



VILLAGE OF KIMBERLY, WI
NOTICE OF VILLAGE BOARD MEETING

DATE: Monday, April 29, 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, April 29, 2024 at the Village Hall. This meeting is open to the public.

- 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 04/15/24 meeting
- 6) President's Appointments to Committees and Commissions
 - a) Board of Appeals- Gail Gerhardt, 3-year term
 - b) Fire Commission- Rick Weyenberg, 5-year term
 - c) Library Board- Barb Wentzel, 3-year term
 - d) Plan Commission- Jeremy Freund, 3-year term
 - e) Metro Police Commission- Bruce Siebers, 3-year term
 - f) Tree Board- Dani Block and Lee W. Hammen, 3-year terms
 - g) Weed Commissioner- Public Works Director/Zoning Administrator Greg Ulman, 1-year term
- 7) Unfinished Business
 - a) Purchase Window Shades for Evergreen Room
- 8) New Business for Consideration or Action
 - a) Certified Survey Map (550 S. Railroad St.)
 - b) Certified Survey Map (1037 Truman St.)
 - c) Change Order #1 to Jossart Brothers Inc., for an increase of \$147,400 for Welhouse Drive and Curtin Ave. Sanitary, Water and Storm Sewer Reconstruction

- d) Certificate of Payment #2 (Final) to Speedy Clean Drain & Sewer, in the amount of \$2,448.58 for the 2023 Sanitary Sewer & Storm Sewer Cleaning & Televising: Area 3
 - e) Award Contract for Papermill Run Trail Lighting and Lincoln Street Signalization to Bodart Electric Service, Inc. in the amount of \$512,508.60
 - f) Purchase Computer Equipment from Corporate Network Solutions Inc. in the amount of \$2,440.00 from the Data Processing Trust Fund
 - g) Marcella St./Kennedy Ave. Trail Project
 - i) Revised State/Municipal Agreement
 - ii) Relocation Order
 - iii) Marcella St. Trail R-O-W Plat Map
 - h) Reorganization of the Board
 - i) Board of Review for 2024- Mike Hruzek, Dave Hietpas, Lee W. Hammen, Marcia Trentlage (Alternate)
 - ii) Personnel Committee- Mike Hruzek and Marcia Trentlage, 1-year terms
 - iii) Plan Commission- Norb Karner, 1-year term
 - iv) Board of Health- Dave Hietpas, Marcia Trentlage, Tom Gaffney, 1-year terms
 - i) Resolution No. 6, Series of 2024 Distribution Easement Underground to WE Energies
- 9) Public Participation
- 10) Adjournment

Village Board Meeting Virtual Option

Apr 29, 2024, 6:00 – 7:00 PM (America/Chicago)

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

<https://meet.goto.com/317466069>

You can also dial in using your phone.

Access Code: 317-466-069

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

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.

**VILLAGE OF KIMBERLY
BOARD MEETING MINUTES
04/15/2024**

A meeting of the Village Kimberly Board was called to order on Monday, April 15, 2024 at 6:00pm in the Rick J. Hermus Council Chambers, 515 W. Kimberly Ave by President Chuck Kuen.

Board Present: President Chuck Kuen, Trustees Tom Gaffney, Dave Hietpas, Lee Hammen, Norb Karner, Mike Hruzek and Marcia Trentlage

Staff Present: Clerk Jennifer Weyenberg, Administrator/Community Development Director Maggie Mahoney, Director of Public Works/Zoning Administrator Greg Ulman, Community Enrichment Director Holly Femal, Engineer Brad Werner, Police Chief Dan Meister and Judy Hebbe, a member of the media

After President Kuen welcomed everyone to the meeting, he noted that he was given notification from the Arbor Day Foundation that the Village of Kimberly was named a Tree City USA.

Approval of Minutes from the 04-01-2024 Meeting

Trustee Hammen moved, Trustee Karner seconded the motion to approve the Village Board minutes from 04-01-2024. Motion carried by unanimous vote of the board.

Report of the April 2024 Election

The report was noted and on file with the Clerk's Office. No action was taken on this item.

Updates

Street and Parks Facility

Director Ulman stated there is a mandatory pre-bid meeting for contractors/bidders on April 18, 2024 at 9:00 in the Board Chambers. Director Ulman is hoping for a good turnout so we have options and can move forward with the project. No action was taken on this item.

Marcella St Trail Project

Administrator Mahoney briefly discussed the memo, including the upcoming real estate meeting scheduled for April 23, 2024. No action was taken on this item.

Unfinished Business

None

New Business

Certificate of Payment #2 to Donald Hietpas & Sons Inc., in the amount of \$3,923.00 for the 2024 Linda Street Sanitary Sewer Mainline Relay

Trustee Hammen moved, Trustee Karner seconded the motion to approve the certificate of payment #2 for \$3,923.00. The motion carried by unanimous vote of the board.

Revision to Mini Storm Section of Village Infrastructure Standard Policy; this item was broken into two parts and the following motions were made:

-Does the Board want to adhere to the policy of every property on a mini-storm project will receive a storm lateral stub at the property line, or grandfather them in to not installing a storm lateral stub if there is no sump pump present?

Trustee Hruzek moved, Trustee Gaffney seconded the motion to adhere to the policy that storm lateral stubs will be placed at the property line and those without sump pumps are deferred until the house sells. Motion carried 6-1 with President Kuen opposed.

-Should the utility contractor add a storm lateral stub to every property that is tied into a private storm sewer system and defer payments until the sale of the house?

Trustee Karner moved, Trustee Trentlage seconded the motion to have the utility contractor add a storm lateral stub to every property that is tied into a private storm sewer system and defer payments until the sale of the house. Motion carried by unanimous vote of the board.

Pedestrian Enhancement Retrofit Program Locations for 2024

Trustee Karner moved, Trustee Hammen seconded the motion to approve the Pedestrian Enhancement Retrofit Program with moving the Kimberly Ave at Wilbur St or Sunset Park Entrance to the #3 spot and shifting the remaining locations down one spot. The funding for this program is coming from the 2024 approved budget in the amount of \$25,000 and the additional monies of up to \$5,000 available through the annual CVMIC safety grant program for a budget of up to \$30,000 in 2024. Motion carried by unanimous vote of the board. The prioritized projects are reflected as:

1. Kennedy Ave. at John Street
2. Maes Ave. at Memorial Park
3. Kimberly Ave. at Wilbur St. or Sunset Park Entrance
4. Kimberly Ave. at Railroad Street (trail crossing)
5. Maes Ave. at Papermill Run (trail crossing)
6. Kimberly Ave. at Washington St

Special Event Permits: Bike to the Beat 2024, Fox Cities Marathon 2024, ROCKS Run 2024 and Stingerz Baseball Tournament 2024

Trustee Karner moved, Trustee Trentlage seconded the motion to approve the presented special events. Motion carried by unanimous vote of the board. The dates are:

Bike to the Beat, August 3rd from 7:00am to 3:00pm

Fox Cities Marathon, September 22nd

ROCKS Run, September 18th

Stingerz Tourney, August 9th to August 11th

Bills & Claims for March 2024

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

Receive Minutes of Boards and Commissions

Water Commission minutes from 03/12/2024, Fire Commission minutes from 12/18/2024, and Library Board minutes from 02/29/2024

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

Public Participation

President Kuen noted that there will not be a meeting on April 22, 2024 due to the installation of the generator at the Village Hall building, the next meeting will be held on April 29, 2024. Also, there were also no changes or outs for the current committees and commission, however, looking to put Trustee Gaffney on the Board of Health which will be brought forward at the April 29th meeting.

Adjournment

Trustee Hammen moved, Trustee Karner seconded the motion to adjourn. Motion carried by unanimous vote at 6:53pm.

Jennifer Weyenberg
Clerk-Treasurer

Dated 04/16/2024
Drafted by elz
Approved by Village Board _____



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Consider Purchase of Shades for Evergreen Room at Village Hall

REPORT PREPARED BY: Maggie Mahoney, Administrator

REPORT DATE: April 29, 2024

EXPLANATION: On February 12, 2024 Staff presented options to the Board to replace the damaged blinds in the Evergreen Room. Direction was given to replace the all of the motorized shades with manual/clutch operated shades.

Vendors gave quotes for both clutch/manual operated shades as well as pull-down shades for a black-out shade similar to what is currently in the room. Vendors all recommended the pull shades due to less liability; however, Staff has concerns that damage will continue to occur and recommend going with the clutch operated shades.

Here are the quotes for both options from local vendors—all include installation costs:

	<u>Clutch/Manual</u>	<u>Pull</u>
Gotcha Covered	\$4,028.15	\$4,998.52
Budget Blinds	\$6,574.50	\$7,601.50
The Blind Guy of Wisconsin	\$10,142.00	\$10,142.00

Staff recommend the lowest quote for purchase and installation of clutch/manual shades from Gotcha Covered.

FUNDING: The Village has received \$2,170.68 for property insurance to make repairs/replace the shades. Staff proposes allocation of Complex Trust Fund for the remaining \$1,857.47 balance.

RECOMMENDED ACTION: Approve the purchase of shades from Gotcha Covered for \$4,028.15, funded in part with Complex Trust Fund funds of \$1,857.47.

ATTACHMENTS:

1. Quotes

Client Proposal

This offer is valid through: 03/29/2024



Gotcha Covered

4876 W LAWRENCE ST
 APPLETON, WI 54914-9200
 Phone: (920) 287-0089
 Fax:
 Email: foxvalley@gotchacovered.com

Date	Quote
04/22/2024	5028879
PO Reference	
Cord Kimberly Lib	
Salesperson	
Gotcha Covered	

Sold To:
 Public Library

Item	Room Location	Description	Qty	MSRP	Each	Extended
1	Evergreen room	Roller Shades Clutch Operated	4	3,544.00	456.03	1,824.12
2	Evergreen smaller	Roller Shades Clutch Operated	1	495.00	254.78	254.78
3	Evergreen smaller	Roller Shades Clutch Operated	1	886.00	456.03	456.03
4	Evergreen smaller	Roller Shades Clutch Operated	3	2,658.00	456.03	1,368.09
5	Evergreen smaller	Roller Shades Clutch Operated	1	886.00	456.03	456.03

MSRP Total	Discount Total	Product Total	Price Adjustment -10.00%	SubTotal	Tax 0.0000%	Freight	Client Price
8,469.00	-4,109.95	4,359.05	-435.90	3,923.15	0.00	105.00	4,028.15

Accepted By: _____
Date: _____

QUOTATION

Name:
Address:
Tel:
Email: jonschloesser@gotchacovered.com

Customer Name: Kimberly Public Library
Quotation #: Kimberly Public Library
Quotation Date: 04/22/2024

Item#	Room	Norman Product	Color	Qty	Price
1	Rental Room	ROLLER SHADE	Steel	10	\$ 13,497.14

Total: \$ 13,497.14
Tax: \$ 0.00
Installation: \$ 100.00
Freight Handling Fee: \$ 97.00
Processing Fee: \$ 77.52
65% Discount: \$ 8,773.14
Grand Total: \$ 4,998.52

Notes:

Close

Print

Quote Document

Budget Blinds of Fox Valley

1830 N Locust Street
 Appleton, WI 54914
 Phone: (920) 734-0424
 Email: bmeixl@budgetblinds.com
 Web Site: <https://budgetblinds.com>



Quote #: 9270 04/05/2024

Designer: Brian Meixl

Account Name: Village of Kimberly Municipal Center / Maggie Mahoney

Bill to Address	
Village of Kimberly Municipal Center / Maggie Mahoney 515 W KIMBERLY AVE KIMBERLY, WI 54136-1335	Cell : *(920) 572-0306 Email : mmahoney@vokimberlywi.gov Sidemark : Village of Kimberly PO# :

Installation Address
Village of Kimberly Municipal Center / Maggie Mahoney 515 W KIMBERLY AVE KIMBERLY, WI 54136-1335

Window Name	Product	Sugg Resale	Discount	Unit Price	Qty	Total
CONF - W1	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: FIJI CREAM/ASH , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$960.00	35.00%	\$624.00	1	\$624.00
CONF - W2	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: FIJI CREAM/ASH , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$960.00	35.00%	\$624.00	1	\$624.00
CONF - W3	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: FIJI CREAM/ASH , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$960.00	35.00%	\$624.00	1	\$624.00
CONF - W4	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: FIJI CREAM/ASH , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$960.00	35.00%	\$624.00	1	\$624.00

Quote Document

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Account Name: Village of Kimberly Municipal Center / Maggie Mahoney

Budget Blinds of Fox Valley

1830 N Locust Street

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Phone: (920) 734-0424

Email: bmeixl@budgetblinds.com

Web Site: <https://budgetblinds.com>



Style and service for every budget.*

Window Name	Product	Sugg Resale	Discount	Unit Price	Qty	Total
CONF - W5	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: FIJI CREAM/ASH , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$590.00	35.00%	\$383.50	1	\$383.50
CONF - W6	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: FIJI CREAM/ASH , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$960.00	35.00%	\$624.00	1	\$624.00
CONF - W7	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: FIJI CREAM/ASH , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$960.00	35.00%	\$624.00	1	\$624.00
CONF - W8	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: FIJI CREAM/ASH , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$960.00	35.00%	\$624.00	1	\$624.00
CONF - W9	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: FIJI CREAM/ASH , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$960.00	35.00%	\$624.00	1	\$624.00

Quote Document

Quote #: 9270 04/05/2024

Designer: Brian Meixl

Account Name: Village of Kimberly Municipal Center / Maggie Mahoney

Budget Blinds of Fox Valley

1830 N Locust Street

Appleton, WI 54914

Phone: (920) 734-0424

Email: bmeixl@budgetblinds.com

Web Site: <https://budgetblinds.com>



Style and service for every budget.*

Window Name	Product	Sugg Resale	Discount	Unit Price	Qty	Total
CONF - W10	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS ; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: FIJI CREAM/ASH , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$960.00	35.00%	\$624.00	1	\$624.00

Additional Items	Memo	Sugg Resale	Discount	Unit Price	Qty	Total
Basic Commercial Install	Up to 3 blinds/shades or 1 vertical/2motorized blind	\$100.00	0.00%	\$100.00	1	\$100.00
Additional Commercial install	Install of additional shades and blinds past minimum	\$25.00	0.00%	\$25.00	7	\$175.00
Shipping Charge minimum	Shipping Charge minimum	\$45.00	0.00%	\$45.00	1	\$45.00
Shipping Charge per additional shade	Shipping Charge per additional shade	\$15.00	0.00%	\$15.00	9	\$135.00
Takedown/Dispose	Takedown/Dispose	\$12.00	0.00%	\$12.00	10	\$120.00

Taxes are estimated. All Taxes will be calculated and applied at the time the order is placed.

Disclosure: All Sales are Final.

Customer is responsible for choice of Product, Style, Color, and Controls.

If doing a color-match to an existing shade, Customer understands that dye lots may differ and may not be an exact match.

Customer understands that when ordering a black-out window covering, there will be visible light between the edge of the window covering and the window frame.

All Sheer and Solar shades are not considered private and can allow people to see thru.

Shipping estimates subject to Manufacturer availability. Partial installs are paid at time of Installation.

See exhibit-A for Notice of Cancellation and other additional provisions.

Product Subtotal:	\$5,999.50
Additional Charges:	\$575.00
Quote Subtotal:	<u>\$6,574.50</u>
Est Tax/Tax:	
Total:	<u>\$6,574.50</u>

Quote Expiration Date: 05/05/2024

The undersigned has read and agrees to Disclosure above and to Additional Terms and Conditions (exhibit A) below.

Quote
Document

Budget Blinds of Fox Valley

1830 N Locust Street

Appleton, WI 54914

Phone: (920) 734-0424

Email: bmeixl@budgetblinds.com

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Style and service for every budget.®

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Designer: Brian Meixl

Account Name: Village of Kimberly Municipal
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Notes

Quote Document

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Phone: (920) 734-0424

Email: bmeixl@budgetblinds.com

Web Site: <https://budgetblinds.com>



Terms & Conditions

ADDITIONAL TERMS AND CONDITIONS (exhibit A)

GENERAL:

You acknowledge you have the legal capacity to enter into this Agreement and that its terms and conditions are subject to review and approval by Rakestraw Enterprises, Inc. d/b/a Budget Blinds of The Fox Valley (hereinafter referred to as Budget Blinds or BBFV) who may cancel this Agreement refunding any down payment. Budget Blinds reserves the right to cancel the Agreement should Budget Blinds experience unforeseen circumstances that result in additional supply costs, including increase in materials, gasoline, transportation, or labor costs.

INSTALLATION:

You agree to pay to Budget Blinds the amount specified herein which will cover the price of said merchandise and the installation (if applicable). This Agreement, including the specification, may not be altered, or modified except by written agreement between the parties hereby and oral understanding and agreements shall not be binding unless set forth herein. In the event a condition arises that Budget Blinds was not aware of at the time it made a visual inspection of your Premises, Budget Blinds reserves the right to adjust its price in order to reasonably perform its work in accordance with the plans and specifications. Such adjustments shall be fully discussed with you and shall not include those conditions that should have been detected upon a reasonable visual inspection of your Premises. Such adjustment shall be billed on time and materials basis set forth in a written contract update signed by you and Budget Blinds authorized contractor. Work will be substantially completed within ninety (90) days hereafter unless a different estimated completion date is shown herein. You understand this is only an estimated date and you will be contacted prior to this date to schedule the actual installation date. If customer cannot provide access for installation or accommodate receipt of product after two (2) weeks from first attempt at contact for delivery, customer waives right to make any claims for shipping damages to their product.

ADDITIONAL PROVISIONS:

You warrant that you are the owner of the property on which the work is to be performed or that you are otherwise authorized on behalf of the owner(s) to enter into this Agreement and you have adequate insurance to cover and compensate for any loss caused by theft of the Products, accidents, or malicious or negligent damage while the Products are on the premises. You further warrant that you will assure the safety of all Product and Materials left at your premises to Budget Blinds and BBFV and their servants and workmen at all reasonable times so that BBFV may complete the installation in accordance with this Agreement. BBFV shall perform its work in a timely fashion subject to the delivery of the Product and Materials to the premises and reasonable access given to BBFV to your premises. In any event, Budget Blinds and BBFV will not be liable to you for any delay and you shall not claim against Budget Blinds and BBFV for any inconvenience resulting from such a delay. You agree to allow the free use of any services and utilities in a reasonable amount, supplied to the property for carrying out the installation. Neither Budget Blinds nor BBFV shall take title to any merchandise ordered and Customer shall be at the full risk of loss. However, until Budget Blinds has been paid in full for all services due for any unpaid amounts under any sales order or under this Agreement, it shall retain a first security interest in the merchandise in the amount of any unpaid balance plus attorneys fees and cost of collection. Neither Budget Blinds nor BBFV shall be required to relinquish possession of the merchandise ordered until its security interest has been paid in full. Customer hereby authorizes Budget Blinds and/or BBFV to record its security interest. You certify that the product information described on the face of this order is accurate and complete. You understand that the purchase price of the product is payable to Budget Blinds and is not refundable. You also understand the products described are specifically designed and custom built and that Budget Blinds will take action upon execution of this Agreement to order and have constructed those items set forth herein. The delivery date, when given, shall be deemed approximate and performance is subject to delays caused by strikes, fires, acts of God, or other reasons not under the control of Budget Blinds or BBFV, as well as availability of the product, or any component products at the time of delivery. Budget Blinds makes no warranty expressed or implied, regarding the products or the components and hereby disclaims all warranty or stated or implied fitness for particular purpose and Budget Blinds shall have no liability for direct, indirect, special, consequential, incidental, or punitive damages.

NOTICE OF CANCELLATION:

You may cancel this transaction, without penalty or obligation, within three (3) business days from the date of the purchase. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) days.

PAYMENT:

Blinds • Shutters • Shades • Drapes • Home Automation

Quote Document

Budget Blinds of Fox Valley

1830 N Locust Street

Appleton, WI 54914

Phone: (920) 734-0424

Email: bmeixl@budgetblinds.com

Web Site: <https://budgetblinds.com>



Style and service for every budget.

Quote #: 9270 04/05/2024

Designer: Brian Meixl

Account Name: Village of Kimberly Municipal Center / Maggie Mahoney

A. The parties agree and understand that final payment shall be due upon completion of the project and in the event Customer fails to pay upon completion, the parties agree and understand that interest will run at eighteen percent (18%) per annum on the outstanding balance and Customer shall also be responsible for any and all costs of collection, including, but not limited to, reasonable attorneys fees and filing fees for court actions.

