Non-Assignment: The Client and McMahan, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahan shall assign this Agreement without the written consent of the other.
- 7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahan.

## 8. MISCELLANEOUS PROVISIONS

- 8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 Means and Methods: McMahan is not responsible for direction or supervision of construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.
- 8.3 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahan's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahan shall indicate the purchase order number on the invoice(s) sent to the Client.
- 8.4 Project Maintenance: The Client (or Owner if applicable) shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client or Owner. McMahan shall have no responsibility for such issues or resulting damages.
- 8.5 Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 8.6 Corporate Protection: It is intended by the parties to this Agreement that McMahan's services in connection with the project shall not subject McMahan's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahan, a Wisconsin corporation, and not against any of McMahan's employees, officers, or directors.
- 8.7 Contingency: McMahan's professional services are not a warranty or guarantee. The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahan agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. The Client agrees to make no claim for costs related to changes in work within this threshold. Claims in excess of this threshold shall be resolved per the dispute resolution process.
- 8.8 Project Costs Associated with Agency Plan Review: McMahan will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.
- 8.9 Hazardous Materials: McMahan shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.
- 8.10 Climate: Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.



# FEE SCHEDULE | 2024

McMahon Associates, Inc.

Effective: 01/01/2024

| LABOR CLASSIFICATION                  | HOURLY RATE         |
|---------------------------------------|---------------------|
| Principal                             | \$205.00            |
| Senior Project Manager                | \$205.00            |
| Project Manager                       | \$145.00 - \$195.00 |
| Senior Engineer                       | \$185.00 - \$195.00 |
| Engineer                              | \$105.00 - \$175.00 |
| Senior Engineering Technician         | \$135.00 - \$145.00 |
| Engineering Technician                | \$75.00 - \$125.00  |
| Senior Architect                      | \$170.00 - \$190.00 |
| Architect                             | \$145.00 - \$165.00 |
| Senior Designer                       | \$120.00 - \$140.00 |
| Designer                              | \$90.00 - \$110.00  |
| Senior Land Surveyor                  | \$130.00 - \$170.00 |
| Land Surveyor                         | \$120.00            |
| Land Surveyor Technician              | \$85.00 - \$105.00  |
| Surveyor Apprentice                   | \$70.00             |
| Erosion Control Technician            | \$90.00             |
| Senior Hydrogeologist                 | \$205.00            |
| Senior Ecologist                      | \$195.00            |
| Environmental Scientist               | \$100.00 - \$115.00 |
| Senior G.I.S. Analyst                 | \$170.00            |
| G.I.S. Analyst                        | \$95.00 - \$115.00  |
| Wetland Delineator                    | \$115.00            |
| Senior Public Management Specialist   | \$160.00            |
| Public Management Specialist          | \$130.00            |
| Senior Public Safety Specialist       | \$160.00            |
| Public Safety Specialist              | \$130.00            |
| Building Inspector Specialist         | \$130.00            |
| Water / Wastewater Specialist         | \$105.00 - \$135.00 |
| Senior On-Site Project Representative | \$120.00            |
| On-Site Project Representative        | \$60.00 - \$105.00  |
| K-12 Administrative Specialist        | \$125.00            |
| State Plan Reviewer                   | \$145.00            |
| Certified Grant Specialist            | \$145.00            |
| Graphic Designer                      | \$110.00            |
| Senior Administrative Assistant       | \$95.00 - \$105.00  |
| Administrative Assistant              | \$85.00             |
| Intern                                | \$45.00 - \$70.00   |
| Professional Witness Services         | \$370.00            |

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

NEENAH, WISCONSIN  
CORPORATE HEADQUARTERS

Street Address:  
1445 McMAHON DRIVE  
NEENAH, WI 54956

Mailing Address:  
P.O. BOX 1025  
NEENAH, WI 54957-1025

Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM  
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD  
MACHESNEY PARK, IL 61115  
Ph 815.636.9590 | Fax 815.636.9591  
Email: McMAHON@MCMGRP.NET  
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2  
VALPARAISO, IN 46385  
Ph 219.462.7743 | Fax 219.464.8248  
Email: MCM@MCMGRP-IN.COM  
Web: WWW.MCMGRP.COM



# REIMBURSABLE EXPENSE SCHEDULE \* | 2024

McMahon Associates, Inc.

Effective: 01/01/2024

| DESCRIPTION                                    | RATE         |
|--|--------------|
| <b>REIMBURSABLE EXPENSES:</b>                  |              |
| Commercial Travel                              | 1.1 of Cost  |
| Delivery & Shipping                            | 1.1 of Cost  |
| Meals & Lodging                                | 1.1 of Cost  |
| Review & Submittal Fees                        | 1.1 of Cost  |
| Outside Consultants                            | 1.12 of Cost |
| Photographs & Models                           | 1.1 of Cost  |
| Misc. Reimbursable Expenses & Project Supplies | 1.1 of Cost  |
| Terrestrial Laser Scanner                      | \$1,500.00   |
| <b>REIMBURSABLE UNITS:</b>                     |              |
| Copy Charges - Black & White                   | \$0.08/Image |
| Copy Charges - Color / 8½" x 11"               | \$0.45/Image |
| Copy Charges - Color / 8½" x 14" and 11" x 17" | \$0.75/Image |
| Mileage  | \$0.75/Mile  |
| Mileage - Truck/Van                            | \$1.05/Mile  |
| All-Terrain Vehicle                            | \$100.00/Day |
| Global Positioning System (GPS)                | \$21.00/Hour |
| Hand-Held Global Positioning System (GPS)      | \$15.00/Hour |
| Robotic Total Station                          | \$20.00/Hour |
| Survey Hubs                                    | \$0.45/Each  |
| Survey Lath                                    | \$0.80/Each  |
| Survey Paint                                   | \$6.00/Can   |
| Survey Ribbon                                  | \$3.00/Roll  |
| Survey Rebars - 1¼"                            | \$10.00/Each |
| Survey Rebars - ¾"                             | \$3.50/Each  |
| Survey Rebars - 5/8"                           | \$3.00/Each  |
| Survey Iron Pipe - 1"                          | \$4.50/Each  |
| Survey Steel Fence Post - 1"                   | \$7.75/Each  |
| Control Spikes                                 | \$1.75/Each  |

NEENAH, WISCONSIN  
CORPORATE HEADQUARTERS

Street Address:  
1445 McMAHON DRIVE  
NEENAH, WI 54956

Mailing Address:  
P.O. BOX 1025  
NEENAH, WI 54957-1025

Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM  
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD  
MACHESNEY PARK, IL 61115  
Ph 815.636.9590 | Fax 815.636.9591

Email: McMAHON@MCMGRP.NET  
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2  
VALPARAISO, IN 46385  
Ph 219.462.7743 | Fax 219.464.8248

Email: MCM@MCMGRP-IN.COM  
Web: WWW.MCMGRP.COM

\* This schedule is not all inclusive.



## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION:** Replacing the Foreman position with a Streets Lead position.

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

**REPORT DATE:** March 4, 2024

**ADMINISTRATOR'S REVIEW / COMMENTS:**

No additional comments to this report \_\_\_\_MEM\_\_\_\_\_

See additional comments attached \_\_\_\_\_

**EXPLANATION:**

The Public Works Department is looking to change the Foreman position to a Street Lead position. With a change in personnel, we are recommending modifying the position to suit the needs of the department going forward. Currently the Foreman position is listed in the J pay grade, we are looking to create the Street Lead position in the I pay grade. We feel with the changes listed below; this becomes a more attractive position to potential personnel.

**Main roles in the Lead position:**

- Assign jobs daily
- Supervise street crew
- Communicate with residents as concerns may arise
- Provide training opportunities for employees
- Approve/deny vacation requests
- Make leadership decisions in the field
- Coordinate snowplow activities
- Be a working lead in the field with the crew

**How the Lead position differs from the Foreman:**

- Non-salaried (non-exempt) position
- Not on call 24/7 – We will have a rotating on-call phone

While the Foreman position was an extra employee, not a part of the 7-person operators' crew; we are looking to have 6 operator positions, with the Lead position being a part of the operators in the field daily, but in a supervisory role.

**FUNDING:**

In 2024 approved payroll budget for the Street Foreman position will be used to fund this position.

**RECOMMENDED ACTION:**

1. Approve the Street Lead position with a pay grade of I, as well as eliminate the Street Foreman position.
2. Approve the updated organization chart.

# VILLAGE OF KIMBERLY

## STREET LEAD

Approximate number of employees in classification with the same title: 0

**Department:** Street/Park and Rec Department

**Location:** 426 W. Kimberly Avenue

**Reports to:** Director of Public Works

**Supervises:** Street Operators & Seasonal Street Employees

**Pay Grade and Classification:** I – non-exempt

**Medical Physical:** Yes

**Workweek:** Monday – Friday (6:30-3) Weekend hours intermittently required between Memorial Day and Labor Day and potential year-round call ins for snow, ice, and water breaks.

**Background Check:** Yes

### **PURPOSE OF POSITION:**

To perform duties required to provide and maintain village parks, park amenities, streets, terrace trees, storm and sanitary sewers, refuse and other special collections, inspections, equipment maintenance, and general cleaning and maintenance in accordance with Village ordinances and policies. The employee will provide necessary services in a safe, timely and professional manner to allow for effective operations. The employee will be responsible for management of the seasonal street employees including seasonal job duties and work plans. The employee will be required to perform services as needed during scheduled working hours and after hours as necessitated by weather or factors which require immediate service or attention.

### **FUNDAMENTAL JOB DUTIES AND RESPONSIBILITIES**

Coordinate and communicate with Parks Lead and Maintenance Foreman employees as necessary.

Supervise the Streets Operators and seasonal street employees.

Meets daily with the Street department employees to discuss job requirements and give detailed work instructions/assignments. Makes and adjusts work assignments as needed to insure employee efficiency and to fulfill work assignments. Authorizes Street Department leaves and vacations. Provides leadership and organizational support for the Street Department.

Coordinate snow plowing and snow removal operations, instruct crew on applying sand/salt/brine as well as hauling operations.

Communicate with residents as concerns may arise.

Coordinate the on-call schedule with crew.

Construction, painting, and necessary repairs to equipment, buildings and property.

Drive light and heavy equipment (e.g., skid steer, tractors, lawn mowers, dump trucks, loader, etc.)

Trim trees; remove dead trees and stumps, tree and brush control, landscaping and planting new trees.

Perform construction projects such as rebuilding and installing manholes, sanitary and storm sewer construction or repair, building and repair of structures, concrete work, work in trenches and above ground.

The collection of refuse, rubbish, and recycling materials.

Use of hand and power tools.

Performs maintenance on road signs and traffic lights as needed, updates records.

Assist the water utility, maintain sanitary sewers and storm sewers. Monitor lift stations.

Assist the Parks Department with maintenance of the; parking lots, street and sidewalk maintenance and repair, including street sweeping; maintenance of catch basins; playground and park facility maintenance; maintenance of the parks tree canopy; ballfield maintenance and grooming; maintenance support for a sand beach swimming facility; repair of parks street and parking surfaces (hauling hot mix, removing existing concrete; patching blacktop; repairing broken concrete; and crack-filling.) Grass cutting and trimming. Cleaning and maintaining restrooms and park areas.

Other duties as assigned.

## **WORKING CONDITIONS WHILE PERFORMING THE ESSENTIAL FUNCTIONS**

Work performed is outside where hazards include traffic, dust, noise, vibrations, mechanical hazards and slippery conditions. Work is done in inclement weather such as wet and humid conditions, rain, snow, ice, and in some situations extreme cold and extreme heat. Work may be off platforms, scaffolding, ladders and bucket lift. Work may be with chemicals such as: fertilizers, pesticides, gas, oil, and cleaners. Work manholes and lift stations where fumes, gases, odors, and poor ventilation may be present.

Understands the importance of weather related and emergency responses. Routinely participates when called in for snow and ice control operations and other Village emergencies as directed and responds in a timely manner when contacted by the employer for non-scheduled work.

Ability to work a varied schedule, including nights, weekends, extended and non-standard hours.

## **EQUIPMENT USED TO PERFORM ESSENTIAL FUNCTIONS**

Operation of the municipal fleet including but not limited to dump and plow trucks, leaf vacuum truck, garbage trucks, tractors, loader, aerial lift, lawn mowers (ride and push), utility vehicles, air compressor, air hammer, brush chipper, tar kettle, paint machine, hand and power tools, chain saw, shovels, brooms, rake, weed eater, and chemical sprayers. Breathing apparatus, air and gas monitors, personal protective equipment and other miscellaneous equipment. Office equipment (computer, telephone, copy machine), digital camera, camcorder, and measuring devices.

## **MINIMUM AND RECOMMENDED POSITION QUALIFICATIONS:**

**Education:** High school education or equivalent is required. Some college, trade, or technical schooling preferred.

**Experience:** 3+ years of experience with the Fundamental Job Duties required.

**Certifications/Licenses:** Possess and maintain a valid Commercial Driver's License, Class B with tanker endorsement.

**Knowledge, Skills, and Abilities:** Establish and maintain effective working relationships with supervisors, coworkers, and the general public. Good communication skills, basic computer skills, and a mechanical aptitude. Basic everyday living skills are needed as well as the ability to understand and follow verbal and written directions, read, write, add and subtract. Knowledge of applicable codes, ordinances and safety regulations pertaining to general construction, utilities and street maintenance, playground and ballfield maintenance, and the operation of heavy equipment.

---

*The above statements are intended to describe the general nature and level of work being performed by most people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and requirements. Scheduling flexibility is required to accommodate changing business needs.*

UPDATED 2/26/2024.

## JOB ANALYSIS REQUIREMENTS

Job Title: Parks Lead

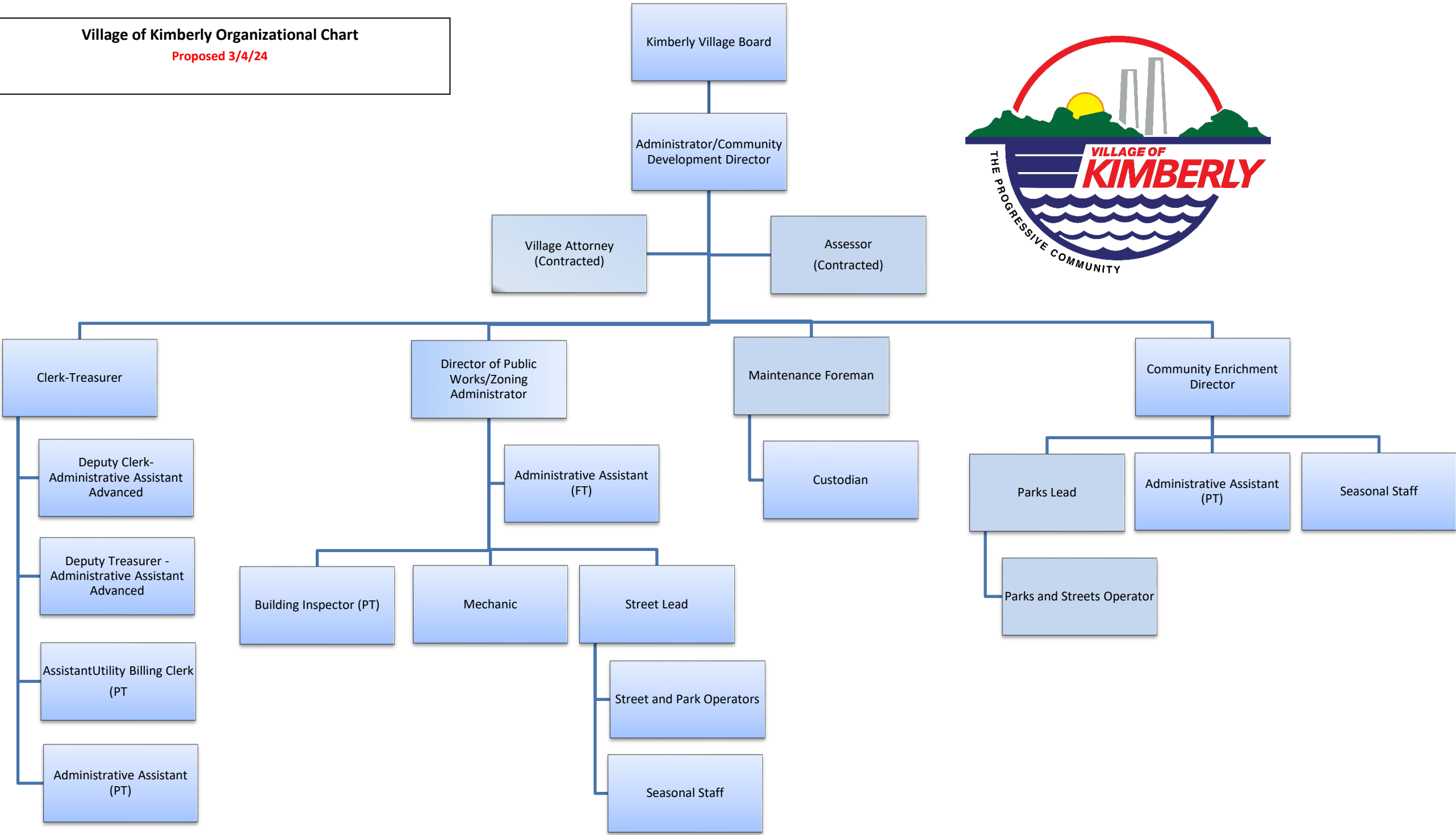
N: Never, O: Occasional 1-33% of the time on job, F: Frequently 34-66% of the time on job, C: Constantly ≥ 67% of the time on job

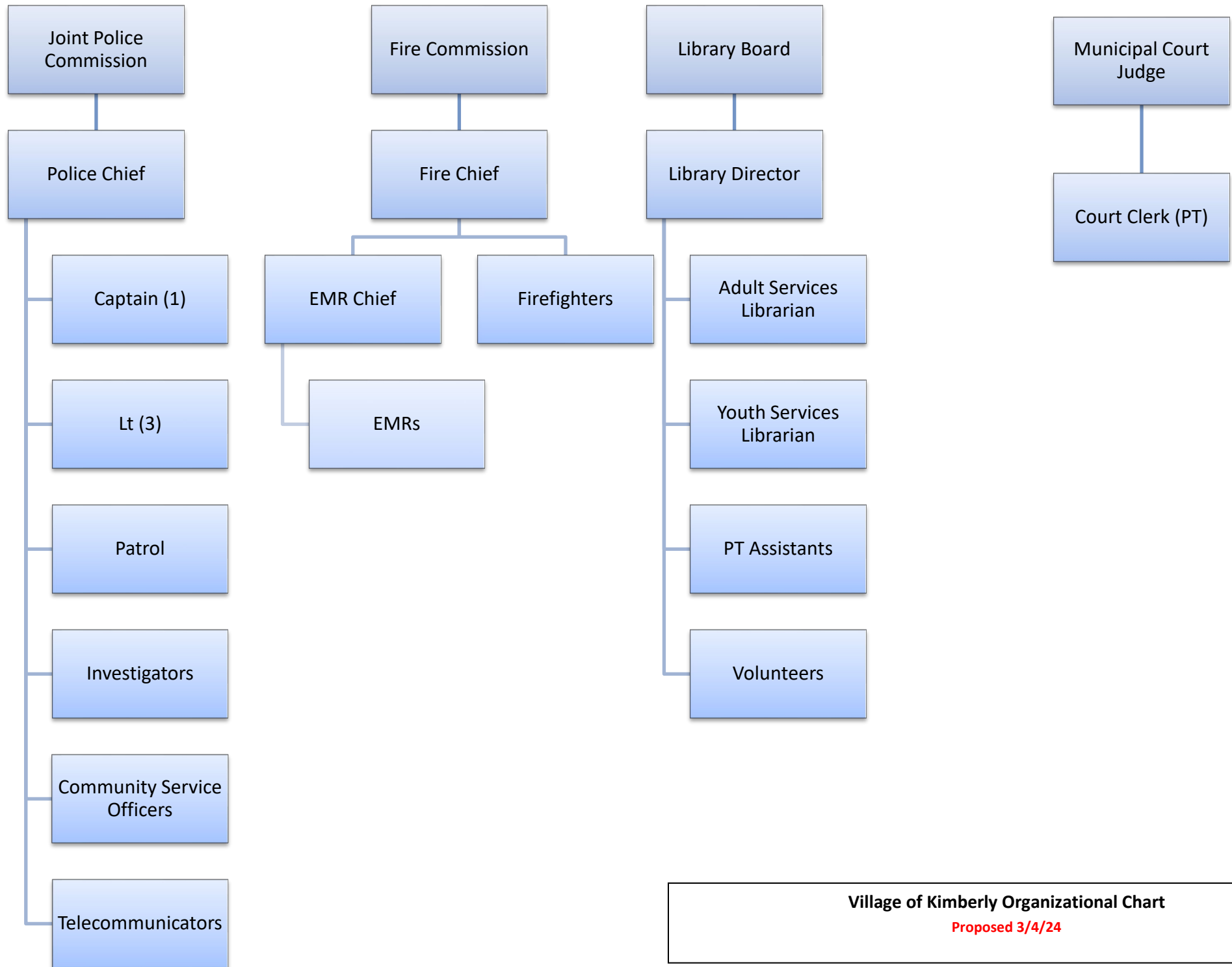
| PHYSICAL DEMANDS OF ESSENTIAL FUNCTIONS        |          |   |          |   | WORKING CONDITIONS                                      |   |   |   |   |
|--|----------|---|----------|---|---|---|---|---|---|
|  | N        | O | F        | C |   | N | O | F | C |
| 1 Standing                                     |          | X |          |   | 1 Outside   |   |   | X |   |
| 2 Walking                                      |          | X |          |   | 2 Alternating between in & outside                      |   |   | X |   |
| 3 Sitting                                      |          | X |          |   | 3 Heat ≥ 95°F   |   | X |   |   |
| 4 Lifting: Less than 10 lbs.                   |          |   | X        |   | 4 Cold ≤ 32°F   |   | X |   |   |
| 5 Lifting: Less than 25 lbs.                   |          |   | X        |   | 5 Fluctuating Temperatures                              |   | X |   |   |
| 6 Lifting: Less than 45 lbs.                   |          | X |          |   | 6 Wet Conditions  |   | X |   |   |
| 7 Lifting: Less than 75 lbs.                   |          | X |          |   | 7 Dry Atmospheric Conditions                            |   | X |   |   |
| 8 Carrying up to 45 lbs.                       |          | X |          |   | 8 Confined Spaces                                       | X |   |   |   |
| 9 Pushing up to 45 lbs.                        |          | X |          |   | 9 Heights ≥ 6 ft.                                       |   | X |   |   |
| 10 Pulling up to 45 lbs.                       |          | X |          |   | 10 Heights ≥ 30ft.                                      |   | X |   |   |
| 11 Pulling hand over hand                      |          | X |          |   | 11 Constant noise, 85 decibels (db) +                   |   | X |   |   |
| 12 Climbing stairs                             |          | X |          |   | 12 Intermittent noise, 85 db +                          |   | X |   |   |
| 13 Climbing - ladder                           |          | X |          |   | 13 Vibration  |   | X |   |   |
| 14 Balancing                                   |          | X |          |   | 14 Irritant Fumes                                       |   | X |   |   |
| 15 Stooping                                    |          | X |          |   | 15 Dust   |   | X |   |   |
| 16 Kneeling                                    |          | X |          |   | 16 Gases: Diesel, Gasoline                              |   | X |   |   |
| 17 Repeated bending                            |          | X |          |   | 17 Chemicals  |   | X |   |   |
| 18 Crawling                                    |          | X |          |   | 18 Grease & oils  |   | X |   |   |
| 19 Reaching high, low, and level               |          | X |          |   | 19 Working with moving machinery                        |   |   | X |   |
| 20 Repetitive finger movements                 |          | X |          |   | 20 Working with moving vehicles                         |   |   | X |   |
| 21 Use of hands for grasping                   |          |   | X        |   | 21 Working with ladders/scaffolding                     |   | X |   |   |
| 22 Use of hands for manipulation               |          |   | X        |   | 22 Working below ground                                 |   | X |   |   |
| 23 Use of hands for twisting of wrist          |          |   | X        |   | 23 Working with hands in water                          |   | X |   |   |
| 24 Use of hands for flexion/extension of wrist |          |   | X        |   | 24 Working alone/independently                          |   | X |   |   |
| 25 Use of hands for reaching                   |          |   | X        |   | 25 Light/medium work intensity, 8 hrs./day, 5 days/week |   |   |   |   |
| 26 Use of hands for overhead work              |          | X |          |   |   |   |   |   |   |
| 27 Repetitive motion involving wrists or hands |          | X |          |   |   |   |   |   |   |
| 28 Both hands required                         |          |   | X        |   |   |   |   |   |   |
| 29 Both legs required                          |          |   | X        |   |   |   |   |   |   |
| 30 Simultaneous mental/muscular coordination   |          | X |          |   |   |   |   |   |   |
| 31 Clear oral communication                    |          |   |          | X |   |   |   |   |   |
| 32 Hearing - conversation                      |          |   | X        |   |   |   |   |   |   |
| 33 Visual Concentration                        |          |   | X        |   |   |   |   |   |   |
|  | <b>Y</b> |   | <b>N</b> |   |   |   |   |   |   |
| 34 Specific visual requirements                | X        |   |          |   |   |   |   |   |   |
| 35 Depth Perception                            | X        |   |          |   |   |   |   |   |   |
| 36 Color Vision: Distinguishing color & shade  | X        |   |          |   |   |   |   |   |   |
| 37 Operation of crane, truck, or motor vehicle | X        |   |          |   |   |   |   |   |   |

Reviewed/Revised: 1/30/23.



**Village of Kimberly Organizational Chart**  
*Proposed 3/4/24*





**Village of Kimberly Organizational Chart**  
 Proposed 3/4/24



## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION:** Approval of Street/Parks On-Call Procedure

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

**REPORT DATE:** March 4, 2024

**ADMINISTRATOR'S REVIEW / COMMENTS:**

**No additional comments to this report** \_\_\_MEM\_\_\_\_\_

**See additional comments attached** \_\_\_\_\_

**EXPLANATION:**

The Village of Kimberly is going to implement an on-call rotation for our Lead/Advanced Operator positions. Each member of these roles will rotate the on-call emergency phone on a weekly basis. The intent of this implementation is to not have one person overwhelmed by being on call every day of the year. When an emergency such as winter weather, sewer backups, water main breaks, or tree damage happens outside of normal operating hours, the person on-call will receive a call from someone reporting the emergency and they will need to respond accordingly. If the matter becomes more complex, where the entire crew needs to be called in, a supervisor or the Director will need to be involved with implementing jobs tasks.