B. Partial Installs, if performed, only the balance owed for each installed shade is due.

C. If Customer cannot provide access for installation or accommodate receipt of product, the full balance will become due after thirty (30) days from first attempt at contact for delivery.

WARRANTIES:

A. All Warranties included for the providing of products and services have been given to Customer and all the same are in writing.

B. All warranties in the Contract are for workmanship and are not warranties for materials provided.

C. Any warranty conditions or exclusions, any limitations on the scope or duration of the warranty, the time period within which Budget Blinds will perform Budget Blinds warranty obligations after the Customer makes the valid warranty claim shall be stated in this Contract.

Signatures

Signature

Date

Sales Rep

Date

Quote Expiration Date: 05/05/2024

Quote Document

Quote #: 9270 04/05/2024

Designer: Brian Meixl

Account Name: Village of Kimberly Municipal Center / Maggie Mahoney

Budget Blinds of Fox Valley

1830 N Locust Street

Appleton, WI 54914

Phone: (920) 734-0424

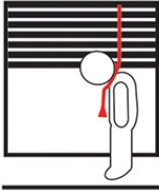
Email: bmeixl@budgetblinds.com

Web Site: <https://budgetblinds.com>



Style and service for every budget.®

! WARNING / ADVERTENCIA



Window blind cord can STRANGLE your child. To prevent strangulation, purchase cordless products or products with inaccessible cords.

La cuerda de la persiana puede ESTRANGULAR a su niño. Para evitar el estrangulamiento, compre alternativas cuerda o productos con cuerdas inaccesibles.

! WARNING

 The cords on this product present a potential strangulation hazard.

 For child safety, consider cordless alternatives or products with inaccessible cords.

! MISE EN GARDE

 Les cordons de ce produit présentent un risque d'étranglement.

 Pour la sécurité des enfants, envisagez à choisir des produits sans cordon ou des produits dont les cordons ne sont pas accessibles.

5.1.3 & 5.1.4

Quote Document

Quote #: 9269 04/05/2024

Designer: Brian Meixl

Account Name: Village of Kimberly Municipal Center / Maggie Mahoney

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Web Site: <https://budgetblinds.com>



Style and service for every budget.

Bill to Address	
Village of Kimberly Municipal Center / Maggie Mahoney 515 W KIMBERLY AVE KIMBERLY, WI 54136-1335	Cell : *(920) 572-0306 Email : mmahoney@vokimberlywi.gov Sidemark : Village of Kimberly PO# :

Installation Address
Village of Kimberly Municipal Center / Maggie Mahoney 515 W KIMBERLY AVE KIMBERLY, WI 54136-1335

Window Name	Product	Sugg Resale	Discount	Unit Price	Qty	Total
CONF - W1	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS ; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: LOLA BO (AA0344-A) LIGHT KHAKI , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$1,125.00	35.00%	\$731.25	1	\$731.25
CONF - W2	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS ; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: LOLA BO (AA0344-A) LIGHT KHAKI , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$1,125.00	35.00%	\$731.25	1	\$731.25
CONF - W3	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS ; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: LOLA BO (AA0344-A) LIGHT KHAKI , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$1,125.00	35.00%	\$731.25	1	\$731.25
CONF - W4	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS ; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: LOLA BO (AA0344-A) LIGHT KHAKI , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$1,125.00	35.00%	\$731.25	1	\$731.25
CONF - W5	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS ; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: LOLA BO (AA0344-A) LIGHT KHAKI , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$685.00	35.00%	\$445.25	1	\$445.25

Blinds • Shutters • Shades • Drapes • Home Automation

Quote Document

Quote #: 9269 04/05/2024

Designer: Brian Meixl

Account Name: Village of Kimberly Municipal Center / Maggie Mahoney

Budget Blinds of Fox Valley

1830 N Locust Street

Appleton, WI 54914

Phone: (920) 734-0424

Email: bmeixl@budgetblinds.com

Web Site: <https://budgetblinds.com>



Style and service for every budget.®

Window Name	Product	Sugg Resale	Discount	Unit Price	Qty	Total
CONF - W6	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: LOLA BO (AA0344-A) LIGHT KHAKI , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$1,125.00	35.00%	\$731.25	1	\$731.25
CONF - W7	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: LOLA BO (AA0344-A) LIGHT KHAKI , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$1,125.00	35.00%	\$731.25	1	\$731.25
CONF - W8	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: LOLA BO (AA0344-A) LIGHT KHAKI , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$1,125.00	35.00%	\$731.25	1	\$731.25
CONF - W9	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: LOLA BO (AA0344-A) LIGHT KHAKI , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$1,125.00	35.00%	\$731.25	1	\$731.25
CONF - W10	SOLAR & ROLLER SHADES NORMAN WINDOW FASHIONS; Product: SOLUNA ROLLER SHADE , Lead Time: STANDARD , Window Type: SINGLE , Mount: INSIDE , Installation: INSTALLED ON A WINDOW , Shade Type: SINGLE SHADE , Primary Fabric Color: LOLA BO (AA0344-A) LIGHT KHAKI , Valance Options: CURVED FASCIA WITH FABRIC , Fascia End Cap Color: DEFAULT , Valance Custom Width: NO , Top Treatment Joinery Option: NO , Fabric Roll: STANDARD ROLL , Control Type: PRECISIONLIFT CORDLESS , Bracket Type: TOP MOUNT BRACKET , General Hardware: DEFAULT , Hem Bar: FABRIC-WRAPPED HEM BAR , End Cap Color: DEFAULT , Hold Down Brackets: NO , Shim: 0 , Palladian Shelf: NO ,	\$1,125.00	35.00%	\$731.25	1	\$731.25

Quote Document

Budget Blinds of Fox Valley

1830 N Locust Street
 Appleton, WI 54914
 Phone: (920) 734-0424
 Email: bmeixl@budgetblinds.com
 Web Site: <https://budgetblinds.com>



Quote #: 9269 04/05/2024

Designer: Brian Meixl

Account Name: Village of Kimberly Municipal Center / Maggie Mahoney

Additional Items	Memo	Sugg Resale	Discount	Unit Price	Qty	Total
Basic Commercial Install	Up to 3 blinds/shades or 1 vertical/2motorized blind	\$100.00	0.00%	\$100.00	1	\$100.00
Additional Commercial install	Install of additional shades and blinds past minimum	\$25.00	0.00%	\$25.00	7	\$175.00
Shipping Charge minimum	Shipping Charge minimum	\$45.00	0.00%	\$45.00	1	\$45.00
Shipping Charge per additional shade	Shipping Charge per additional shade	\$15.00	0.00%	\$15.00	9	\$135.00
Takedown/Dispose	Takedown/Dispose	\$12.00	0.00%	\$12.00	10	\$120.00

Taxes are estimated. All Taxes will be calculated and applied at the time the order is placed.

Disclosure: All Sales are Final.

Customer is responsible for choice of Product, Style, Color, and Controls.

If doing a color-match to an existing shade, Customer understands that dye lots may differ and may not be an exact match.

Customer understands that when ordering a black-out window covering, there will be visible light between the edge of the window covering and the window frame.

All Sheer and Solar shades are not considered private and can allow people to see thru.

Shipping estimates subject to Manufacturer availability. Partial installs are paid at time of Installation.

See exhibit-A for Notice of Cancellation and other additional provisions.

Product Subtotal:	\$7,026.50
Additional Charges:	\$575.00
Quote Subtotal:	<u>\$7,601.50</u>
Est Tax/Tax:	
Total:	<u>\$7,601.50</u>
Quote Expiration Date:	05/05/2024

The undersigned has read and agrees to Disclosure above and to Additional Terms and Conditions (exhibit A) below.

Quote
Document

Budget Blinds of Fox Valley

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Style and service for every budget.®

Quote #: 9269 04/05/2024

Designer: Brian Meixl

Account Name: Village of Kimberly Municipal
Center / Maggie Mahoney

Notes

Quote Document

Quote #: 9269 04/05/2024

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Account Name: Village of Kimberly Municipal Center / Maggie Mahoney

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Appleton, WI 54914

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Web Site: <https://budgetblinds.com>



Terms & Conditions

ADDITIONAL TERMS AND CONDITIONS (exhibit A)

GENERAL:

You acknowledge you have the legal capacity to enter into this Agreement and that its terms and conditions are subject to review and approval by Rakestraw Enterprises, Inc. d/b/a Budget Blinds of The Fox Valley (hereinafter referred to as Budget Blinds or BBFV) who may cancel this Agreement refunding any down payment. Budget Blinds reserves the right to cancel the Agreement should Budget Blinds experience unforeseen circumstances that result in additional supply costs, including increase in materials, gasoline, transportation, or labor costs.

INSTALLATION:

You agree to pay to Budget Blinds the amount specified herein which will cover the price of said merchandise and the installation (if applicable). This Agreement, including the specification, may not be altered, or modified except by written agreement between the parties hereby and oral understanding and agreements shall not be binding unless set forth herein. In the event a condition arises that Budget Blinds was not aware of at the time it made a visual inspection of your Premises, Budget Blinds reserves the right to adjust its price in order to reasonably perform its work in accordance with the plans and specifications. Such adjustments shall be fully discussed with you and shall not include those conditions that should have been detected upon a reasonable visual inspection of your Premises. Such adjustment shall be billed on time and materials basis set forth in a written contract update signed by you and Budget Blinds authorized contractor. Work will be substantially completed within ninety (90) days hereafter unless a different estimated completion date is shown herein. You understand this is only an estimated date and you will be contacted prior to this date to schedule the actual installation date. If customer cannot provide access for installation or accommodate receipt of product after two (2) weeks from first attempt at contact for delivery, customer waives right to make any claims for shipping damages to their product.

ADDITIONAL PROVISIONS:

You warrant that you are the owner of the property on which the work is to be performed or that you are otherwise authorized on behalf of the owner(s) to enter into this Agreement and you have adequate insurance to cover and compensate for any loss caused by theft of the Products, accidents, or malicious or negligent damage while the Products are on the premises. You further warrant that you will assure the safety of all Product and Materials left at your premises to Budget Blinds and BBFV and their servants and workmen at all reasonable times so that BBFV may complete the installation in accordance with this Agreement. BBFV shall perform its work in a timely fashion subject to the delivery of the Product and Materials to the premises and reasonable access given to BBFV to your premises. In any event, Budget Blinds and BBFV will not be liable to you for any delay and you shall not claim against Budget Blinds and BBFV for any inconvenience resulting from such a delay. You agree to allow the free use of any services and utilities in a reasonable amount, supplied to the property for carrying out the installation. Neither Budget Blinds nor BBFV shall take title to any merchandise ordered and Customer shall be at the full risk of loss. However, until Budget Blinds has been paid in full for all services due for any unpaid amounts under any sales order or under this Agreement, it shall retain a first security interest in the merchandise in the amount of any unpaid balance plus attorneys fees and cost of collection. Neither Budget Blinds nor BBFV shall be required to relinquish possession of the merchandise ordered until its security interest has been paid in full. Customer hereby authorizes Budget Blinds and/or BBFV to record its security interest. You certify that the product information described on the face of this order is accurate and complete. You understand that the purchase price of the product is payable to Budget Blinds and is not refundable. You also understand the products described are specifically designed and custom built and that Budget Blinds will take action upon execution of this Agreement to order and have constructed those items set forth herein. The delivery date, when given, shall be deemed approximate and performance is subject to delays caused by strikes, fires, acts of God, or other reasons not under the control of Budget Blinds or BBFV, as well as availability of the product, or any component products at the time of delivery. Budget Blinds makes no warranty expressed or implied, regarding the products or the components and hereby disclaims all warranty or stated or implied fitness for particular purpose and Budget Blinds shall have no liability for direct, indirect, special, consequential, incidental, or punitive damages.

NOTICE OF CANCELLATION:

You may cancel this transaction, without penalty or obligation, within three (3) business days from the date of the purchase. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) days.

PAYMENT:

Blinds • Shutters • Shades • Drapes • Home Automation

Quote Document

Quote #: 9269 04/05/2024

Designer: Brian Meixl

Account Name: Village of Kimberly Municipal Center / Maggie Mahoney

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1830 N Locust Street

Appleton, WI 54914

Phone: (920) 734-0424

Email: bmeixl@budgetblinds.com

Web Site: <https://budgetblinds.com>



A. The parties agree and understand that final payment shall be due upon completion of the project and in the event Customer fails to pay upon completion, the parties agree and understand that interest will run at eighteen percent (18%) per annum on the outstanding balance and Customer shall also be responsible for any and all costs of collection, including, but not limited to, reasonable attorneys fees and filing fees for court actions.

B. Partial Installs, if performed, only the balance owed for each installed shade is due.

C. If Customer cannot provide access for installation or accommodate receipt of product, the full balance will become due after thirty (30) days from first attempt at contact for delivery.

WARRANTIES:

A. All Warranties included for the providing of products and services have been given to Customer and all the same are in writing.

B. All warranties in the Contract are for workmanship and are not warranties for materials provided.

C. Any warranty conditions or exclusions, any limitations on the scope or duration of the warranty, the time period within which Budget Blinds will perform Budget Blinds warranty obligations after the Customer makes the valid warranty claim shall be stated in this Contract.

Signatures

Signature

Date

Sales Rep

Date

Quote Expiration Date: 05/05/2024

Quote Document

Quote #: 9269 04/05/2024

Designer: Brian Meixl

Account Name: Village of Kimberly Municipal Center / Maggie Mahoney

Budget Blinds of Fox Valley

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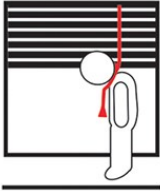
Email: bmeixl@budgetblinds.com

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Style and service for every budget.®

! WARNING / ADVERTENCIA



Window blind cord can STRANGLE your child. To prevent strangulation, purchase cordless products or products with inaccessible cords.

La cuerda de la persiana puede ESTRANGULAR a su niño. Para evitar el estrangulamiento, compre alternativas cuerda o productos con cuerdas inaccesibles.

! WARNING

 The cords on this product present a potential strangulation hazard.

 For child safety, consider cordless alternatives or products with inaccessible cords.

! MISE EN GARDE

 Les cordons de ce produit présentent un risque d'étranglement.

 Pour la sécurité des enfants, envisagez à choisir des produits sans cordon ou des produits dont les cordons ne sont pas accessibles.

5.1.3 & 5.1.4

SPECIAL INSTALL / ORDER INSTRUCTIONS:
 Google
 Checks Payable to Philip LeMay

CONSULTATION DATE: 3-22-2024
ORDER DATE: _____

CUSTOMER NAME: Mahoney, Maggie
ADDRESS: 515 W Kimberly Ave
 Kimberly WI STATE ZIP CODE
EMAIL: _____
PHONE #: 920-577-0306
OTHER NOTES:
 www.NormanUSA.com

1308
THE BLIND GUY OF WISCONSIN
 1835 E. EDGEWOOD DR. SUITE 10561
 APPLETON, WI 54913
 Email: theblindguyofwisconsin@gmail.com
 Website: theblindguyofwisconsin.com
920-277-8754

*Price quote good for 30 days

ROOM	IB/OB	WIDTH	HEIGHT	PRODUCT	STYLE	COLOR	#	CTRL OPT	CTRL SIDE	VAL OPT	LINER	PRICE	PRICE
1	OB			Roller	RD	Clarissa RD	F1533					1100	1100
2						Steel						1100	1100
3												1100	1100
4												1100	1100
5												1100	1100
6												1100	1100
7												1100	1100
8												1100	1100
9												1100	1100
10												9900	Free

ADDITIONAL CHARGES:	242
SUBTOTAL:	10,142
TAX:	
TOTAL:	10,142

ADDITIONAL INSTALL: \$	MINIMUM INSTALL: \$125.00		
PAYMENT INFO	DATE	AMOUNT	CHECK#
DEPOSIT:		7000	
BALANCE DUE:		3142	
NAME ON CARD:			

FREIGHT: \$ _____ **SHIPPING: \$** 117
 *Cash OR Check requires 75% down. Credit card requires 100% payment in full at time of sale.
 **Please make checks payable to: Philip LeMay. NOTE: There is a \$35 fee on all returned checks.
 CUSTOMER IS RESPONSIBLE FOR CHOICE OF PRODUCT, STYLE, COLOR, AND CONTROLS. TIME ESTIMATES ARE SUBJECT TO MANUFACTURER'S AVAILABILITY. ALL SALES ARE FINAL.
 The undersigned has read and agrees to the above.
CUSTOMER SIGNATURE _____ **DATE** _____
 INDEPENDENTLY OWNED AND OPERATED BY PHILIP LEMAY. THE BLIND GUY OF WISCONSIN, LLC

ADDITIONAL TERMS AND CONDITIONS

GENERAL: You acknowledge and agree to the terms and conditions provided and approved by The Blind Guy of Wisconsin. The Blind Guy of Wisconsin reserves the right to cancel the agreement should unforeseen circumstances result and refund any down payment.

INSTALLATION: You agree to pay The Blind Guy of Wisconsin the amount specified herein which will cover the price of said merchandise and the installation (if applicable). This agreement, including the specification, may not be altered or modified except by written agreement between the parties hereby and oral understanding and agreements shall not be binding unless set forth herein. In the event a condition arises that The Blind Guy of Wisconsin was not aware of at the time it made a visual inspection of your premises, The Blind Guy of Wisconsin reserves the right to adjust its price in order to reasonably perform its work in accordance with the plans and specifications. Such adjustments shall be fully discussed with you and shall not include those conditions that should have been deleted upon a reasonable visual inspection of your premises. Such adjustment shall be bill on time and materials basis set forth in a written contract update signed by you and The Blind Guy of Wisconsin authorized contractor. Work will substantially be completed within ninety (90) days hereafter unless a different estimated completion date is shown herein. You understand this is only an estimated date and you will be contacted prior to this date to schedule the actual installation date. If customer cannot provide access for installation or accommodate receipt of product after 2 weeks from first attempt at contact for delivery, customer waives the right to make any claims for shipping damages to their product.

ADDITIONAL PROVISIONS: You warrant that you are the owner of the property on which the work is to be performed or that you are otherwise authorized on behalf of the owner(s) to enter into this agreement and you have adequate insurance to cover and compensate for any loss caused by theft of the products, accidents, or malicious or negligent damage while the products are on the premises. You further warrant that you will assure the safety of all product and materials left at your premises to The Blind Guy of Wisconsin at reasonable times so that The Blind Guy of Wisconsin may complete the installation in accordance with this agreement. The Blind Guy of Wisconsin shall perform its work in a timely fashion subject to the delivery of the product and materials to the premises and reasonable access given to The Blind Guy of Wisconsin to your premises. In any event, The Blind Guy of Wisconsin will not be liable to you for any delay and you shall not claim against The Blind Guy of Wisconsin for any inconvenience resulting from such delay. You agree to allow the free use of any services and utilities in a reasonable amount, supplied to the property for carrying out the installation. The Blind Guy of Wisconsin shall take title to any merchandise ordered and customer shall be at the full risk of loss. However, until The Blind Guy of Wisconsin has been paid in full for all services due for any unpaid amounts under any sales order or under this agreement, it shall retain a first security interest in the merchandise in the amount of any unpaid balance plus attorney's fees and cost of collection. The Blind Guy of Wisconsin shall be required to relinquish possession of the merchandise ordered until its security interest has been paid in full. Customer hereby authorizes The Blind Guy of Wisconsin to record its security interest. You certify that the product information described on the face of this order is accurate and complete. You understand that the purchase price of the product is payable to The Blind Guy of Wisconsin and is not refundable. You also understand the products described are specifically designed and custom built and that The Blind Guy of Wisconsin will take action upon execution of this agreement to order and have constructed those items set forth herein. The delivery date, when given, shall be deemed approximate and performance is subject to delays caused by strikes, fires, acts of God, or other reasons not under the control of The Blind Guy of Wisconsin, as well as availability of the product, or any component products at the time of delivery. The Blind Guy of Wisconsin makes no warranty expressed or implied, regarding the products of the components and hereby disclaims all warranty or stated or implied fitness for particular purpose and The Blind Guy of Wisconsin shall have not liability for direct, indirect, special, consequential, incidental, or punitive damages.