Highlights from the procedure sheet are as follows:

- Employee shall be on-call and available to answer the phone 24/7 for the week they hold the phone
- Employee shall refrain from consuming intoxicating substances while on-call
- The employee on-call can call up to two individuals to respond to an emergency and if more crew shall be needed, the Lead or the Director shall be notified to make such decisions.
- If the employee responds on-site they will be compensated at double rate of pay for a minimum of two hours pay.
- The on-call pay shall be \$24 per day, \$48 per day on a calendar holiday (Christmas, Thanksgiving, 4<sup>th</sup> of July, etc.)

By switching to a rotating on-call schedule, this will ensure we don't burn out individual employees by forcing them to be on call every day of the year. This policy is similar to what other communities of our size in this area implement for their on-call procedure as well.

**FUNDING:**

In 2024 payroll funds are available for these positions to perform this duty with the change of the Street Foreman position to Street Lead position, which is another item on this agenda. In the future this cost would be factored into the payroll budgeting process.

**RECOMMENDED ACTION:** Approve the Street/Parks On-Call procedure as presented.

**Attachments:** Street/Parks On-Call Procedure

**STREETS/PARKS**  
**ON-CALL PROCEDURES**

**Effective: March 5, 2024**

**I. On-Call Procedure**

Streets/Parks Leads/Advanced Operators shall adhere to the following work rules when assigned on-call duties:

- A. All Leads/Advanced Operators shall be responsible for one (1) week of on-call duty on a rotating basis. No Lead/Advanced Operator shall opt out of the on-call rotation.
- B. Trades in on-call duty are allowed for weekly or daily periods. Trades shall be arranged directly between affected Leads/Advanced Operators and approved by the Public Works Director. If trade happens after the conclusion of a business day, the Director will be notified via text message.
- C. Hours of on-call duty shall be 6:30 a.m. Monday through 6:30 a.m. the following Monday.
- D. The individual on call shall refrain from the consumption of alcoholic beverages
- E. A Village-issued cellular telephone shall remain with the individual when on call and away from his/her residence
- F. The individual on call shall remain no more than 30 minutes away from the Village of Kimberly during on-call duty, allowing him/her to respond to emergencies within 30 minutes of being called
- G. An on-call schedule shall be posted by the time clock to let all know who is currently on call
- H. The operator on call can call up to two people to respond to an emergency (Snow, sanitary back-up, emergency tree repair, etc.) If more operators are needed (full crew plowing events, etc.) the Street Lead must be involved in this decision, unless granted by prior approval from the Director of Public Works

**II. Call-in Compensation**

When physically responding to call-in situations outside of regular work hours, the individual on call shall be compensated as follows:

- A. All operations – Compensable at two times pay per hour (x2) for actual time spent performing call-in duties in the field and/or at the workplace. Minimum of two hours pay
- B. Issues not requiring field response – Not compensable (e.g. – telephone calls (calling in fellow employees), call-in procedures, etc.). Exceptions to this item may be granted to the on-call employee on a case-by-case basis, depending on actual circumstances at the time of the event

### **III. Stand By Pay**

The individual on call shall be compensated for standing by on all days and holidays as follows:

- A. Any day an individual has the phone: \$24 per day
- B. Calendar Holidays: \$48 per day (New years Day, Good Friday, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, Christmas Day)



## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION:** Payment to Outagamie County Highway Department for Costshare for CTH CE and Railroad Street Project

**REPORT PREPARED BY:** Maggie Mahoney, Administrator

**REPORT DATE:** March 4, 2024

**EXPLANATION:**

The Village of Kimberly has received the invoice from Outagamie County for construction of the intersection for \$233,041.29.

As a reminder, the Village has an intergovernmental agreement with Outagamie County for this project with a costshare of 50/50 (agreement is attached).

A detailed invoice and supplemental information of all final costs is attached.

**FUNDING:**

Budgeted TID 5 project funding of \$346,400 was carried forward from 2023 to 2024.

**RECOMMENDED ACTION:**

Approve payment to Outagamie County Highway Department for CTH CE and Railroad Street Project costs in the amount of \$233,041.29.

**ATTACHMENTS:**

1. Intergovernmental Agreement for project
2. Project Invoice from Outagamie County

## OUTAGAMIE COUNTY HIGHWAY DEPARTMENT

**COUNTY / MUNICIPAL AGREEMENT**

CTH CE (E. College Avenue) & Railroad Street intersection  
 Outagamie County Project No. 581200

|               |                                    |
|---------------|------------------------------------|
| DATE:         | <b>6/7/2021</b>                    |
| PROJECT:      | CTH CE & Railroad St. Intersection |
| HIGHWAY:      | CTH "CE" / E. College Ave.         |
| LIMITS:       | CTH CE & Railroad Intersection     |
| MUNICIPALITY: | Village of Kimberly                |

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

**PROJECT DESCRIPTION:**

This agreement is an update to, and supercedes the previously-signed agreement that funded the initial engineering and design for the subject project location, dated 11/16/2017. This agreement is for final engineering design, right-of-way acquisition, and construction of proposed improvements at the intersection of CTH "CE" & Railroad Street consisting of a restricted crossing U-turn (RCUT) intersection. Associated improvements include upgraded intersection approaches, three sets of new traffic signals, storm sewer and median improvements, and incidental items. This project has been awarded Federal/state funds through the Highway Safety Improvement Program (HSIP). As a result, this agreement is intended to show the municipal participation for the local share only, with the majority of project funding being provided through the HSIP program, and is an update to the previously-signed agreement which did not include Federal/state

| <b>COST ESTIMATE AND PARTICIPATION</b> |                            |                    |     |                  |      |                     |     |
|--|----------------------------|--------------------|-----|------------------|------|---------------------|-----|
| PHASE                                  | ***** ESTIMATED COST ***** |                    |     |                  |      |                     |     |
|  | Total Estimated Cost       | WisDOT             | %   | Outagamie County | %    | Village of Kimberly | %   |
| <b>ENGINEERING:</b>                    |                            |                    |     |                  |      |                     |     |
| Design                                 | \$200,000                  | \$0                | 0%  | \$100,000        | 50%  | \$100,000           | 50% |
| State Review                           | \$22,000                   | \$0                | 0%  | \$11,000         | 50%  | \$11,000            | 50% |
| Lead / Oversight                       | \$15,000                   | \$0                | 0%  | \$7,500          | 50%  | \$7,500             | 50% |
| <b>TOTAL ENGINEERING</b>               | <b>\$237,000</b>           | <b>\$0</b>         |     | <b>\$118,500</b> |      | <b>\$118,500</b>    |     |
| <b>RIGHT OF WAY:</b>                   | \$50,000                   | \$0                | 0%  | \$50,000         | 100% | \$0                 | 0%  |
| <b>CONSTRUCTION:</b>                   |                            |                    |     |                  |      |                     |     |
| Participating Construction             | \$1,348,809                | \$1,213,928        | 90% | \$67,440         | 5%   | \$67,440.45         | 5%  |
| Non-Part. Construction                 | \$0                        | \$0                | 0%  | TBD              | --   | TBD                 | --  |
| Construction Engineering               | \$150,000                  | \$135,000          | 90% | \$7,500          | 5%   | \$7,500             | 5%  |
| State Review                           | \$20,400                   | \$18,360           | 90% | \$1,020          | 5%   | \$1,020             | 5%  |
| Lead / Oversight                       | \$10,000                   | \$0                | 0%  | \$5,000          | 50%  | \$5,000             | 50% |
| <b>TOTAL CONSTRUCTION</b>              | <b>\$1,529,209</b>         | <b>\$1,367,288</b> |     | <b>\$80,960</b>  |      | <b>\$80,960</b>     |     |
| <b>TOTAL PROJECT COST</b>              | <b>\$1,816,209</b>         | <b>\$1,367,288</b> | *   | <b>\$249,460</b> |      | <b>\$199,460</b>    |     |

\* Note: WisDOT/Federal funding for ID 4160-06-71 is capped at \$1,367,288.

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



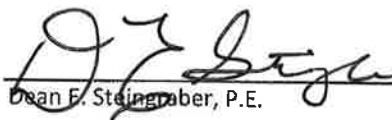
**Terms and Conditions**

1. When Federal Funds are involved, the improvement will be subject to the applicable Federal Aid Highway Act and Regulations of the Federal Highway Administration, U.S. Department of Transportation.
2. This is a joint agreement between the County and the Municipality. The Municipality will be kept informed of the project status and will have input regarding the project. This project will be administered under the County Administrative Rule 10-02.
3. If the Municipality should withdraw the project, it will pay to the County any cost that has been incurred by the County on behalf of the project.
4. The project costs shown in the agreement are an estimate. The Municipality will be invoiced periodically, and agrees to pay based on actual costs incurred. Such costs may be greater or less than the estimated amount(s); however, the Municipality acknowledges that costs between the time this agreement is executed and the actual time of construction may vary.
5. The County's obligation to perform under this contract shall be subject to County Board appropriation of funds sufficient to fund the County's obligations herein.
6. The County and Municipality agree and understand that the Municipality is reserving its rights to assess any costs incurred by the Municipality for this project. The Municipality and County hereby further agree that the Municipality has the right to assess any of its costs upon terms deemed acceptable by the Municipality subject to the following: In the event county property is assessed or subject to assessment, the County reserves the right to object to the propriety and / or correctness of the assessment formula or methodology, however, such right to object does not extend to the Municipality's ability to assess. The County's right to object includes the ability to challenge the assessment methodology or formula in circuit court and to pursue appeals of circuit court decisions.
7. Operations and Maintenance responsibilities of facilities built with this project will be determined during design. Outagamie County will maintain the following items:
  - a. Highway pavement surface and roadway base between outside curblines
  - b. Curb & gutter along the County Trunk Highway terminating at the end of the radius along connecting streets
  - c. Roadway signing and pavement marking
  - d. Traffic signal equipment and traffic signal cabinet
  - e. Median island surfacing
  - f. Typical County mowing and brush clearing within the right-of-way
  - g. Overhead street lighting required for safe intersection operations
  - h. Maintain records of the highway and right-of-way, and utility and access permits

The Municipality will maintain the following items:

- a. Storm sewer drainage pipes and structures
- b. Off-road sidewalks, multimodal facilities, and crossings
- c. Signing and pavement markings necessary sidewalks, trail crossings, or multi-modal facilities
- d. Aesthetic mowing, trees, shrubs, and/or landscaping features located within the right-of-way
- e. Maintenance of side streets terminating at the end of curb radii or crosswalk, whichever is farther from the County Highway centerline.
- f. Additional amenities requested by the Municipality

BY:

  
Dean F. Steingraber, P.E.

Outagamie County Highway Commis:

7/14/21  
Date

BY:

  
Signed for and on behalf of:

Village of Kimberly

6/29/2021  
Date



# Highway Department

1313 Holland Road, Appleton, WI 54911-8947

Any questions regarding this Invoice, please call 920-832-5673 or fax 920-832-2032

KIMBERLY, VILLAGE OF  
ATTN: VILLAGE ADMINISTRATOR  
515 WEST KIMBERLY AVENUE  
KIMBERLY, WI 54136

Remit To:  
Outagamie County  
Treasurers Office  
320 S. Walnut St.  
Appleton, WI. 54911

|                |           |
|----------------|-----------|
| Customer       | 184217    |
| Invoice Number | 1020497   |
| Invoice Date   | 2/13/2024 |

INVOICE : KIMBERLY, VILLAGE OF  
WORK ORDER: 580500 CTH CE & RR  
580500 CTH CE & RR

DESCRIPTION  
COST SHARE

See Attached

|                   |                    |
|-------------------|--------------------|
|                   | \$ 230,001.80      |
| Records & Reports | <u>\$ 3,039.49</u> |

**INVOICE \$ 233,041.29**

580500

| Date   | Explanation                           | Invoice #      | Amount                                   | County 50%        | Kimberly 50%      |
|--|---------------------------------------|----------------|--|-------------------|-------------------|
| <b>WI DEPT OF TRANSPORTATION</b>             |                                       |                |  |                   |                   |
| 1/31/2023                                    | Preliminary                           | 395-0000294314 | 1,234.72                                 | 617.36            | 617.36            |
| 5/31/2023                                    | Roadway Item                          | 395-0000308196 | 317.86                                   | 158.93            | 158.93            |
| 5/31/2023                                    | Roadway Item                          | 395-0000308197 | 100.92                                   | 50.46             | 50.46             |
| 8/31/2023                                    | Roadway Item                          | 395-0000320466 | 105,463.89                               | 52,731.95         | 52,731.95         |
| 9/30/2023                                    | Preliminary                           | 395-0000324889 | 482.26                                   | 241.13            | 241.13            |
| 9/30/2023                                    | Roadway Item                          | 395-000324890  | 38,673.00                                | 19,336.50         | 19,336.50         |
| 11/1/2023                                    | Roadway Item                          | 395-000328514  | 34,918.03                                | 17,459.02         | 17,459.02         |
| 11/30/2023                                   | Roadway Item                          | 395-0000332104 | 1,714.39                                 | 857.20            | 857.20            |
| 12/31/2023                                   | Roadway Item                          | 395-0000337077 | 103,413.43                               | 51,706.72         | 51,706.72         |
| <b>WisDOT Total</b>                          |                                       |                | <b>286,318.50</b>                        | <b>143,159.25</b> | <b>143,159.25</b> |
| <b>AYRES ASSOCIATES INC</b>                  |                                       |                |  |                   |                   |
| 1/28/2023                                    | Post-Construction Programming Support | 205505         | 2,500.52                                 | 1,250.26          | 1,250.26          |
| 2/25/2023                                    | Post-Construction Programming Support | 205890         | 500.78                                   | 250.39            | 250.39            |
| 11/6/2023                                    | Post-Construction Programming Support | 210688         | 664.81                                   | 332.41            | 332.41            |
| <b>Ayres Total</b>                           |                                       |                | <b>3,666.11</b>                          | <b>1,833.06</b>   | <b>1,833.06</b>   |
| Outagamie County Engineering (separate page) |                                       |                | <b>Engineering Total</b>                 | <b>7,202.82</b>   | <b>3,601.41</b>   |
| Outagamie County Workforce (separate page)   |                                       |                | <b>Drainage, Culverts, Rip Rap Total</b> | <b>769.07</b>     | <b>384.54</b>     |
| 006 DRAINAGE, CULVERTS, RIP RAP              |                                       |                |  |                   |                   |
| 021 TRAFFIC SIGNALS                          |                                       |                | <b>Traffic Signals Total</b>             | <b>161,109.50</b> | <b>80,554.75</b>  |
| 043 SIGNING                                  |                                       |                | <b>Signing Total</b>                     | <b>937.59</b>     | <b>468.80</b>     |
| <b>Subtotal</b>                              |                                       |                | <b>173,685.09</b>                        | <b>86,842.55</b>  | <b>86,842.55</b>  |
| <b>Records &amp; Reports</b>                 |                                       |                | <b>3,039.49</b>                          | <b>-</b>          | <b>3,039.49</b>   |
| <b>Total</b>                                 |                                       |                | <b>463,043.08</b>                        | <b>230,001.80</b> | <b>233,041.28</b> |



# Invoice

Please remit payment to:  
**Ayres Associates Inc**  
**3433 Oakwood Hills Parkway**  
**Eau Claire, WI 54701**

Project Manager: Troy Robillard  
 Project Contact:

Dean Steingraber  
 Outagamie County Highway Department  
 1313 Holland Road  
 Appleton, WI 54911-8947

February 10, 2023  
 Project No: 45-0456.00  
 Invoice No: 205505

County CE & Railroad Street  
 Railroad Street & Van Roy / Better Way  
 Village of Kimberly  
 Outagamie County

**APPROVED**  
**Joe Zellmer, P.E.**  
 Outagamie Co. Highway Dept  
 Project ID: 580500  
 02/13/2023 020

For: Final/Post PSE, Utility Coordination  
Professional Services through January 28, 2023  
 Professional Personnel

|                    | Hours        | Amount          |
|--------------------|--------------|-----------------|
| Engineer 3         | 15.50        |                 |
| Engineer 1         | 1.00         |                 |
| Technician 2       | 2.30         |                 |
| <b>Totals</b>      | <b>18.80</b> |                 |
| <b>Total Labor</b> |              | <b>2,468.30</b> |

| <b>Reimbursable Expenses</b>  |  |              |              |
|-------------------------------|--|--------------|--------------|
| Mileage                       |  | 32.22        |              |
| <b>Subtotal Reimbursables</b> |  | <b>32.22</b> | <b>32.22</b> |

| <b>Billing Limits</b> | <b>Current</b> | <b>Prior</b>                 | <b>To-Date</b>    |
|-----------------------|----------------|------------------------------|-------------------|
| Total Billings        | 2,500.52       | 186,398.70                   | 188,899.22        |
| Limit                 |                |                              | 189,400.00        |
| Remaining             |                |                              | 500.78            |
|                       |                | <b>Subtotal this Project</b> | <b>\$2,500.52</b> |

---

| <b>Task CE &amp; RR UWM Cultural Resource Management</b> |                |                           |                |
|--|----------------|---------------------------|----------------|
| <b>Billing Limits</b>                                    | <b>Current</b> | <b>Prior</b>              | <b>To-Date</b> |
| Total Billings   | 0.00           | 2,388.08                  | 2,388.08       |
| Limit  |                |                           | 2,570.00       |
| Remaining  |                |                           | 181.92         |
|  |                | <b>Subtotal this Task</b> | <b>0.00</b>    |

---

| <b>Task CE &amp; RR PSI</b> |                |                           |                |
|-----------------------------|----------------|---------------------------|----------------|
| <b>Billing Limits</b>       | <b>Current</b> | <b>Prior</b>              | <b>To-Date</b> |
| Total Billings              | 0.00           | 2,125.00                  | 2,125.00       |
| Limit                       |                |                           | 2,125.00       |
|                             |                | <b>Subtotal this Task</b> | <b>0.00</b>    |

All invoices are payable upon receipt.

There will be a monthly finance charge of 1% (12% per year) on the unpaid balance. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

|         |            |  |                              |                          |
|---------|------------|--|------------------------------|--------------------------|
| Project | 45-0456.00 | County CE & Railroad St, Outagamie Co. | Invoice                      | 205505                   |
|         |            |  | <b>Subtotal this Project</b> | <b>0.00</b>              |
|         |            |  | <b>TOTAL THIS INVOICE</b>    | <b><u>\$2,500.52</u></b> |

**All invoices are payable upon receipt.**

There will be a monthly finance charge of 1% (12% per year) on the unpaid balance. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



# Invoice

Please remit payment to:  
 Ayres Associates Inc  
 3433 Oakwood Hills Parkway  
 Eau Claire, WI 54701

Project Manager: Troy Robillard  
 Project Contact:

Dean Steingraber  
 Outagamie County Highway Department  
 1313 Holland Road  
 Appleton, WI 54911-8947

March 6, 2023  
 Project No: 45-0456.00  
 Invoice No: 205890

**APPROVED**  
**Joe Zellmer, P.E.**  
 Outagamie Co. Highway Dept  
 Project ID: 580500  
 03/06/2023 020

County CE & Railroad Street  
 Railroad Street & Van Roy / Better Way  
 Village of Kimberly  
 Outagamie County

For: Traffic analysis, post PSE  
Professional Services through February 25, 2023  
 Professional Personnel

|                              | Hours |                | Amount       |                 |
|------------------------------|-------|----------------|--------------|-----------------|
| Engineer 3                   | 17.50 |                |              |                 |
| Engineer 1                   | 8.50  |                |              |                 |
| Totals                       | 26.00 |                |              |                 |
| Total Labor                  |       |                |              | 3,588.75        |
| <b>Billing Limits</b>        |       | <b>Current</b> | <b>Prior</b> | <b>To-Date</b>  |
| Total Billings               |       | 3,588.75       | 188,899.22   | 192,487.97      |
| Limit                        |       |                |              | 189,400.00      |
| Adjustment                   |       |                |              | -3,087.97       |
| <b>Subtotal this Project</b> |       |                |              | <b>\$500.78</b> |

---

| Task                      | CE & RR UWM Cultural Resource Management |              |                |             |
|---------------------------|--|--------------|----------------|-------------|
| <b>Billing Limits</b>     | <b>Current</b>                           | <b>Prior</b> | <b>To-Date</b> |             |
| Total Billings            | 0.00                                     | 2,388.08     | 2,388.08       |             |
| Limit                     |  |              | 2,570.00       |             |
| Remaining                 |  |              | 181.92         |             |
| <b>Subtotal this Task</b> |  |              |                | <b>0.00</b> |

---

| Task                         | CE & RR PSI    |              |                |             |
|------------------------------|----------------|--------------|----------------|-------------|
| <b>Billing Limits</b>        | <b>Current</b> | <b>Prior</b> | <b>To-Date</b> |             |
| Total Billings               | 0.00           | 2,125.00     | 2,125.00       |             |
| Limit                        |                |              | 2,125.00       |             |
| <b>Subtotal this Task</b>    |                |              |                | <b>0.00</b> |
| <b>Subtotal this Project</b> |                |              |                | <b>0.00</b> |

**TOTAL THIS INVOICE** \$500.78

All invoices are payable upon receipt.

There will be a monthly finance charge of 1% (12% per year) on the unpaid balance. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Please Remit To:  
 WI DEPARTMENT OF TRANSPORTATION  
 FINANCIAL OPERATIONS SECTION  
 PO BOX 7366  
 MADISON WI 53707-7366

RECEIVED

COPY



NOV 6 2023

INVOICE  
 STATE OF WISCONSIN  
 DEPT OF TRANSPORTATION

OUTAGAMIE COUNTY  
 HIGHWAY DEPARTMENT

Bill To:

OUTAGAMIE COUNTY  
 DEAN STEINGRABER  
 OUTAGAMIE CNTY HWY DEPT  
 1313 HOLLAND ROAD  
 APPLETON WI 54911-8946

Invoice No: 395-0000328514  
 Invoice Date: 11/1/2023  
 Page: 1 of 2

**APPROVED**  
**Joe Zellmer, P.E.**  
 Outagamie Co. Highway Dept  
 Project ID: 580500  
 11/10/2023 020

Project ID: 39541600671  
 Project Title: V KIMBERLY - CTH N  
 Customer Number: MUNI000481  
 Payment Terms: NET30  
 Due Date: 12/1/2023  
 AMOUNT DUE: \$ 34,918.03 USD

Construction / Oversight

For billing questions, please call: 920-492-7714

| Project Title      | Source Activity | Billing Period          | Net Amount   |
|--------------------|-----------------|-------------------------|--------------|
| V KIMBERLY - CTH N | 0010ROADWAYITEM | 9/30/2023 to 10/31/2023 | \$ 34,918.03 |

50% / 50%  
 County / V. Kimberly  
 Cost Share per Local Agreement

Please detach bottom portion and return with your check made payable to WI Department of Transportation.

Please Remit To:  
 WI DEPARTMENT OF TRANSPORTATION  
 FINANCIAL OPERATIONS SECTION  
 PO BOX 7366  
 MADISON WI 53707-7366

Amount Due: \$ 34,918.03  
 Due Date: 12/1/2023

Bill To:  
 OUTAGAMIE COUNTY  
 DEAN STEINGRABER  
 OUTAGAMIE CNTY HWY DEPT  
 1313 HOLLAND ROAD  
 APPLETON WI 54911-8946

Invoice No: 395-0000328514  
 Invoice Date: 11/1/2023  
 Project ID: 39541600671  
 Project Title: V KIMBERLY - CTH N  
 Customer Number: MUNI000481

Amount  
 Remitted

0010ROADWAYITEM ROADWAY ITEMS

| Category | Funding Source | Percentage Share | Funding Priority | Cost Threshold Amount  | Cost Distributed to Date |
|----------|----------------|------------------|------------------|------------------------|--------------------------|
|          | FEDERAL        | 90               | 1                | \$ 1,672,407.00        | \$ 1,612,402.52          |
|          | LOCAL44000     | 10               | 1                | \$ 185,823.00          | \$ 179,155.84            |
|          | LOCAL44000     | 100              | 2                | \$ 277,496.27          | \$ 0.00                  |
|          |                | <b>Total</b>     |                  | <b>\$ 2,135,726.27</b> | <b>\$ 1,791,558.36</b>   |

**Project Summary:**

| Funding Source                | Cost Threshold Amount  | Cost Distributed to Date |
|-------------------------------|------------------------|--------------------------|
| 44000 OUTAGAMIE COUNTY        | \$ 463,319.27          | \$ 179,155.84            |
| FEDERAL DISTRIBUTIONS         | \$ 1,672,407.00        | \$ 1,612,402.52          |
| <b>Project-to-Date Totals</b> | <b>\$ 2,135,726.27</b> | <b>\$ 1,791,558.36</b>   |

END OF INVOICE



Please Remit To:  
 WI DEPARTMENT OF TRANSPORTATION  
 FINANCIAL OPERATIONS SECTION  
 PO BOX 7366  
 MADISON WI 53707-7366

**COPY**



INVOICE  
 STATE OF WISCONSIN  
 DEPT OF TRANSPORTATION

**Bill To:**

OUTAGAMIE COUNTY  
 DEAN STEINGRABER  
 OUTAGAMIE CNTY HWY DEPT  
 1313 HOLLAND ROAD  
 APPLETON WI 54911-8946

Invoice No: 395-0000324890  
 Invoice Date: 10/2/2023  
 Page: 1 of 2

**APPROVED**

**Joe Zellmer, P.E.**

Outagamie Co. Highway Dept  
 Project ID: 580500  
 10/11/2023 020

Construction / Oversight

Project ID: 39541600671  
 Project Title: V-KIMBERLY - CTH N  
 Customer Number: MUNI000481  
 Payment Terms: NET30  
 Due Date: 11/1/2023

AMOUNT DUE: \$ 38,673.00 USD

For billing questions, please call: 920-492-7714

| Project Title      | Source Activity | Billing Period         | Net Amount          |
|--------------------|-----------------|------------------------|---------------------|
| V KIMBERLY - CTH N | 0010ROADWAYITEM | 8/31/2023 to 9/30/2023 | <b>\$ 38,673.00</b> |

50% / 50%  
 County / V. Kimberly  
 Cost Share per Local Agreement

Please detach bottom portion and return with your check made payable to WI Department of Transportation.

Please Remit To:  
 WI DEPARTMENT OF TRANSPORTATION  
 FINANCIAL OPERATIONS SECTION  
 PO BOX 7366  
 MADISON WI 53707-7366

Amount Due: \$ 38,673.00  
 Due Date: 11/1/2023

**Bill To:**  
 OUTAGAMIE COUNTY  
 DEAN STEINGRABER  
 OUTAGAMIE CNTY HWY DEPT  
 1313 HOLLAND ROAD  
 APPLETON WI 54911-8946

Invoice No: 395-0000324890  
 Invoice Date: 10/2/2023  
 Project ID: 39541600671  
 Project Title: V KIMBERLY - CTH N  
 Customer Number: MUNI000481

Amount  
 Remitted

0010ROADWAYITEM ROADWAY ITEMS

| Category | Funding Source | Percentage Share | Funding Priority | Cost Threshold Amount | Cost Distributed to Date |
|----------|----------------|------------------|------------------|-----------------------|--------------------------|
|          | FEDERAL        | 90               | 1                | \$ 1,672,407.00       | \$ 1,298,140.25          |
|          | LOCAL44000     | 10               | 1                | \$ 185,623.00         | \$ 144,237.81            |
|          | LOCAL44000     | 100              | 2                | \$ 277,496.27         | \$ 0.00                  |
|          |                | <b>Total</b>     |                  | \$ 2,135,726.27       | \$ 1,442,378.06          |

Project Summary:

| Funding Source                | Cost Threshold Amount  | Cost Distributed to Date |
|-------------------------------|------------------------|--------------------------|
| 44000 OUTAGAMIE COUNTY        | \$ 483,319.27          | \$ 144,237.81            |
| FEDERAL DISTRIBUTIONS         | \$ 1,672,407.00        | \$ 1,298,140.25          |
| <b>Project-to-Date Totals</b> | <b>\$ 2,135,726.27</b> | <b>\$ 1,442,378.06</b>   |

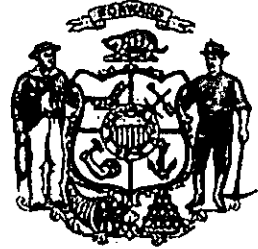
END OF INVOICE

RECEIVED

Please Remit To:  
WI DEPARTMENT OF TRANSPORTATION  
FINANCIAL OPERATIONS SECTION  
PO BOX 7366  
MADISON WI 53707-7366

**COPY** OCT 09 2023

OUTAGAMIE COUNTY  
HIGHWAY DEPARTMENT



INVOICE  
STATE OF WISCONSIN  
DEPT OF TRANSPORTATION

Bill To:

OUTAGAMIE COUNTY  
DEAN STEINGRABER  
OUTAGAMIE CNTY HWY DEPT  
1313 HOLLAND ROAD  
APPLETON WI 54911-8946

Invoice No: 395-0000324889  
Invoice Date: 10/2/2023  
Page: 1 of 2

**APPROVED**

**Joe Zellmer, P.E.**

Outagamie Co. Highway Dept

Project ID: 580500  
10/11/2023 020

WisDOT Design Oversight

Project ID: 39541600600  
Project Title: V KIMBERLY - CTH N  
Customer Number: MUNI000481  
Payment Terms: NET30  
Due Date: 11/1/2023  
AMOUNT DUE: \$ 482.26 USD

For billing questions, please call: 920-492-2389

| Project Title      | Source Activity | Billing Period         | Net Amount |
|--------------------|-----------------|------------------------|------------|
| V KIMBERLY - CTH N | 0010PRELIMINARY | 8/31/2023 to 9/30/2023 | \$ 482.26  |

50% / 50%  
County / V. Kimberly  
Cost Share per Local Agreement

Please detach bottom portion and return with your check made payable to WI Department of Transportation.

Please Remit To:  
WI DEPARTMENT OF TRANSPORTATION  
FINANCIAL OPERATIONS SECTION  
PO BOX 7366  
MADISON WI 53707-7366

Amount Due: \$ 482.26  
Due Date: 11/1/2023

Bill To:  
OUTAGAMIE COUNTY  
DEAN STEINGRABER  
OUTAGAMIE CNTY HWY DEPT  
1313 HOLLAND ROAD  
APPLETON WI 54911-8946

Invoice No: 395-0000324889  
Invoice Date: 10/2/2023  
Project ID: 39541600600  
Project Title: V KIMBERLY - CTH N  
Customer Number: MUNI000481

Amount  
Remitted

0010PRELIMINARY PRELIMINARY ENGINEERING

| Category | Funding Source | Percentage Share | Funding Priority | Cost Threshold Amount | Cost Distributed to Date |
|----------|----------------|------------------|------------------|-----------------------|--------------------------|
|          | LOCAL44000     | 100              | 1                | \$ 4,298.39           | \$ 4,298.39              |
|          |                | Total            |                  | \$ 4,298.39           | \$ 4,298.39              |

Project Summary:

| Funding Source         | Cost Threshold Amount | Cost Distributed to Date |
|------------------------|-----------------------|--------------------------|
| 44000 OUTAGAMIE COUNTY | \$ 4,298.39           | \$ 4,298.39              |
| Project-to-Date Totals | \$ 4,298.39           | \$ 4,298.39              |

END OF INVOICE

Please Remit To:  
 WI DEPARTMENT OF TRANSPORTATION  
 FINANCIAL OPERATIONS SECTION  
 PO BOX 7366  
 MADISON WI 53707-7366



INVOICE  
 STATE OF WISCONSIN  
 DEPT OF TRANSPORTATION

**Bill To:**

OUTAGAMIE COUNTY  
 DEAN STEINGRABER  
 OUTAGAMIE CNTY HWY DEPT  
 1313 HOLLAND ROAD  
 APPLETON WI 54911-8946

Invoice No: 395-0000320466  
 Invoice Date: 9/1/2023  
 Page: 1 of 2

**APPROVED**  
**Joe Zellmer, P.E.**  
 Outagamie Co. Highway Dept  
 Project ID: 58050  
 09/15/2023 020

RECEIVED

SEP 08 2023

OUTAGAMIE COUNTY  
 HIGHWAY DEPARTMENT

Construction / Oversight

Project ID: 39541600671  
 Project Title: V KIMBERLY - CTH N  
 Customer Number: MUNI000481  
 Payment Terms: NET30  
 Due Date: 10/1/2023

AMOUNT DUE: \$ 105,463.89 USD

For billing questions, please call: 920-492-7714

| Project Title      | Source Activity | Billing Period         | Net Amount    |
|--------------------|-----------------|------------------------|---------------|
| V KIMBERLY - CTH N | 0010ROADWAYITEM | 5/31/2023 to 8/31/2023 | \$ 105,463.89 |

50% / 50%  
 County / V. Kimberly  
 Cost Share per Local Agreement

Please detach bottom portion and return with your check made payable to WI Department of Transportation.

Please Remit To:  
 WI DEPARTMENT OF TRANSPORTATION  
 FINANCIAL OPERATIONS SECTION  
 PO BOX 7366  
 MADISON WI 53707-7366

Amount Due: \$ 105,463.89  
 Due Date: 10/1/2023

**Bill To:**  
 OUTAGAMIE COUNTY  
 DEAN STEINGRABER  
 OUTAGAMIE CNTY HWY DEPT  
 1313 HOLLAND ROAD  
 APPLETON WI 54911-8946

Invoice No: 395-0000320466  
 Invoice Date: 9/1/2023  
 Project ID: 39541600671  
 Project Title: V KIMBERLY - CTH N  
 Customer Number: MUNI000481

Amount Remitted

0010ROADWAYITEM ROADWAY ITEMS

| Category | Funding Source | Percentage Share | Funding Priority | Cost Threshold Amount | Cost Distributed to Date |
|----------|----------------|------------------|------------------|-----------------------|--------------------------|
|          | FEDERAL        | 90               | 1                | \$ 1,672,407.00       | \$ 950,083.29            |
|          | LOCAL44000     | 10               | 1                | \$ 185,823.00         | \$ 105,564.81            |
|          | LOCAL44000     | 100              | 2                | \$ 277,496.27         | \$ 0.00                  |
|          |                | <b>Total</b>     |                  | \$ 2,135,726.27       | \$ 1,055,648.10          |

Project Summary:

| Funding Source                | Cost Threshold Amount | Cost Distributed to Date |
|-------------------------------|-----------------------|--------------------------|
| 44000 OUTAGAMIE COUNTY        | \$ 463,319.27         | \$ 105,564.81            |
| FEDERAL DISTRIBUTIONS         | \$ 1,672,407.00       | \$ 950,083.29            |
| <b>Project-to-Date Totals</b> | \$ 2,135,726.27       | \$ 1,055,648.10          |

END OF INVOICE

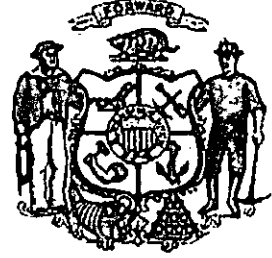
Please Remit To:  
WI DEPARTMENT OF TRANSPORTATION  
FINANCIAL OPERATIONS SECTION  
PO BOX 7366  
MADISON WI 53707-7366

RECEIVED

JUN 08 2023

OUTAGAMIE COUNTY  
HIGHWAY DEPARTMENT

INVOICE  
STATE OF WISCONSIN  
DEPT OF TRANSPORTATION



Bill To:

OUTAGAMIE COUNTY  
DEAN STEINGRABER  
OUTAGAMIE CNTY HWY DEPT  
1313 HOLLAND ROAD  
APPLETON WI 54911-8946

Invoice No: 395-0000308197  
Invoice Date: 6/1/2023  
Page: 1 of 2

**APPROVED**  
**Joe Zellmer, P.E.**  
Outagamie Co. Highway Dept  
Project ID: 580500  
06/16/2023 020

Project ID: 39541600671  
Project Title: V KIMBERLY - CTH N  
Customer Number: MUNI000481  
Payment Terms: NET30  
Due Date: 7/1/2023  
AMOUNT DUE: \$ 100.92 USD

WisDOT Construction Oversight

For billing questions, please call: 920-492-7714

| Project Title      | Source Activity | Billing Period         | Net Amount |
|--------------------|-----------------|------------------------|------------|
| V KIMBERLY - CTH N | 0010ROADWAYITEM | 3/31/2023 to 5/31/2023 | \$ 100.92  |

50% / 50%  
County / V. Kimberly  
Cost Share per Local Agreement

Please detach bottom portion and return with your check made payable to WI Department of Transportation.

Please Remit To:  
WI DEPARTMENT OF TRANSPORTATION  
FINANCIAL OPERATIONS SECTION  
PO BOX 7366  
MADISON WI 53707-7366

Amount Due: \$ 100.92  
Due Date: 7/1/2023

Bill To:  
OUTAGAMIE COUNTY  
DEAN STEINGRABER  
OUTAGAMIE CNTY HWY DEPT  
1313 HOLLAND ROAD  
APPLETON WI 54911-8946

Invoice No: 395-0000308197  
Invoice Date: 5/1/2023  
Project ID: 39541600671  
Project Title: V KIMBERLY - CTH N  
Customer Number: MUNI000481

Amount  
Remitted

Please Remit To:  
WI DEPARTMENT OF TRANSPORTATION  
FINANCIAL OPERATIONS SECTION  
PO BOX 7366  
MADISON WI 53707-7366

RECEIVED

JUN 08 2023

OUTAGAMIE COUNTY  
HIGHWAY DEPARTMENT



INVOICE  
STATE OF WISCONSIN  
DEPT OF TRANSPORTATION

Bill To:

OUTAGAMIE COUNTY  
DEAN STEINGRABER  
OUTAGAMIE CNTY HWY DEPT  
1313 HOLLAND ROAD  
APPLETON WI 54911-8946

Invoice No: 395-0000308196  
Invoice Date: 6/1/2023  
Page: 1 of 2

**APPROVED**  
**Joe Zellmer, P.E.**  
Outagamie Co. Highway Dept  
Project ID: 580500  
06/16/2023 020

Project ID: 39541600500  
Project Title: V KIMBERLY - CTH N  
Customer Number: MUNI000481  
Payment Terms: NET30  
Due Date: 7/1/2023  
AMOUNT DUE: \$ 317.86 USD

WisDOT Design Oversight

For billing questions, please call: 920-492-2389

| Project Title      | Source Activity | Billing Period         | Net Amount |
|--------------------|-----------------|------------------------|------------|
| V KIMBERLY - CTH N | 0010PRELIMINARY | 2/28/2023 to 3/31/2023 | \$ 317.86  |

50% / 50%  
County / V. Kimberly  
Cost Share per Local Agreement

Please detach bottom portion and return with your check made payable to WI Department of Transportation.

Please Remit To:  
WI DEPARTMENT OF TRANSPORTATION  
FINANCIAL OPERATIONS SECTION  
PO BOX 7366  
MADISON WI 53707-7366

Amount Due: \$ 317.86  
Due Date: 7/1/2023

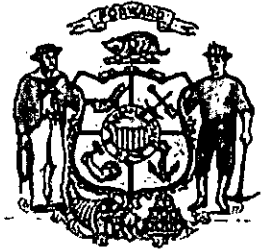
Bill To:  
OUTAGAMIE COUNTY  
DEAN STEINGRABER  
OUTAGAMIE CNTY HWY DEPT  
1313 HOLLAND ROAD  
APPLETON WI 54911-8946

Invoice No: 395-0000308196  
Invoice Date: 6/1/2023  
Project ID: 39541600500  
Project Title: V KIMBERLY - CTH N  
Customer Number: MUNI000481

Amount  
Remitted



Please Remit To:  
 WI DEPARTMENT OF TRANSPORTATION  
 FINANCIAL OPERATIONS SECTION  
 PO BOX 7366  
 MADISON WI 53707-7366



INVOICE  
 STATE OF WISCONSIN  
 DEPT OF TRANSPORTATION

Bill To:

OUTAGAMIE COUNTY  
 DEAN STEINGRABER  
 OUTAGAMIE CNTY HWY DEPT  
 1313 HOLLAND ROAD  
 APPLETON WI 54911-8946

Invoice No: 395-0000294314  
 Invoice Date: 2/1/2023  
 Page: 1 of 2

RECEIVED

APPROVED

FEB 06 2023

Joe Zellmer, P.E.

OUTAGAMIE COUNTY  
 Outagamie Co. Highway Dept  
 PROJECT DEPARTMENT

Project ID: 580500  
 02/07/2023 020

Project ID: 39541600600  
 Project Title: V KIMBERLY - CTH N  
 Customer Number: MUNI000481  
 Payment Terms: NET30  
 Due Date: 3/3/2023

AMOUNT DUE: \$ 1,234.72 USD

WisDOT Design Oversight

For billing questions, please call: 920-492-2389

| Project Title      | Source Activity | Billing Period         | Net Amount  |
|--------------------|-----------------|------------------------|-------------|
| V KIMBERLY - CTH N | 0010PRELIMINARY | 1/30/2022 to 1/31/2023 | \$ 1,234.72 |

50% / 50%  
 County / V. Kimberly  
 Cost Share per Local Agreement

Please detach bottom portion and return with your check made payable to WI Department of Transportation.

Please Remit To:  
 WI DEPARTMENT OF TRANSPORTATION  
 FINANCIAL OPERATIONS SECTION  
 PO BOX 7366  
 MADISON WI 53707-7366

Amount Due: \$ 1,234.72  
 Due Date: 3/3/2023

Bill To:  
 OUTAGAMIE COUNTY  
 DEAN STEINGRABER  
 OUTAGAMIE CNTY HWY DEPT  
 1313 HOLLAND ROAD  
 APPLETON WI 54911-8946

Invoice No: 395-0000294314  
 Invoice Date: 2/1/2023  
 Project ID: 39541600600  
 Project Title: V KIMBERLY - CTH N  
 Customer Number: MUNI000481

Amount  
 Remitted



# Invoice

Please remit payment to:  
Ayres Associates Inc  
3433 Oakwood Hills Parkway  
Eau Claire, WI 54701

Project Manager: Andrew Rowell  
Project Contact:

Dean Steingraber  
Outagamie County Highway Department  
1313 Holland Road  
Appleton, WI 54911-8947

October 23, 2023  
Project No: 45-0631.01  
Invoice No: 210688

2023 Traffic Engineering Support Services

CE-Railroad signal timing

Professional Services through October 14, 2023

Professional Personnel

|                          | Hours | Amount |        |
|--------------------------|-------|--------|--------|
| Engineer 3               | 4.00  | 620.60 |        |
| Administrative Assistant | .50   | 44.21  |        |
| Totals                   | 4.50  | 664.81 |        |
| Total Labor              |       |        | 664.81 |

| Billing Limits | Current | Prior    | To-Date   |
|----------------|---------|----------|-----------|
| Total Billings | 664.81  | 3,688.31 | 4,353.12  |
| Limit          |         |          | 10,000.00 |
| Remaining      |         |          | 5,646.88  |

TOTAL THIS INVOICE \$664.81

**APPROVED**  
**Joe Zellmer, P.E.**  
 Outagamie Co. Highway Dept  
 Project ID: 580500 . 7525  
 10/31/2023 020

Post-Construction Programming Support  
County CE & RR Traffic Signal

All invoices are payable upon receipt.

There will be a monthly finance charge of 1% (12% per year) on the unpaid balance. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Please Remit To:  
 WI DEPARTMENT OF TRANSPORTATION  
 FINANCIAL OPERATIONS SECTION  
 PO BOX 7366  
 MADISON WI 53707-7366

RECEIVED

JAN 23 2024

OUTAGAMIE COUNTY  
 HIGHWAY DEPARTMENT



INVOICE  
 STATE OF WISCONSIN  
 DEPT OF TRANSPORTATION

Bill To:

OUTAGAMIE COUNTY  
 DEAN STEINGRABER  
 OUTAGAMIE CNTY HWY DEPT  
 1313 HOLLAND ROAD  
 APPLETON WI 54911-8946

Invoice No: 395-0000337077  
 Invoice Date: 1/2/2024  
 Page: 1 of 2

APPROVED

Joe Zellmer, P.E.

Outagamie Co. Highway Dept

Project ID: 580500  
 01/09/2024 020

Construction / Oversight

Project ID: 39541600671  
 Project Title: V KIMBERLY - CTH N  
 Customer Number: MUNI000481  
 Payment Terms: NET30  
 Due Date: 2/1/2024

AMOUNT DUE: \$ 103,413.43 USD

For billing questions, please call: 920-492-7714

| Project Title      | Source Activity | Billing Period           | Net Amount    |
|--------------------|-----------------|--------------------------|---------------|
| V KIMBERLY - CTH N | 0010ROADWAYITEM | 11/30/2023 to 12/31/2023 | \$ 103,413.43 |

50% / 50%  
 County / V. Kimberly  
 Cost Share per Local Agreement

Please detach bottom portion and return with your check made payable to WI Department of Transportation.

Please Remit To:  
 WI DEPARTMENT OF TRANSPORTATION  
 FINANCIAL OPERATIONS SECTION  
 PO BOX 7366  
 MADISON WI 53707-7366

Amount Due: \$ 103,413.43  
 Due Date: 2/1/2024

Bill To:  
 OUTAGAMIE COUNTY  
 DEAN STEINGRABER  
 OUTAGAMIE CNTY HWY DEPT  
 1313 HOLLAND ROAD  
 APPLETON WI 54911-8946

Invoice No: 395-0000337077  
 Invoice Date: 1/2/2024  
 Project ID: 39541600671  
 Project Title: V KIMBERLY - CTH N  
 Customer Number: MUNI000481

Amount  
 Remitted

Please Remit To:  
 WI DEPARTMENT OF TRANSPORTATION  
 FINANCIAL OPERATIONS SECTION  
 PO BOX 7366  
 MADISON WI 53707-7366



INVOICE  
 STATE OF WISCONSIN  
 DEPT OF TRANSPORTATION

**Bill To:**

OUTAGAMIE COUNTY  
 DEAN STEINGRABER  
 OUTAGAMIE CNTY HWY DEPT  
 1313 HOLLAND ROAD  
 APPLETON WI 54911-8946

Invoice No: 395-0000332104  
 Invoice Date: 12/1/2023  
 Page: 1 of 2

**APPROVED**

**Joe Zellmer, P.E.**

Outagamie Co. Highway Dept  
 Project ID: **580500**  
 12/13/2023 020

**Construction / Oversight**

Project ID: 39541600671  
 Project Title: V KIMBERLY - CTH N  
 Customer Number: MUNI000481  
 Payment Terms: NET30  
 Due Date: 12/31/2023

AMOUNT DUE: \$ 1,714.39 USD

For billing questions, please call: 920-492-7714

| Project Title      | Source Activity | Billing Period           | Net Amount         |
|--------------------|-----------------|--------------------------|--------------------|
| V KIMBERLY - CTH N | 0010ROADWAYITEM | 11/30/2023 to 11/30/2023 | <b>\$ 1,714.39</b> |

50% / 50%  
 County / V. Kimberly  
 Cost Share per Local Agreement

Please detach bottom portion and return with your check made payable to WI Department of Transportation.

Please Remit To:  
 WI DEPARTMENT OF TRANSPORTATION  
 FINANCIAL OPERATIONS SECTION  
 PO BOX 7366  
 MADISON WI 53707-7366

Amount Due: \$ 1,714.39  
 Due Date: 12/31/2023

**Bill To:**  
 OUTAGAMIE COUNTY  
 DEAN STEINGRABER  
 OUTAGAMIE CNTY HWY DEPT  
 1313 HOLLAND ROAD  
 APPLETON WI 54911-8946

Invoice No: 395-0000332104  
 Invoice Date: 12/1/2023  
 Project ID: 39541600671  
 Project Title: V KIMBERLY - CTH N  
 Customer Number: MUNI000481

Amount  
 Remitted

|         |            |  |                       |                   |
|---------|------------|--|-----------------------|-------------------|
| Project | 45-0456.00 | County CE & Railroad St, Outagamie Co. | Invoice               | 205505            |
|         |            |  | Subtotal this Project | 0.00              |
|         |            |  | TOTAL THIS INVOICE    | <u>\$2,500.52</u> |

**All invoices are payable upon receipt.**

There will be a monthly finance charge of 1% (12% per year) on the unpaid balance. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION:** Memorandum of Understanding with Heart of the Valley Metropolitan Sewerage District for Interceptor System Rehabilitation Project

**REPORT PREPARED BY:** Maggie Mahoney, Administrator/Comm Dev Director

Greg Ulman, Director of Public Works/Zoning Administrator

**REPORT DATE:** March 4, 2024

**EXPLANATION:**

The attached MOU outlines the details of the interceptor rehabilitation project specifically for the Village of Kimberly. The other municipalities and entities involved with the project are also considering similar MOUs for the project.

Director Ulman and I reviewed the agreement and met with the project engineer to discuss our questions. Attorney Koehler has reviewed the agreement and his changes to the indemnification language are reflected in this version brought forth for consideration.

Staff recommends approval of the MOU as presented.

**FUNDING:** NA

**RECOMMENDED ACTION:** Approve the Memorandum of Understanding with Heart of the Valley Metropolitan Sewerage District for the Interceptor System Rehabilitation Project.

**Attachments:**

1. MOU VOK HOVMSD Interceptor Rehabilitation Project

**MEMORANDUM of UNDERSTANDING**  
**Interceptor System Rehabilitation**  
**Heart of the Valley Metropolitan Sewerage District**

This **Memorandum of Understanding ( MoU )** is entered into by and between the **Heart of the Valley Metropolitan Sewerage District ( District )** and the **Village of Kimberly ( Village )** ( collectively **Parties** ) as of the latest date identified below.

**Summary of Topics**

A. Recitals background, need and general description of Work

B. Terms

1. Authority **Wisconsin Statutes § 66.0301 (2)**
2. the Rehabilitation Project
  - a. Work Start
  - b. Work Areas - General
  - c. Work Areas - related to **Village**
  - d. **Contract Documents ( Plan Drawings and Specifications )**
    - 1) Schedule / Duration
    - 2) Indemnification
  - e. Operation, Maintenance, and Repairs
  - f. Project Costs
  - g. Flow / Load Data and Invoices during Construction
  - h. No Special Assessments
  - i. Construction / Coordination
  - j. Quality Control and Construction Documentation
  - k. Observation by **Village**
  - l. Indemnification
  - m. Ownership of Infrastructure
  - n. Liens
3. Term
4. Miscellaneous
  - a. No Waiver
  - b. Amendment
  - c. Assignment
5. Signatures / Execution

## A. Recitals

1. The **District** owns and operates **wastewater sewerage infrastructure** that includes a gravity interceptor sewer system and wastewater treatment facility. The interceptor system ( **Exhibit A1** ) generally follows the **Fox River**, canals, locks and levee systems. The infrastructure provides critical service to the residents and businesses in the **Member Communities**.
2. The interceptor system (reinforced concrete mains and structures) are being deteriorated from Microbial Induced Corrosion ( MIC ). The MIC is resulting primarily from elevated "nutrient" loads in the wastewater. The MIC cannot be effectively stopped.
3. The infrastructure must be repaired and protected with pipe lining and coating systems. "Doing Nothing" is not a reasonable solution and will only postpone future more expensive repairs.
4. The Work must be coordinated between the **District, Member Communities** and public / private parties. Key construction activities generally include but are not limited to a) diverting wastewater flow through bypass pumping lines (land and marine) and b) both marine and traditional vehicle access to the Work areas.
5. The following summarizes key communication dates that shared narrative descriptions, plan / working drawings and Work concepts leading to teleconferences and in-person working meeting(s). These ideas were collectively incorporated into the **Contract Documents**.
  - a. **2021 01/15, 03/25, 06/30, 10/28, 11/03, 11/04**
  - b. **2021 01/05, 01/07, 01/15, 01/25, 02/17, 03/25, 04/05, 04/25, 05/09, 06/29, 06/30, 08/19, 08/22, 08/23, 08/30, 10/26, 10/28, 11/03, 11/04, 12/18**
  - c. **2022 01/05, 01/25, 02/17, 04/05, 05/09, 06/29, 08/19, 08/22, 08/23, 08/30, 10/26, 11/04**
  - d. **2023 05/17, 08/09, 08/22, 11/02**

---

## B. Terms

NOW, THEREFORE, in consideration of the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the **Parties** agree as follows:

1. **Authority**. The **Parties** have authority to enter into this **MoU** under **Wisconsin Statutes § 66.0301 (2)**.