NOTICE OF CANCELLATION: You may cancel this transaction, without penalty or obligation within three (3) business days from the date of purchase. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) days.

PAYMENT:

- A) The parties agree and understand that final payment shall be due upon completion of the project and in the event customer fails to pay upon completion, the parties agree and understand that interest will run at eighteen percent (18%) per annum on the outstanding

balance and customer shall also be responsible for any and all costs of collection, including, but not limited to, reasonable attorney's fees and filing fees for court actions.

- B) Partial installs – if performed, only the balance owed for each installed shade is due.
C) If customer cannot provide access for installation or accommodate receipt of product, the full balance will become due after thirty (30) days from first attempt at contact for delivery.

WARRANTIES:

- A) All warranties included for the providing of products and services have been given to customer and all the same are in writing.
B) All warranties in the contract are for workmanship and are not warranties for materials provided.
C) Any warranty conditions or exclusions, any limitations on the scope or duration of the warranty, the time period which The Blind Guy of Wisconsin will perform the warranty obligations after the customer makes the valid warranty claim shall be stated in this contract.



The cords on certain products present a potential strangulation hazard.



For child safety, consider cordless alternatives or products with inaccessible cords.



Los cordones en algunos productos representan un posible riesgo de estrangulación.



Para proteger la seguridad de los niños, considere alternativas sin cordón o productos sin cordones accesibles.



Les cordons de certains produits présentent un risque d'étranglement potentiel.



Pour la sécurité des enfants, envisager des alternatives sans cordons ou des produits avec des cordons inaccessibles.



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Consider Certified Survey Map for 550 S. Railroad St. (parcel 250095007)
REPORT PREPARED BY: Greg Ulman, Director of Public Works/Zoning Administrator
REPORT DATE: April 29, 2024
ADMINISTRATOR'S REVIEW / COMMENTS: No additional comments to this report ___MEM_____
See additional comments attached _____
EXPLANATION: The Plan Commission on April 16, 2024, recommended the approval for the CSM application for 550 S. Railroad St. Peggy and David Weber, owner, via Scott Anderson of Davel Engineering is seeking approval of the proposed CSM redistributing the existing lands into two parcels. Presently there are three existing buildings on the property and driveway that would be split into two parcels. The resulting CSM creates two parcels so the existing building on the north-east quadrant of the property and a portion of the driveway would be on Lot 2 while the other buildings and driveway area would be in Lot 1. The existing shared driveway would have a private agreement to share the driveway and the maintenance in a separate document. To fully approve the CSM the Kimberly Village Board needs to approve the application .
RECOMMENDED ACTION: Approve Certified Survey Map for 550 S. Railroad St. (parcel 250095007 as presented.
Attachments: Plan Commission CSM Packet



**Village of Kimberly
Request for
Planning Commission Recommendation**

ITEM DESCRIPTION: Certified Survey Map, 550 S. Railroad St. Parcel 250095007
REPORT PREPARED BY: Greg Ulman
REPORT DATE: April 16, 2024
EXPLANATION: <p>Peggy and David Weber, owner, via Scott Anderson of Davel Engineering is seeking approval of the proposed CSM redistributing the existing lands into two parcels. Presently there are three existing buildings on the property and driveway that would be split into two parcels. The resulting CSM creates two parcels so the existing building on the north-east quadrant of the property and a portion of the driveway would be on Lot 2 while the other buildings and driveway area would be in Lot 1.</p> <p>The existing shared driveway would have a private agreement to share the driveway and the maintenance in a separate document.</p>
RECOMMENDED ACTION: Staff recommends approval of the CSM



March 22, 2024

Village of Kimberly
515 W. Kimberly Ave
Kimberly, WI 54136

**Re: 550 S. Railroad St., Village of Kimberly –
Certified Survey Map**

Greetings:

Enclosed, please find the following materials for the Certified Survey Map submittal for the above referenced property:

1. Certified Survey Map (1 copies)
2. Review and Application fee (\$50)
3. CSM Application

Please process the enclosed submittal accordingly for review.

Upon your review, I would appreciate any feed back in regards to the satisfaction or further requirements in order to approve this CSM. I can be reached at (920) 560-6569 or scott@davel.pro.

Sincerely,

Scott Andersen
Professional Land Surveyor

Enclosures (a/s)

Cc: Peggy and David Weber



VILLAGE OF KIMBERLY
Plan Commission Application
Certified Survey Map
Plat

Submit to:
Street Department
426 W. Kimberly Ave.
Kimberly WI 54136
920-788-7507

Applicant Information

Petitioner: Scott Andersen (Davel Engineering) Date: 3/22/2024
Petitioner Address: 1164 Province Terrace City: Menasha State: WI Zip: 54952
Telephone #: (920) 560-6569 Fax: () email: scott@davel.pro
Status of Petitioner (please check one): Owner Representative Tenant Prospective Buyer



Petitioner's Signature (required): _____

Owner Information

Owner(s): Peggy and David Weber Date: _____
Owner(s) Address: 726 Apple Blossom Ct. City: Kimberly State: WI Zip: 54136
Telephone #: () Fax: () email: _____
Ownership Status (please check one): Individual Trust Partnership Corporation

Property Owner Consent (required):

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions and duties, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Village for incomplete submissions or other administrative reasons.

Property Owner's Signature:  03/26/24  Date: 03/26/24

CSM/Subdivision Information

Address/Location of Proposed Project: 550 S. Railroad St. Zoning: B-1
Proposed Project or Use: Business
Current or Last Use of Property: Business
Reason for Land Division: Split existing parcel to sell NE Building.
Proposed Number of Lots: 2 Proposed Lot Sizes: Min. 12651 Max. 40839 Average: _____
Acreage Contained in Parcel(s): 1.2280 Acres
Land Uses Surrounding this Address: North: Residential
South: Roller Rink - Business
East: Residential
West: Residential

Significant Natural Amenities (slope, vegetation, large tree stands, etc.): _____

Floodplains, navigable streams, wetlands, and other development restrictions: _____

Note:

- It is recommended that the applicant meet with Village Department staff prior to submittal to review the project and submitted materials.
- Application Fees must be submitted with the application.

SUBMITTAL REQUIREMENTS – Must accompany the application to be complete.

➤ Basic Materials

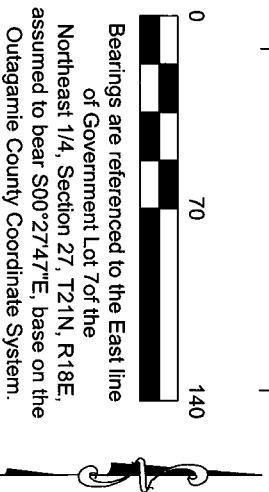
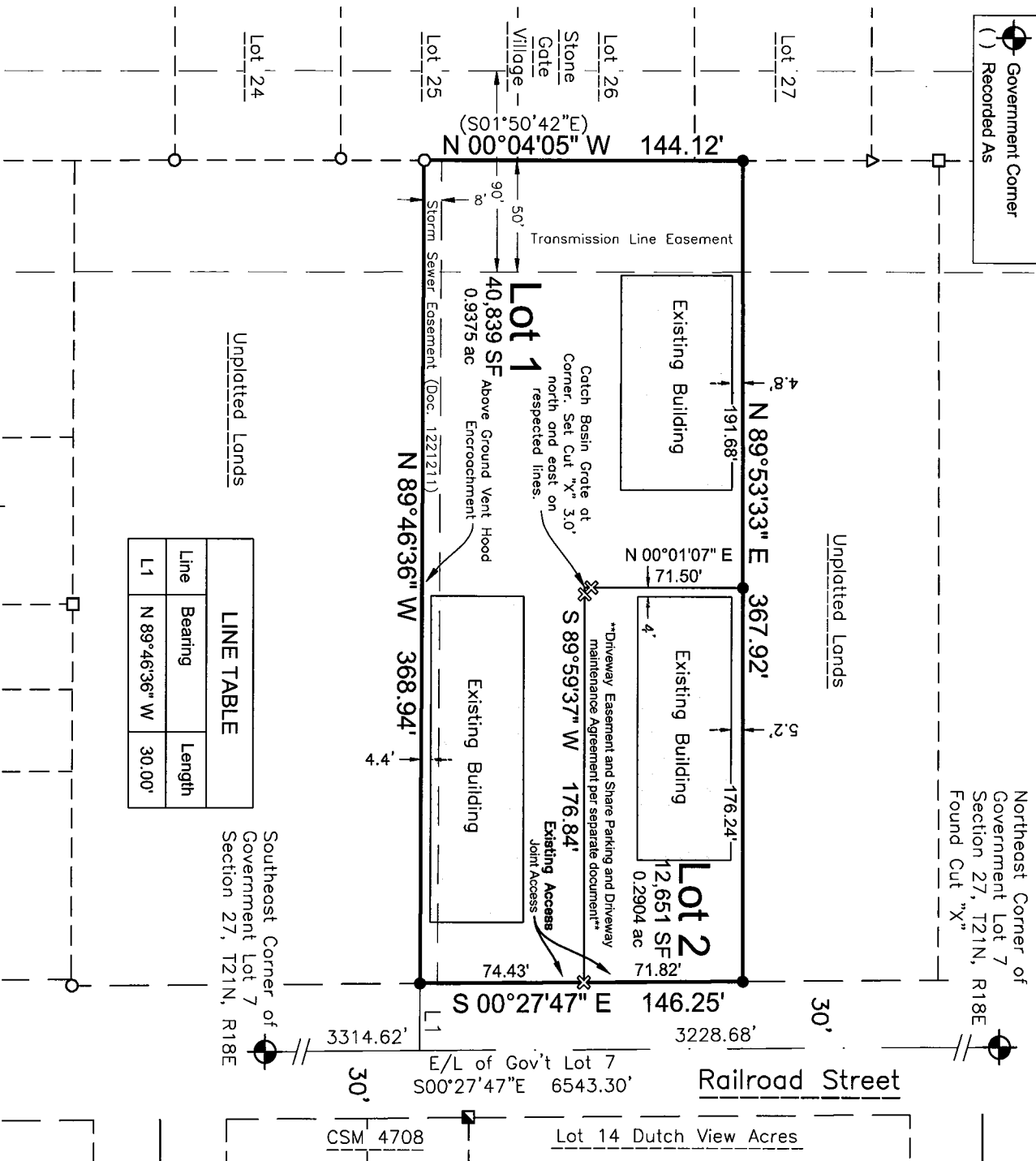
- Completed Application
- Legal Description of Site
- Two (2) full size paper prints of the preliminary or final plat prepared in accordance with Village Subdivision Regulations
- Twelve (12) copies of the subdivision plat reduced to 8 ½" x 11"
- One copy of the Certified Survey Map
- Digital (PDF) Copy of Preliminary Plat, Final Plat, or CSM

Staff Use Only:

Fees Collected: _____ Date Received: _____ Staff Initials: _____

Certified Survey Map No. _____
 Part of Government Lot 7
 of Section 27, Township 21 North, Range 18 East,
 Village of Kimberly, Outagamie County, Wisconsin.

LEGEND	
●	3/4" x 18" Steel Rebar @ 1.50lbs/LF SET
✕	Cut "X" Set
△	1/4" Rebar Found
○	3/4" Rebar Found
□	1" Iron Pipe Found
⊙	Government Corner
()	Recorded As



DAVEL ENGINEERING & ENVIRONMENTAL, INC.
 Civil Engineers and Land Surveyors
 1164 Province Terrace, Menasha, WI 54952
 Ph: 920-991-1866 Fax: 920-441-0804
 www.davel.pro

Scott R. Andersen
 Professional Land Surveyor
 No. S-3169

Date

Survey for:
 Peggy & David Weber
 726 Apple Blossom Ct.
 Kimberly, WI 54136

Certified Survey Map No. _____

Part of Government Lot 7
of Section 27, Township 21 North, Range 18 East,
Village of Kimberly, Outagamie County, Wisconsin.

Surveyor's Certificate

I, Scott R. Andersen, Professional Land Surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Village of Kimberly, and under the direction of David E. & Peggy R. Weber, the property owners of said land, I have surveyed divided and mapped this Certified Survey Map; that such map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is Part of Government Lot 7 of Section 27, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin, containing 53,490 Square Feet (1.2280 Acres) of land and is described as follows:

Commencing at the Northeast Corner of Government Lot 7, Section 27, Township 21 North, Range 18 East; thence S00°27'47"E along the east line of said Lot 7, 3228.68 feet; thence N89°46'36"W, 30.00 feet to the west right of way line of Railroad Street and to the Point Of Beginning of the parcel to be described; thence continuing N89°46'36"W, 368.94 feet to the east line of Lot 25 of Stone Gate Village; thence N00°04'05"W along said east line and the east line of Lot 26 and Lot 27 of Stone Gate Village, 144.12 feet; thence N89°53'33"E, 367.92 feet to the west right of way line of Railroad Street; thence S00°27'47"E along said west line, 146.25 feet to the Point of Beginning of the described parcel. Described parcel is subject to easements and restriction of record.

Scott R. Andersen, Wisconsin Professional Land Surveyor No. S-3169

Owners' Certificate

As the property owners, we hereby certify that we caused the land described on this certified survey map to be surveyed, divided, and mapped all as shown and represented on this map.

We do further certify this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Village of Kimberly

Dated this _____ day of _____, 20_____

David E. Weber, Owner

Peggy R. Weber, Owner

State of Wisconsin)
)SS

(County)

Personally came before me on the _____ day of _____, 20_____, the above the property owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Wisconsin My Commission Expires _____

Certified Survey Map No. _____

Part of Government Lot 7
of Section 27, Township 21 North, Range 18 East,
Village of Kimberly, Outagamie County, Wisconsin.

Village Board Resolution

Resolved, that this certified survey map in the Village of Kimberly, Outagamie County, David E. & Peggy R. Weber, the property owners, is hereby approved by the Village Board of the Village of Kimberly.

Village President _____ /Date _____

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of the Village of Kimberly.

Village Clerk _____ /Date _____

Treasurers' Certificate

We, being the duly elected, qualified and acting Treasurers' of the Village of Kimberly and Outagamie County, do hereby certify that in accordance with the records in our office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this certified survey map.

Village Treasurer _____ /Date _____

County Treasurer _____ /Date _____

This Certified Survey Map is contained wholly within the property described in the following recorded instruments:

the property owner of record:	Recording Information:	Parcel Number(s):
David E. & Peggy R. Weber	Doc. 1143357	2500995007

Scott R. Andersen Date
Professional Land Surveyor
No. S-3169



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Consider Certified Survey Map for 1037 Truman St. (parcel 250191500)

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

REPORT DATE: April 29, 2024

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report ____ **MEM** _____

See additional comments attached _____

EXPLANATION:

The Plan Commission on April 16, 2024, recommended the approval for the CSM application for 1037 Truman St.

Jonen Family Limited Partnership, owner, via Scott Anderson of Davel Engineering is seeking approval of the proposed CSM redistributing the existing lands into two parcels. Presently there is an office building on the west side of the property and a parking lot that would be split into the two parcels. The resulting CSM creates two parcels so the existing building and half the parking lot would be on Lot 1 while the other half of the parking lot and the open area would be in Lot 2.

The existing parking lot would have a private agreement to share the parking lot and the maintenance in a separate document.

To fully approve the CSM the Kimberly Village Board needs to approve the application.

RECOMMENDED ACTION: Approve Certified Survey Map for 1037 Truman St. (parcel 250191500) as presented.

Attachments: Plan Commission CSM Packet



**Village of Kimberly
Request for
Planning Commission Recommendation**

ITEM DESCRIPTION: Certified Survey Map, 1037 Truman St. Parcel 250191500
REPORT PREPARED BY: Greg Ulman
REPORT DATE: April 16, 2024
EXPLANATION: <p>Jonen Family Limited Partnership, owner, via Scott Anderson of Davel Engineering is seeking approval of the proposed CSM redistributing the existing lands into two parcels. Presently there is an office building on the west side of the property and a parking lot that would be split into the two parcels. The resulting CSM creates two parcels so the existing building and half the parking lot would be on Lot 1 while the other half of the parking lot and the open area would be in Lot 2.</p> <p>The existing parking lot would have a private agreement to share the parking lot and the maintenance in a separate document.</p>
RECOMMENDED ACTION: Staff recommends approval of the CSM



March 22, 2024

Village of Kimberly
515 W. Kimberly Ave
Kimberly, WI 54136

**Re: 1037 Truman Street, Village of Kimberly –
Certified Survey Map**

Greetings:

Enclosed, please find the following materials for the Certified Survey Map submittal for the above referenced property:

1. Certified Survey Map (1 copies)
2. Review and Application fee (\$50)
3. CSM Application

Please process the enclosed submittal accordingly for review.

Upon your review, I would appreciate any feed back in regards to the satisfaction or further requirements in order to approve this CSM. I can be reached at (920) 560-6569 or scott@davel.pro.

Sincerely,



Scott Andersen
Professional Land Surveyor

Enclosures (a/s)

Cc: Jonen Family Limited Partnership



VILLAGE OF KIMBERLY
Plan Commission Application
 Certified Survey Map
 Plat

Submit to:
 Street Department
 426 W. Kimberly Ave.
 Kimberly WI 54136
 920-788-7507

Applicant Information

Petitioner: Scott Andersen (Davel Engineering) Date: 3/22/2024
 Petitioner Address: 1164 Province Terrace City: Menasha State: WI Zip: 54952
 Telephone #: (920) 560-6569 Fax: () email: scott@davel.pro
 Status of Petitioner (please check one): ___ Owner Representative ___ Tenant ___ Prospective Buyer

Petitioner's Signature (required): _____

Owner Information

Owner(s): Jonen Family Limited Partnership Date: _____
 Owner(s) Address: PO Box 64 City: Kewaunee State: WI Zip: 54216
 Telephone #: () Fax: () email: _____
 Ownership Status (please check one): ___ Individual ___ Trust Partnership ___ Corporation

Property Owner Consent (required):

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions and duties, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Village for incomplete submissions or other administrative reasons.

Property Owner's Signature: *Ann Marie Jonen* Date: 3/26/2024

CSM/Subdivision Information

Address/Location of Proposed Project: 1037 Truman St. Zoning: I-1
 Proposed Project or Use: Office Building
 Current or Last Use of Property: Office Building
 Reason for Land Division: Split existing parcel in two for future Building on east lot
 Proposed Number of Lots: 2 Proposed Lot Sizes: Min. 30336 Max. 30777 Average: _____
 Acreage Contained in Parcel(s): 1.4030 Acres
 Land Uses Surrounding this Address: North: Office Building
 South: Retail
 East: Office Building
 West: Office Building

Significant Natural Amenities (slope, vegetation, large tree stands, etc.): _____

Floodplains, navigable streams, wetlands, and other development restrictions: _____

Note:

- It is recommended that the applicant meet with Village Department staff prior to submittal to review the project and submitted materials.
- Application Fees must be submitted with the application.

SUBMITTAL REQUIREMENTS – Must accompany the application to be complete.