2. **the Rehabilitation Project.** The **Parties** hereby identify their understanding that the **District** may proceed with the Project in Work areas by and between the subject **Parties** based on the following **terms**:
- a. **Work Start.** The Rehabilitation Project may not begin in **Village** properties ( not including public rights of way and easements ) until on or after the respective **Parties** execute this **MoU** or as the **Parties** otherwise agree.
  - b. **Work Areas - General.** The Work areas are recognized as temporary limited construction easements ( **TLE** ) and are subject to common law. The **TLE** related to this Project expire when the project reaches "final completion." The proposed rehabilitation will directly affect the **Village** as the **District** performs the following general Work:
    - 1) Drawing **Exhibits B.1** and **B.2** identify the Work Areas and construction activities in the **Village** Corporate Limits, and that affect the **Member Communities** and public / private parties.
    - 2) In general the Work will be performed within existing rights of way, easements ( including **TLE** ) and on public lands / waters of the **State**.
    - 3) The following generally summarizes typical construction activities that may impact the **Village, Member Communities** and public / private parties:
      - a) marine / shoreline access
      - b) conventional land vehicle access
      - c) bypass / divert wastewater flows (bypass pump) both marine and land
      - d) staging / storage equipment and materials
      - e) excavation / grading related to vehicle access and structures
      - f) cured in place pipe liner ( CIPP )
      - g) protective coat structure interior surfaces
      - h) reconstruct / modify / replace structures
      - i) restore Work areas
  - c. **Work Areas - related to Village.** The following generally describes construction activities that affect the **Village**.
    - 1) **vehicle / truck routes.** **Exhibit B.1** identifies required construction vehicle routes that generally include:
      - a) public rights of way
      - b) easements of record
      - c) **Elm**
      - d) **Prospect**      **cth Z**
      - e) **Washington**
    - 2) **marine / shoreland access ( n / a )**
    - 3) **bypass wastewater**
      - a) **meter station 1 ( ms 1 ) WSI and Prospect, meter station 10 ( mh 60B ) Elm and State.** Wastewater will be pumped using diesel / genset equipment.

- b) **meter station 4 / 7 ( ms 4 / 7 ) Kampo.** Wastewater will be pumped using electric equipment. The electric pumps will be served from temporary **Kaukauna Utility** 3-phase service lines.
  - c) **Exhibits B.2a** identify the respective bypass sites.
  - d) **ms 1 - Prospect. Exhibit B.2a Drawing 46** identifies site access, public rights of way traffic control and bypass equipment.
  - e) **ms 10 / mh 60A - Elm and Prospect. Exhibit B.2a Drawing 45** identifies site access, bypass staging area and bypass equipment at **mh 60B (Kimberly** trunk sewer). **Combined Locks** is allowing the bypass wastewater to be temporarily discharged to **Combined Locks mh E10**. This avoids additional bypass related costs.
  - f) **mh 51B and 52B - State and Pump. Exhibit B.2a Drawing 47** identifies site access and bypass equipment at **mh 51B and 52B (Combined Locks and Darboy Sanitary District** trunk sewers ). The bypass equipment will "rotate" between the two (2) manholes as the **District** rehabilitates downstream structures.
- 4) **CIPP liner. Exhibit B.2b Drawing 50** identifies the CIPP lining Work. The liners will generally be installed from **mh31 to mh32A**.
- 5) **structure modifications and rehabilitation. Exhibits A.1, B.2a Drawing 45 and B.2b** identify the respective structure and modifications and interior rehabilitation sites.
- 6) **general**
- a) **Staging / storage areas ( Elm and Prospect )** will be used for Contractor staging equipment and construction materials.
  - b) The Contractor will restore the work sites to preconstruction condition.
  - c) Some of the Work will be completed in existing public **rights of way / easements** of record.
- d. **Contract Documents (Plan Drawings and Specifications).** The Project incorporates applicable **District** standards and specifications, and applicable provisions of state, federal, and local law. Reference **Exhibits B.2** for related **Plan Drawings**.
- 1) **Schedule / Duration.** The **Specifications** (including **Agreement - 00520**) identify all project Work must be substantially complete by **September 30, 2025**. **Section 01326** requires the Contractor to provide and maintain a reasonable schedule to complete the various Work items. **Exhibits B.3a** identify the Contractor's proposed preliminary schedule. The Contractor will provide required detailed schedules at the preconstruction conference (estimated end **1<sup>st</sup> quarter 2024**). **Exhibits B.3b** include applicable parts of **Sections 01110 subsections 2.04 and 2.05 F.3.d and 01326 subsection 2.05**. **Exhibits B.3** include key Work areas.

- 2) **Indemnification**
- a) The **Contract Documents** (**Agreement - 00520, General - 00700** and **Supplementary Conditions of the Contract Documents - 00800**) require the Contractor indemnifies, defends, and hold harmless the **Parties**, and their respective officers, agents, employees, and insurers.
  - b) The **Contract Documents** require that the Contractor's **certificates of insurance** name the **District** and **Village**, and their respective officers, agents, employees, and insurers as additional insured. **Exhibit B.4 ( Certificate of Insurance )** identifies the **Village** as an additional insured.
- 3) The **Contract Documents** generally require restoring work areas to preconstruction condition.
- e. **Operation, Maintenance, and Repairs.** The **Contract Documents** require warranties from the Contractor. The warranties apply to all Work completed through the **Contract**. Warranties are in effect for two (2) years from the date of **Substantial Completion**.
- f. **Project Costs**
- 1) All costs of the Project will be the responsibility of the **District** including but not limited to:
    - a) construction and site restoration
- g. **Flow / Load Data and Invoices for wastewater services during Construction**
- 1) The **District** shall invoice the **Member Communities** following routine past practices.
  - 2) Invoices shall generally be based on present day measurements and / or estimated from **2020 - 2023** historical records ( "records" - flow and loads ) when wastewater is diverted around meter stations during construction.
  - 3) when meter stations are removed from service during construction
    - a) **flow** shall be based on bypass pump mag meters and / or **2020 - 2023** historical laser meter flow records. The estimates shall incorporate the effects of observed historical precipitation, historical records and their effect on flow.
    - b) **load parameters** shall be based on **1)** actual and / or **2)** **2020 - 2023** historical load records
- h. **No Special Assessments.** The **District** agrees that it will not impose any special assessments on the **Village** or their residents for costs related to the Project.

i. **Construction / Coordination**

- 1) **Meetings.** The **District** will permit the **Village** to participate in the preconstruction conference and construction progress meetings. Key topics will generally include construction activities, sequences, schedules, and duration.
- 2) **Notice to District.** The **Village** will communicate with the **District** in advance of performing any operations and maintenance activities with the **Village's** sewer system that would affect wastewater flows or related bypass pumping operations.

j. **Quality Control and Construction Documentation** will be performed through the **District**.

k. **Observation by the Village**

- 1) The **Village** and their agents may independently observe Project work related to the **Village**.
- 2) The **District** will correct any defects identified during observation ( whether by the **Village, District**, their agents or contractors, or otherwise ) within thirty ( 30 ) days of written notice of such defect by the **Village**.

l. **Indemnification.** To the fullest extent permitted by law, the **Parties** will defend, indemnify, and hold each other and their respective officers, agents, employees, and insurers harmless, from and against all claims, losses, and damages of any kind ( including reasonable attorneys' fees ) arising from the acts or omissions of the indemnifying party, or any individual or entity acting on the indemnifying party's behalf, pertaining to the Project. Nothing herein abrogates the municipal liability exclusions and damage limitations identified in **§ 893.80 Wisconsin Statutes** which shall apply as a defense by each **Party** to all third-party claims, losses, and damages, including but not limited to reasonable attorney's fees, and also to all related or arising indemnification claims and obligations.

m. **Ownership of Infrastructure.** The **Parties** agree that ownership of the Interceptor System will not be affected by the Project. The **District** will continue to own, operate and maintain the Interceptor System.

n. **Liens.** The **District** will ensure that the Interceptor System, Work Area and related **Village** property and funds remain free of liens related to the Project at all times.

3. **Term**

- a. This **MoU** will remain binding on the **Parties** until the Rehabilitation Project is complete, or as the **Parties** mutually agree.

#### 4. Miscellaneous

- a. **No Waiver.** No waiver of any provision of this **MoU** shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this **MoU** signed by both **Parties**, nor shall the waiver of any default under his **MoU** be deemed a waiver of any subsequent default or defaults of the same type.
- b. **Amendment.** This **MoU** may be amended only by a written amendment approved and executed by both **Parties**.
- c. **Assignment.** The **Parties** agree that this **MoU** is solely between the subject **Parties**. The **MoU** is not assignable to any third or other parties.

REVIEW

**5. Signatures / Execution**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

HEART of the VALLEY METROPOLITAN SEWERAGE DISTRICT

by: \_\_\_\_\_

David J. Casper  
President

attest: \_\_\_\_\_

Brian Helminger  
District Director

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

VILLAGE of KIMBERLY

by: \_\_\_\_\_

Chuck Kuen  
President

attest: \_\_\_\_\_

Maggie Mahoney  
Administrator

prepared by Strategic Municipal Services, Inc.  
© 2024

# EXHIBITS

Exhibit A  
**INTERCEPTOR SYSTEM**

---

*Strategic Municipal Services, Inc.*

**SMS**



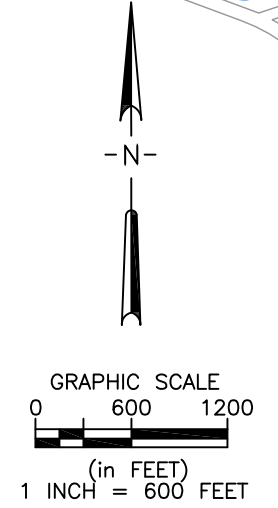
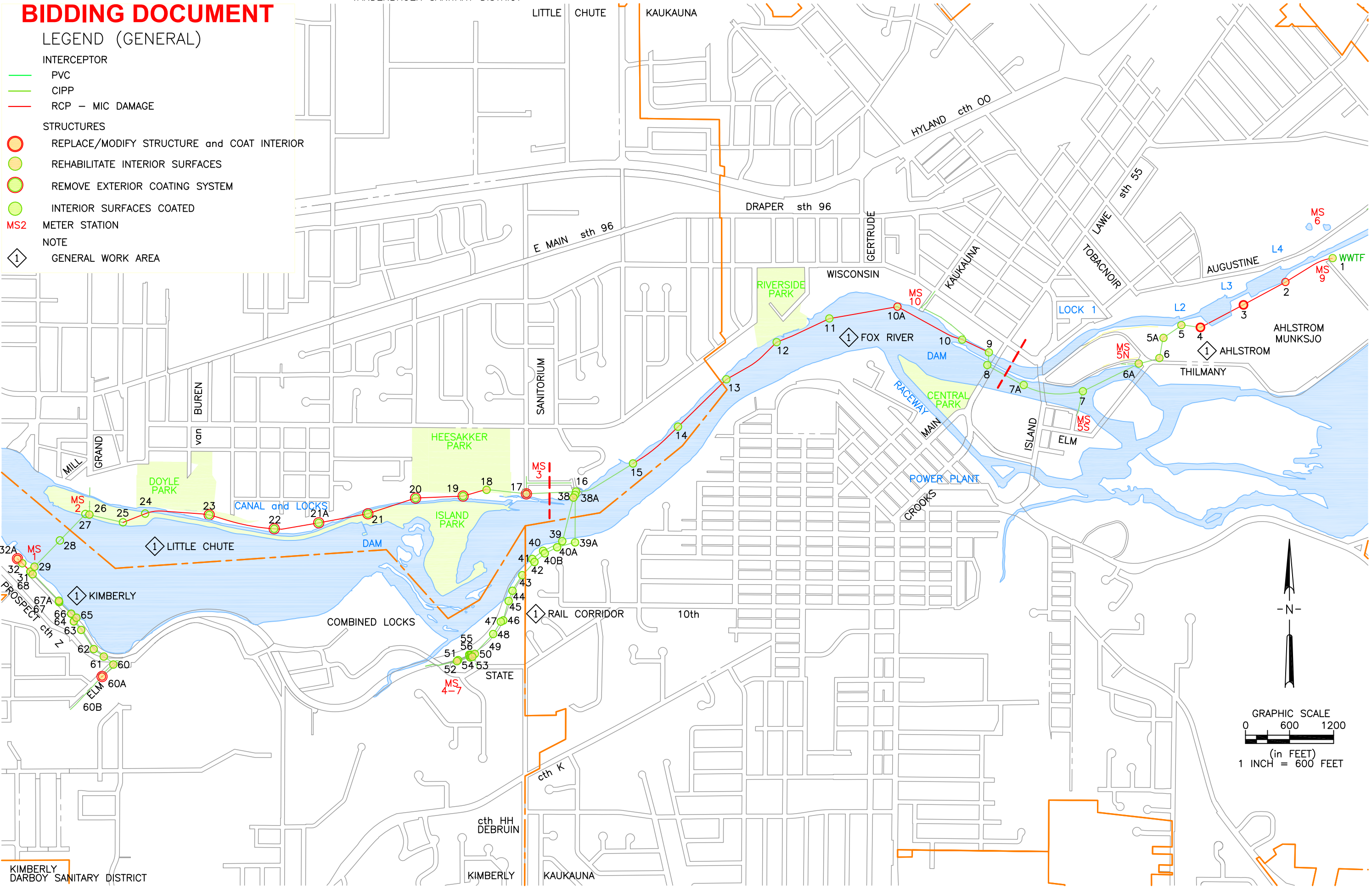
# BIDDING DOCUMENT

## LEGEND (GENERAL)

- INTERCEPTOR**
- PVC
  - CIPP
  - RCP - MIC DAMAGE
- STRUCTURES**
- REPLACE/MODIFY STRUCTURE and COAT INTERIOR
  - REHABILITATE INTERIOR SURFACES
  - REMOVE EXTERIOR COATING SYSTEM
  - INTERIOR SURFACES COATED
- MS2** METER STATION
- NOTE**
- 1 GENERAL WORK AREA

VANDENBROEK SANITARY DISTRICT

LITTLE CHUTE KAUKAUNA



ORTHOPHOTO: N/A

KIMBERLY DARBOY SANITARY DISTRICT

|  |                    |   |    |
|--|--------------------|---|----|
| <b>SMS</b>   |                    | MUNICIPAL • INFRASTRUCTURE • PLANNING<br>TRANSPORTATION • FINANCE<br>W2284 cth. D. Plymouth, VI 53073<br>(800) 893-3447 |    |
| NO.  | DATE               | REVISION  | BY |
|  |                    |   |    |
| PROJECT NO. 10085  | DATE MAR 2023      | SCALE 1" = 600'   |    |
| F.B. 0 01  | DRAWN BY DRW       | CHECKED BY SMS  |    |
| CAD FILE NO. G3  | PLUT DATE 03/19/23 | PLUT TIME 10:15   |    |
| INTERCEPTOR SYSTEM<br>INTERCEPTOR SYSTEM REHABILITATION<br>HEART of the VALLEY<br>METROPOLITAN SEWERAGE DISTRICT |                    |   |    |
| 3  | G3                 | S   | 58 |

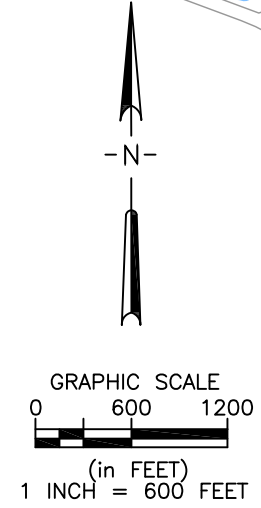
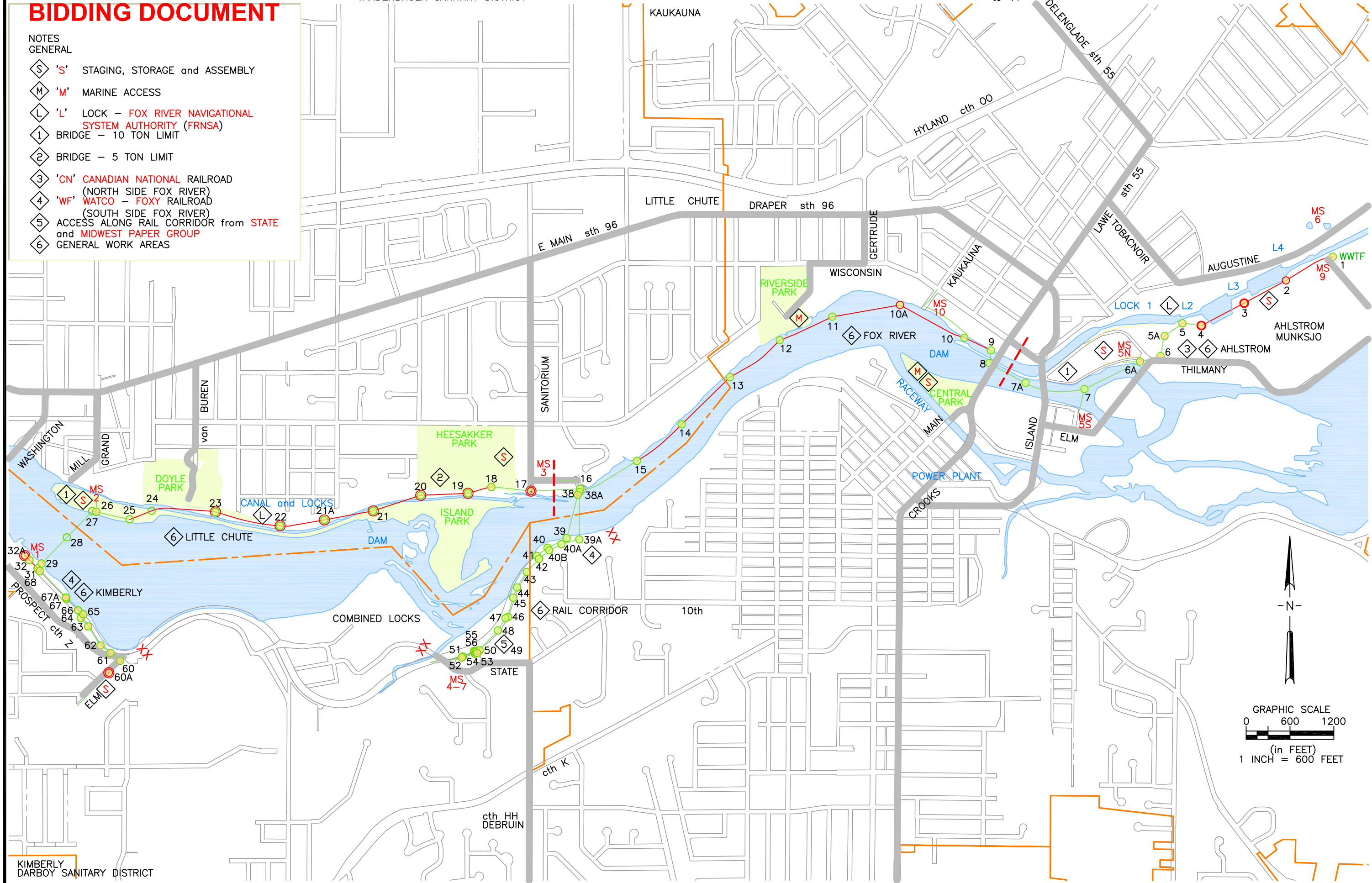
Exhibit B.1  
**ACCESS ROUTES**  
**Construction Vehicles**

# BIDDING DOCUMENT

- NOTES GENERAL
- S 'S' STAGING, STORAGE and ASSEMBLY
  - M 'M' MARINE ACCESS
  - L 'L' LOCK - FOX RIVER NAVIGATIONAL SYSTEM AUTHORITY (FRNSA)
  - 1 BRIDGE - 10 TON LIMIT
  - 2 BRIDGE - 5 TON LIMIT
  - 3 'CN' CANADIAN NATIONAL RAILROAD (NORTH SIDE FOX RIVER)
  - 4 'WF' WATCO - FOXY RAILROAD (SOUTH SIDE FOX RIVER)
  - 5 ACCESS ALONG RAIL CORRIDOR from STATE and MIDWEST PAPER GROUP
  - 6 GENERAL WORK AREAS

VANDEBROEK SANITARY DISTRICT

to 41



ORTHO PHOTO: N/A

KIMBERLY DARBOY SANITARY DISTRICT

to 'CE'

to 'CE'

MUNICIPAL • INFRASTRUCTURE • PLANNING  
TRANSPORTATION • FINANCE  
118 HEAD AVENUE, PLYMOUTH, VT 05073  
(802) 893-3417

| NO. | DATE | REVISION |
|-----|------|----------|
|     |      |          |
|     |      |          |

PROJECT NO: 10085  
DATE: APR 2023  
SCALE: 1" = 600'  
(22x35")

F.S. 0 01  
DRAWN BY: WGF  
CHECKED BY: SMS

CAD FILE NO: A1  
PLUT DATE: 04/25/23  
PLUT TIME: 16:00

CONSTRUCTION ACCESS  
INTERCEPTOR SYSTEM REHABILITATION  
HEART OF THE VALLEY  
METROPOLITAN SEWERAGE DISTRICT

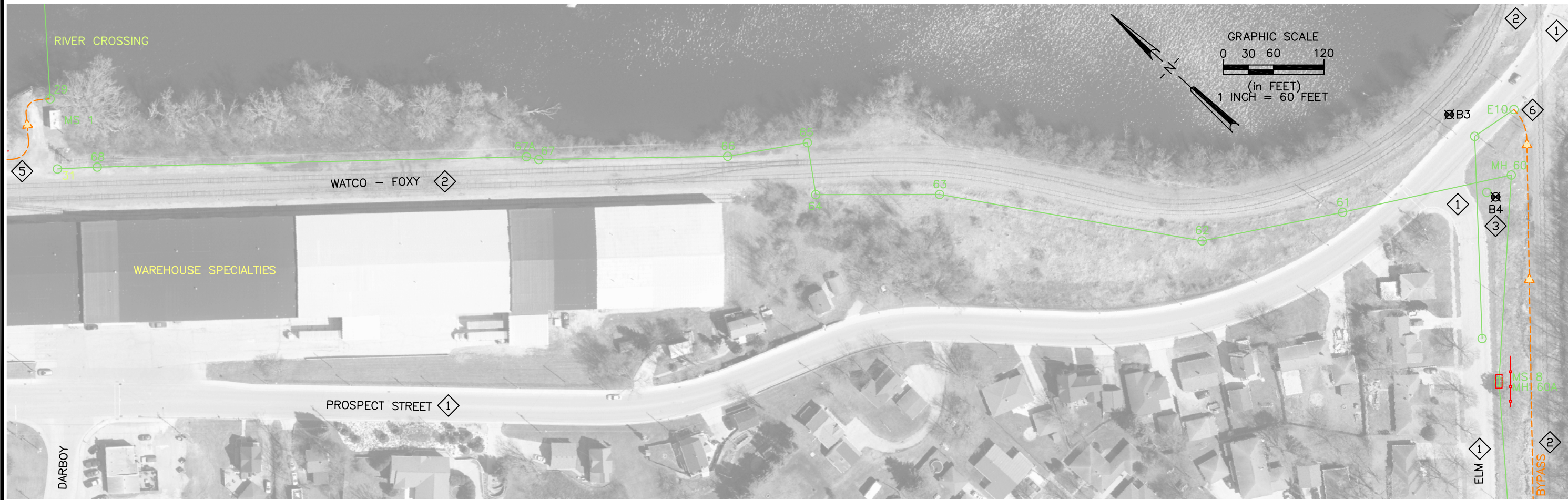
FILE NO: A1  
SHEET NO: 58

6

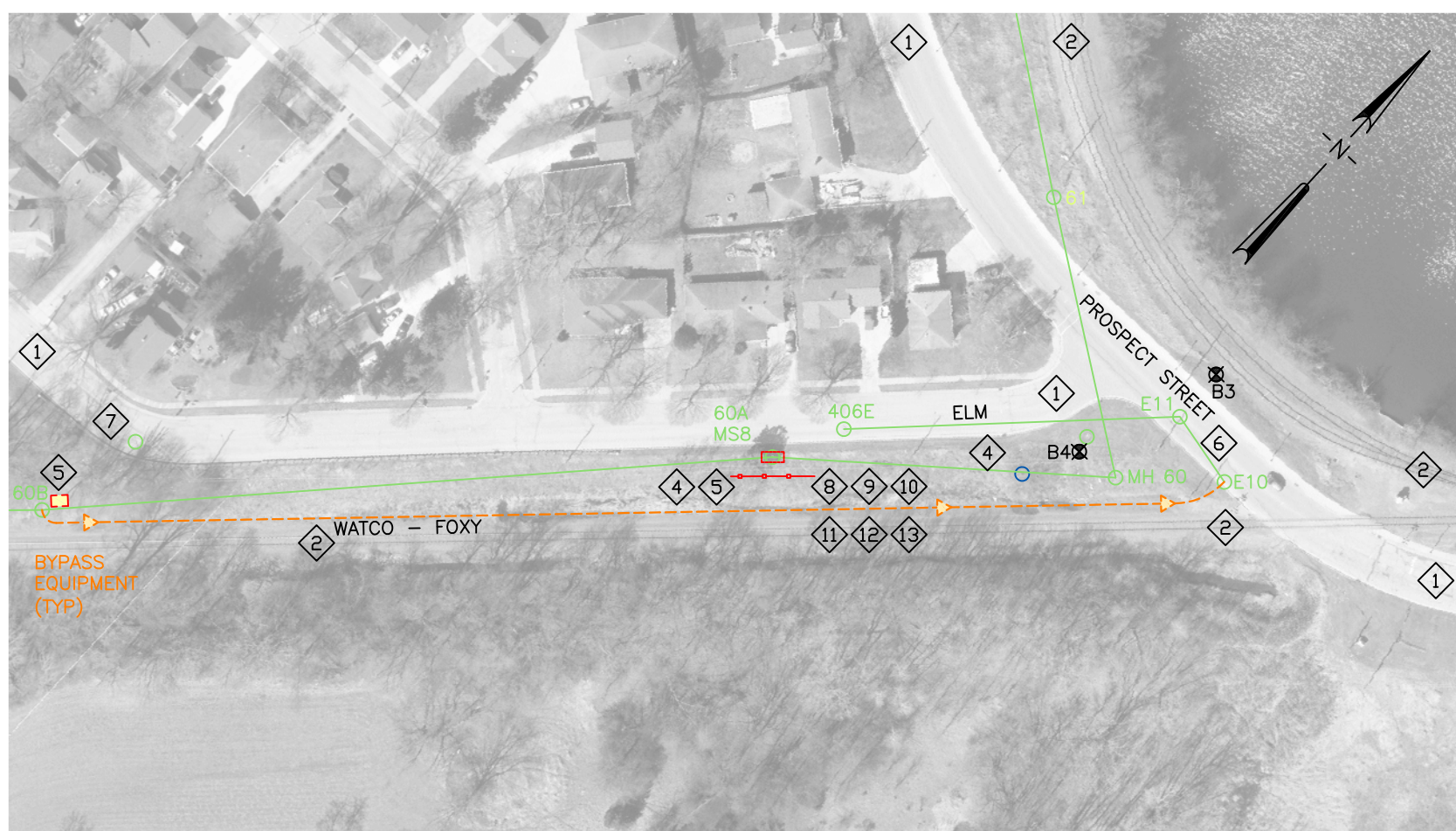
Exhibits B2a  
**BYPASS WASTEWATER SITES**  
Plan Drawings  
Work Areas



ORTHOPHOTO: S:\Communities\Outagamie\HDVMSD\orthophotos gpi\gpi x 6\Geo\_TIFF\FoxRiver-28, 29 x6