➤ **Basic Materials**

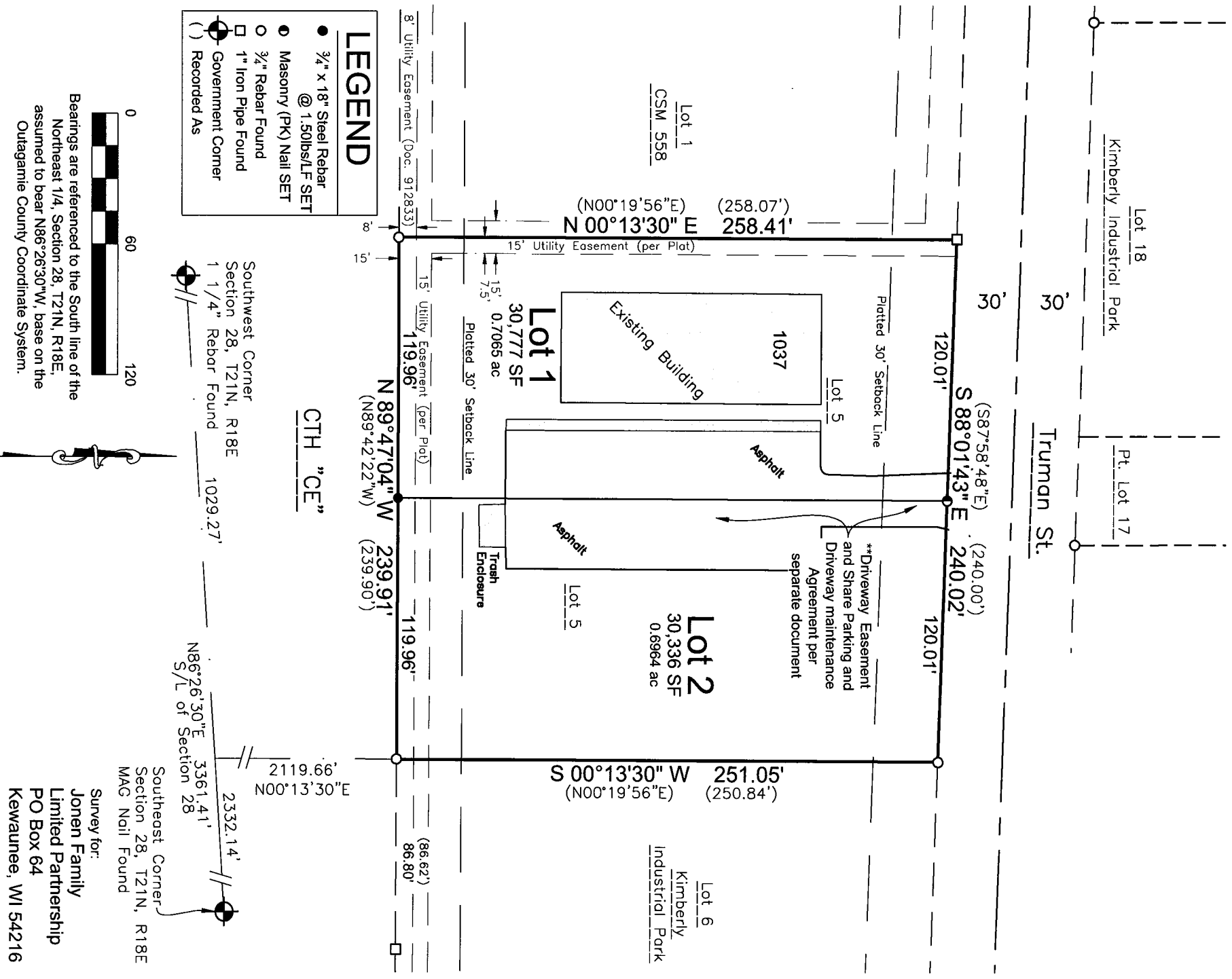
- Completed Application
- Legal Description of Site
- Two (2) full size paper prints of the preliminary or final plat prepared in accordance with Village Subdivision Regulations
- Twelve (12) copies of the subdivision plat reduced to 8 1/2" x 11"
- One copy of the Certified Survey Map
- Digital (PDF) Copy of Preliminary Plat, Final Plat, or CSM

Staff Use Only:

Fees Collected: _____ Date Received: _____ Staff Initials: _____
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Certified Survey Map No. _____

Lot 5, Kimberly Industrial Park Plat, Located in Government Lot 6 and 7 of Section 28, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin.



LEGEND	
●	3/4" x 18" Steel Rebar @ 1,50lbs/LF SET
●	Masonry (PK) Nail SET
○	3/4" Rebar Found
□	1" Iron Pipe Found
⊙	Government Corner
()	Recorded As



Bearings are referenced to the South line of the Northeast 1/4, Section 28, T21N, R18E, assumed to bear N86°26'30"W, base on the Outagamie County Coordinate System.



DAVEL ENGINEERING & ENVIRONMENTAL, INC.
 Civil Engineers and Land Surveyors

1164 Province Terrace, Menasha, WI 54952
 Ph: 920-991-1866 Fax: 920-441-0804
 www.davel.pro

Scott R. Andersen
 Professional Land Surveyor
 Date
 File: 8185CSM.dwg
 Date: 03/22/2024
 Drafted By: scott
 Sheet: 1 of 3

Certified Survey Map No. _____

Lot 5, Kimberly Industrial Park Plat, Located in Government Lot 6 and 7
of Section 28, Township 21 North, Range 18 East,
Village of Kimberly, Outagamie County, Wisconsin.

Surveyor's Certificate

I, Scott R. Andersen, Professional Land Surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Village of Kimberly, and under the direction of Jonen Family Limited Partnership, the property owners of said land, I have surveyed divided and mapped this Certified Survey Map; that such map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is Lot 5, Kimberly Industrial Park Plat, Located in Government Lot 6 and 7 of Section 28, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin containing 61,113 Square Feet (1.4030 Acres) of Land. Described Parcel is subject to all easements, and restrictions of record.

Scott R. Andersen, Wisconsin Professional Land Surveyor No. S-3169

Owners' Certificate

As the property owners, we hereby certify that we caused the land described on this certified survey map to be surveyed, divided, and mapped all as shown and represented on this map.

We do further certify this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Village of Kimberly

Dated this _____ day of _____, 20____

Owner _____ Print Name _____

Owner _____ Print Name _____

State of Wisconsin)
)SS
_____ County)

Personally came before me on the _____ day of _____, 20____, the above the property owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Wisconsin _____ My Commission Expires _____

Certified Survey Map No. _____

Lot 5, Kimberly Industrial Park Plat, Located in Government Lot 6 and 7
of Section 28, Township 21 North, Range 18 East,
Village of Kimberly, Outagamie County, Wisconsin.

Village Board Resolution

Resolved, that this certified survey map in the Village of Kimberly, Outagamie County, Jonen Family Limited Partnership, the property owners, is hereby approved by the Village Board of the Village of Kimberly.

Village President _____ / Date _____

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of the Village of Kimberly.

Village Clerk _____ / Date _____

Treasurers' Certificate

We, being the duly elected, qualified and acting Treasurers' of the Village of Kimberly and Outagamie County, do hereby certify that in accordance with the records in our office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this certified survey map.

Village Treasurer _____ / Date _____

County Treasurer _____ / Date _____

This Certified Survey Map is contained wholly within the property described in the following recorded instruments:

the property owner of record:	Recording Information:	Parcel Number(s):
Jonen Family Limited Partnership	Doc. 1695180	250191500

Scott R. Andersen _____ / Date _____
Professional Land Surveyor
No. S-3169



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

<p>ITEM DESCRIPTION: Change Order #1 to Jossart Brothers Inc., for an increase of \$147,400.00 for Welhouse Drive and Curtin Avenue Sanitary, Water and Storm Sewer Reconstruction</p>
<p>REPORT PREPARED BY: Maggie Mahoney, Administrator</p>
<p>REPORT DATE: April 29, 2024</p>
<p>EXPLANATION: Contract increase to add Alternate Bid B for Sidney Street Mini-Storm Sewer to the project.</p> <p>Engineer Werner will discuss and address questions from the Board.</p>
<p>FUNDING: This project is in the approved 2024 budget as Mini Storm Sewer – North Sidney (Kimb Ave – North) (SU-24-01) in the Storm Water Utility Fund for \$300,000.</p>
<p>RECOMMENDED ACTION: Staff recommends approval of Change Order #1 to Jossart Brothers Inc., for an increase of \$147,400.00 for Welhouse Drive and Curtin Avenue Sanitary, Water and Storm Sewer Reconstruction.</p> <p>Attachments:</p> <ol style="list-style-type: none">1. Change Order #12. Bid tab



April 23, 2024

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

Re: Village of Kimberly
Welhouse Drive & Curtin Avenue
Sanitary, Water & Storm Sewer Reconstruction
Change Order #1
McM. No. K0001-09-23-00727.02

Dear Maggie:

Enclosed herewith is Change Order #1 for the above referenced project. This change is an increase in the Contract in the amount of \$147,400.00. The current Contract Price is \$1,159,969.00.

Please review and sign in the space provided. **Return all copies to our office**, and we will distribute accordingly.

Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

Brad Werner /car

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

BDW:car

Enclosure: Change Order #1

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE P.O. BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CHANGE ORDER

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

Contract No. K0001-09-23-00727.02
Project File No. K0001-09-23-00727.02
Change Order No. One (1)
Issue Date: April 18, 2024
Project: Welhouse Drive & Curtin Avenue
Sanitary, Water & Storm Sewer Recon.

You Are Directed To Make The Changes Noted Below In The Subject Contract:

	(Item Description)	(Price)
1.1	ADD Alternate Bid B Sidney Street Mini-Storm Sewer	+ \$147,400.00
	B-1 Mobilization 1 Lump Sum @ \$1,500.00/L.S.	\$1,500
	B-2 Terrace Tree Removal Including Stump 18 Ea. @ \$400.00/Ea.	\$7,200
	B-3 6 Inch Schedule 40 PVC Mini-Storm 2,900 L.F. @ \$27.00/L.F.	\$78,300
	B-4 4 Inch Schedule 40 PVC Storm Lateral 44 Ea. @ \$850.00/Ea.	\$37,400
	B-5 6 Inch Mini-Storm Cleanout 5 Ea. @ \$500.00/Ea.	\$2,500
	B-6 Turf Restoration 1 Lump Sum @ \$13,000.00/L.S.	\$13,000
	B-7 Concrete Apron Restoration 1 Lump Sum @ \$7,500.00/L.S.	\$7,500
	TOTAL	+ \$147,400.00


The Changes Result In The Following Adjustments:


	CONTRACT PRICE	TIME
Prior To This Change Order	\$1,012,569.00	- days
Adjustments Per This Change Order	+ \$147,400.00	0 days
Current Contract Status	\$1,159,969.00	- days

Recommended:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

Accepted:
JOSSART BROTHERS, INC.
Wisconsin

Authorized:
VILLAGE OF KIMBERLY
Wisconsin

By: 
Date: 4-18-24

By: 
Date: 4-19-2024

By: _____
Date: _____

- OWNER Copy
- CONTRACTOR Copy
- ENGINEER Copy (Contract Copy)
- FILE COPY

Four (4) Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE P.O. BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CHANGE ORDER

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

Contract No. K0001-09-23-00727.02
Project File No. K0001-09-23-00727.02
Change Order No. One (1)
Issue Date: April 18, 2024
Project: Welhouse Drive & Curtin Avenue
Sanitary, Water & Storm Sewer Recon.

You Are Directed To Make The Changes Noted Below In The Subject Contract:

	(Item Description)	(Price)
1.1	ADD Alternate Bid B Sidney Street Mini-Storm Sewer	+ \$147,400.00
	B-1 Mobilization 1 Lump Sum @ \$1,500.00/L.S.	\$1,500
	B-2 Terrace Tree Removal Including Stump 18 Ea. @ \$400.00/Ea.	\$7,200
	B-3 6 Inch Schedule 40 PVC Mini-Storm 2,900 L.F. @ \$27.00/L.F.	\$78,300
	B-4 4 Inch Schedule 40 PVC Storm Lateral 44 Ea. @ \$850.00/Ea.	\$37,400
	B-5 6 Inch Mini-Storm Cleanout 5 Ea. @ \$500.00/Ea.	\$2,500
	B-6 Turf Restoration 1 Lump Sum @ \$13,000.00/L.S.	\$13,000
	B-7 Concrete Apron Restoration 1 Lump Sum @ \$7,500.00/L.S.	\$7,500
	TOTAL	+ \$147,400.00


The Changes Result In The Following Adjustments:


	CONTRACT PRICE	TIME
Prior To This Change Order	\$1,012,569.00	- days
Adjustments Per This Change Order	+ \$147,400.00	0 days
Current Contract Status	\$1,159,969.00	- days

Recommended:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

Accepted:
JOSSART BROTHERS, INC.
Wisconsin

Authorized:
VILLAGE OF KIMBERLY
Wisconsin

By: 
Date: 4-18-24

By: 
Date: 4-19-2024

By: _____
Date: _____

- OWNER Copy
- CONTRACTOR Copy
- ENGINEER Copy (Contract Copy)
- FILE COPY

Four (4) Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE P.O. BOX 1025
NEENAH, WI 54956 NEENAH, WI 54957-1025

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CHANGE ORDER

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

Contract No. K0001-09-23-00727.02
Project File No. K0001-09-23-00727.02
Change Order No. One (1)
Issue Date: April 18, 2024
Project: Welhouse Drive & Curtin Avenue
Sanitary, Water & Storm Sewer Recon.

You Are Directed To Make The Changes Noted Below In The Subject Contract:

	(Item Description)	(Price)
1.1	ADD Alternate Bid B Sidney Street Mini-Storm Sewer	+ \$147,400.00
	B-1 Mobilization 1 Lump Sum @ \$1,500.00/L.S.	\$1,500
	B-2 Terrace Tree Removal Including Stump 18 Ea. @ \$400.00/Ea.	\$7,200
	B-3 6 Inch Schedule 40 PVC Mini-Storm 2,900 L.F. @ \$27.00/L.F.	\$78,300
	B-4 4 Inch Schedule 40 PVC Storm Lateral 44 Ea. @ \$850.00/Ea.	\$37,400
	B-5 6 Inch Mini-Storm Cleanout 5 Ea. @ \$500.00/Ea.	\$2,500
	B-6 Turf Restoration 1 Lump Sum @ \$13,000.00/L.S.	\$13,000
	B-7 Concrete Apron Restoration 1 Lump Sum @ \$7,500.00/L.S.	\$7,500
	TOTAL	+ \$147,400.00


The Changes Result In The Following Adjustments:

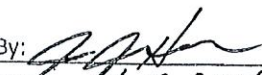
	CONTRACT PRICE	TIME
Prior To This Change Order	\$1,012,569.00	- days
Adjustments Per This Change Order	+ \$147,400.00	0 days
Current Contract Status	\$1,159,969.00	- days

Recommended:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

Accepted:
JOSSART BROTHERS, INC.
Wisconsin

Authorized:
VILLAGE OF KIMBERLY
Wisconsin

By: 
Date: 4-18-24

By: 
Date: 4-19-2024

By: _____
Date: _____

- OWNER Copy
- CONTRACTOR Copy
- ENGINEER Copy (Contract Copy)
- FILE COPY

Four (4) Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

1445 McMAHON DRIVE P.O. BOX 1025
 NEENAH, WI 54956 NEENAH, WI 54957-1025
 TELEPHONE: 920.751.4200
 FAX: 920.751.4284

CHANGE ORDER

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

Contract No. K0001-09-23-00727.02
 Project File No. K0001-09-23-00727.02
 Change Order No. One (1)
 Issue Date: April 18, 2024
 Project: Welhouse Drive & Curtin Avenue
 Sanitary, Water & Storm Sewer Recon.

You Are Directed To Make The Changes Noted Below In The Subject Contract:

	(Item Description)	(Price)
1.1	ADD Alternate Bid B Sidney Street Mini-Storm Sewer	+ \$147,400.00
	B-1 Mobilization 1 Lump Sum @ \$1,500.00/L.S.	\$1,500
	B-2 Terrace Tree Removal Including Stump 18 Ea. @ \$400.00/Ea.	\$7,200
	B-3 6 Inch Schedule 40 PVC Mini-Storm 2,900 L.F. @ \$27.00/L.F.	\$78,300
	B-4 4 Inch Schedule 40 PVC Storm Lateral 44 Ea. @ \$850.00/Ea.	\$37,400
	B-5 6 Inch Mini-Storm Cleanout 5 Ea. @ \$500.00/Ea.	\$2,500
	B-6 Turf Restoration 1 Lump Sum @ \$13,000.00/L.S.	\$13,000
	B-7 Concrete Apron Restoration 1 Lump Sum @ \$7,500.00/L.S.	\$7,500
	TOTAL	+ \$147,400.00


The Changes Result In The Following Adjustments:


	CONTRACT PRICE	TIME
Prior To This Change Order	\$1,012,569.00	- days
Adjustments Per This Change Order	+ \$147,400.00	0 days
Current Contract Status	\$1,159,969.00	- days

Recommended:
McMAHON ASSOCIATES, INC.
 Neenah, Wisconsin

Accepted:
JOSSART BROTHERS, INC.
 Wisconsin

Authorized:
VILLAGE OF KIMBERLY
 Wisconsin

By: 
 Date: 4-18-24

By: 
 Date: 4-19-2024

By: _____
 Date: _____

- OWNER Copy
- CONTRACTOR Copy
- ENGINEER Copy (Contract Copy)
- FILE COPY

Four (4) Copies Should Accompany This Change Order
 Execute And Return To **ENGINEER** For Distribution

BID TABULATION

OWNER: VILLAGE OF KIMBERLY
Project Name: Welhouse Drive & Curtin Avenue Sanitary, Water & Storm Sewer Reconstruction
 Contract No. K0001-09-23-00727.02
Bid Date/Time: March 12, 2024 @ 10:00 a.m.
Project Manager: Brad Werner, PE

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

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

DONALD HIETPAS & SONS, INC.
 1450 E. North Avenue
 PO Box 166
 Little Chute, WI 54150

TRIPLE P. INC. dba
 PETERS CONCRETE CO.
 1516 Atkinson Drive
 Green Bay, WI 54303

PTS CONTRACTORS, INC.
 4075 Eaton Road
 Green Bay, WI 54311

DE GROOT, INC.
 4201 Champion Road
 Green Bay, WI 54311

MISCELLANEOUS

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
47.	1	L.S.	Erosion Control - Inlet Protection and Maintenance	\$1,500.00	\$1,500.00	\$2,020.00	\$2,020.00	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$3,030.00	\$3,030.00
48.	1	L.S.	Concrete Pavement Removal	\$15,000.00	\$15,000.00	\$48,000.00	\$48,000.00	\$5,000.00	\$5,000.00	\$15,900.00	\$15,900.00	\$7,575.00	\$7,575.00
49.	1	L.S.	Rough Grading	\$7,500.00	\$7,500.00	\$1,000.00	\$1,000.00	\$6,400.00	\$6,400.00	\$1,500.00	\$1,500.00	\$3,535.00	\$3,535.00
50.	1	L.S.	Tree Removal (70 Trees)	\$28,000.00	\$28,000.00	\$27,580.00	\$27,580.00	\$27,300.00	\$27,300.00	\$28,400.00	\$28,400.00	\$28,400.19	\$28,400.19
51.	47	Ea.	Remove Mailbox	\$50.00	\$2,350.00	\$75.00	\$3,525.00	\$90.00	\$4,230.00	\$60.00	\$2,820.00	\$151.50	\$7,120.50
52.	47	Ea.	Temporary Mailbox	\$100.00	\$4,700.00	\$50.00	\$2,350.00	\$90.00	\$4,230.00	\$25.00	\$1,175.00	\$2,525.00	\$118,675.00
SUB-TOTAL (Items 47. through 52., Inclusive)				\$59,050.00		\$84,475.00		\$48,660.00		\$51,395.00		\$168,335.69	
TOTAL (Items 1. through 52., Inclusive)				\$944,889.00		\$1,055,286.41		\$1,123,369.65		\$1,178,395.00		\$1,205,634.18	

ALTERNATE BID A | KENNEDY AVENUE DRAIN TILE

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A-1	2,570	L.F.	6 Inch Drain Tile with Sock with Turf Restoration	\$24.00	\$61,680.00	\$25.65	\$65,920.50	\$28.75	\$73,887.50	\$42.00	\$107,940.00	\$38.13	\$97,994.10
A-2	11	Ea.	Connect to Inlet per Detail	\$500.00	\$5,500.00	\$500.00	\$5,500.00	\$1,065.00	\$11,715.00	\$750.00	\$8,250.00	\$812.60	\$8,938.60
A-3	2	Ea.	Inserta Tee Connection	\$250.00	\$500.00	\$300.00	\$600.00	\$450.00	\$900.00	\$1,610.00	\$3,220.00	\$1,028.18	\$2,056.36
TOTAL ALTERNATE BID A (Items A-1 through A-3, Inclusive)				\$67,680.00		\$72,020.50		\$86,502.50		\$119,410.00		\$108,989.06	

ALTERNATE BID B | SIDNEY STREET MINI-STORM SEWER

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
B-1	1	L.S.	Mobilization	\$1,500.00	\$1,500.00	\$3,520.00	\$3,520.00	\$4,000.00	\$4,000.00	\$5,815.00	\$5,815.00	\$2,020.00	\$2,020.00
B-2	18	Ea.	Terrace Tree Removal Including Stump	\$400.00	\$7,200.00	\$550.00	\$9,900.00	\$390.00	\$7,020.00	\$470.00	\$8,460.00	\$404.00	\$7,272.00
B-3	2,900	L.F.	6 Inch Schedule 40 PVC Mini-Storm	\$27.00	\$78,300.00	\$33.70	\$97,730.00	\$49.50	\$143,550.00	\$34.00	\$98,600.00	\$44.38	\$128,702.00
B-4	44	Ea.	4 Inch Schedule 40 PVC Storm Lateral	\$850.00	\$37,400.00	\$775.00	\$34,100.00	\$1,750.00	\$77,000.00	\$1,290.00	\$56,760.00	\$1,262.17	\$55,535.48
B-5	5	Ea.	6 Inch Mini-Storm Cleanout	\$500.00	\$2,500.00	\$555.00	\$2,775.00	\$750.00	\$3,750.00	\$765.00	\$3,825.00	\$787.80	\$3,939.00
B-6	1	L.S.	Turf Restoration	\$13,000.00	\$13,000.00	\$13,635.00	\$13,635.00	\$7,575.00	\$7,575.00	\$14,320.00	\$14,320.00	\$18,685.00	\$18,685.00
B-7	1	L.S.	Concrete Apron Restoration	\$7,500.00	\$7,500.00	\$11,250.00	\$11,250.00	\$100.00	\$100.00	\$2,650.00	\$2,650.00	\$21,210.00	\$21,210.00
TOTAL ALTERNATE BID B (Items B-1 through B-7, Inclusive)				\$147,400.00		\$172,910.00		\$242,995.00		\$190,430.00		\$237,363.48	

Bid Security	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond	5% Bid Bond
Addendum Acknowledgement	Yes - #1 and #2	Yes - #1 and #2	Yes - #1 and #2	Yes - #1 and #2	Yes - #1 and #2

	Subcontractor	Subcontractor	Subcontractor	Subcontractor	Subcontractor
<i>Pipe Bursting</i>	Scott Lamers Construction	Scott Lamers Construction	Scott Lamers Construction	Scott Lamers Construction	Scott Lamers Construction
<i>Testing</i>	Speedy Clean	Speedy Clean			Speedy Clean
<i>Traffic Control</i>		Corey Gordon Work Zone	Gordon Work Zone	Gordon Work Zone	
<i>Tree Removal</i>		On Site Logging	On Site Logging		On Site Logging



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Certificate of Payment #2 (Final) to Speedy Clean Drain & Sewer, in the amount of \$2,448.58 for the 2023 Sanitary Sewer & Storm Sewer Cleaning & Televising: Area 3

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

REPORT DATE: April 29, 2024

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report _____ **MEM** _____

See additional comments attached _____

EXPLANATION: Certificate for payment #2 issued for \$2,448.58 for work performed through April 15th, 2024, for the project.

See attached certificate for Payment #2

Engineer Werner will discuss and address questions from the Board.

FUNDING:

This is an annual program with funding approved in the CIP as:

\$30,000 in Storm Water Utility Fund, Storm Sewer Annual Cleaning and Televising (SU-AN-02)

\$37,000 in Sanitary Sewer Utility Fund, Sanitary Sewer Cleaning & Televising - Annual (SW-AN-01)

RECOMMENDED ACTION: Staff recommends approval of Certificate of Payment #2 to Speedy Clean Drain & Sewer, in the amount of \$2,448.58 for the 2023 Sanitary Sewer & Storm Sewer Cleaning & Televising: Area 3

Attachments:

1. 2023 Sanitary Sewer & Storm Sewer Cleaning & Televising: Area 3, Request #2



April 19, 2024

Village of Kimberly
Attn: Attn: Greg Ulman, DPW
515 W. Kimberly Avenue
Kimberly, WI 54136

Re: Village of Kimberly
2023 Sanitary Sewer & Storm Sewer Cleaning & Televising: Area 3
Certificate for Payment #2 - Final
McM. No. K0001-09-23-00585

Dear Greg:

Enclosed herewith is Certificate for Payment #2 for the above referenced project. This Certificate is issued to Speedy Clean Drain & Sewer in the amount of \$2,448.58 for final payment for work performed through April 15, 2024.

Please process the enclosed, and forward payment to Speedy Clean Drain & Sewer. Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in black ink, appearing to read "B. Werner".

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

BDW:car

cc: Speedy Clean Drain & Sewer

Enclosure: Certificate for Payment #2 - Final

McMAHON

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

ENGINEERS ARCHITECTS

TELEPHONE: 920.751.4200
FAX: 920.751.4284

McMAHON ASSOCIATES, INC.

CERTIFICATE FOR PAYMENT

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

Contract No. K0001-09-23-00585
Project File No. K0001-09-23-00585
Certificate No. Two (2) – Final
Issue Date: April 19, 2024
Project: 2023 Sanitary Sewer & Storm Sewer
Cleaning & Televising: Area 3

This is To Certify That, In Accordance With The Contract Documents Dated: October 10, 2023

SPEEDY CLEAN DRAIN & SEWER
1380 Earl Street
Menasha, WI 54952

Is Entitled To Final Payment For Work Performed Through: April 15, 2024

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

Original Contract	<u>\$48,171.90</u>	Completed To Date	<u>\$48,971.64</u>
Net Change Orders	<u>\$0.00</u>	Retainage	<u>0.00</u>
Current Contract Amount	<u>\$48,171.90</u>	Subtotal	<u>\$48,971.64</u>
		Previously Certified	<u>\$46,523.06</u>

Amount Due This Payment: \$2,448.58

Please process and forward payment to SPEEDY CLEAN DRAIN & SEWER.

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin



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



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

APPLICATION FOR PAYMENT

(Owner)
 Village of Kimberly
 515 W Kimberly Ave.
 Kimberly WI 54136

PROJECT: 2023 Annual Clean & TV Area 3
 CONTRACTOR: Speedy Clean Inc.
 Contract No.: K0001-09-23-00585
 Project No.: _____
 Application No.: 2
 Application Date: 4-15-2024
 Period From: _____ To: _____

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

The following documents are attached:

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

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

Original Contract \$ 48,171.90
 Net Change Orders \$ _____
 Current Contract Amount \$ 48,171.90

Completed To Date \$ 48,971.64
 Retainage % \$ 0 2448.58
 Subtotal 48,971.64 \$ 46,523.06
 Previous Applications \$ 46,523.06

Amount Due This Application: \$ 2,448.58

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

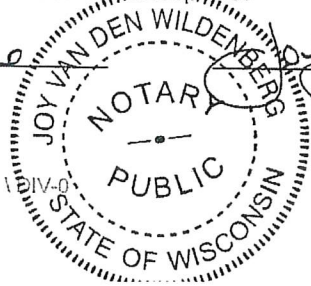
Dated April 15 2024 Speedy Clean Inc.
 (contractor)

COUNTY OF Winnebago
 STATE OF Wisconsin } ss
 By Sandra Barlow Accountant
 (name & title)

Before me on this 15th day of April 2024 personally appeared Sandra Barlow
 known to me, who being duly sworn, did depose and say that he/she is the _____
Accountant of the Contractor above mentioned; that he/she
 (title)

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

My Commission Expires: 4/10/26 Joy Van Der Wildenberg
 (Notary Public)





Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Award Contract for Papermill Run Trail Lighting and Lincoln Street Signalization to Bodart Electric Service, Inc. in the amount of \$512,508.60

REPORT PREPARED BY: Maggie Mahoney, Administrator

REPORT DATE: April 29, 2024

EXPLANATION:

On April 24, 2024 bids were gathered for the Papermill Run Trail Lighting project and the Lincoln Street and Maes Avenue Signalization project. Two contractors bid on the projects with pricing ranging from \$512,508.60 to \$541,326.00.

Bodart Electric Service, Inc was the low bid with the total bid price for both projects of \$512,50.60.

FUNDING:

These items are in the approved 2024 budget as:

Papermill Run Trail Lighting (PR-24-05) in TID #6 for \$307,000 (702-5700-971), construction bid amount is \$379,995.00. An additional \$38,000 for engineering services (at 10%) would make the total project cost ~\$418,000.

Lincoln St./Maes Ave (SC-24-04) in TID #6 for \$250,000 (702-5700-900), construction bid amount is \$132,508.60. Total project budget summary is:

\$132,514	Construction/installation costs
\$ 80,026	Equipment Estimate
\$ 10,000	Misc Concrete flatwork replacement (Either by Village or contractor)
\$ 11,127	Construction Contingency (5%)
<u>\$ 22,254</u>	<u>Engineering (10% project cost)</u>
\$ 255,921	Total estimated project cost (budget is \$250,000)

The estimated budget overage for both of these projects of \$117,000 is offset by the recent approved low bid for TID 6-Concrete Paving Far East Development (SC-24-02) (\$608,000 construction plus \$61,000 engineering)—which results in that project having a surplus of ~\$330,000 in 2024.

RECOMMENDED ACTION: Award the contract for Papermill Run Trail Lighting and Lincoln Street Signalization to Bodart Electric Service, Inc. in the amount of \$512,508.60

Attachments:

1. Notice of Award



April 24, 2024

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

Re: Village of Kimberly
Papermill Run Trail Lighting &
Lincoln Street Signalization
Letter of Recommendation
McM. No. K0001-09-24-00218

Dear Maggie:

On April 24, 2024, bids were received at the Village of Kimberly for the above referenced project. Two bids were received, ranging in price from \$512,508.60 to \$541,326.00 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract K0001-09-24-00218 to the low bidder, Bodart Electric Service, Inc., in the amount of \$512,508.60.

If you agree with our recommendation, please date and sign the enclosed Notices of Award, and return all copies to our office for incorporation into the Contract Documents.

If you have any questions, please feel free to contact me.

Respectfully,

McMahon Associates, Inc.

A handwritten signature in black ink, appearing to read "Brad D. Werner".

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

BDW:car

Enclosure: Notice Of Award

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: _____

To: BODART ELECTRIC SERVICE, INC.
1113 Orlando Drive
De Pere, WI 54115

Contract No. K0001-09-24--0218

Project: PAPERMILL RUN TRAIL LIGHTING &
LINCOLN STREET SIGNALIZATION
For The
VILLAGE OF KIMBERLY | Outagamie County, Wisconsin

You are notified that your Bid, dated April 24, 2024, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for the Papermill Run Trail Lighting and Lincoln Street Signalization for the Village of Kimberly, Outagamie County, Wisconsin.

The Contract Price of your Contract is Five Hundred Twelve Thousand Five Hundred Eight & 60/100 Dollars (\$512,508.60).

You must comply with the following conditions precedent within **15-days** of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (bonds), as specified in the Instructions to Bidders, General Conditions (Paragraph 5.01) and Supplementary Conditions.
3. You must deliver Insurance Certification complying with the General Conditions and Supplemental Conditions of the Contract Documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

One (1) fully signed counterpart of the Agreement, with the Contract Documents attached, will be returned to you within 15-days after you comply with the above noted conditions.

VILLAGE OF KIMBERLY | Outagamie County, Wisconsin

(authorized signature)

(title)

Witness: _____

BID TABULATION

OWNER: VILLAGE OF KIMBERLY
Project Name: Papermill Run Trail Lighting & Lincoln Street Signalization
Contract No.: K0001-09-24-00218
Bid Date/Time: April 24, 2024 @ 10:00 a.m.
Project Manager: Brad Werner, PE

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

BODART ELECTRIC SERVICE, INC.
 1113 Orlando Drive
 De Pere, WI 54115

ELMSTAR ELECTRIC CORP.
 800 East Line Road
 Kaukauna, WI 54130

PAPERMILL RUN TRAIL LIGHTING

Item	Qty	Unit	Description
1.	1	L.S.	Mobilization / Bonding
2.	1	L.S.	Lighting Control Cabinet / Concrete Base / Meter Installation
3.	89	Ea.	Light Bollard with Base Complete
4.	1	Ea.	Light Pole with Base Complete
5.	1	Ea.	12 Inch Quazite Polymer Concrete Handhold
6.	1	L.S.	1-1/4 Inch Schedule 40 PVC Conduit with #6 Circuiting Wire (Approx. 2,679 L.F.)
SUB-TOTAL (Items 1. through 6., Inclusive)			

Unit Price	Total
\$35,000.00	\$35,000.00
\$11,555.00	\$11,555.00
\$2,950.00	\$262,550.00
\$4,790.00	\$4,790.00
\$1,100.00	\$1,100.00
\$65,000.00	\$65,000.00
\$379,995.00	

Unit Price	Total
\$7,500.00	\$7,500.00
\$13,000.00	\$13,000.00
\$3,170.00	\$282,130.00
\$5,425.00	\$5,425.00
\$1,295.00	\$1,295.00
\$95,000.00	\$95,000.00
\$404,350.00	

LINCOLN STREET SIGNALIZATION

Item	Qty	Unit	Description
7.	6	L.F.	Removing Curb and Gutter (WisDOT #204.015)
8.	101	S.Y.	Removing Concrete Sidewalk (WisDOT #204.0155)
9.	11	Ea.	Removing Concrete Bases (WisDOT #204.0195)
10.	1	Ea.	Mobilization (WisDOT #616.1000)
11.	1,000	L.F.	Conduit Special 3 Inch (WisDOT #652.0615)
12.	8	Ea.	Pull Boxes Non-Conductive 24 x 42 Inch (WisDOT #653.0164)
13.	8	Ea.	Removing Pull Boxes (WisDOT #653.0905)
14.	9	Ea.	Concrete Bases Type 1 (WisDOT #654.0101)
15.	4	Ea.	Concrete Bases Type 2 (WisDOT #654.0102)
16.	1	Ea.	Concrete Control Cabinet Bases Type 9 Special (WisDOT #654.0217)
17.	335	L.F.	Cable Traffic Signal 5-14 AWG (WisDOT #655.0230)
18.	1,869	L.F.	Cable Traffic Signal 12-14 AWG (WisDOT #655.0260)
19.	784	L.F.	Electrical Wire Traffic Signals 10 AWG (WisDOT #655.0515)
20.	72	L.F.	Loop Detector Lead in Cable (WisDOT #655.0700)
21.	9	Ea.	Pedestal Bases (Install Only) (WisDOT #657.0100)
22.	4	Ea.	Transformer Bases Breakaway 11-1/2 Inch Bolt Circle (Install Only) (WisDOT #657.0255)
23.	4	Ea.	Poles Type 2 (Install Only) (WisDOT #657.0310)
24.	7	Ea.	Traffic Signal Standards Aluminum 13 Foot (Install Only) (WisDOT #657.0420)
25.	2	Ea.	Traffic Signal Standards Aluminum 10 Foot (Install Only) (WisDOT #657.0430)
26.	1	Ea.	Trombone Arms 15 Foot (Install Only) (WisDOT #657.0585)
27.	3	Ea.	Trombone Arms 20 Foot (Install Only) (WisDOT #657.0590)
28.	12	Ea.	Traffic Signal Face 3S 12 Inch (Install Only) (WisDOT #658.0173)
29.	8	Ea.	Pedestrian Signal Face 16 Inch (Install Only) (WisDOT #658.0416)
30.	8	Ea.	Pedestrian Push Button (Install Only) (WisDOT #658.0500)
31.	1	Ea.	Signal Mounting Hardware (Install Only) (WisDOT #658.5070)
32.	1	Ea.	Traffic Signal Controller and Cabinet (Install Only) (WisDOT #SPV.0060.01)
33.	1	L.S.	Video/Radar Detection System (Install Only) (WisDOT #SPV.0105.01)
34.	1	Ea.	Electric Service Meter Breaker Pedestal (WisDOT #656.0210)
SUB-TOTAL (Items 7. through 34., Inclusive)			

Unit Price	Total
\$100.00	\$600.00
\$50.00	\$5,050.00
\$250.00	\$2,750.00
\$20,000.00	\$20,000.00
\$28.00	\$28,000.00
\$14,800.00	\$14,800.00
\$1,850.00	\$1,850.00
\$100.00	\$800.00
\$1,550.00	\$13,950.00
\$1,750.00	\$7,000.00
\$2,200.00	\$2,200.00
\$1.75	\$586.25
\$4.75	\$8,877.75
\$0.90	\$705.60
\$2.00	\$144.00
\$100.00	\$900.00
\$100.00	\$400.00
\$450.00	\$1,800.00
\$100.00	\$700.00
\$100.00	\$200.00
\$450.00	\$450.00
\$450.00	\$1,350.00
\$350.00	\$4,200.00
\$250.00	\$2,000.00
\$250.00	\$2,000.00
\$1,200.00	\$1,200.00
\$2,500.00	\$2,500.00
\$7,500.00	\$7,500.00
\$1,850.00	\$1,850.00
\$132,513.60	

Unit Price	Total
\$60.00	\$360.00
\$98.00	\$9,898.00
\$360.00	\$3,960.00
\$12,700.00	\$12,700.00
\$30.00	\$30,000.00
\$2,435.00	\$19,480.00
\$100.00	\$800.00
\$1,430.00	\$12,870.00
\$1,820.00	\$7,280.00
\$7,200.00	\$7,200.00
\$2.40	\$804.00
\$4.00	\$7,476.00
\$1.05	\$823.20
\$1.90	\$136.80
\$90.00	\$675.00
\$720.00	\$2,880.00
\$61.00	\$427.00
\$61.00	\$122.00
\$310.00	\$310.00
\$310.00	\$930.00
\$230.00	\$2,760.00
\$280.00	\$2,240.00
\$248.00	\$1,744.00
\$1,160.00	\$1,160.00
\$1,930.00	\$1,930.00
\$3,520.00	\$3,520.00
\$4,130.00	\$4,130.00
\$136,976.00	

\$512,508.60

\$541,326.00

Bid Security	5% Bid Bond
Addendum Acknowledgement	Yes - #1, #2, #3 and #4
	Yes - #1, #2, #3 and #4



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Consider approval of purchase of Street and Parks computer equipment from Corporate Network Solutions Inc in the amount of \$2,440.00

REPORT PREPARED BY: Maggie Mahoney, Administrator

REPORT DATE: April 29, 2024

EXPLANATION:

The Village is proceeding with replacement schedule for computers. Two computers and required accessories will be purchased for the Street and Parks Department per the attached quote.

Additional computers for the Village will be brought forward for the Board for consideration at future meetings.

FUNDING: Funding for this purchase is in the approved 2024 budget as Annual Computer Replacement (ADM-AN-01) in the Data Processing Trust Fund for \$10,000. The 2023 budget was also carried forward to 2024 for a total budget of \$20,000.

RECOMMENDED ACTION: Approve the purchase of Street and Parks computer equipment from Corporate Network Solutions Inc in the amount of \$2,440.00 from the Data Processing Trust Fund.

Attachments:

1. Quote



Corporate Network Solutions, Inc.
 1624 East Wisconsin Ave.
 Appleton, WI 54911
 Phone: (920)-832-8406
 Fax: (920)-832-8485

QUOTE

Quote # AAAQ33551
 Date 04/04/24
 Sales Rep. Todd J. Schroeder

Quote To:
 Village of Kimberly
 Maggie Mahoney
 515 W Kimberly Ave
 Kimberly, WI 54136

Ship To:
 Corporate Network Solutions, Inc.
 Todd J. Schroeder
 1624 E Wisconsin Ave
 Appleton, WI 54911

Qty	Description	Unit Price	Ext. Price
2	Microsoft Surface Pro 8 Tablet - Intel Core i5 1145G7 4-Core 4.4GHz - 13" 10-Point Multi-Touch 2880 x 1920 - LPDDR5 8GB - 512GB - Intel Iris Xe - Power Supply - IEEE 802.11 ax, Wi-Fi, Bluetooth - Platinum - Microsoft Windows 11 Professional - 15.50 Hours Maximum Battery Run Time - 1 Year Warranty	\$950.00	\$1,900.00
2	Microsoft Signature Keyboard/Cover Case for 13" Microsoft Surface Pro 8, Surface Pro X Tablet - Platinum - Alcantara Exterior Material - 8.9" Height x 11.4" Width x 0.2" Depth - 1 Pack	\$145.00	\$290.00
2	Microsoft Surface Slim Pen 2 Stylus - Bluetooth - 1 Pack - Active - Plastic - Matte Black - Notebook, Tablet, Interactive Display Device Supported	\$105.00	\$210.00
1	Encased Rugged Shield Case for Microsoft Surface Pro 8	\$40.00	\$40.00
		SubTotal	\$2,440.00
		Sales Tax	\$0.00
		Shipping	\$0.00
		Total	\$2,440.00

ALL orders require 50% payment at time of order and the REMAINDER DUE upon product receipt.