- NOTES GENERAL**
- 1 MAINTAIN VEHICLE ACCESS on **PROSPECT** and **ELM**
  - 2 MAINTAIN RAIL TRAFFIC ACCESS. COORDINATE with **WATCO - FOXY**
  - 3 REFERENCE the TECHNICAL DATA for SUBSURFACE CONDITIONS (TYP)
- BYPASS**
- 4 STAGING / STORAGE WORK LIMITS - **ELM** SOUTHEAST TERRACE
  - 5 ESTIMATED BYPASS LOCATIONS
  - 6 DISCHARGE to **COMBINED LOCKS** MH **E10**
  - 7 FUEL ACCESS from **ELM**
- SANITARY**
- 8 REMOVE **MS8** STRUCTURE (CONCRETE) 16.0 L x 7.4 W x 7.1 H VAULT x 10.6 R-IE
  - 9 INSTALL MH **60A** (5' MIN DIA)  
 E rim - PLAN  
 E IE 15" PVC (NE) 10.6 OUT  
 E IE 15" PVC (SW) 10.6 IN  
 H RIM - IE (DEPTH) 10.6
  - 10 INSTALL SANITARY SEWER (15") 20 LF CONNECT to EXISTING with REPAIR SLEEVE COUPLING
- SITE PREPARATION and STABILIZATION**
- 11 CLEAR and GRUB WORK LIMITS
  - 12 PERIMETER SILT FENCE MH **60A** WORK LIMITS
  - 13 TURF RESTORATION (URBAN)



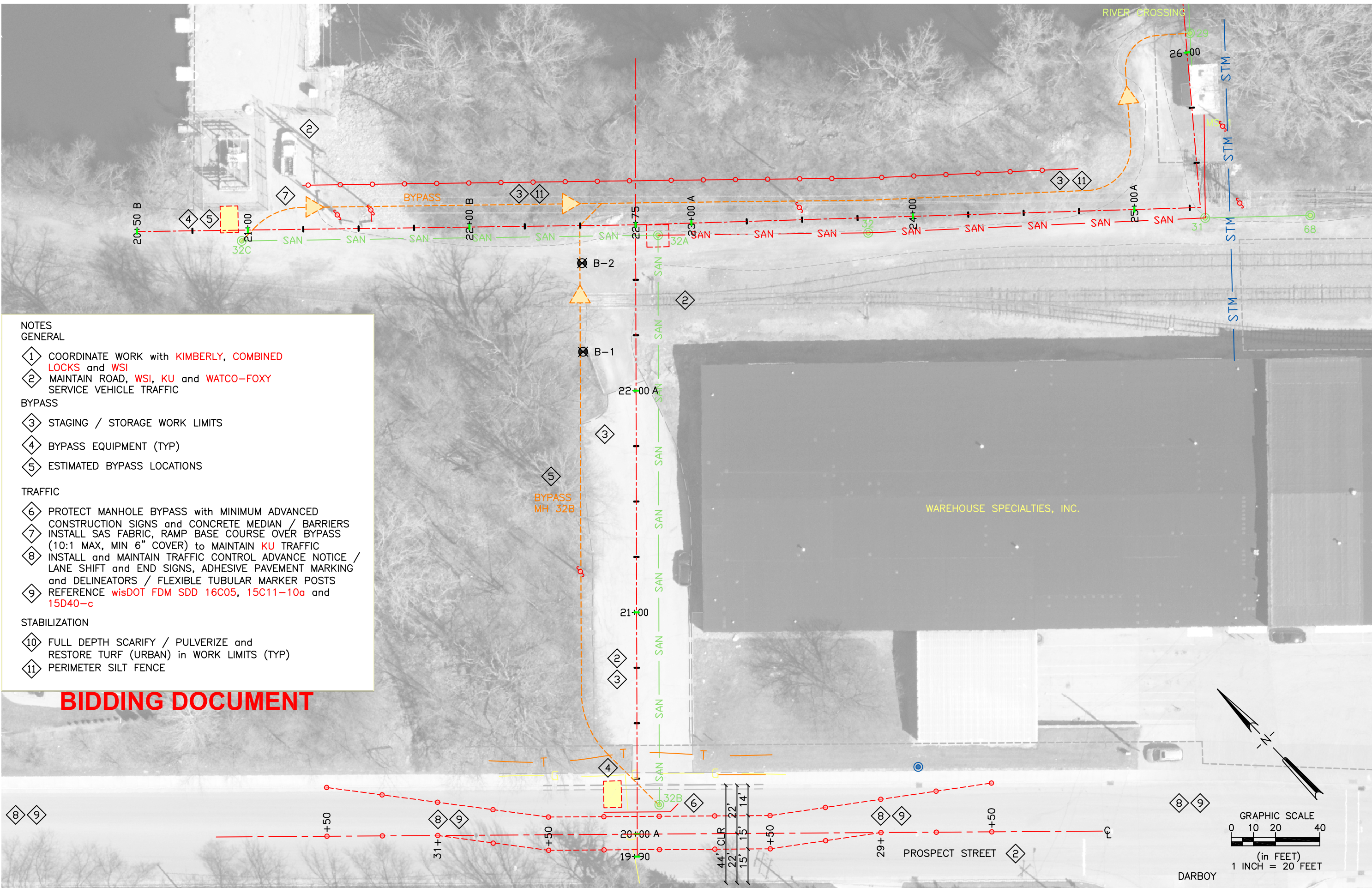
**BIDDING DOCUMENT**

**SMS** MUNICIPAL • INFRASTRUCTURE • PLANNING  
 TRANSPORTATION • FINANCE  
 STRATEGIC MUNICIPAL SERVICES, INC.  
 4524 CH. D. PLYMOUTH, VI 53073  
 (262) 893-3447

|             |                       |            |     |               |          |          |     |
|-------------|-----------------------|------------|-----|---------------|----------|----------|-----|
| PROJECT NO. | 10065                 | F.B.       | 01  | CADD FILE NO. | B14      | FILE NO. | B14 |
| DATE        | MAR 2023              | DRAWN BY   | WGF | PLUT DATE     | 03/04/23 | SHEET    | 58  |
| SCALE       | 1" = 60'<br>(22-3/4") | CHECKED BY | SMS | PLUT TIME     | 1110     |          |     |

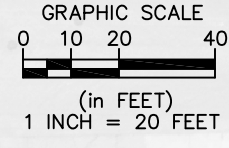
KIMBERLY - MH 60A - MS 1  
 INTERCEPTOR SYSTEM REHABILITATION  
 HEART of the VALLEY  
 METROPOLITAN SEWERAGE DISTRICT





- NOTES GENERAL**
- 1 COORDINATE WORK with **KIMBERLY, COMBINED LOCKS** and **WSI**
  - 2 MAINTAIN ROAD, **WSI, KU** and **WATCO-FOXY** SERVICE VEHICLE TRAFFIC
- BYPASS**
- 3 STAGING / STORAGE WORK LIMITS
  - 4 BYPASS EQUIPMENT (TYP)
  - 5 ESTIMATED BYPASS LOCATIONS
- TRAFFIC**
- 6 PROTECT MANHOLE BYPASS with MINIMUM ADVANCED CONSTRUCTION SIGNS and CONCRETE MEDIAN / BARRIERS
  - 7 INSTALL SAS FABRIC, RAMP BASE COURSE OVER BYPASS (10:1 MAX, MIN 6" COVER) to MAINTAIN **KU** TRAFFIC
  - 8 INSTALL and MAINTAIN TRAFFIC CONTROL ADVANCE NOTICE / LANE SHIFT and END SIGNS, ADHESIVE PAVEMENT MARKING and DELINEATORS / FLEXIBLE TUBULAR MARKER POSTS
  - 9 REFERENCE **wisDOT FDM SDD 16C05, 15C11-10a** and **15D40-c**
- STABILIZATION**
- 10 FULL DEPTH SCARIFY / PULVERIZE and RESTORE TURF (URBAN) in WORK LIMITS (TYP)
  - 11 PERIMETER SILT FENCE

**BIDDING DOCUMENT**



**SMS**  
STRATEGIC MUNICIPAL SERVICES, INC.  
MUNICIPAL • INFRASTRUCTURE • PLANNING  
TRANSPORTATION • FINANCE  
W2284 CH. D. Plymouth, VI 53073  
OBD 893-347

| NO. | DATE | REVISION | BY |
|-----|------|----------|----|
|     |      |          |    |

| PROJECT NO. | DATE     | SCALE               |
|-------------|----------|---------------------|
| 10065       | MAR 2023 | 1" = 20'<br>(22-34) |

| F.S. | DRAWN BY | CHECKED BY |
|------|----------|------------|
| 01   | SMS      | SMS        |

| CADD FILE NO. | PLUT DATE | PLUT TIME |
|---------------|-----------|-----------|
| B15           | 03/15/23  | 12:30     |

**KIMBERLY - MH 32A and MS 1 INTERCEPTOR SYSTEM REHABILITATION HEART of the VALLEY METROPOLITAN SEWERAGE DISTRICT**

**DARBOY**

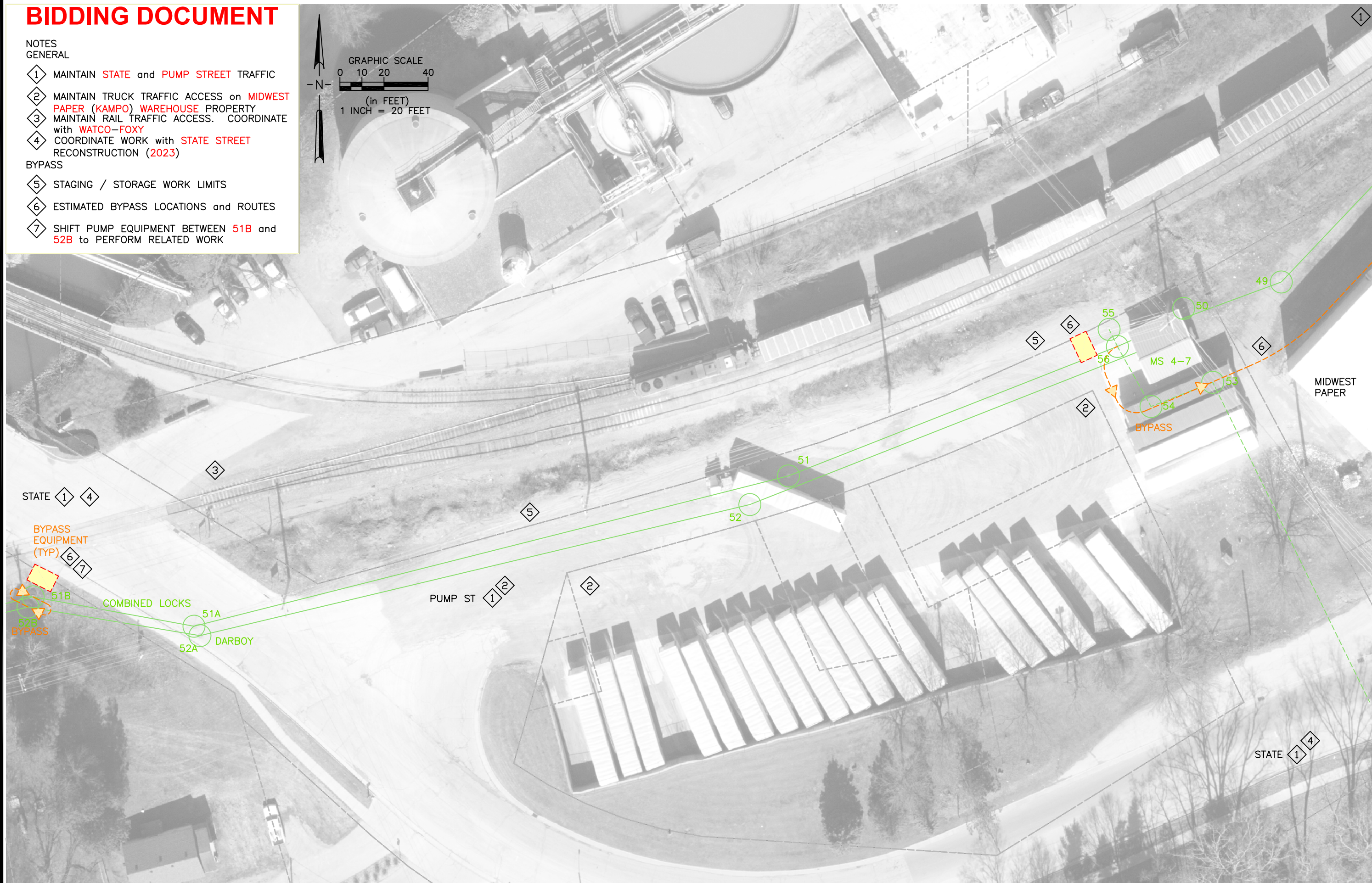
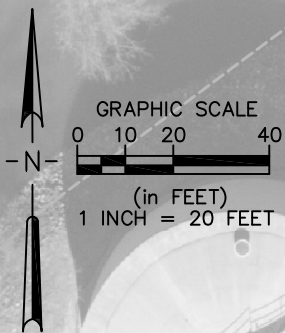
FILE # B15  
SHEET # 58



# BIDDING DOCUMENT

## NOTES GENERAL

- ① MAINTAIN STATE and PUMP STREET TRAFFIC
  - ② MAINTAIN TRUCK TRAFFIC ACCESS on MIDWEST PAPER (KAMPO) WAREHOUSE PROPERTY
  - ③ MAINTAIN RAIL TRAFFIC ACCESS. COORDINATE with WATCO-FOXY
  - ④ COORDINATE WORK with STATE STREET RECONSTRUCTION (2023)
- BYPASS**
- ⑤ STAGING / STORAGE WORK LIMITS
  - ⑥ ESTIMATED BYPASS LOCATIONS and ROUTES
  - ⑦ SHIFT PUMP EQUIPMENT BETWEEN 51B and 52B to PERFORM RELATED WORK



ORTHOPHOTO: S:\Communities\Outagamie\HOWMSD\orthophotos gpi x 6\Geo\_TIFF\FoxRiver-30\_31

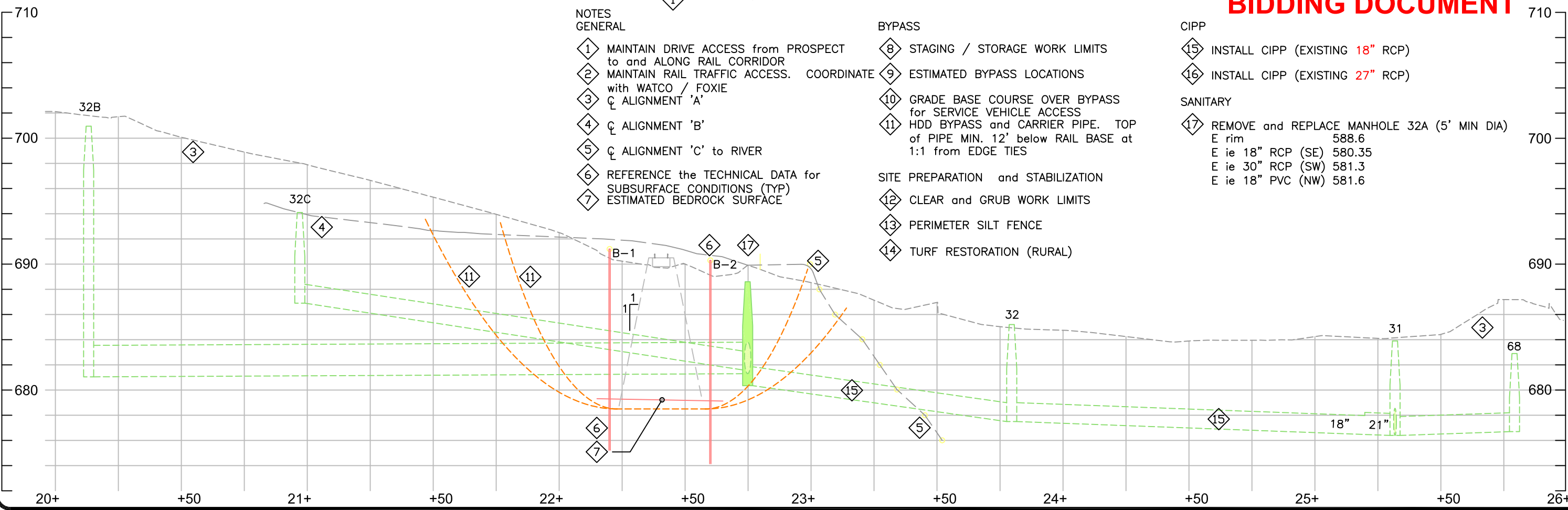
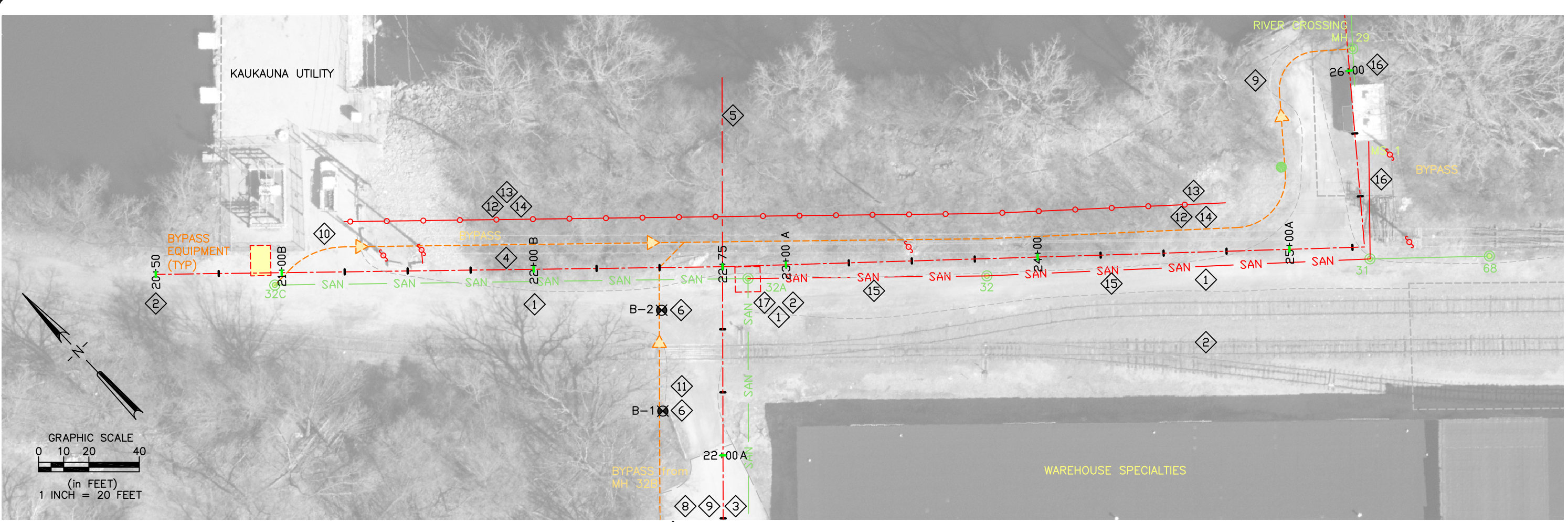
|                                   |          |             |          |       |          |    |    |
|-----------------------------------|----------|-------------|----------|-------|----------|----|----|
| METER STATION 4 - 7               |          | FILE NO.    | B16      | SHEET | 47       | OF | 58 |
| INTERCEPTOR SYSTEM REHABILITATION |          | DATE        | 03/06/23 | SCALE | 1" = 20' |    |    |
| HEART OF THE VALLEY               |          | PROJECT NO. | 10065    | DATE  | MAR 2023 |    |    |
| METROPOLITAN SEWERAGE DISTRICT    |          | SCALE       | (22x34)  |       |          |    |    |
| DESIGNED BY                       | SMS      | CHECKED BY  | SMS      |       |          |    |    |
| DRAWN BY                          | WGF      |             |          |       |          |    |    |
| F.A.                              | O 01     |             |          |       |          |    |    |
| DATE                              | MAR 2023 |             |          |       |          |    |    |
| REVISION                          |          |             |          |       |          |    |    |
| BY                                |          |             |          |       |          |    |    |

**SMS**  
STRATEGIC MUNICIPAL SERVICES, INC.  
MUNICIPAL • INFRASTRUCTURE • PLANNING  
TRANSPORTATION • FINANCE  
1522A 4th St., Plymouth, VT 05073  
PHONE: 802-895-3177



Exhibit B.2b  
**STRUCTURE MODIFICATIONS  
and REHABILITATION**  
Plan Drawings  
Work Areas





**NOTES GENERAL**

- ① MAINTAIN DRIVE ACCESS from PROSPECT to and ALONG RAIL CORRIDOR
- ② MAINTAIN RAIL TRAFFIC ACCESS. COORDINATE with WATCO / FOXIE
- ③ CL ALIGNMENT 'A'
- ④ CL ALIGNMENT 'B'
- ⑤ CL ALIGNMENT 'C' to RIVER
- ⑥ REFERENCE the TECHNICAL DATA for SUBSURFACE CONDITIONS (TYP) ESTIMATED BEDROCK SURFACE
- ⑦

**BYPASS**

- ⑧ STAGING / STORAGE WORK LIMITS
- ⑨ ESTIMATED BYPASS LOCATIONS
- ⑩ GRADE BASE COURSE OVER BYPASS for SERVICE VEHICLE ACCESS
- ⑪ HDD BYPASS and CARRIER PIPE. TOP of PIPE MIN. 12' below RAIL BASE at 1:1 from EDGE TIES
- SITE PREPARATION and STABILIZATION**
- ⑫ CLEAR and GRUB WORK LIMITS
- ⑬ PERIMETER SILT FENCE
- ⑭ TURF RESTORATION (RURAL)

**CIPP**

- ⑮ INSTALL CIPP (EXISTING 18" RCP)
- ⑯ INSTALL CIPP (EXISTING 27" RCP)

**SANITARY**

- ⑰ REMOVE and REPLACE MANHOLE 32A (5' MIN DIA)
  - E rim 588.6
  - E ie 18" RCP (SE) 580.35
  - E ie 30" RCP (SW) 581.3
  - E ie 18" PVC (NW) 581.6

**BIDDING DOCUMENT**

ORTHOPHOTO: E:\HEV GLTS 20 \ gpi 101121 or the FoxRiver-28

|                                   |  |                     |  |                                |  |
|-----------------------------------|--|---------------------|--|--------------------------------|--|
| PROJECT NO. 10065                 |  | DATE: FEB 2023      |  | SCALE: 1" = 30' (22-34)        |  |
| SHEET NO. 58                      |  | DRAWN BY: WGF       |  | CHECKED BY: SMS                |  |
| MANHOLE 32A and METER STATION 1   |  | DATE: 02/24/23      |  | PLUT TIME: 13:20               |  |
| INTERCEPTOR SYSTEM REHABILITATION |  | HEART of the VALLEY |  | METROPOLITAN SEWERAGE DISTRICT |  |

**SMS**

MUNICIPAL • INFRASTRUCTURE • PLANNING  
TRANSPORTATION • FINANCE

STRATEGIC MUNICIPAL SERVICES, INC.  
4824 CH. D. PLYMOUTH, VT 05073  
802-893-3447





PHOTO 26



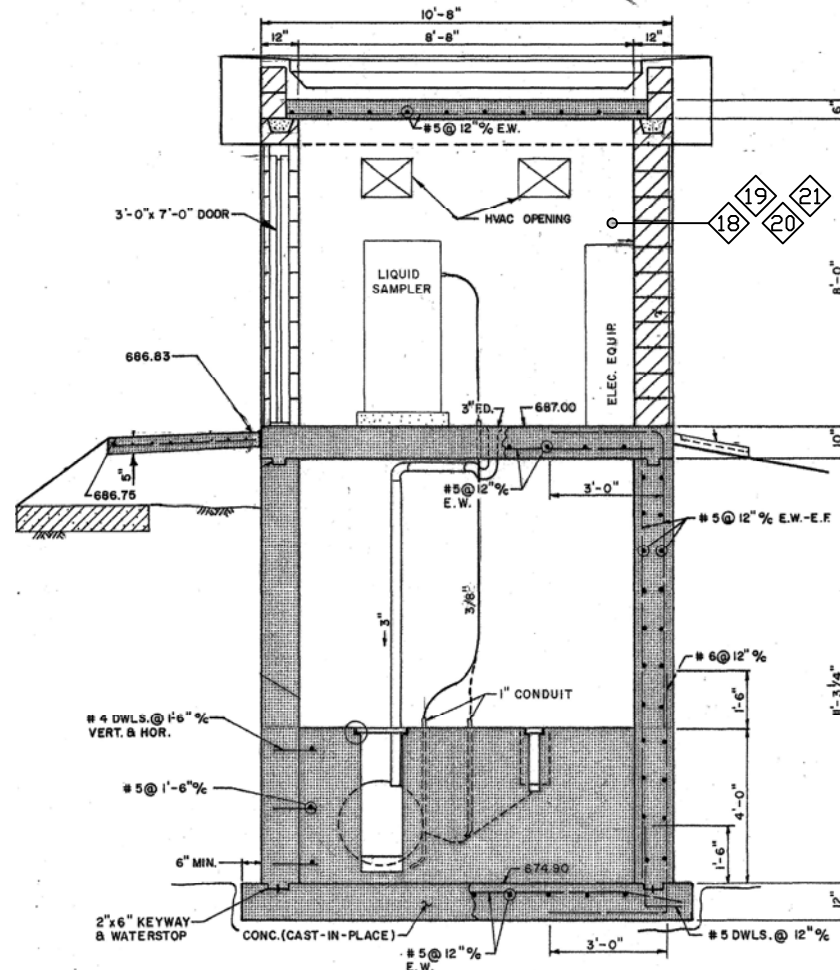
PHOTO 33



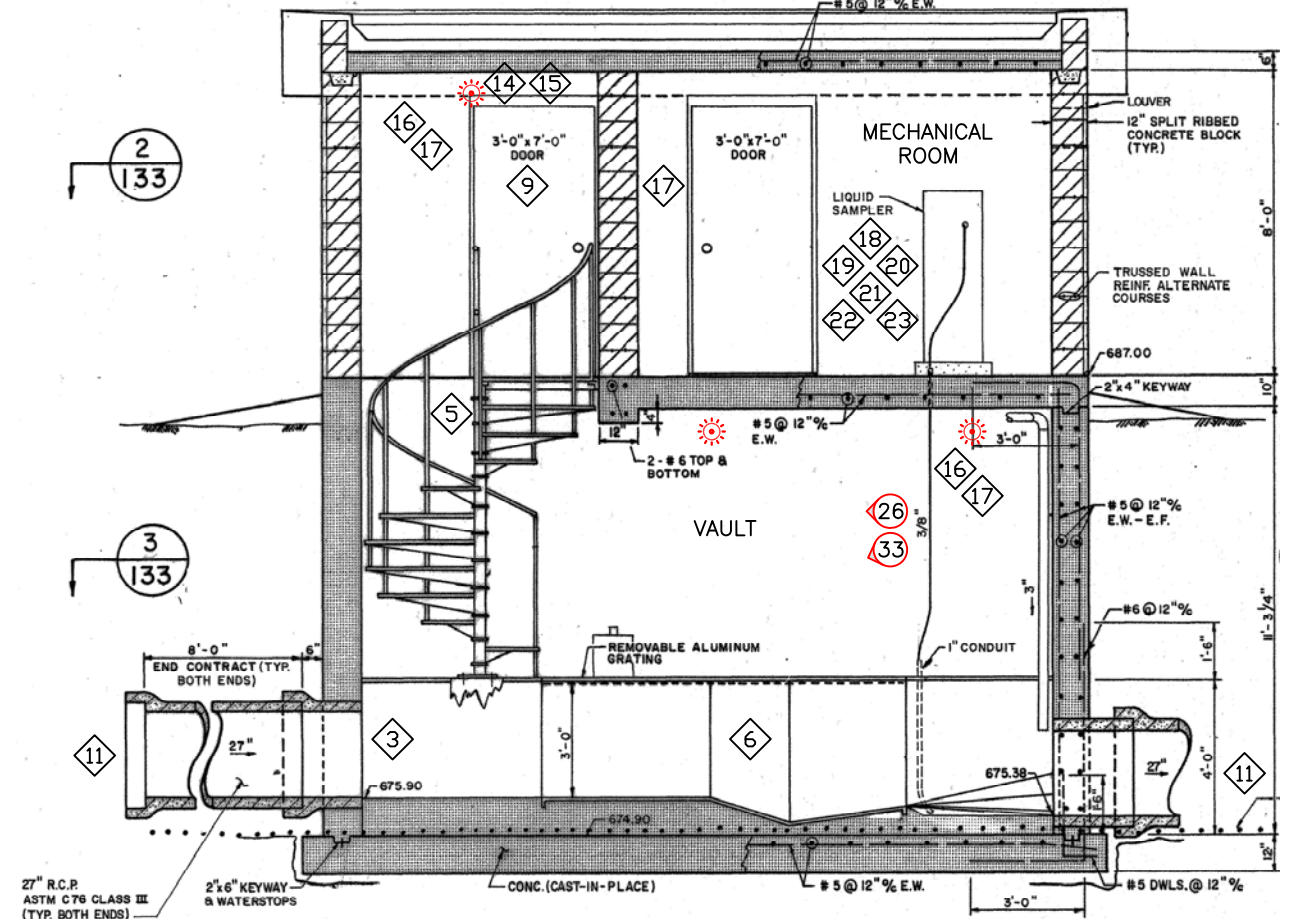
PHOTO 36



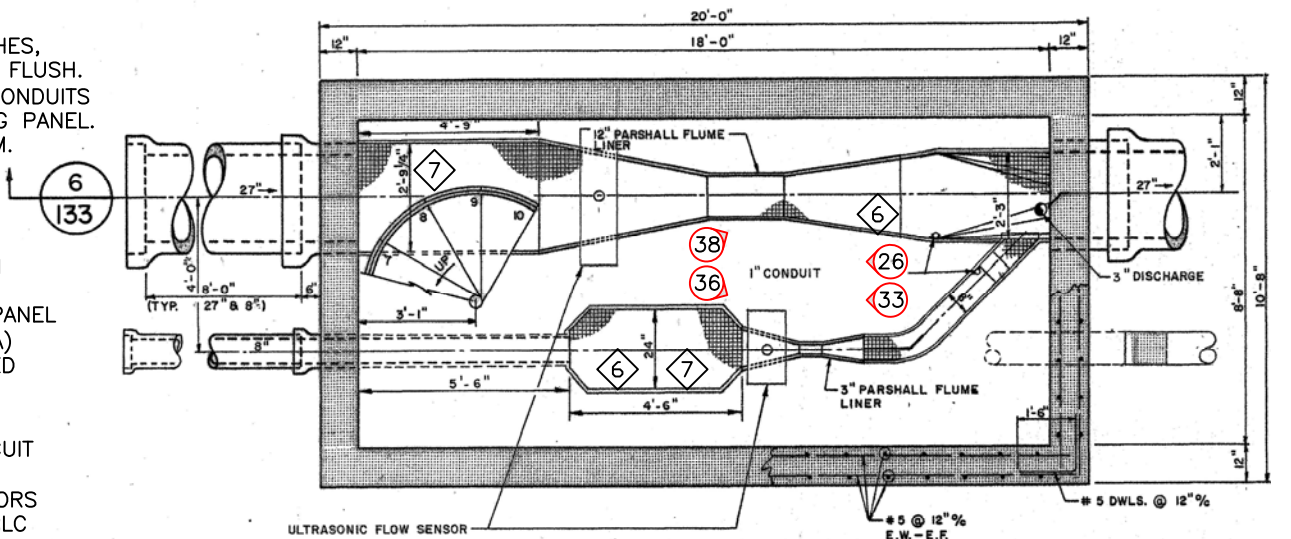
PHOTO 38



SECTION 5  
SCALE: 3/8"=1'-0"  
133



SECTION 6  
SCALE: 3/8"=1'-0"  
133



SECTIONAL PLAN 3  
SCALE: 3/8"=1'-0"  
133

MECHANICAL

- 4 REMOVE and DISPOSE ULTRASONIC FLOW METER and EQUIPMENT FLUSH with SURFACE

STRUCTURE

- 5 PRESSURE WASH, ENCLOSE and PROTECT STAIR SYSTEM
- 6 FIBERGLASS REINFORCED PLASTIC (FRP) FLUME. POWER WASH and PROTECT
- 7 REMOVE and DISPOSE FRP FLOOR GRATING. INSTALL NEW
- 8 REMOVE HANGER SYSTEMS FLUSH with SURFACE. INSTALL NEW HANGERS
- 9 REMOVE and DISPOSE DOOR and FRAME. INSTALL NEW
- 10 REMOVE and DISPOSE WARNING SIGN. INSTALL NEW

CIPP

- 11 INSTALL CIPP from MS1 to MH29 and MH30

EPOXY COATING SYSTEM (TYP)

- 12 PREPARE SURFACES
- 13 EPOXY COAT CHANNELS, VAULT CHAMBER and STAIRWELL STRUCTURE SURFACES

HVAC

- 14 REMOVE and DISPOSE SUPPLY (6"x12" CLR) and EXHAUST LOUVER (17"x17" CLR) EQUIPMENT
- 15 INSTALL NEW SUPPLY and EXHAUST LOUVERS, SLEEVES and EQUIPMENT. CONNECT to EXISTING DUCTS (TYP ALL METER STATIONS)

ELECTRIC

- 16 REMOVE and DISPOSE LIGHTS, SWITCHES, RECEPTACLES and CONDUIT SYSTEMS FLUSH.
- 17 INSTALL LIGHTS (3). INSTALL NEW CONDUITS and ELECTRICAL SYSTEMS to EXISTING PANEL. INSTALL SWITCH in MECHANICAL ROOM. COORDINATE with OWNER.

INSTRUMENTATION ( I/C )

- 18 REMOVE and DISPOSE of VENTILATION CONTROL PANEL
- 19 INSTALL NEW VENTILATION CONTROL PANEL (NEMA 4X SS with STARTER and HOA)
- 20 INTEGRATE / INCORPORATE AUTOMATED RUN / OFF with ALTRONEX SCADA with REQUIRED WIRING / CONDUITS
- 21 REUSE EXISTING 120VAC POWER CIRCUIT for VENTILATION PANEL
- 22 INSTALL (8) #14AWG THHN CONDUCTORS from VENTILATION PANEL to LOCAL PLC PANEL for VENTILATION CALL and STATUS - REQUIRED
- 23 in AUTO, RUNNING, OVERLOAD
- 23 REFERENCE SECTIONS 16100 and 16900

ORTHOPHOTO: N/A

- NOTES GENERAL
- 1 IDENTIFIED PLAN DRAWINGS are from 1977 CONSTRUCTION and are for REFERENCE.
  - 2 IDENTIFIED PIPING, CONDUITS and SAMPLER CONDUIT and WIRING to REMAIN. REMOVE ALL OTHERS FLUSH
  - 3 OWNER to ENCLOSE and PROTECT LASER METER EQUIPMENT

|                                       |                     |                          |                    |
|---------------------------------------|---------------------|--------------------------|--------------------|
| MUNICIPAL • INFRASTRUCTURE • PLANNING |                     | TRANSPORTATION • FINANCE |                    |
| 5524 cth D. Plymouth, VT 05073        |                     | 950 895-3147             |                    |
| <b>SMS</b>                            |                     |                          |                    |
| STRATEGIC MUNICIPAL SERVICES, INC.    |                     |                          |                    |
| BY                                    | REVISION            | DATE                     | SCALE              |
|                                       |                     |                          |                    |
| PROJECT NO. 10065                     | DRAWN BY: WGF       | DATE: APR 2023           | SCALE: N/A (22x34) |
| F.A. 0 01                             | CHECKED BY: SMS     |                          |                    |
| CADD FILE NO. S3                      | PLAT DATE: 04/05/23 | PLAT TNG: 16:05          |                    |
| METER STATION 1                       |                     |                          |                    |
| INTERCEPTOR SYSTEM REHABILITATION     |                     |                          |                    |
| HEART of the VALLEY                   |                     |                          |                    |
| METROPOLITAN SEWERAGE DISTRICT        |                     |                          |                    |
| FILE #                                | SHEET               |                          |                    |
| 51                                    | 58                  |                          |                    |

**BIDDING DOCUMENT**

Exhibit B3a  
**CONTRACTOR'S PROPOSED  
PRELIMINARY SCHEDULE**



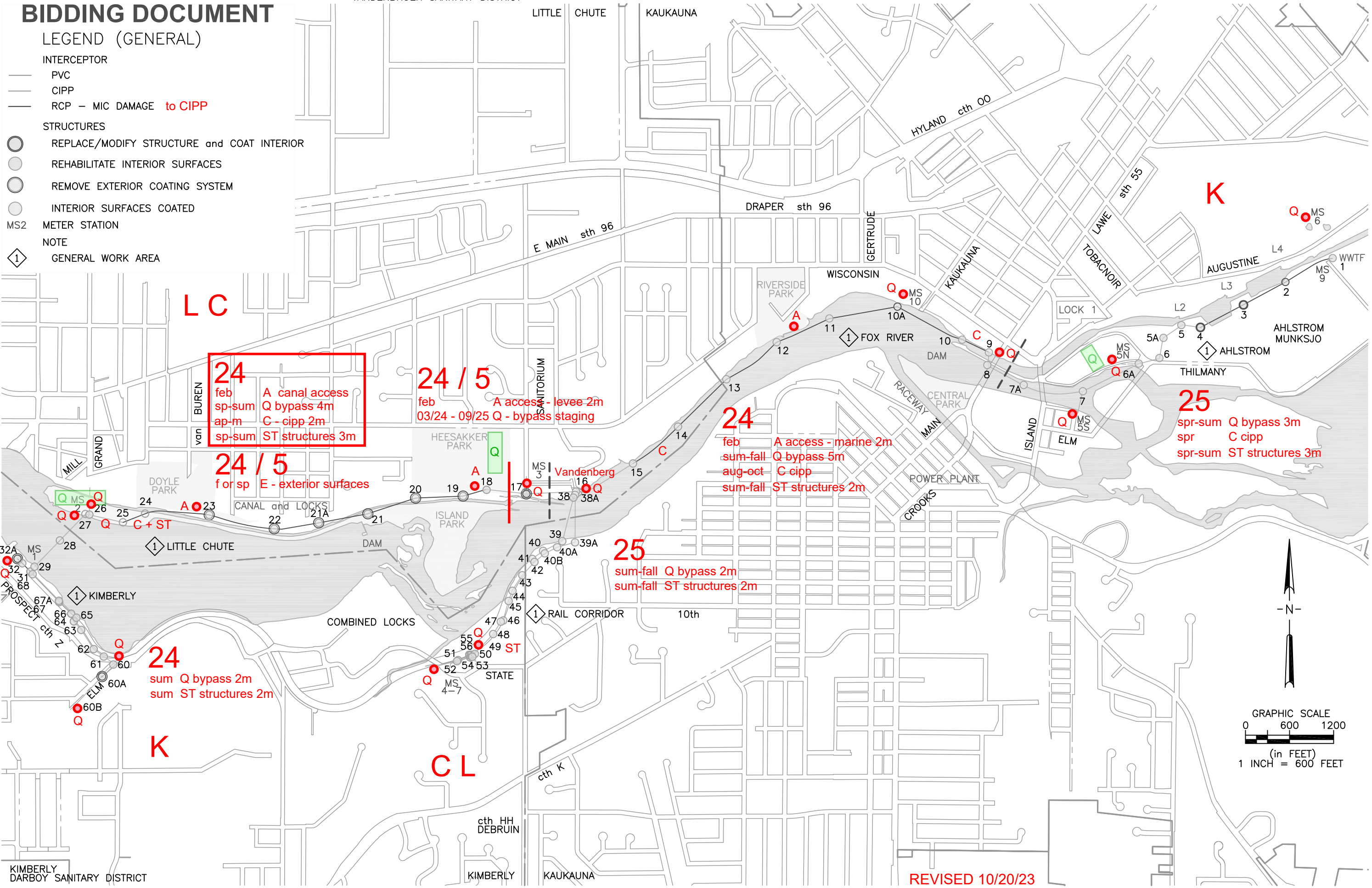
# BIDDING DOCUMENT

## LEGEND (GENERAL)

- INTERCEPTOR
- PVC
  - CIPP
  - RCP - MIC DAMAGE to CIPP
- STRUCTURES
- REPLACE/MODIFY STRUCTURE and COAT INTERIOR
  - REHABILITATE INTERIOR SURFACES
  - REMOVE EXTERIOR COATING SYSTEM
  - INTERIOR SURFACES COATED
- MS2 METER STATION
- NOTE
- ① GENERAL WORK AREA

VANDEBROEK SANITARY DISTRICT

LITTLE CHUTE KAUKAUNA



**24**  
 feb A canal access  
 sp-sum Q bypass 4m  
 ap-m C - cipp 2m  
 sp-sum ST structures 3m

**24 / 5**  
 feb A access - levee 2m  
 03/24 - 09/25 Q - bypass staging

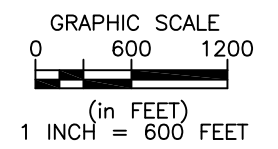
**24**  
 feb A access - marine 2m  
 sum-fall Q bypass 5m  
 aug-oct C cipp  
 sum-fall ST structures 2m

**25**  
 spr-sum Q bypass 3m  
 spr C cipp  
 spr-sum ST structures 3m

**24 / 5**  
 f or sp E - exterior surfaces

**25**  
 sum-fall Q bypass 2m  
 sum-fall ST structures 2m

**24**  
 sum Q bypass 2m  
 sum ST structures 2m



REVISED 10/20/23

ORTHO PHOTO: N/A

KIMBERLY DARBOY SANITARY DISTRICT

KIMBERLY KAUKAUNA

|                                       |           |  |          |
|---------------------------------------|-----------|--|----------|
| MUNICIPAL • INFRASTRUCTURE • PLANNING |           | TRANSPORTATION • FINANCE   |          |
| SMS                                   |           | STRATEGIC MUNICIPAL SERVICES, INC.   |          |
| PROJECT NO.                           | 10065     | DATE   | MAR 2023 |
| SCALE                                 | 1" = 600' | SCALE  | (22x36") |
| F.B.                                  | O 01      | DRAWN BY   | SMS      |
| CAD FILE NO.                          | G3        | PLUT DATE  | 03/19/23 |
| FILE                                  | G3        | PLUT TIME  | 10:15    |
| SHEET                                 | 58        | INTERCEPTOR SYSTEM REHABILITATION HEART OF THE VALLEY METROPOLITAN SEWERAGE DISTRICT |          |

**ARTICLE 6 - TIME of COMPLETION**

6.01 Reference the Agreement and Section 01326 for required completion dates and project Work areas. BIDDER proposes the following general **schedule**:

A. Notify OWNER of proposed start date (minimum 1 week)

December 2023

**B. Construction**

**1. Mobilization and Setup**

Dec 2023

**2. Access**

**a. canal bed**

- 1) Heesakker Park canal bed to mh 20
- 2) Heesakker Park park and levee
- 3) Doyle Park mh 23

DEC 2023 / JAN-FEB 2024  
FEB 2024  
FEB 2024

**b. marine - install vehicle / barge access at either**

- 1) Riverside or Central Park

MARCH 2024

**c. bypass wastewater**

- 1) assembly site (Central or Heesakker Park)
- 2) remove from service

MARCH 2024  
SEPT 2025

**3. Bypass Wastewater**

- a. Ahlstrom (east) 3 months
- b. Fox River 5
- c. Little Chute (northwest) 4
- d. Kimberly (southwest) 2
- e. Railroad corridor (south) 2

2025  
SUMMER / FALL 2024  
SPRING / SUMMER 2024  
SUMMER 2024  
SUMMER / FALL 2024

**4. Interceptor CIPP**

- a. Ahlstrom (east) 1 months
- b. Fox River 2
- c. Little Chute (northwest) 2
- d. Kimberly (southwest) 1

SPRING 2025  
AUG / SEPT / OCT 2024  
APRIL / MAY 2024  
SUMMER 2024

**5. Structures**

**a. modifications**

- 1) mh 3 and 4 1 months
- 2) mh 17 1
- 3) mh 32A 1
- 4) mh 60A 1

2025  
SUMMER 2024  
SUMMER 2024  
SUMMER 2024

**b. interior surfaces**

- 1) land accessible
  - a) Ahlstrom (east) 3 months
  - b) Little Chute (northwest) 3
  - c) Kimberly (southwest) 2
  - d) Railroad corridor (south) 2

SPRING / SUMMER 2025  
SPRING / SUMMER 2024  
SUMMER / FALL 2024  
SUMMER / FALL 2024

- 2) marine accessible
  - a) Fox River 2 months

SUMMER / FALL 2024

- 3) meter stations

2024 + 2025

**c. marine structures exterior surfaces**

FALL 2024 / SPRING 2025

**6. Site Cleanup and Final Completion**

SUMMER / FALL 2025

Exhibit B3b  
**SPECIFICATIONS**  
**related to CONTRACT TIMES**

B. **Easements.** OWNER has applied for temporary construction easements including but not limited to the following:

1. Ahlstrom Munksjö
2. Kaukauna Utility
3. Midwest Paper Group - Appleton Papers
4. WSI Warehouse Specialties, Inc.

## 2.04 WORK SEQUENCE

A. Construct Work based on the following requirements and to accommodate operation of existing facilities and for public use during construction period. Coordinate construction progress schedule and operations with ENGINEER and OWNER. OWNER reserves right to place facilities taken out of service by CONTRACTOR back into service on emergency basis upon notification to CONTRACTOR.

B. **General.** The Agreement Contract Times recognize that CONTRACTOR is responsible for all coordination to complete the Work.

The following summarizes the general work items sequence and responsible parties. CONTRACTOR is solely responsible for sequencing, staging and coordinating the respective Work.

1. Access
2. Bypass Wastewater (Pumping)
3. Interceptor
  - a. in general the CIPP work shall be completed before installing the structure interior protective coating systems
4. Structures
  - a. field review, measure and inventory structure conditions, dimensions and pipe sizes and material types before performing any related Work. Submit to ENGINEER.
  - b. adjustments
  - c. rehabilitate interior surfaces
    - 1) coordinate with CIPP
  - d. replace

C. Existing infrastructure shall be maintained operational at all times, including but not limited to the following:

1. wastewater treatment facilities
2. road and driveway access
3. rail lines and service
4. stormwater drainage facilities
5. potable water distribution facilities
6. private utilities

D. **Limitations**

1. **Ahlstrom Munksjö**
  - a. **woodyard** - coordinate construction vehicle access and Work minimum 24 hours in advance
  - b. responsible designated field representative shall **check in** and out daily with Ahlstrom security office personnel
  - c. northeast corner access from Thilmany Road to interceptor (along locks) is coordinated through gate phone system
  - d. directional drill bypass under rail spur
    - 1) coordinate / schedule Work minimum 2 days (48 hours) in advance of start

2) coordinate with daily rail traffic approximately 13:00 daily

**E. Wastewater flow**

1. Maintain **Wastewater flow** through all plant treatment processes at all times except as specified. CONTRACTOR shall plan, schedule, and coordinate Work to not affect wastewater treatment during construction.
2. Coordinate all related Work in advance with OWNER.
3. Interruptions to flow shall not be made without OWNER's permission.

**F. Milestones**

1. Supplementary Conditions Article 14 and Agreement Article 4 address required milestones and construction periods.
2. Section 01326 paragraphs 2.04 and 2.05 identify related Work areas and construction items.
3. Fox River Navigational System Authority (FRNSA, "Authority") (former government canal and levee).
  - a. The canal operating system is annually between May 20 and September 05. The canal / lock system shall remain operable except as coordinated with FRNSA.
  - b. CONTRACTOR shall perform their work as coordinated with Authority's routine operating season. Authority has limited flexibility to extend the drawdown period based on CONTRACTOR's committed schedule.

**2.05 CONTRACTOR'S USE of PREMISES**

- A. Conduct operations to ensure least inconvenience to OWNER and public and operation of existing facility. Cooperate with OWNER and public officials during construction operations to minimize conflict and to facilitate public use and OWNER'S operations.
- B. When keys to locked areas are needed to provide access to areas to perform Work, obtain from OWNER. Return keys at end of day's Work.
- C. Employees of CONTRACTOR and Subcontractors involved in Work shall wear identifying button or badge when working in facilities occupied by OWNER.
- D. Due to potential health hazards and requirements of the State of Wisconsin Department of Natural Resources and U.S. EPA, existing wastewater treatment facilities must be maintained in operation during the construction period.
- E. **Existing interceptor sewer / conveyance facilities must be maintained in operation throughout the construction period.**

**F. Access**

1. The Plan Drawings and Technical Data (Plan Drawings) identify the Work limits and general site access conditions.
2. CONTRACTOR is responsible for all costs associated with maintaining, preserving and restoring all disturbed Work areas.
3. **primary access** to the Work areas
  - a. The following generally summarizes primary **access** to the Work areas.



| Work Area               | Location  | Special Notes  |
|-------------------------|---|--|
| wastewater plant        | Kaukauna  | Thilmany Road - gate access  |
| mh 1 - 4                | Ahlstrom  | Thilmany Road - gate access  |
| mh 5 - 6                | Ahlstrom  | Thilmany and Stribley Roads (wood lot and cross rail lines)  |
| mh 8                    | Kaukauna  | ACoE levee (locked gate)   |
| mh 9                    | Kaukauna  | Limit access for mh 9 and 10 Work  |
| mh 9 - 15               | Kaukauna  | either Riverside or Central Park (ACoE)  |
| mh 16, 38, 38A          | Little Chute  | Vandenberg Lane  |
| mh 17 and ms 3          | Little Chute  | Sanitorium Road  |
| mh 18 - 23              | Little Chute  | Heesakker and Doyle Parks<br>new vehicle ramps to canal bed (FRNSA lock)   |
| mh 24 - 27              | Little Chute  | Island Park - 10 ton bridge (FRNSA lock)   |
| mh 29 - 32A             | Combined Locks  | Warehouse Specialties easement and Foxy / Watco right of way from Prospect   |
| mh 39 - 56 and ms 4 - 7 | Kaukauna, Darboy Sanitary District and Combined Locks | 1. west - State Street (Combined Locks) and Foxy / Watco right of way<br>2. east - Kaukauna and pedestrian trail (light vehicles only) |
| mh 60B - 68             | Kimberly  | Warehouse Specialties easement and Foxy / Watco right of way   |

- b. Also reference Section 02200 2.04 B. The following summarizes key **Community / Agency contacts** for access to the Work areas.

| Party                                 | Representative                    | Contact             |
|---------------------------------------|-----------------------------------|---------------------|
| ACoE                                  | Frana, Raymond                    | (641) 220-5749 m    |
| Ahlstrom Munksjö                      | VanderHyden, Laura                | (920) 766-8479      |
|                                       | Benda, Steve                      | (715) 459-2089 m    |
| Combined Locks                        | Swick, Ryan                       | (920) 788-7744      |
| CN                                    | Wojcik, Joe                       | (708) 332-4739      |
| Darboy Sanitary District              | Hennessey, Pat                    | (920) 788-6048      |
| Foxy / Watco                          | Mahr, Justin K.                   | (402) 651-8238 m    |
| FRNSA                                 | Cords, Jeremy                     | (920) 309-4501 m    |
| Kaukauna                              | Neumeier, John                    | 920-766-6305 e2     |
| Kaukauna Utility                      | Pahl, Dave                        | (920) 462-0216      |
| Kimberly                              | <b>Greg Ulman</b> Dannhoff, Allyn | (920) 788-7507 e115 |
| Little Chute                          | Taylor, Kent                      | (920) 423-3867      |
| Midwest Paper Group - Appleton Papers | Hofacker, Tim                     | (920) 213-6519 m    |
| Warehouse Specialties, Inc. (WSI)     | Haupt, Ben                        | (920) 830-5015      |

- c. Ahlstrom Munksjö
- 1) Coordinate construction schedule minimum one (1) week in advance
  - 2) Coordinate vehicle access over rail lines minimum one (1) day in advance. CN operates on the lines daily (AM / PM)

d. **Schedule / Sequence Limitations**

- 1) Also reference Section 01326.
- 2) Little Chute Lock / canal bed access for CIPP and structure Work
  - a) mh 19 levee bank cut grading
    - reference Section 01326 paragraph 2.05 table items 1.1 and 1.2 and the Agreement for time allowed to construct vehicle access
    - concurrently sequence / stage the access drive and related CIPP Work
  - b) mh 23
    - reference Section 01326 paragraph 2.05 table items 1.1 and 1.2 and the Agreement for time allowed to construct vehicle access
    - CONTRACTOR may install the access and re-flood the canal until related Work is to be performed
- 3) Little Chute Doyle Park. No construction will be allowed at the subject location(s) during the following periods:
  - a) Cheese Fest May 29 - June 06, 2023
  - b) Fourth of July Fireworks June 30
  - c) Family Fun Fest July 25
  - d) Touch a Truck / Rock Cancer August 15 - 22
- 4) Little Chute Doyle Park. Communicate with and coordinate Work with Little Chute related to ongoing weekly activities including:
  - a) Concerts in the Park Wednesday nights starting end May
  - b) Men's softball Thursday nights
- 5) Kaukauna
  - a) Coordinate Work activities at Riverside Park in advance with City. The following lists weekly public activities at the Park.
    - Little League
    - public boat launch

e. **Railroad Corridors**

- 1) The Bid Form identifies the hourly and daily rates associated with Railroad's service fees. CONTRACTOR is responsible for associated flag person / inspector fees.
- 2) **mh 4 - 6** (Ahlstrom), **mh 39 - 56** (Combined Locks) and **mh 60 - 68** (Kimberly). CONTRACTOR shall provide and install wood planking and aggregate ballast materials at all railroad crossings. Wood shall be fastened / bolted to ties. CONTRACTOR cannot simply drive vehicles over the tracks.

f. **Marine Access**

- 1) City of Kaukauna (Riverside OR Central Park - ACoE). CONTRACTOR shall select either site for the marine access during the bidding process.
- 2) Reference the United States Geologic Survey (USGS) real-time Fox River flow data (Appleton, WI) (<https://waterdata.usgs.gov/monitoring-location/04084445>). CONTRACTOR is responsible to review and evaluate flow and observed conditions as they relate to marine access.