***** NO LABOR (PC SETUPS, CONVERSIONS, ETC) IS INCLUDED, UNLESS OTHERWISE SPECIFIED AND DOCUMENTED *****

Prices Subject to CHANGE. Prices based upon total purchase - all delivery, training or consulting services to be billed at PUBLISHED rates for each activity involved. All hardware computer components proposed above are covered by a LIMITED Manufacturer's WARRANTY - Covering parts and labor on a depot basis. We specifically disclaim ANY and ALL warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We SHALL NOT BE LIABLE for any loss of profits, business, goodwill, data, interruption of business, or for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. MINIMUM 30% restocking fee for unopened material with original packaging.



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Consider Marcella St. Kennedy Ave. Trail Project Relocation Order, Right-of-Way Plat Map and Revised State/Municipal Agreement

REPORT PREPARED BY: Holly Femal, Community Enrichment Director

REPORT DATE: April 29, 2024

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report _____ **MEM** _____

See additional comments attached _____

EXPLANATION:

The project real estate acquisition meeting was hosted by WisDOT on April 23rd, 2024, with representation from the Village as well as support from the team at McMahon in partnership with Moss & Assoc. Discussion items at the meeting included 2 items that require formal approval from the village: a relocation order and right-of-way plat map. Upon formal approval, these documents will also need to be recorded with Outagamie County as a standard process with this type of project. Formal approval and submission of these documents will allow next steps to occur with Moss & Assoc. to work with village staff to mail notices to those properties included in the project.

Additionally, separate from the real estate meeting, the updated State/Municipal Agreement (SMA) with information on the rail-crossing improvements and cost breakdown also needs formal signature for approval. Staff is requesting consideration on the following:

- a. Approval of the revised SMA
- b. Approval of 4989-02-00 Marcella St/Kennedy Ave Relocation Order
- c. Approval of 4989-02-00 Marcella Street Trail Right-of-Way Plat Map

RECOMMENDED ACTION: Approve the Marcella St. Kennedy Ave. Trail Project Relocation Order, Right-of-Way Plat Map and Revised State/Municipal Agreement as presented.

ATTACHMENTS:

1. Relocation Order
2. Updated SMA
3. Right-of-Way Plat Map



STATE/MUNICIPAL AGREEMENT FOR AN INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT

Subprogram #: 290
Program Name: TAP

Revised Date: 3/27/2024
Date: 10/3/2022
I.D.: 4989-02-00/71
WisDOT UEI #: CBE4JHP1S8H7
Project Sponsor UEI #: TBD
FAIN ID: TBD
Project Title: V Kimberly, Marcella St Trail
Location/Limit: Cobblestone Ln – W Kimberly Ave
Project Length (if applicable): 1.0 mile
Project Sponsor: Village of Kimberly
County: Outagamie
MPO Area (if applicable): Appleton

The signatory, the **Village of Kimberly**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing typical section of the concrete roadway includes 2 11-foot driving lanes, 2 8-foot parking lanes and curb and gutter from Kimberly Avenue south 0.4 miles on Marcella Street then east 0.6 miles on Kennedy Avenue. The existing typical section of the urban roadway does not include on or off-road pedestrian facilities and serves as an impediment to the safe travel of bicycle and pedestrian travel. The route serves as a main connection for commercial, professional, residential, and academic activities on either side of the existing railroad corridor through Kimberly directly adjacent to affordable housing and high-density housing projects.

Proposed Improvement - Nature of work: The proposed improvement consists of the construction of a 10-foot two-way concrete multi-modal path along the right side of the roadway. The path will allow for safe access to essential services including groceries, essential professional services, clinics, and home supply stores. This connection completes a final gap in offering safe passage to an existing pedestrian network that leads directly to the Kimberly Public Library and the Kimberly Area School district facilities.

The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$682,318.13** for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the **\$682,318.13** federal funding maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date, or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: 8/25/2022

Commencement deadline: 8/25/2026

Completion deadline: 6/30/2029

The project commencement deadline is fixed by statute and may not be extended.

The subject project must be completed by 6/30/2029, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS							
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Fox Valley & Lake Superior Rail System	%	Project Sponsor Funds	%
ID 4989-02-00							
State Review	\$11,760	\$0	0%	\$0	0%	\$11,760	100%
ID 4989-02-50 Railroad							
Crossing Surface	\$200,000	\$0	0%	\$138,000	69%	\$62,000	31%
ID 4989-02-71							
Participating Construction	\$727,419	\$581,935.20	80%	\$0	0%	\$145,483.80	20%+BAL
Construction Engineering	\$106,878.66	\$85,502.93	80%	\$0	0%	\$21,375.73	20%+BAL
State Review	\$18,600	\$14,880.00	80%	\$0	0%	\$3,720	20%+BAL
Non-Participating Construction	\$36,000	\$0	0%	\$0	0%	\$36,000	100%
<i>Construction Subtotal</i>	\$888,897.66	\$682,318.13				\$206,579.53	20%+BAL
Total Est. Cost Distribution	\$900,657.66	\$682,318.13	MAX*	\$138,000	N/A	\$280,339.53	N/A

*This project has a TAP federal funding maximum of **\$682,318.13**. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of Village of Kimberly _____ (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State _____ (please sign in blue ink)		
Scott Nelson, P.E. <i>Name</i>	Northeast Region SPO Manager <i>Title</i>	_____ <i>Date</i>

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Preliminary Engineering.
 - i. Real estate for the improvement.
 - j. State Review Services.
 - k. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State, before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.

23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
24. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.

- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

28. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

32. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally.

33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors, and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

34. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein

and, in any deed, executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$682,318.13** is cumulative for all federal funded project phases.

RELOCATION ORDER

Ipa1708 08/2011 (Replaces LPA3006)

Project 4989-02-00	Road name Marcella St/Kennedy Ave	Highway	County Outagamie
Right of way plat date 03/2024	Plat sheet number(s) RW01-RW15	Previously approved Relocation Order date N/A	

Description of termini of project: Beginning at a point 15.84 feet South and 0.01 feet West of Outagamie County Monument No. 42118292600 of Section 28, Township 21 North, Range 18 East, Station 18+70.00; Thence Southerly and Easterly, 5730.00 feet (1.09 miles) along the reference line of Marcella Street and Kennedy Avenue to the termination point of this relocation order, (Station 76+00.00); said point being 2765.96 feet North and 76.14 feet East of the Southeast corner of Section 28, Township 21 North, Range 18 East.

To properly establish, lay out, widen, enlarge, extend, construct, reconstruct, improve, or maintain a portion of the highway designated above, it is necessary to relocate or change and acquire certain lands or interests in lands as shown on the right of way plat for the above project.

To effect this change, pursuant to authority granted under Sections 32.05, Wisconsin Statutes, the Village of Kimberly orders that:

1. The said road is laid out and established to the lines and widths as shown on the plat.
2. The required lands or interests in lands as shown on the plat shall be acquired by: Village of Kimberly
3. This order supersedes and amends any previous order issued by the: Village of Kimberly

Name and Title

Date

4989-02-00

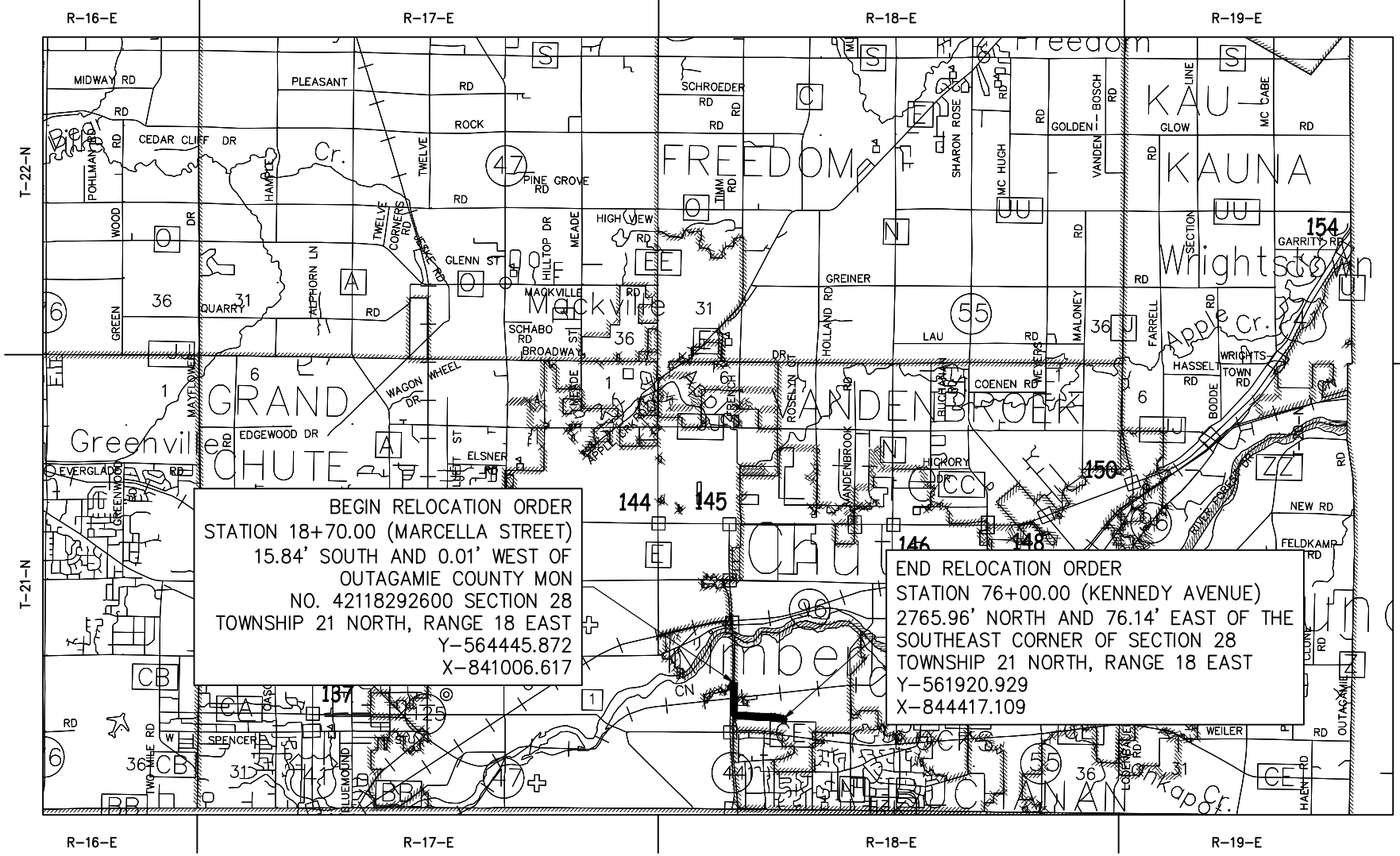
MARCELLA STREET TRAIL

VILLAGE OF KIMBERLY

OUTAGAMIE COUNTY, WISCONSIN
MCM # K0001-09-22-00638

LEGEND

✱	1 1/4" REBAR FOUND	—FO—	FIBER OPTIC CABLE - BURIED
●	1" (1.315 OD) IRON PIPE FOUND	—G—	GAS MAIN
✱	3/4" IRON REBAR FOUND	—TV—	CABLE TELEVISION - BURIED
SB or MW	SOIL BORING or MONITORING WELL	—D—	DITCH LINE
□	POWER POLE	—	STREET C/L OR R/L
□	POWER POLE W/GUY WIRE	—	PROPERTY LINE
⊕	TELEPHONE OR TELEVISION PEDESTAL	—	RIGHT-OF-WAY LINE
4	SIGN	—	SECTION LINE
—+—+—	RAILROAD TRACKS	—FM—	EXISTING FORCEMAIN SEWER
⊙	LIGHT POLE	—	EXISTING SANITARY SEWER
⊙	WOOD POLE	—	EXISTING WATER MAIN
⊙	TRAFFIC SIGNAL	—	EXISTING STORM SEWER
⊙	TRAFFIC SIGNAL MAST ARM	—	EXISTING CURB & GUTTER
⊙	CONIFEROUS TREE	—	EXISTING CULVERT WITH END SECTIONS
⊙	DECIDUOUS TREE	—	BUILDING OUTLINE
⊙	TREE OR BRUSH LINE	—	FENCE LINE
○	EXISTING MANHOLE	—TLE—	TEMPORARY LIMITED EASEMENT
⊕	EXISTING INLET	20	PARCEL NUMBER
⊕	EXISTING YARD DRAIN	⊕	SECTION CORNER SYMBOL
⊕	EXISTING CLEAN OUT		
⊕	EXISTING DOWNSPOUT		
⊕	EXISTING WATER VALVE		
⊕	EXISTING CURB STOP		
⊕	EXISTING FIRE HYDRANT		
⊕	GAS VALVE	C/L	CENTER LINE
—T—	TELEPHONE CABLE - BURIED	R/L	REFERENCE LINE
—E—	ELECTRIC CABLE - BURIED	S/L	SECTION LINE
—OHU—	UTILITIES - OVERHEAD	P/L	PROPERTY LINE



NOTES

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATE DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATION LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

COORDINATES AND BEARINGS SHOWN ON THIS PLAT ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY ZONE, NAD 83 (1991) ADJUSTMENT. THE COORDINATES SHOWN ARE GROUND COORDINATES AND ARE TO BE USED AS GROUND VALUES ON THIS PLAT.

THE REFERENCE LINE AS SHOWN ON THIS PLAT IS DEFINED WITH COURSES REFERENCED TO U.S. PUBLIC LAND SURVEY SYSTEM.

EXISTING RIGHT-OF-WAY ESTABLISHED FROM FIELD LOCATED MONUMENTATION, PREVIOUS SURVEYS AND CURRENT PROPERTY DEEDS.

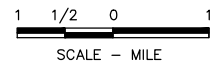
THIS PLAT HAS BEEN PREPARED FOR PURPOSES OF OBTAINING TEMPORARY LIMITED EASEMENTS FOR NEW TRAIL CONSTRUCTION PURPOSES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC, PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLEs) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

BASIS FOR EXISTING RIGHT OF WAY
GOVERNMENT CORNERS PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR OUTAGAMIE COUNTY TRANSPORTATION PROJECT PLAT 1517-07-00-4.23 & 4.24 RECORDED FEBRUARY 22, 2012
TRADITIONAL PLAT OF RIGHT OF WAY FOR TRI-COUNTY EXPRESSWAY
MARCELLA PLAT AS DOCUMENT NO. 515014 RECORDED IN VOLUME 17 PAGE 40
MARCELLA PLAT ADDITION NO. 1 AS DOCUMENT NO. 546404 RECORDED IN VOLUME 18 PAGE 42
KIMBERLY INDUSTRIAL PARK PLAT AS DOCUMENT NO. 891343 RECORDED IN CABINET E PAGE 10
STONE GATE VILLAGE AS DOCUMENT NO. 803882 RECORDED IN CABINET D PAGE 37
STONE GATE VILLAGE FIRST ADDITION AS DOCUMENT NO. 848240 RECORDED IN CABINET D PLATS 59
STONE GATE VILLAGE SECOND ADDITION AS DOCUMENT NO. 901298 RECORDED IN CABINET E PAGE 18
REPLAT OF LOTS 81 THRU 92 OF STONE GATE VILLAGE SECOND ADDITION AS DOCUMENT NO. 997411 RECORDED IN CABINET E PAGE 141

CERTIFIED SURVEY MAPS
C.S.M. NO. 519 VOLUME 3, PAGE 519 AS DOCUMENT NO. 954761 RECORDED MARCH 8, 1989
C.S.M. NO. 533 VOLUME 3, PAGE 533 AS DOCUMENT NO. 960148 RECORDED JUNE 7, 1989
C.S.M. NO. 1040 VOLUME 6, PAGE 1040 AS DOCUMENT NO. 1013986 RECORDED AUGUST 28, 1991
C.S.M. NO. 1073 VOLUME 6, PAGE 1073 AS DOCUMENT NO. 1016209 RECORDED SEPTEMBER 25, 1991
C.S.M. NO. 1316 VOLUME 7, PAGE 1316 AS DOCUMENT NO. 1044275 RECORDED JULY 7, 1992
C.S.M. NO. 2223 VOLUME 12, PAGE 2223 AS DOCUMENT NO. 1154900 RECORDED MAY 24, 1995
C.S.M. NO. 3151 VOLUME 17, PAGE 3151 AS DOCUMENT NO. 1270023 RECORDED MAY 6, 1998
C.S.M. NO. 6057 VOLUME 35, PAGE 6057 AS DOCUMENT NO. 1853208 RECORDED OCTOBER 19, 2009
C.S.M. NO. 8055 AS DOCUMENT NO. 2222960 RECORDED FEBRUARY 5, 2021
C.S.M. NO. 8244 AS DOCUMENT NO. 2256783 RECORDED DECEMBER 14, 2021

FOUND MONUMENTS AS SHOWN ON THIS PLAT OF RIGHT-OF-WAY
DEEDS OF RECORD
PLATS OF SURVEY



TOTAL NET LENGTH OF CENTERLINE = 1.06 MI.

TOTAL OF 15 SHEETS
WITHIN THIS PLAT
RW01 THRU RW15

REVISION	DATE
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CAUTION:
THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. DEEDS
MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES.

UTILITY STATEMENT
The underground utilities shown have been located from field survey information and existing as-built drawings. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available. The surveyor has not physically located the underground utilities. Except shown herein, there are no visible easements benefiting or burdening the premises or right-of-way across the land or any other unrecorded easements or rights-of-way of which the surveyor has been advised.

ORIGINAL RIGHT-OF-WAY
PLAT PREPARED BY:

Douglas E. Woelz
4-5-2024

APPROVED FOR VILLAGE OF KIMBERLY

DATE: _____ (Signature)

McMAHON
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE WEEHAW, WI 54986
Mailing: P.O. BOX 1025 WEEHAW, WI 54987-1025
PH 920.751.4260 FX 920.751.4284 MCMGRP.COM

NO.	DATE	REVISION

MARCELLA STREET AND KENNEDY AVENUE
VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
TITLE SHEET

SURVEYED	DRAWN
DEW	MJA
PROJECT NO. K0001 09-22-00638	
DATE OCTOBER, 2023	
SHEET NO. RW01	

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SCHEDULE OF LAND & INTEREST REQUIRED				
PARCEL NUMBER	SHEET NUMBER	OWNER(S)	TAX KEY NUMBER	TLE ACRES
3	RW04	Brett Bauer, a single person	250144100	0.004
4	RW04	Penny A. Vandenberg, a single person	250145000	0.004
11	RW06	SLOCO Real Estate, LLC, a Wisconsin limited liability company	250150800	0.001
12	RW06	Mooney Properties LLC	250153500	0.002
17	RW09	R & M Investments, LLC	250191100	0.037
18	RW09	RKR Investments LLP f/k/a R & R Investments LLP	250191101	0.075
23	RW09, RW10	James S. Crane, Trustee of the Carole D. Crane Estate Tax Sheltered Trust dated December 17, 2021 u/a/d June 23, 1998 AND James S. Crane and Carole D. Crane Revocable Trust dated June 23, 1998 as their interest may appear	250193100	0.148
24	RW10, RW11	KMBR, LLC, a Wisconsin limited liability company	250193200	0.177
25	RW11, RW12	Midwest Properties, a Wisconsin General Partnership	250193400	0.058
26	RW12	ACM Strategies, LLC	250193500	0.063
27	RW12, RW13	Tri County Investments, LLC	250193600	0.063
32	RW14	Allison Witz, a single person	250199300	0.001
33	RW13, RW14	Park Place Holdings-711 Eisenhower, LLC	250192200	0.091
34	RW14	Opportunity Investments, Inc.	250095044	0.094
35	RW14, RW15	L & D Real Estate Investments, LLP, a Wisconsin limited liability partnership	250095017	0.098
36	RW14	The Jesse Family Trust dated April 30, 2019, Thomas Warren Jesse and Kelly Rae Jesse, Trustors and/or Trustees	250205500	0.001
41	RW15	Jerome A. Haen Revocable Living Trust	250189400	0.001
42	RW15	David Novy and Kathryn A. Mahloch, as joint tenants	250189300	0.001

Owner's names are shown for reference purposes only and are subject to change prior to the transfer of land interests to the Village.



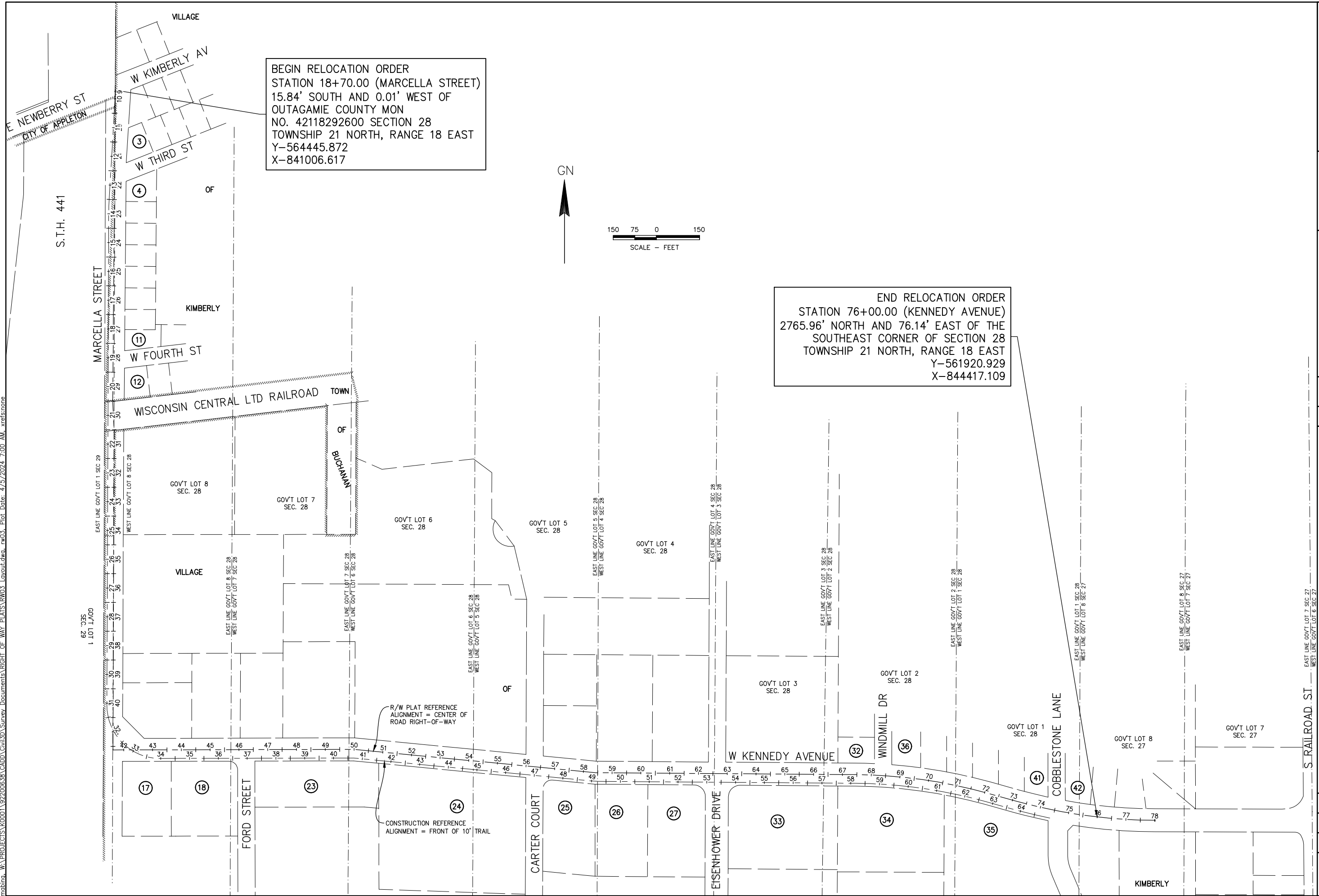
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NO.	DATE	REVISION

**MARCELLA STREET AND KENNEDY AVENUE
VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
SCHEDULE OF INTEREST**

SURVEYED DEW	DRAWN MJA
PROJECT NO. K0001 09-22-00638	
DATE OCTOBER, 2023	
SHEET NO. RW02	

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BEGIN RELOCATION ORDER
 STATION 18+70.00 (MARCELLA STREET)
 15.84' SOUTH AND 0.01' WEST OF
 OUTAGAMIE COUNTY MON
 NO. 42118292600 SECTION 28
 TOWNSHIP 21 NORTH, RANGE 18 EAST
 Y-564445.872
 X-841006.617

END RELOCATION ORDER
 STATION 76+00.00 (KENNEDY AVENUE)
 2765.96' NORTH AND 76.14' EAST OF THE
 SOUTHEAST CORNER OF SECTION 28
 TOWNSHIP 21 NORTH, RANGE 18 EAST
 Y-561920.929
 X-844417.109



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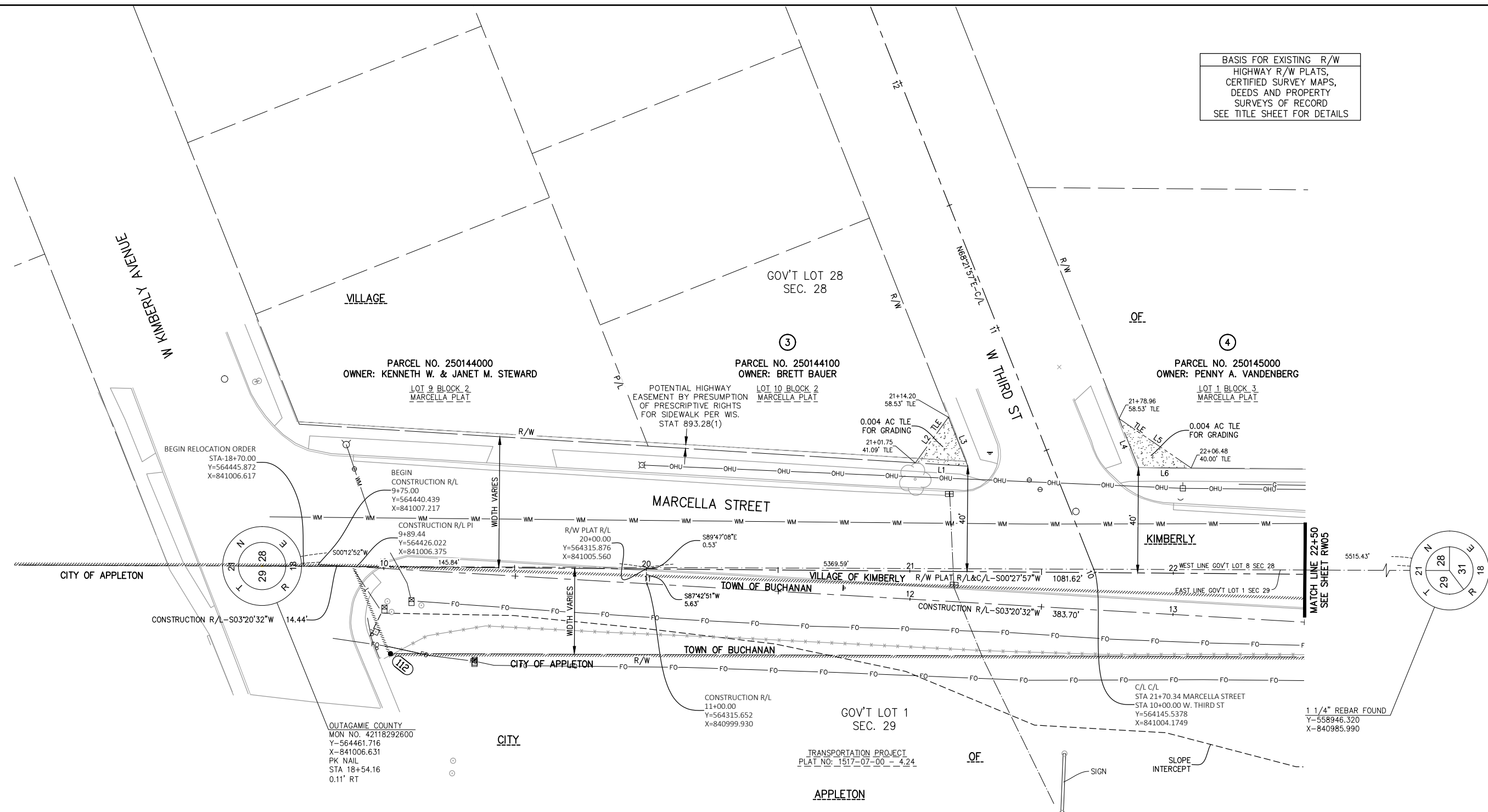
NO.	DATE	REVISION

MARCELLA STREET AND KENNEDY AVENUE
VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
 LAYOUT

SURVEYED DEW	DRAWN MJA
PROJECT NO. K0001 09-22-00638	
DATE OCTOBER, 2023	
SHEET NO. RW03	

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BASIS FOR EXISTING R/W
 HIGHWAY R/W PLATS,
 CERTIFIED SURVEY MAPS,
 DEEDS AND PROPERTY
 SURVEYS OF RECORD
 SEE TITLE SHEET FOR DETAILS



EXISTING R/W MONUMENTS FOUND			
POINT #	NORTHING	EASTING	DESCRIPTION
112	564412.980	840973.381	1" IRON PIPE

S.T.H. 441

TLE Parcel Line Table		
Line #	Direction	Length
L1	N03°35'57"E	20.00'
L2	S54°01'03"E	21.42'
L3	S68°21'57"W	20.00'
L4	N68°21'57"E	20.00'
L5	S34°24'57"W	33.18'
L6	N00°27'57"E	20.00'

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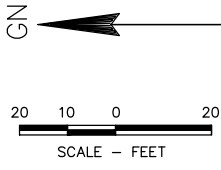
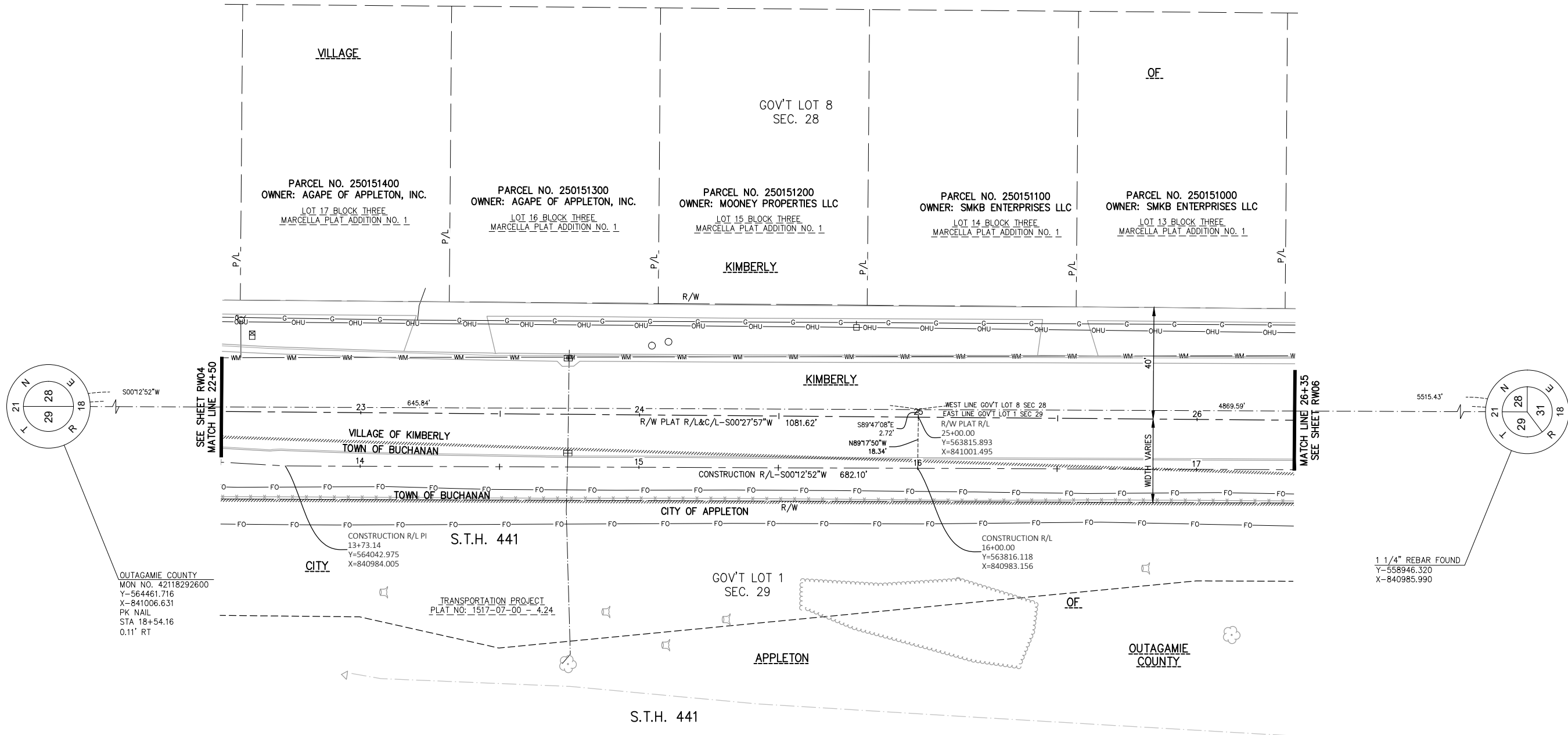
MATCH LINE 22+50
 SEE SHEET RW05

**MARCELLA STREET AND KENNEDY AVENUE
 VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
 RIGHT OF WAY PLAT**

SURVEYED	DRAWN
DEW	MJA
PROJECT NO. K0001 09-22-00638	
DATE OCTOBER, 2023	
SHEET NO. RW04	

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BASIS FOR EXISTING R/W
HIGHWAY R/W PLATS,
CERTIFIED SURVEY MAPS,
DEEDS AND PROPERTY
SURVEYS OF RECORD
SEE TITLE SHEET FOR DETAILS



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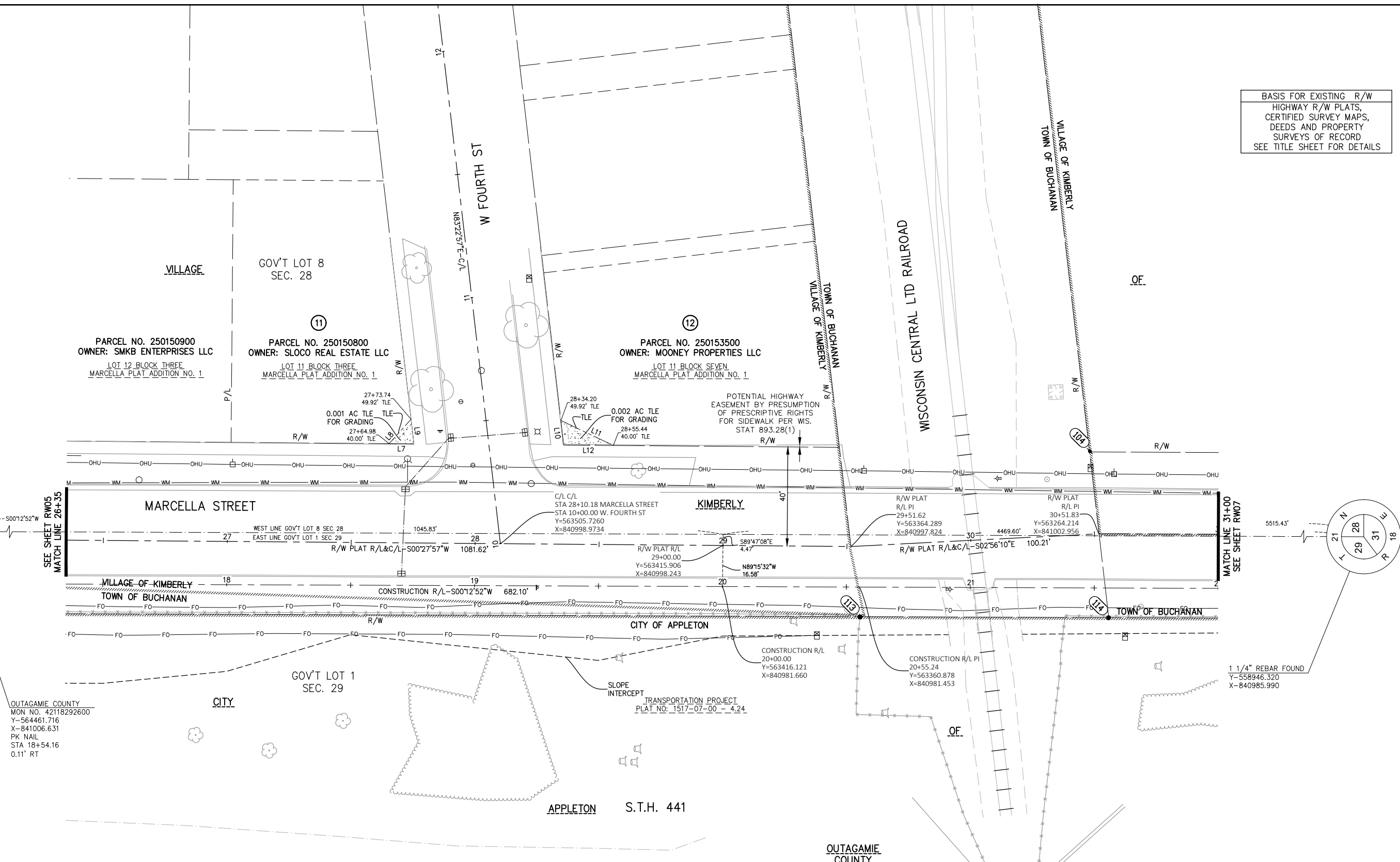
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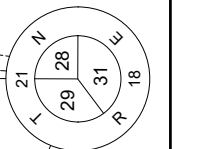
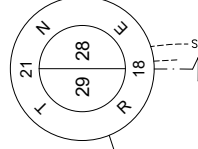
MARCELLA STREET AND KENNEDY AVENUE
VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
RIGHT-OF-WAY PLAT

SURVEYED	DRAWN
DEW	MJA
PROJECT NO.	
K0001 09-22-00638	
DATE	
OCTOBER, 2023	
SHEET NO.	
RW05	

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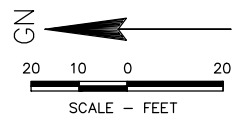


BASIS FOR EXISTING R/W
HIGHWAY R/W PLATS,
CERTIFIED SURVEY MAPS,
DEEDS AND PROPERTY
SURVEYS OF RECORD
SEE TITLE SHEET FOR DETAILS



OUTAGAMIE COUNTY
MON NO. 42118292600
Y=564461.716
X=841006.631
PK NAIL
STA. 18+54.16
0.11' RT

1 1/4" REBAR FOUND
Y=558946.320
X=840985.990



Line #	Direction	Length
L7	N00°27'57"E	10.00'
L8	S48°04'33"E	13.24'
L9	S83°22'57"W	10.00'
L10	N83°22'57"E	10.00'
L11	S25°30'56"W	23.44'
L12	N00°27'57"E	20.00'

POINT #	NORTHING	EASTING	DESCRIPTION
104	563267.913	841036.311	3/4" REBAR
113	563360.603	840969.372	1" IRON PIPE
114	563260.380	840969.048	1" IRON PIPE

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PH 920.751.4200 FAX 920.751.4284 MCMGRP.COM