- g. Village of Little Chute (Doyle, Heesakker and Island Parks). CONTRACTOR may access the subject Work limits through park locations as approved by and coordinated with the Village. The Village paved the existing access drives, parking lots and trail system in 2013. CONTRACTOR is responsible to coordinate their work with the Village.

- h. Fox River Navigational System Authority (FRNSA) (former government canal and levee).
- 1) CONTRACTOR may access the Work limits from the existing canal levee using OWNER's bridge (southwest corner Island Park, Mill Street).

G. **Bypass Staging.** Reference 2.01 B. 1. d.

2.05 **GENERAL WORK TIMES**

A. The following table 1) generally summarizes estimated and expected periods to perform major construction items at the Work areas **and 2)** summarizes estimated construction units for key Work items. CONTRACTOR's schedule shall address a minimum of these items.

| Work Area   | Time Period to         |                  |
|---|------------------------|------------------|
|   | Substantially Complete | Final Completion |
| <b>1. access</b>  |                        |                  |
| <b>1.1 Doyle Park - canal bed</b>   |                        |                  |
| 1.1.a installation  | 14                     | 7                |
| 1.1.b remove and restoration - above canal bank (immediately after CIPP complete)             | 14                     | 7                |
| <b>1.2 Heesakker Park - canal bed</b>   |                        |                  |
| 1.2.a installation (joint with Doyle 1.1)   | 21                     | 7                |
| 1.2.b remove and restoration - above canal and through park (immediately after CIPP complete) | 21                     | 7                |
| <b>1.3 Riverside Park - Fox River</b>   |                        |                  |
| 1.3.a installation  | 21                     | 7                |
| 1.3.b remove and restoration (immediately after marine Work complete)                         | 14                     | 7                |
| <b>1.4 Central Park - Fox River</b>   |                        |                  |
| 1.4.a installation  | 21                     | 7                |
| 1.4.b remove and restoration (same as Riverside)  | 14                     | 7                |
| <b>2. Interceptor - CIPP</b>  | ( 1 )                  |                  |
| <b>2.1 Combined Locks - mh 32A - 29 (4 sections)</b>  | 28                     | 7                |
| <b>2.2 Little Chute</b>   |                        |                  |
| 2.2.a mh 25 - 21A (4 sections)  | 45                     | 7                |
| 2.2.b mh 21A - 18 (4 sections)  | 45                     | 7                |
| <b>2.3 Kaukauna</b>   |                        |                  |
| 2.3.a mh 15 - 9 (7 sections)  | 90                     | 7                |
| 2.3.b mh 4 - 1 (3 sections)   | 45                     | 7                |
| <b>3. Structures</b>  | ( 1 )                  |                  |
| <b>3.1 Replace</b>  |                        |                  |
| 3.1.a mh 32A  | 14                     | 7                |
| 3.1.b mh 17   | 21                     | 7                |
| 3.1.c mh 3 - 4  | 21                     | 7                |
| 3.1.d mh 60A  | 21                     | 7                |

|            |  |              |    |
|------------|--|--------------|----|
| <b>3.2</b> | <b>Rehabilitate - Interiors</b>                    | <b>( 1 )</b> |    |
| 3.2        | Combined Locks                                     |              |    |
| 3.2.a      | mh 32A - 29 (4 structures)                         | 28           | 7  |
| <b>3.3</b> | <b>Kimberly</b>                                    |              |    |
| 3.3.a      | mh 60A - 68 (11 structures)                        | 28           | 7  |
| <b>3.4</b> | <b>Little Chute</b>                                |              |    |
| 3.4.a      | mh 26 - 17 (3 structures epoxy, 9 structures PLS ) | 21           | 7  |
| 3.4.b      | mh 38 - 16 (3 structures)                          | 28           | 7  |
| <b>3.5</b> | <b>Fox River</b>                                   |              |    |
| 3.5        | mh 9 - 15 (7 structures PLS, 1 structure epoxy)    | 40           | 7  |
| 3.5        | mh 8 - 7 (3 structures PLS)                        | 14           | 7  |
| <b>3.6</b> | <b>Combined Locks / Darboy</b>                     |              |    |
| 3.6.a      | mh 56 - 50 (7 structures)                          | 40           | 7  |
| 3.6.b      | mh 49 - 42 (8 structure inverts)                   | 28           | 7  |
| <b>3.7</b> | <b>Kaukauna</b>                                    |              |    |
| 3.7.a      | mh 6A - 5 (4 structures)                           | 28           | 7  |
| 3.7.b      | mh 4 - 2 (3 structures)                            | 28           | 7  |
| 3.7.c      | wwtf mh 1  | 28           | 7  |
| <b>3.8</b> | <b>meter stations</b>                              |              |    |
| 3.8.a      | ms 1 (Kimberly)                                    | 28           | 7  |
| 3.8.b      | ms 2 (Little Chute)                                | 28           | 7  |
| 3.8.c      | ms 3 (Little Chute)                                | 28           | 7  |
| 3.8.d      | ms 5N (Kaukauna)                                   | 28           | 7  |
| 3.8.e      | ms 6 (Kaukauna) and wetwell                        | 28           | 7  |
| 3.8.f      | ms 9 (Ahlstrom)                                    | 28           | 7  |
|            |  |              |    |
|            |  |              |    |
| <b>5.</b>  | <b>Bypass Wastewater (remove)</b>                  | <b>( 2 )</b> |    |
| <b>5.1</b> | <b>Combined Locks</b>                              |              |    |
| 5.1        | mh 32C - 29  | 14           | 7  |
| <b>5.2</b> | <b>Kimberly</b>                                    |              |    |
| 5.2        | mh 60A - 68  | 14           | 7  |
| <b>5.3</b> | <b>Little Chute</b>                                |              |    |
| 5.3        | mh 60A - 68  | 14           | 7  |
| 5.3        | mh 38 - 16   | 14           | 7  |
| <b>5.4</b> | <b>Fox River</b>                                   |              |    |
| 5.4        | mh 16 - 9  | 28           | 7  |
| 5.4        | mh 8 - 7   | 14           | 7  |
| <b>5.5</b> | <b>Combined Locks / Darboy</b>                     |              |    |
| 5.5        | mh 52 - 50   | 7            | 7  |
| 5.5        | mh 49 - 42   | 14           | 7  |
| <b>5.6</b> | <b>Kaukauna</b>                                    |              |    |
| 5.6        | Ahlstrom mh 9 to wwtf mh 1                         | 28           | 14 |
| 5.6        | ms 6   | 7            | 7  |

**footnotes:**

- ( 1 ) times do NOT include installing or removing bypass wastewater equipment
- ( 2 ) time to disassemble, remove and restore surfaces. Work items shall begin no later than 14 days after related Work is substantially complete

Exhibit B4  
**CERTIFICATE of INSURANCE**

---

*Strategic Municipal Services, Inc.*

**SMS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2023

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 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).

|   |  |   |  |
|---|--|---|--|
| <b>PRODUCER</b><br>R & R Insurance Services Inc<br>N14 W23900 Stone Ridge Dr<br>Waukesha WI 53188 |  | <b>CONTACT NAME:</b> Deborah Madsen<br><b>PHONE (A/C, No, Ext):</b> (262)574-7000<br><b>FAX (A/C, No):</b> (262)574-7080<br><b>E-MAIL ADDRESS:</b> Debbie.Madsen@rrins.com  |  |
| <b>INSURED</b><br>Visu-Sewer Inc<br>W230 N4855 Betker Rd<br>PO Box 804<br>Pewaukee WI 53072-0804  |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Phoenix Ins Co (Travelers) <b>NAIC #</b> 25623<br><b>INSURER B:</b> Charter Oak Fire Ins Co (Travelers) <b>25615</b><br><b>INSURER C:</b> Travelers Prop Cas Ins Co of America <b>25674</b><br><b>INSURER D:</b> Travelers Indemnity Co of Connecticut <b>25682</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

**COVERAGES**

CERTIFICATE NUMBER: CL2332137449

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"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | X         | Y        | CO-5968X624<br>#CGD604 02-19 (AI)<br>#CGD316 02-19 (WOS)<br>#CGT100 02-19 (PNC) | 4/1/2023                | 4/1/2024                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |         |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS   | X         | Y        | 810-5968X624<br>#CAT353 02-15 (AI/WOS)<br>#CAT499 02-16 (PNC)                   | 4/1/2023                | 4/1/2024                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |         |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  | X         | Y        | CUP-0J357280<br>#EU0001 07-16 (AI/PNC/WOS)                                      | 4/1/2023                | 4/1/2024                | EACH OCCURRENCE \$ 15,000,000<br>AGGREGATE \$ 15,000,000   |         |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | Y/N<br>N | N/A<br>Y<br>UB-3K116933   | 4/1/2023                | 4/1/2024                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                |         |
| B        | Contractors Equipment   |           |          | 660-5167X974  | 4/1/2023                | 4/1/2024                | Leased/Rented Equipment  | 300,000 |
| B        | Installation Floater  |           |          | 660-5167X974  | 4/1/2023                | 4/1/2024                | Any One Jobsite & In Transit   | 500,000 |

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

RE: Interceptor System Rehabilitation. Heart of the Valley Metropolitan Sewerage District; Strategic Municipal Services, Inc. (Engineer); Engineer's subconsultants; Village of Combined Locks; Darboy Sanitary District; City of Kaukauna; Village of Kimberly; Village of Little Chute; Army Corps of Engineers; Fox River Navigational System Authority (FRNSA); Ahlstrom Munksjo; Warehouse Specialties, Inc. (WIS); Midwest Paper Group- Appleton Papers; Canadian National; Watco/Foxy and any others required by the contract are included as additional insureds on a primary and noncontributory basis for General Liability, including ongoing and completed operations, Automobile and Umbrella policies per forms listed

**CERTIFICATE HOLDER****CANCELLATION**

|  |  |
|--|--|
| Heart of the Valley<br>Metropolitan Sewerage District<br>801 Thilmany Road<br>Kaukauna, WI 54301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br>Thomas Scheider/DM586 |
|--|--|

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (201401)

## COMMENTS/REMARKS

above when required by written contract. A waiver of subrogation is in favor of the additional insureds for General Liability, Automobile, Umbrella and Workers Compensation when required by written contract. Umbrella is excess over the underlying policies, General Liability, Automobile and Employers Liability.



To: Village Board of Trustees  
From: Daniel M. Meister – Chief of Police  
Date: February 28, 2024  
Re: Fox Valley Metro Police Department Monthly Report – March 2024

---

## **New and Noteworthy**

### **PERSONNEL**

Metro Anniversaries for March:

Officer Michael Gostisha: 12 years

Captain Jeremy Slotke: 19 years

The department is conducting an internal promotional process to promote an officer to lieutenant to fill the vacancy when Lt. Ulman retires May 1<sup>st</sup>.

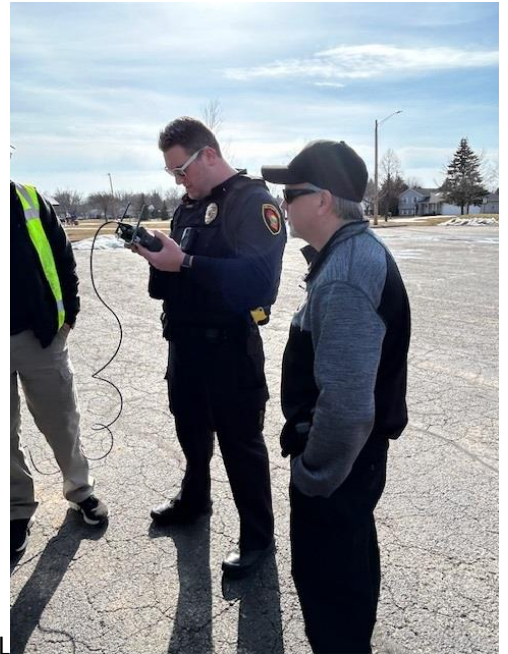
We are also conducting an officer hiring process. As part of our recruitment efforts, Lt. Mark Wery and I visited the Fox Valley Technical College Public Safety Training Center law enforcement officer academy and spoke with several candidates on 2/20. On 2/21, we met with over 40 students and recruits at the Northeast Wisconsin Technical College school and law enforcement academy.

### **TRAINING**

Lieutenants Mark Wery and Ed Slinde have completed their FAA Part 107 remote pilot training course and have passed their written certification test. They are now certified drone pilots.



Launch Preparation





Thermal view



Auto landing





## FLEET

Beco Vehicle Solutions has installed the new antennas on the squad cars so that we can install the new, 5G capable Wi-Fi routers in them.



The department completed a bid process for the 2024 squad car purchase. We received two quotes from area dealerships. Several dealerships either didn't respond or they informed us that they do not participate in the police fleet sales. No bids were received via the newspaper advertisement. Bergstrom Ford of Neenah responded with the lowest quote.

## **ADMINISTRATION**

Below are highlights for the month of *January* for the Police Clerks and Administrative Manager:

Assisted 113 walk ins at the front desk.

Answered 269 calls; transferring 46 calls to the communications center, and provided information on ordinances, scams, services, etc. to 162 callers.

Fulfilled 84 public requests for open records.

Fulfilled 39 evidence requests for the District Attorney's office.

Entered 199 parking citations.

Completed 14 background checks for operator licenses.

Sent up 60 referrals/in custody reports to the DA office.

Screened 51 code 4 calls for service.

Performed crossing guard duties for 5 shifts.

Validated 403 incidents for WIBRS/NIBRS reporting; successfully finalized 2023 reporting.

Upcoming meetings:

Outagamie County Police Chiefs meeting – 3/6

Metro Village Administrators Meeting - 3/7

Police Lights of Christmas event planning meeting – 3/14

## **OPERATIONS**

On February 19<sup>th</sup>, the department's Honor Guard Team performed casket watch for retired Little Chute Police Department Assistant Chief of Police Thomas Hammen. Hammen died Thursday, February 8, 2024, at the age of 82. He started his law enforcement career with the Outagamie County Sheriff's Office in 1966 and a few years later, he joined the Little Chute PD. He retired as the Assistant Chief prior to the merger that created Metro.

On 02/01, Metro officers responded to a report of a vehicle on fire at the U-Haul business on Marcella St. Upon their arrival, one truck was on fire in the parking lot, and it then spread to three other, adjacent trucks. Officers took precautions with surrounding businesses and stopped traffic in the area. Kimberly Fire Dept. responded and with the assistance of LCFD, suppressed the fire.

That same day, Metro responded to a multiple vehicle crash at the intersection of Washington St. and Wallace St. Four vehicles were involved in the crash with two people being injured. It was determined that the VOK garbage truck had stopped properly to access a waste container and two other vehicles stopped behind it. The fourth vehicle did not stop properly, rear ended the third vehicle and subsequently pushed the other vehicle into the back of the garbage truck.

## FACILITIES

The police department's kitchen / employee break room is getting a makeover with new appliances, flooring, additional electrical outlets, and some fresh paint. The current appliances are over 20 years old, and one was not even functioning anymore. Much of the work is being done by our facilities maintenance worker, Dave Neumann.

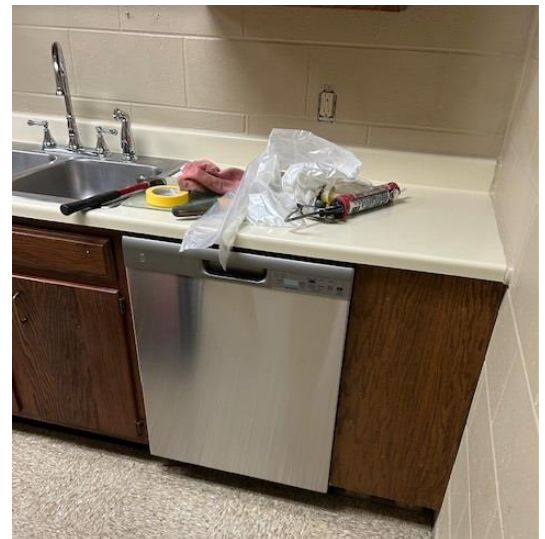
**Before...**







Current Progress...



## 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

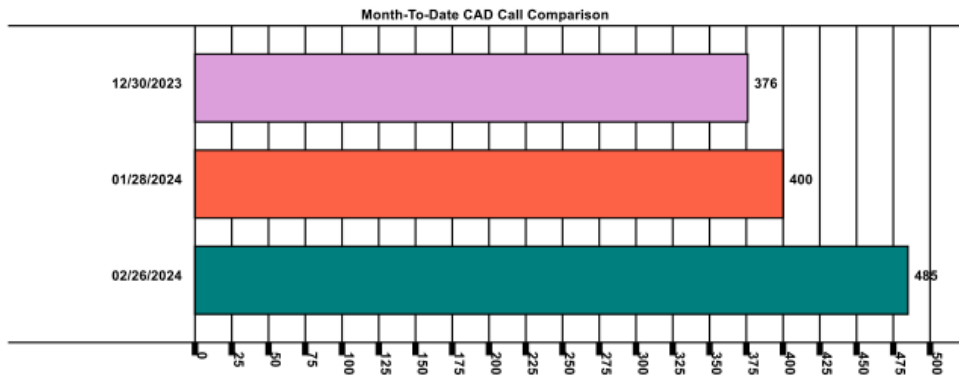
### Month-To-Date CAD Received Calls

| Call Nature                    | 01/29/2024     | 12/31/2023     | 1 mo %  | 12/02/2023     | 2 mo %  |
|--------------------------------|----------------|----------------|---------|----------------|---------|
|                                | to 02/26/2024: | to 01/28/2024: | change: | to 12/30/2023: | change: |
| 911 Misdial                    | 40             | 21             | 90.5%   | 19             | 110.5%  |
| Abandoned Vehicle              | 0              | 0              | N/A     | 1              | -100.0% |
| Abdominal D-David Response     | 0              | 0              | N/A     | 1              | -100.0% |
| Accident in a Parking Lot      | 4              | 2              | 100.0%  | 4              | 0.0%    |
| Accident with Scene Safety     | 0              | 2              | -100.0% | 0              | N/A     |
| Animal Bite                    | 1              | 0              | N/A     | 0              | N/A     |
| Animal Call                    | 9              | 6              | 50.0%   | 10             | -10.0%  |
| Assist Citizen or Agency       | 19             | 20             | -5.0%   | 22             | -13.6%  |
| Back Problem A-Adam Response   | 1              | 1              | 0.0%    | 3              | -66.7%  |
| Back Problem C-CharlesResponse | 0              | 1              | -100.0% | 0              | N/A     |
| Bicycle Stop                   | 2              | 0              | N/A     | 2              | 0.0%    |
| Bleeding A-Adam Response       | 1              | 0              | N/A     | 0              | N/A     |
| Bleeding D-David Response      | 0              | 1              | -100.0% | 3              | -100.0% |
| Breathing Problem C-Charles    | 1              | 2              | -50.0%  | 0              | N/A     |
| Breathing Problem D-David      | 4              | 3              | 33.3%   | 2              | 100.0%  |
| Business Check                 | 0              | 1              | -100.0% | 0              | N/A     |
| Carbon Monoxide Alarm          | 1              | 0              | N/A     | 1              | 0.0%    |
| Chest Complaint C-Charles      | 1              | 0              | N/A     | 1              | 0.0%    |
| Chest Complaint D-David        | 1              | 3              | -66.7%  | 0              | N/A     |
| Choking D-David Response       | 0              | 0              | N/A     | 1              | -100.0% |
| Civil Matter Assist            | 0              | 1              | -100.0% | 0              | N/A     |
| Civil Process                  | 3              | 6              | -50.0%  | 5              | -40.0%  |
| Crime Prevention               | 16             | 10             | 60.0%   | 12             | 33.3%   |
| Damage to Property             | 2              | 1              | 100.0%  | 4              | -50.0%  |
| Diabetic Issue A-Adam          | 0              | 1              | -100.0% | 0              | N/A     |
| Disturbance                    | 4              | 7              | -42.9%  | 6              | -33.3%  |
| Domestic Disturbance           | 0              | 3              | -100.0% | 3              | -100.0% |
| Drug Complaint                 | 0              | 1              | -100.0% | 0              | N/A     |
| Emergency Committal            | 0              | 1              | -100.0% | 0              | N/A     |
| Fainting C-Charles             | 1              | 0              | N/A     | 1              | 0.0%    |
| Falls A-Adam Response          | 3              | 4              | -25.0%  | 3              | 0.0%    |



|                               |    |    |         |    |         |
|-------------------------------|----|----|---------|----|---------|
| Falls B-Boy Response          | 2  | 2  | 0.0%    | 2  | 0.0%    |
| Falls D-David Response        | 3  | 2  | 50.0%   | 1  | 200.0%  |
| Fire Alarm Commercial         | 2  | 2  | 0.0%    | 2  | 0.0%    |
| Fire Alarm Residential        | 0  | 1  | -100.0% | 0  | N/A     |
| Fire Unauthorized Burning     | 1  | 0  | N/A     | 0  | N/A     |
| Follow Up                     | 12 | 5  | 140.0%  | 10 | 20.0%   |
| Fraud Complaint               | 3  | 1  | 200.0%  | 1  | 200.0%  |
| Graffiti Complaint            | 0  | 0  | N/A     | 1  | -100.0% |
| Harassment                    | 2  | 3  | -33.3%  | 3  | -33.3%  |
| Hazard in Roadway             | 2  | 3  | -33.3%  | 2  | 0.0%    |
| Heart Problem D-David         | 0  | 1  | -100.0% | 1  | -100.0% |
| Jail GPS Checks               | 4  | 10 | -60.0%  | 11 | -63.6%  |
| Juvenile Complaint            | 3  | 0  | N/A     | 3  | 0.0%    |
| K9 Assist                     | 1  | 0  | N/A     | 0  | N/A     |
| Law Alarms - Burglary Panic   | 4  | 3  | 33.3%   | 1  | 300.0%  |
| Lost or Found Valuables       | 1  | 3  | -66.7%  | 1  | 0.0%    |
| Medical Assistance No Injury  | 4  | 6  | -33.3%  | 6  | -33.3%  |
| Medical Pre-Alert             | 8  | 3  | 166.7%  | 3  | 166.7%  |
| Motorist Assist               | 3  | 9  | -66.7%  | 5  | -40.0%  |
| Noise Complaint               | 0  | 2  | -100.0% | 0  | N/A     |
| Ordinance Violation           | 15 | 11 | 36.4%   | 12 | 25.0%   |
| Overdose C-Charles            | 0  | 0  | N/A     | 1  | -100.0% |
| Overdose D-David              | 1  | 0  | N/A     | 0  | N/A     |
| PNB B-Boy Response            | 0  | 0  | N/A     | 1  | -100.0% |
| PNB E-Edward Response         | 1  | 0  | N/A     | 0  | N/A     |
| Parking Enforcement           | 12 | 7  | 71.4%   | 11 | 9.1%    |
| Parking Request               | 0  | 0  | N/A     | 2  | -100.0% |
| Reckless Driving Complaint    | 4  | 5  | -20.0%  | 4  | 0.0%    |
| Restraining Order Tracking    | 0  | 0  | N/A     | 2  | -100.0% |
| Runaway Juvenile              | 3  | 3  | 0.0%    | 0  | N/A     |
| Scam                          | 1  | 1  | 0.0%    | 0  | N/A     |
| School Safety                 | 35 | 33 | 6.1%    | 29 | 20.7%   |
| Seizure C-Charles Response    | 1  | 0  | N/A     | 0  | N/A     |
| Seizure D-David Response      | 0  | 1  | -100.0% | 0  | N/A     |
| Sex Offense                   | 1  | 1  | 0.0%    | 0  | N/A     |
| Sick A-Adam                   | 4  | 3  | 33.3%   | 4  | 0.0%    |
| Sick C-Charles                | 3  | 4  | -25.0%  | 2  | 50.0%   |
| Sick D-David                  | 1  | 0  | N/A     | 0  | N/A     |
| Stroke C-Charles              | 5  | 0  | N/A     | 5  | 0.0%    |
| Structure Fire Smoke or Flame | 1  | 0  | N/A     | 1  | 0.0%    |
| Suspicious Incident           | 24 | 9  | 166.7%  | 8  | 200.0%  |

|                                |     |    |         |    |         |
|--------------------------------|-----|----|---------|----|---------|
| Suspicious Person              | 2   | 4  | -50.0%  | 1  | 100.0%  |
| Suspicious Vehicle             | 8   | 9  | -11.1%  | 5  | 60.0%   |
| Theft Complaint                | 3   | 2  | 50.0%   | 2  | 50.0%   |
| Theft of Automobile Complaint  | 0   | 2  | -100.0% | 1  | -100.0% |
| Traffic Enforcement            | 9   | 3  | 200.0%  | 0  | N/A     |
| Traffic Stop                   | 135 | 93 | 45.2%   | 80 | 68.8%   |
| Transport                      | 0   | 1  | -100.0% | 0  | N/A     |
| Traumatic Injuries B-Boy       | 0   | 0  | N/A     | 1  | -100.0% |
| Trespassing                    | 0   | 2  | -100.0% | 0  | N/A     |
| Unconscious D-David            | 1   | 1  | 0.0%    | 3  | -66.7%  |
| Unlocked or Standing Open Door | 1   | 0  | N/A     | 1  | 0.0%    |
| Vehicle Accident               | 6   | 18 | -66.7%  | 7  | -14.3%  |
| Vehicle Lockout                | 4   | 4  | 0.0%    | 3  | 33.3%   |
| Violation of Court Order       | 3   | 1  | 200.0%  | 3  | 0.0%    |
| Wanted Person or Apprehension  | 1   | 3  | -66.7%  | 2  | -50.0%  |
| Weapon Violation               | 1   | 0  | N/A     | 0  | N/A     |
| Welfare Check                  | 29  | 24 | 20.8%   | 27 | 7.4%    |
| Wire Down                      | 1   | 1  | 0.0%    | 1  | 0.0%    |





# Department Report

To: Village Board  
From: Greg Ulman | Director of Public Works/Zoning Administrator  
Date: March 4, 2024  
Re: Public Works Monthly Report

---

## HIGHLIGHTS FOR FEBRUARY

- Asbestos has been removed from the Street Dept. building and we are keeping a few plow trucks housed in the facility to keep at ready in the Village.
- The street department is officially working out of the Little Chute facility.
- The 2-way radio repeater has been moved to the water tower from the street building.
- Linda St. sewer work has begun and should have a 2-week time frame until completion. Heitpas has been awarded the work.
- The 100% plans for the new street/parks facility have been approved by the Village Board and we await the bid opening to secure a firm timeline of construction.
- The street department had 3 winter events we responded to in the month of February.
- Festival Foods construction has accelerated in February and is still on track for an October opening.
- The street crews have been busy pruning trees around the Village.
- We had a full house of residents for the Welhouse Dr. Public Information Meeting on 2/27
- We have been gathering quotes for the rapid flashing beacons to be placed around the Village at high pedestrian areas.
- Automated garbage truck now being delivered in 2025 (tentatively)
- Ordered street signs to replace the faded signs in the industrial park and by Somerset Ln.

## TOP PRIORITIES FOR MARCH

- Clear trash around storm water ponds.
- Continue to trim and remove trees.
- Inform residents on assessment fees when bids are opened for the Welhouse Dr. project.
- Work with McMahon to ensure the project at Bob's Heating and Cooling is connected properly to our utility system.

## UPCOMING EVENTS

- Before the street department building is demolished, and if possible, I have extended an invitation to local emergency services to see if they would like to use the building for training purposes.



| February 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 |
| <b>Residential Building</b>                     |                                   |                        |                                 |                                |                       |
| 100   | New Single Family                 | \$1,486,730.00         | \$1,125.00                      | 3                              | 5                     |
| 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           | \$0.00                 | \$0.00                          | 0                              |                       |
| 141   | Addn Accessory Bldg               | \$0.00                 | \$0.00                          | 0                              |                       |
| 150   | Interior Alterations              | \$22,828.89            | \$48.00                         | 1                              |                       |
| 151   | Exterior Alterations              | \$24,000.00            | \$20.00                         | 1                              |                       |
| 160   | Decks/Patios                      | \$0.00                 | \$0.00                          | 0                              |                       |
| 170   | Fences                            | \$5,880.00             | \$30.00                         | 2                              |                       |
| 180   | In-Ground Pools                   | \$0.00                 | \$0.00                          | 0                              |                       |
| 181   | Above Ground Pools                | \$0.00                 | \$0.00                          | 0                              |                       |
| 190   | Raze Residential                  | \$0.00                 | \$0.00                          | 0                              |                       |
| <b>Sub-Total Residential Building</b>           |                                   | <b>\$1,539,438.89</b>  | <b>\$1,223.00</b>               | <b>7</b>                       | <b>5</b>              |
| <b>Commercial &amp; Industrial Building</b>     |                                   |                        |                                 |                                |                       |
| 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                              |                       |
| <b>Sub-Total Commercial/Industrial Building</b> |                                   | <b>\$0.00</b>          | <b>\$0.00</b>                   | <b>0</b>                       |                       |
| <b>Electric</b>                                 |                                   |                        |                                 |                                |                       |
| 300   | Residential Services              | \$3,000.00             | \$100.00                        | 1                              |                       |
| 310   | Residential Alterations           | \$0.00                 | \$0.00                          | 0                              |                       |
| 320   | Commercial/Industrial Services    | \$10,022,850.00        | \$7,000.00                      | 3                              |                       |
| 321   | Commercial/Industrial Alterations | \$0.00                 | \$0.00                          | 0                              |                       |
| <b>Sub-Total Electric</b>                       |                                   | <b>\$10,025,850.00</b> | <b>7100</b>                     | <b>4</b>                       |                       |
| <b>HVAC</b>                                     |                                   |                        |                                 |                                |                       |
| 400   | Residential Heating               | \$11,915.00            | \$75.00                         | 3                              |                       |
| 401   | Residential AC                    | \$0.00                 | \$0.00                          | 0                              |                       |
| 402   | Residential - Both                | \$0.00                 | \$0.00                          | 0                              |                       |
| 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                              |                       |
| <b>Sub-Total HVAC</b>                           |                                   | <b>\$11,915.00</b>     | <b>\$75.00</b>                  | <b>3</b>                       |                       |
| <b>Plumbing</b>                                 |                                   |                        |                                 |                                |                       |
| 500   | Residential Laterals              | \$0.00                 | \$0.00                          | 0                              |                       |
| 501   | Residential Alterations           | \$15,450.00            | \$65.00                         | 2                              |                       |
| 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                              |                       |
| <b>Sub-Total Plumbing</b>                       |                                   | <b>\$15,450.00</b>     | <b>\$65.00</b>                  | <b>2</b>                       |                       |
| <b>Permit Totals</b>                            |                                   | <b>\$11,592,653.89</b> | <b>\$8,463.00</b>               | <b>16</b>                      | <b>5</b>              |
| <b>Miscellaneous Fees</b>                       |                                   |                        | <b>Fees Collected</b>           | <b>Number</b>                  |                       |
| UDC Seals                                       |                                   |                        | \$105.00                        | 3                              |                       |
| Parkland Dedication Fee                         |                                   |                        | \$2,500.00                      | 3                              |                       |
| Grade Fee                                       |                                   |                        | \$225.00                        | 3                              |                       |
| VoK Sanitary Sewer Connection Fee               |                                   |                        | \$2,700.00                      | 3                              |                       |
| HOVMSD Sanitary Sewer Connection Fee            |                                   |                        | \$7,575.00                      | 3                              |                       |
| Storm Water - Erosion Control Permits           |                                   |                        | \$0.00                          | 0                              |                       |
| Admin Fee                                       |                                   |                        | \$0.00                          | 0                              |                       |
| Erosion   |                                   |                        | \$0.00                          | 0                              |                       |
| Storm Sewer Fee                                 |                                   |                        | \$0.00                          | 0                              |                       |
| <b>Total Miscellaneous Fees</b>                 |                                   |                        | <b>\$13,105.00</b>              |                                |                       |
| <b>Total All Fees</b>                           |                                   |                        | <b>\$21,568.00</b>              |                                |                       |



# Department Report

To: Village Board  
From: Holly Femal | Community Enrichment Director  
Date: March 4<sup>th</sup>, 2024  
Re: Community Enrichment Director's Report

---

## FEBRUARY HIGHLIGHTS

### **PARKS**

- Parks Lead Wyngaard has been training Parks Operator Hardin on a variety of equipment and techniques as they complete scheduled tree work in Sunset Park. Both operators have been removing dead ash trees from the tree line south of the Amphitheater in preparation for new plantings with this year's living forest campaign as well as dead trees from the Sunset Beach property line area between the Beach and Schindler properties.
- Parks staff have been dismantling the bleachers at the youth diamond in Sunset Park in preparation for the spring installation of new safety compliant bleachers.
- The Village Engineer continues to work with MCC on the finishing touches of the Papermill Run Trail project. Railing installation along the ramping portion of the trail has taken much longer than expected. The railing company needed to refabricate the railing ends and then needed to field weld the railing joints together to make contiguous railing on any of the ramped areas for ADA compliance. Village staff and Engineer Werner will continue to monitor the installation to ensure the final product has the look and feel we were expecting.
- In the Spring Issue of KimTalk, the parks department is soliciting volunteers to assist with a few remaining adopt-a-spots in the village. The planting area at Triangle Area and Sunset East – West side are still in need of someone to show them love throughout the growing season.
- As part of the Street and Parks Department relocation – parks staff have sourced a variety of items from the building to be reused within the parks system. As we continue to learn more about the project timeline, we will be sure to source any items that can support parks maintenance before the wrecking ball swings.
- The bid is up and open for the Sunset Beach splash pad project. Bid opening is scheduled virtually on March 14<sup>th</sup> at 10:30 a.m. Tentative project schedule includes stubbing into the village water system and completing all electrical work before the beach opens for the season with concrete, splash pad fixtures (including an octopus!) and site restoration happening during "beach season". The hope is to cut the ribbon on this amenity in late August to allow for a few weeks of enjoyment as a "test run" for the season.
- Work continues on the Marcella Street Trail project in coordination with the WisDOT Railroad Coordinator. The team at McMahon have been keeping village staff informed on the "to do list" getting us ready to go to bid on the project, as well as challenges that have presented themselves – such as tree removal within the 441 right of way. We continue to work closely with

the McMahon team to meet the DOT's deadlines and requirements as part of this federally supported project.

- CED met with neighbors of the Street and Parks building to coordinate the process of saving the tulips from the planting area at the front of the current building. They will be relocated to village property such as the planting area between the Street and Parks building and Butch's/Kerry's/Hitters.
- CED met with a group from Kimberly High School's Project Green to talk about the future implementation of bird houses within Sunset and Memorial Parks. The club is in the very early stages of planning this process, and it most likely would not be implemented until 2025.
- CED developed the planting plan for the 2024 installation of the Living Forest in Sunset Park as part of our annual Arbor Day celebration. Mark your calendar, planting day is April 26<sup>th</sup> in the a.m. in partnership with Westside Elementary's 2<sup>nd</sup> grade classes.
- Save the Date – June 5<sup>th</sup> has tentatively been set as the ribbon cutting date for the Loop the Locks trail network. The Village of Kimberly will host the event at the Sunset Park Boat Launch, which is the same place the original ceremony commemorating the project occurred on a snowy yet sunny April afternoon years ago. This ceremony initiative is being led by Outagamie County's Planning and Land Services Department with support from the VOK CED. More to come as details are finalized. You may want to bring a bike – hint hint.
- The Verhagen Park fundraising initiative has begun but needs another level of energy pumped into it if we plan on meeting our goals. Signage for Verhagen Park has been designed and is currently being fabricated to assist with visually depicting the progress at the park as well as offering a QR code for people to donate right there at the park if they want!
- We continue to work with the team at McMahon's on two lighting projects for 2024: The Sunset Park Upper Diamond Ballfield Lights and lighting along the new segment along the river of the Papermill Run Trail including lighting under the Washington Street Bridge. We are able to purchase the ballfield lighting through a Sourcewell process from Musco lighting to secure state contract pricing.

## RECREATION

- A rough draft of the program guide has been completed. Finishing touches include development of some new beach related programming, fine tuning an adult field trip for this spring to Door County and refining a Heart of the Valley Scavenger Hunt in partnership with Heart of the Valley Chamber and Little Chute. We are also working with the new kayak rental vendor for an updated ad to place in the program guide outlining the new vendor and how to rent from them.
- Part of the program guide drafting process included securing dates and times for all village run special events throughout the year, soliciting for food trucks to come to the events, coordinating with the KFD on the Fireworks event, and supporting the Amphitheater Board with booking bands, sending out contracts, creating a Facebook page, updating solicitation and fundraising materials, and soliciting for more board members.
- Solicitation for seasonal employment is up and running. Updates for the process this year include updating the wage scale on all solicitation materials, updated requirements and position descriptions for all roles, creating new roles to accommodate programming jobs and support for the baseball program specific to evening hours and daytime programs, and creating position specific applications. Solicitation began in early February and will close mid-March or until all open positions are filled. We do have more staff looking to return to the beach this summer, which is a nice change.



- CED is exploring app options to capture timekeeping for seasonal employees as we continue to live in several different campuses without a real central hub. We are looking for a free or low-cost option to keep track of their time.
- Baseball registration closes at the end of March. We have enough players for a competitive league in tee ball, machine pitch, kid pitch, and the cooperative league. We also continue to see registrations coming through for our tot programming of which we will be offering 4 different time slots this summer to assist with reducing class sizes while still meeting the demand for the class. As the final draft of the program guide goes live, we will continue to push information to social media to fill registration numbers.

## EVENTS AND OUTREACH

- CED received the special event permit application from the Fox Cities Marathon facilitators. This will be presented to the village board upon receiving the certificate of insurance paperwork and the route map. CED met with the marathon group in February to discuss moving the route of the marathon specific to Kimberly to capitalize upon trail advancements in Kimberly.
- Office staff have sent out round 1 of the annual solicitation process for Recreation Shirt Sponsorship. We will continue to work through the process as we determine how many teams we will have. We hope to get all our shirts from BIA of Kimberly this year, but we will need to have team rosters finalized a month before the program begins to allow enough time for BIA to complete the fabrication process.
- Social Media posts have been developed and timed for the coming weeks bringing awareness to items throughout the KimTalk – highlighting the articles one and a time – just in case someone didn't read it cover to cover 😊

## TOP PRIORITIES FOR MARCH

- Final Draft of the Program Guide.
- The Bunny Hop Event in Sunset Park – March 22<sup>nd</sup> from 5-7 pm
- Splash Pad Bid Opening and Next Steps
- Start interview process for seasonal positions.
- Papermill Run Trail railings and lighting plan.
- Verhagen Park Fundraising – round 2 push.
- Continued from February: Cooperative long range master planning for lower diamond facility.



# Department Report

To: Village Board  
From: Holly Selwitschka | Library Director  
Date: March 2024  
Re: Library Report



## FEBRUARY HIGHLIGHTS

- Warm Up to Winter Reading Incentive Program ended with 338 registered. Readers were asked to complete reading and other activities arranged on a Bingo sheet to win 5-in-a-row Bingo for a chance to enter a prize drawing. Participants included 34 teenagers, 135 adults and 169 children.
- On display throughout January and February was a community art project featuring tiny art depicting happy places to the people of Kimberly. There were 32 entries.

## TOP PRIORITIES FOR MARCH

- Solar Eclipse distribution of solar viewing glasses from NASA
- March Madness Battle of the Books Popular Adult Fiction Interactive Display: Find out what Popular Title from the last year is Best Loved of All!
- Peeps Diorama contest: Bring your favorite books to life with marshmallow peeps
- Annual Friends of the Library Meeting
- Fill short-term part-time staff vacancy with temporary replacement

## UPCOMING EVENTS



**Peeps Diorama Contest – Tuesday, March 5 @9am-6pm** Create a book scene with peeps for a chance to win a chocolate surprise. All dioramas must be in by March 5th to compete. All ages welcome to participate! Dioramas will be on display in the library for two weeks. Three Contest Rules: 1. Boxes may be no larger than a small box. 2. No food/candy other than peeps allowed. 3. Must be book-themed.

**House Plant Swap – Monday-Friday, March 18-22 @9am-6pm** Refresh your place and bring home a new friend during our House Plant Swap.



**How it works:** Bring in healthy house plants, seeds, or bulbs and receive a ticket for each donation. **Donation days are Monday, March 18 through Wednesday, March 20.**

**Redeem your tickets during Swap Days on Thursday, March 21 and Friday, March 22.** Each ticket earns one plant, seed packet, or bulb collection.

Healthy plants only. Please do not donate dead or infested plants. Be aware that plant donations include the pots they are in.

**Crafternoons, Drop-in Craft Circle – Monday, March 4 @12:30-2pm** Work on your current knitting, stitching, beading, painting, felting (or other) project at this informal craft circle. Coffee provided. This program takes place on the first Monday of the month. Stay for as long or as little as you want.

**Baby Stay and Play Story Times – Tuesdays in March @10-10:30am** Enjoy sweet stories, rollicking rhymes, and merry music perfect for babies up to 30 months and their parents/caregivers. Playtime included afterwards.

**Tween Tuesday Intro to Paper Quilling – March 5 @3:15-4pm:** Learn about paper quilling and try it out in this drop in after school workshop. Come anytime between 3:15 and 4:30 pm on March 5. For grades 4-8.

**Family Story Time – Wednesdays in March @ 10-10:30am** Enjoy classic and newer picture books plus music and learning games during this fun story time geared for preschoolers and their parent/caregiver. No food during story time, please.

**LitFix Book Club – Meets the 1<sup>st</sup> Thursday of each month @10am;** In Person @ the Kimberly Public Library. March 8: “The Violin Conspiracy” by Brendan Slocumb; April 4: “The Age of Innocence” by Edith Wharton.

**Big Kids Afterschool Story Time: *Samosas with Saanvi* with local student author Aanya Kasera – Thursday, March 7 @4-4:45pm** Kimberly High School senior Aanya Kasera will be our special guest as she shares her book [Samosas with Saanvi](#). Kids will get a chance to sample samosas, too!

Saanvi, a little girl who moved to Wisconsin from India, is worried about her first day at her new school. She wants to fit in and make friends, but she’s worried people will think she’s weird. She soon learns, though, that being herself and sharing her culture is a way to make new friends.

**Music Exploration Class for Preschoolers – Friday, March 8 and 15 @9:15-9:45am** Come join [Aurora Institute for the Arts](#) in your exploration of music at Kimberly Public Library! We will sing, dance, listen, and learn about the violin and cello. We will explore the different types of sounds the violin and cello can make and what the different parts of the instruments do. You will even get the opportunity to hold and play the instruments in our instrument “Petting Zoo.” We are looking forward to exploring music with you! Classes are held on March 8 & 15 – come to one or both.

**Annual Friends of the Library Meeting – Tuesday, March 12 @1-3pm** It’s time for friends! Join us for the Annual Friends of the Library Meeting. All welcome.



**Tween Tuesday Fun with Origami – March 12 @3:15-4pm:** Join us for some after school fun with origami, the art of folding objects out of paper. Drop in anytime between 3:15 and 4:30 pm. For grades 4-8.

**Adult Craft Workshop Spring Egg Painting – Tuesday, March 12 @5-6pm, Evergreen Room in Village Municipal Complex** Paint 3 wooden eggs to decorate your spring table at this adult craft workshop. Adults MUST call to register at 920-788-7515. Registration begins Feb 27th at noon.

**Writer’s Group – 2<sup>nd</sup> Thursday of each month at 10am-Noon** The writing group is for fun; no critiques are done, just support. At each meeting, members spend time writing from a prompt then share what they’ve written. There is no pressure to read your writing out loud, just encouragement.

**Stories & Cocoa at il Bar Coffeehouse – Thursday, March 14 @10-10:30am** Have a coffee-cocoa story time date with the kiddos at a local coffeehouse! Enjoy spring story times at il Bar with Ms. Ann from Kimberly Library. Free cocoa samples for the kids. Parents and caregivers get 5% of purchases – no purchases required to attend. Il Bar is located at 100 S. Birch Street just down the street from the library and right by the water tower.

**Short Story Group Discussions - Tuesday, March 19 @9-10am** Short Story Group reads a classic and a contemporary short story then meets once a month to discuss what they read.

**Tween Tuesday Seed Starting and Plant Markers – March 12 @3:15-4:30pm:** Get ready for spring and prepare the gardens at the Kimberly Library by planting seeds with us. Help the library by planting seeds for the Story Book Gardens this summer and take one home to watch it grow. We are also painting plant markers for the garden. Drop in anytime between 3:15 and 4:30 pm. For grades 4-8.

**Evening Book Club for Adults – Tuesday, March 19 @5-5:45pm** Join us for an adult book club in the evening. Come after work in your scrubs. Come with an afterwork snack. Take a break from your kids. All adults welcome. We will discuss WEST WITH GIRAFFES by Lynda Rutledge on March 19. (Copies available for book club members at the desk.)

**Hidden Gems Book Club – Tuesday, March 26 @4-4:45pm:** Discover a gem of a book! Talk about your favorite books and learn about the newest chapter books on our shelves. Take a new

book home and share your review of it during the following meeting. Create your own Shrinky Dink gem of a favorite book each meeting! For readers in grades 3-6.

**Senior Movies – 2<sup>nd</sup> Thursdays @12:30pm** Come for the popcorn. Stay for the movie! The senior movie matinee begins at 12:30PM in the Evergreen Room. Call the library at 920-788-7515 to get the movie title. This month's selection is rated R and may contain scenes that may be disturbing to a sensitive viewer.

**Memory Café, a collaboration of the Fox Valley Memory Project - 4<sup>th</sup> Wednesday of each month from 1:30-3pm;** In Person at the Kimberly Public Library/ Municipal Center Complex Community Room Memory Cafes are for those experiencing memory loss and their loved ones. For safety, all participants must attend with a partner.

**Friday Reads - Every Friday @ 11am;** Virtual on Facebook Live – Hear about great book recommendations from Librarians Jill and Julie every week on facebook, then come into the library to check out the best ones!



# Department Report

To: Village Board  
From: Maggie Mahoney, Community Development Director  
Date: March 4, 2024  
Re: Community Development Report

---

## HIGHLIGHTS FOR FEBRUARY

- Blue at the Trails Development:
  - Received initial revision proposal and met with Baird on February 26 on feasibility of proposal. Following up on advised counter with attorney the first week of March.
- Attended Valley Transit Joint Development Update on Tuesday February 6. They went over plans for a \$26.8M transportation hub and residential building plan. They are applying for \$25M federal grant with City of Appleton using ARPA funds to cover the remaining \$1.8M. Project is contingent on receiving federal grant monies.
- Attended 2024 Economic Forecast: Expert Insights from Industry Leaders on February 7. Discussion of economic trends in NE Wisconsin. Unemployment in Fox Valley is 2.4%, which is well below the national average of 3.7%. Most growth is in leisure and hospitality service jobs. Predict no change to rates in March but rates will lower throughout 2024.
- Inquiries and general discussions with property owners, realtors and/or potential developers for the following properties:
  - 141 Clark Street
  - 700 Kimberly Avenue
  - Village owned properties in TID 6 including the Clubhouse Lane lots and downtown Kimberly Avenue lots

These have been very general preliminary initial discussions/inquires. When more firm plans are ready they will be brought forward to Plan Commission and/or Village Board as appropriate.

## TOP PRIORITIES FOR MARCH

- Blue at the Trails Development:
  - Agreement revisions to bring forward to the Board for consideration.
  - Groundbreaking on the first multi-unit townhomes and single-family homes. Completion of these homes would be mid to late summer of 2024.
  - Continue discussions regarding riverfront scenic overlook along trail.
- USACE:
  - Continue to work with parties as needed on the preparation of the final draft agreement in principal.
- Plan for and schedule the CDA and KEDO meetings now that the 2022 audit is completed and updated proformas are available.
- Check-in with Kimberly Riverfront LLC/Midwest Expansion on status of developments and other matters.
- Update Village website for development projects, including new drone video footage.

## UPCOMING EVENTS

- Fox Cities Convention and Visitor Bureau Tourism Breakfast, Friday March 1, 2024 at Paper Valley Hilton.
- Heart of the Valley Chamber of Commerce annual community update, Tuesday April 23, 2024 at their building in Kaukauna. Director Femal and I will present.





# Department Report

To: Village Board  
From: Maggie Mahoney, Administrator  
Date: March 4, 2024  
Re: Administrator's Report

---

## HIGHLIGHTS FOR FEBRUARY

- Budget & CIP:
  - Conducted group meeting with all staff that deal with financial/budget functions to discuss various topics including monthly financial report access and usage to manage budgets, overall budget/account code changes, any changes to budgeting methods and review/authorization processes, purchasing and general information on trust funds.
  - Prior year project carryforward resolution was approved by the Board.
- 2022 Audit was completed and sent to reporting agencies as required to maintain our credit rating. Presentation by auditor to the Board on March 4, 2024.
- Streets and Parks Facility Project:
  - Board approved the plans to go to bid.
- Staff selected vendor for IT Managed Services and completed transition process from the prior vendor. The official switch occurred on February 29.
- Staff worked with legal counsel to prepare for and attended the virtual City of Kaukauna v. HOVMSD hearing on February 21, 2024.
- Special Assessment policy revisions were made to clarify billing options—changes to policy were approved by the Board on February 19, 2024.
- Initial meeting for Pedestrian Enhancement Retrofit Program with Village staff, engineer and FVMPD.
- Attended Municipal Emergency Management Meeting February 21, 2024 with Director Ulman, hosted by Outagamie County for Emergency managers to implement some preparedness priorities identified in the Integrated Preparedness Plan IPP. The Village plan is already robust and was implemented in March 2022 with guidance from the county. Staff will be reviewing current plan to ensure all contacts and information is current.

- Public Information meeting for residents of the Welhouse Street Reconstruction project on February 27, 2024. There were ~27 attendees and many questions/lots of participation. The revised special assessment policy was distributed.
- Attended WCMA 2024 Winter Conference February 28-March 1, 2024 in Elkhart Lake.

## TOP PRIORITIES FOR MARCH

- Budget & CIP:
  - Work with current financial software user groups and workflow to expand staff access with proper permissions.
  - Begin 2025-2029 CIP planning process.
- Work with new IT Managed Services vendor, CNSI, on equipment replacement and disposal plan.
- Meet with assessor to discuss possible Act 12 implications.
- Streets and Parks Facility Project:
  - Bidding process to close and review toward the end of the month with plan to award in early April.
- Follow up on Pedestrian Enhancement Retrofit Program with Village staff, engineer and FVMPD to hone in on recommendations for this program, including any 2024 allocations, to be brought forth for considered by the Board.
- Planning for annual all-staff training day with CVMIC – currently planned for Monday, April 29, 2024.
  - Meeting with CVMIC for annual service and engagement meeting on April 4.

## UPCOMING EVENTS

- Municipal Complex Generator installation April 18-20. Only anticipated date to effect operations is Friday April 19:
  - Complex offices and library to be closed on Friday, April 19.
  - Street and Parks will operated out of the Little Chute Facility.
  - Fire Department will not have power but is operational.
- Offices closed for all-staff training on Monday, April 29.



# Department Report

To: Village Board  
From: Jennifer Weyenberg | Clerk-Treasurer  
Date: March 4, 2024  
Re: Clerk-Treasurer  
Report

---

## HIGHLIGHTS

Badger Book training was held February 1<sup>st</sup> with many of our election inspectors. They were given a chance to be “hands on” and run through Election Day scenarios. Deputy Clerk Ziegert and I visited polling places in Buchanan and Grand Chute on February 20<sup>th</sup> to look at the floor plans and see how Badger Books are utilized in those spaces. Election training for both staff and inspectors has been on-going as we prepare for the April 2<sup>nd</sup> election.

Real Estate Property tax collection officially ended on February 7<sup>th</sup> and the February 20<sup>th</sup> settlements were processed. Personal Property tax collection will continue in our office. The number of people paying the manual TARF billings (Emons Acres) and getting dog licenses ramped up in February.

COMING UP- The elections team is hosting a community-wide Badger Book Open House on Monday, March 11<sup>th</sup> from 4:00-6:30pm. This is an opportunity for our voters to get familiar with the upcoming upgrades at our polling place.

### **Monthly Required Tasks/Statutes Completed:**

\*February 20th tax settlements calculated and processed

\*Housing Stock Report Filed