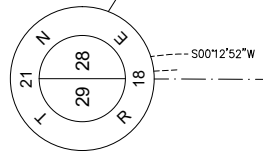
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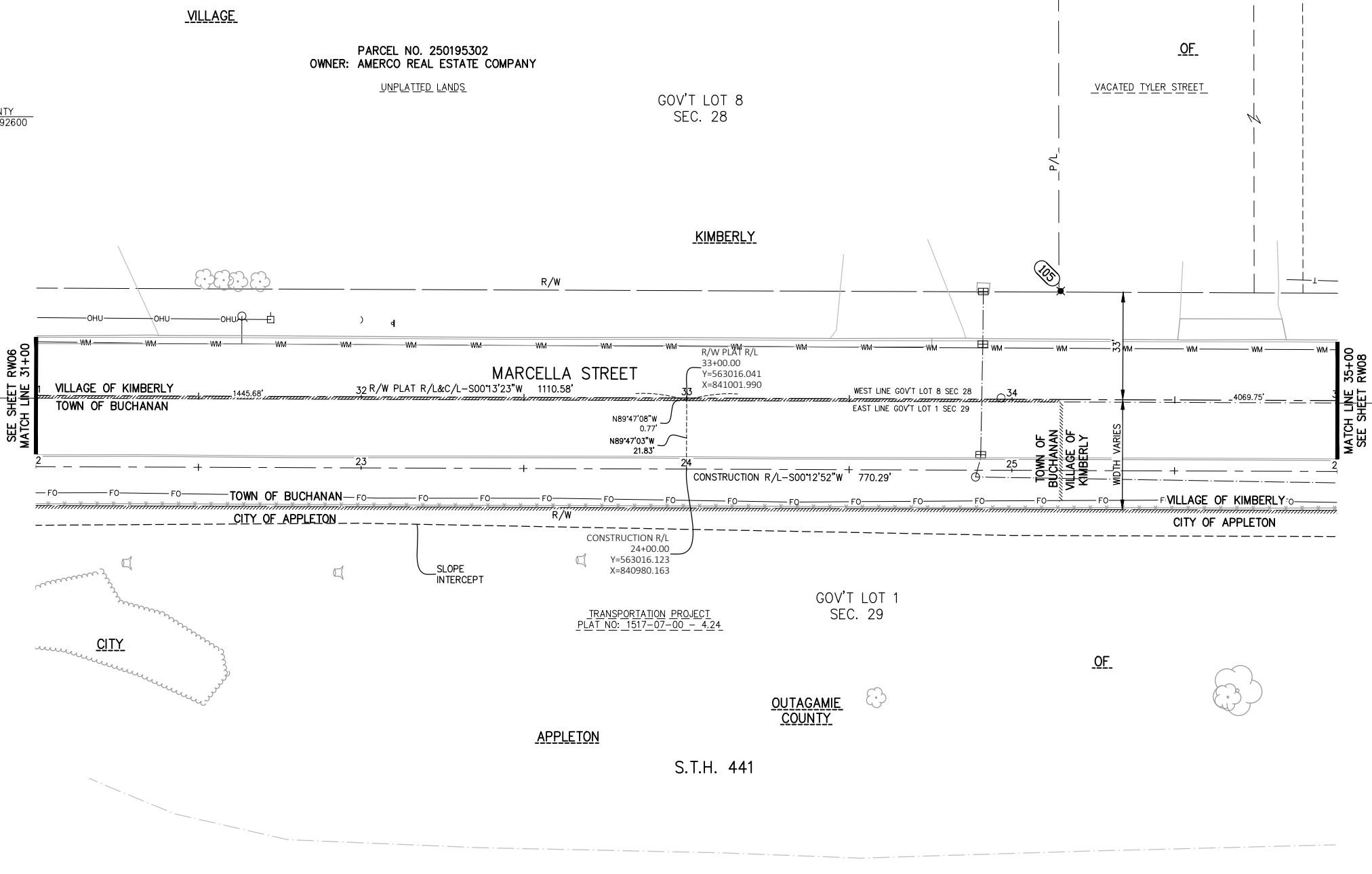
MARCELLA STREET AND KENNEDY AVENUE
VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
RIGHT OF WAY PLAT

SURVEYED DEW
DRAWN MJA
PROJECT NO. K0001 09-22-00638
DATE OCTOBER, 2023
SHEET NO. RW06

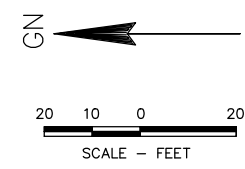
OUTAGAMIE COUNTY
 MON. NO. 42118292600
 Y-564461.716
 X-841006.631
 PK NAIL
 STA 18+54.16
 0.11' RT



BASIS FOR EXISTING R/W
 HIGHWAY R/W PLATS,
 CERTIFIED SURVEY MAPS,
 DEEDS AND PROPERTY
 SURVEYS OF RECORD
 SEE TITLE SHEET FOR DETAILS



1 1/4" REBAR FOUND
 Y-558946.320
 X-840985.990



EXISTING R/W MONUMENTS FOUND			
POINT #	NORTHING	EASTING	DESCRIPTION
105	562901.101	841034.891	1 1/4" REBAR

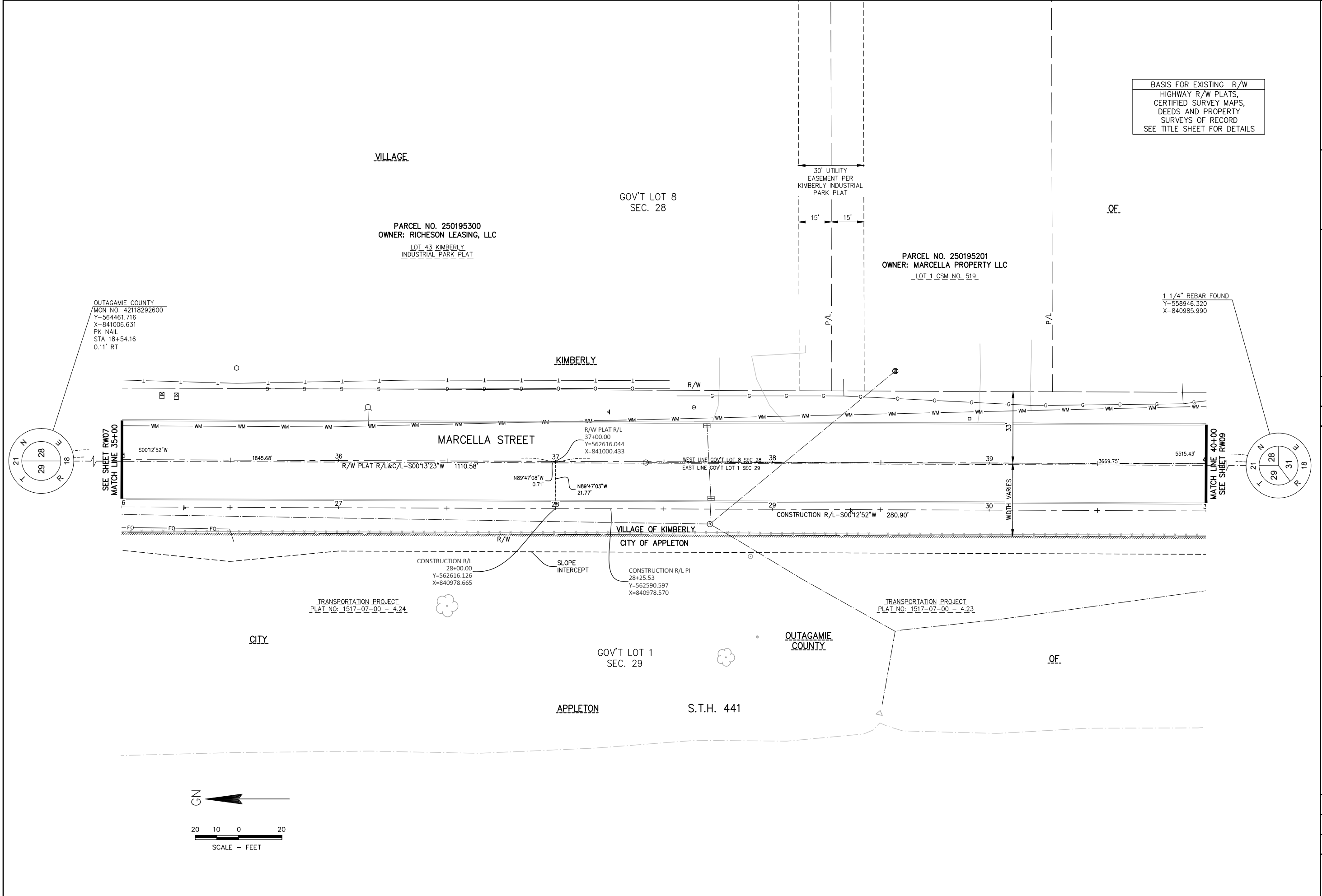
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 Mailing: P.O. BOX 1025 WEEHAW, WI 54987-1025
 PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

NO.	DATE	REVISION

**MARCELLA STREET AND KENNEDY AVENUE
 VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
 RIGHT-OF-WAY PLAT**

SURVEYED DEW DRAWN MJA
 PROJECT NO. K0001 09-22-00638
 DATE OCTOBER, 2023
 SHEET NO. RW07



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NO.	DATE	REVISION

MARCELLA STREET AND KENNEDY AVENUE
VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
RIGHT-OF-WAY PLAT

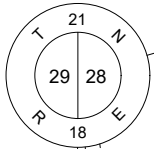
SURVEYED DEW DRAWN MJA

PROJECT NO. K0001 09-22-00638

DATE OCTOBER, 2023

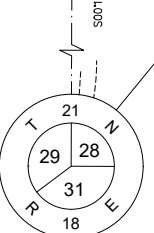
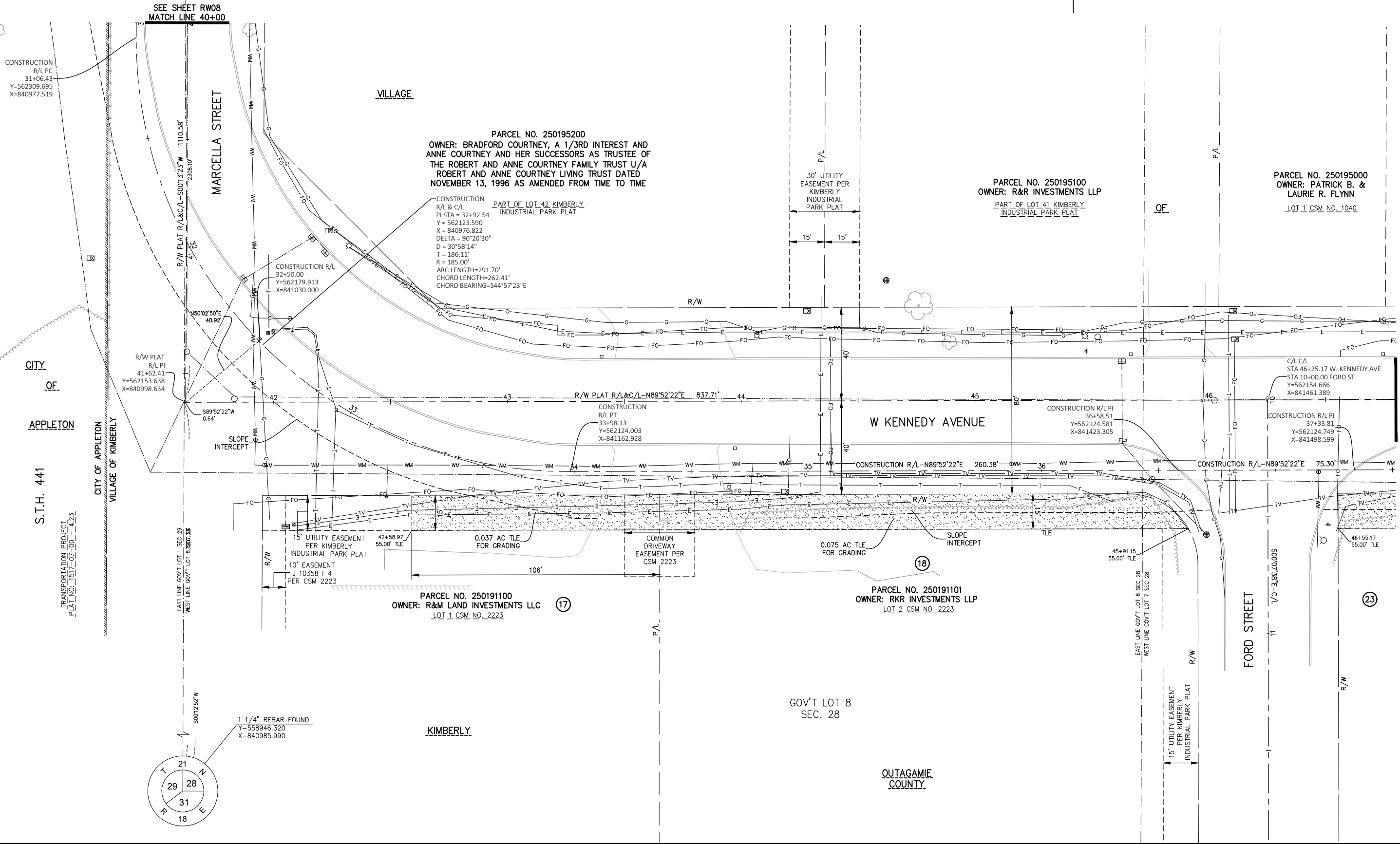
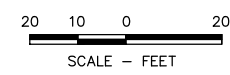
SHEET NO. **RW08**

\\projects\k0001\92200658\CADD\Civil3D\Survey_Documents\RIGHT OF WAY PLATS\Marcella St. RW Plat.dwg, rw09, Plot Date: 4/1/2024, 1:56 PM, xrefs:###



OUTAGAMIE COUNTY
MON NO. 42118292600
Y=564461.716
X=841006.631
PK NAIL
STA 18+54.16
0.11' RT

BASIS FOR EXISTING R/W
HIGHWAY R/W PLATS,
CERTIFIED SURVEY MAPS,
DEEDS AND PROPERTY
SURVEYS OF RECORD
SEE TITLE SHEET FOR DETAILS



1 1/4" REBAR FOUND
Y=558946.320
X=840985.990

McMAHON
ENGINEERS & SURVEYORS
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1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-0025
PH 920.751.4200 FAX 920.751.4284 MCINGRP.COM

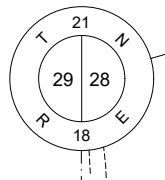
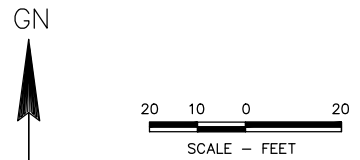
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NO.	DATE	REVISION

MARCELLA STREET AND KENNEDY AVENUE
VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
RIGHT-OF-WAY PLAT

SURVEYED	DRAWN
DEW	MJA
PROJECT NO. K0001 09-22-00638	
DATE OCTOBER, 2023	
SHEET NO. RW09	

BASIS FOR EXISTING R/W
HIGHWAY R/W PLATS,
CERTIFIED SURVEY MAPS,
DEEDS AND PROPERTY
SURVEYS OF RECORD
SEE TITLE SHEET FOR DETAILS



OUTAGAMIE COUNTY
MON NO. 42118292600
Y=564461.716
X=841006.631
PK NAIL
STA 18+54.16
0.11' RT

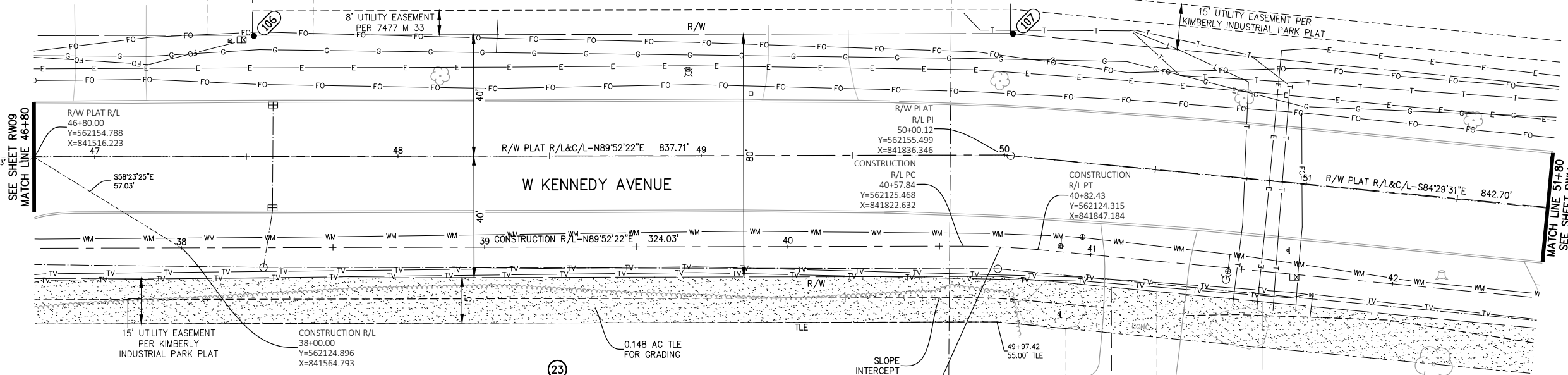
PARCEL NO. 250195000
OWNER: PATRICK B. &
LAURIE R. FLYNN
LOT 1 CSM NO. 1040

VILLAGE

PARCEL NO. 250194502
OWNER: DWICHMAN RENTALS LLC
LOT 3 CSM NO. 4408

PARCEL NO. 250194504
OWNERS: SMS INVESTMENTS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AN UNDIVIDED 19.23% INTEREST
GALLAGHER INVESTMENT GROUP, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AN UNDIVIDED 19.23% INTEREST
EAK INVESTCO, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AN UNDIVIDED 14.42% INTEREST
ANDREW SCHMIDT, AN UNDIVIDED 14.42% INTEREST
ROBERT A. DEBRUINB A/K/A ROBERT R. DEBRUIN, AN UNDIVIDED 9.62% INTEREST
P & C INVESTMENTS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AN UNDIVIDED 9.62% INTEREST
BARBARA A. SCHMIDT, AN UNDIVIDED 9.62% INTEREST
AND DRG INVESTMENTS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AN UNDIVIDED 3.84% INTEREST
LOT 2 CSM NO. 7147

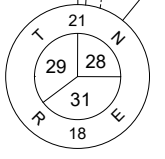
OF



SEE SHEET RW09
MATCH LINE 46+80

MATCH LINE 51+80
SEE SHEET RW11

1 1/4" REBAR FOUND
Y=558946.320
X=840985.990



EXISTING R/W MONUMENTS FOUND			
POINT #	NORTHING	EASTING	DESCRIPTION
106	562194.738	841588.724	1" IRON PIPE
107	562195.404	841839.068	1" IRON PIPE

PARCEL NO. 250193100
OWNER: JAMES S. CRANE, TRUSTEE OF THE CAROLE D. CRANE ESTATE TAX SHELTERED TRUST DATED DECEMBER 17, 2021 U/A/D JUNE 23, 1998 AND JAMES S. CRANE AND CAROLE D. CRANE REVOCABLE TRUST DATED JUNE 23, 1998 AS THEIR INTEREST MAY APPEAR

LOT 21 KIMBERLY INDUSTRIAL PARK PLAT

GOV'T LOT 7 SEC. 28

KIMBERLY

CONSTRUCTION
R/L & C/L
PI STA = 40+70.14
Y = 562125.496
X = 841834.936
DELTA = 5°38'07"
D = 22°55'06"
T = 12.30'
R = 250.00'
ARC LENGTH = 24.59'
CHORD LENGTH = 24.58'
CHORD BEARING = S87°18'35"E

30' UTILITY EASEMENT PER KIMBERLY INDUSTRIAL PARK PLAT

PARCEL NO. 250193200
OWNER: KBMR, LLC
LOT 1 CSM NO. 1316
GOV'T LOT 6 SEC. 28

OUTAGAMIE COUNTY

McMAHON
ENGINEERS & SURVEYORS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE WEEHAW, WI 54986
Mailing: P.O. BOX 1025 WEEHAW, WI 54987-1025
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NO.	DATE	REVISION

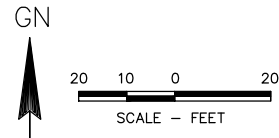
MARCELLA STREET AND KENNEDY AVENUE
VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
RIGHT-OF-WAY PLAT

SURVEYED	DRAWN
DEW	MJA
PROJECT NO. K0001 09-22-00638	
DATE OCTOBER, 2023	
SHEET NO.	

RW10

m:\projects\K0001\92200638\CADD\Civil3D\Survey_Documents\RIGHT_OF_WAY_PLATS\Marcella St. RW Plat.dwg, rw10, Plot Date: 4/1/2024, 1:56 PM, xrefs:###

BASIS FOR EXISTING R/W
 HIGHWAY R/W PLATS,
 CERTIFIED SURVEY MAPS,
 DEEDS AND PROPERTY
 SURVEYS OF RECORD
 SEE TITLE SHEET FOR DETAILS

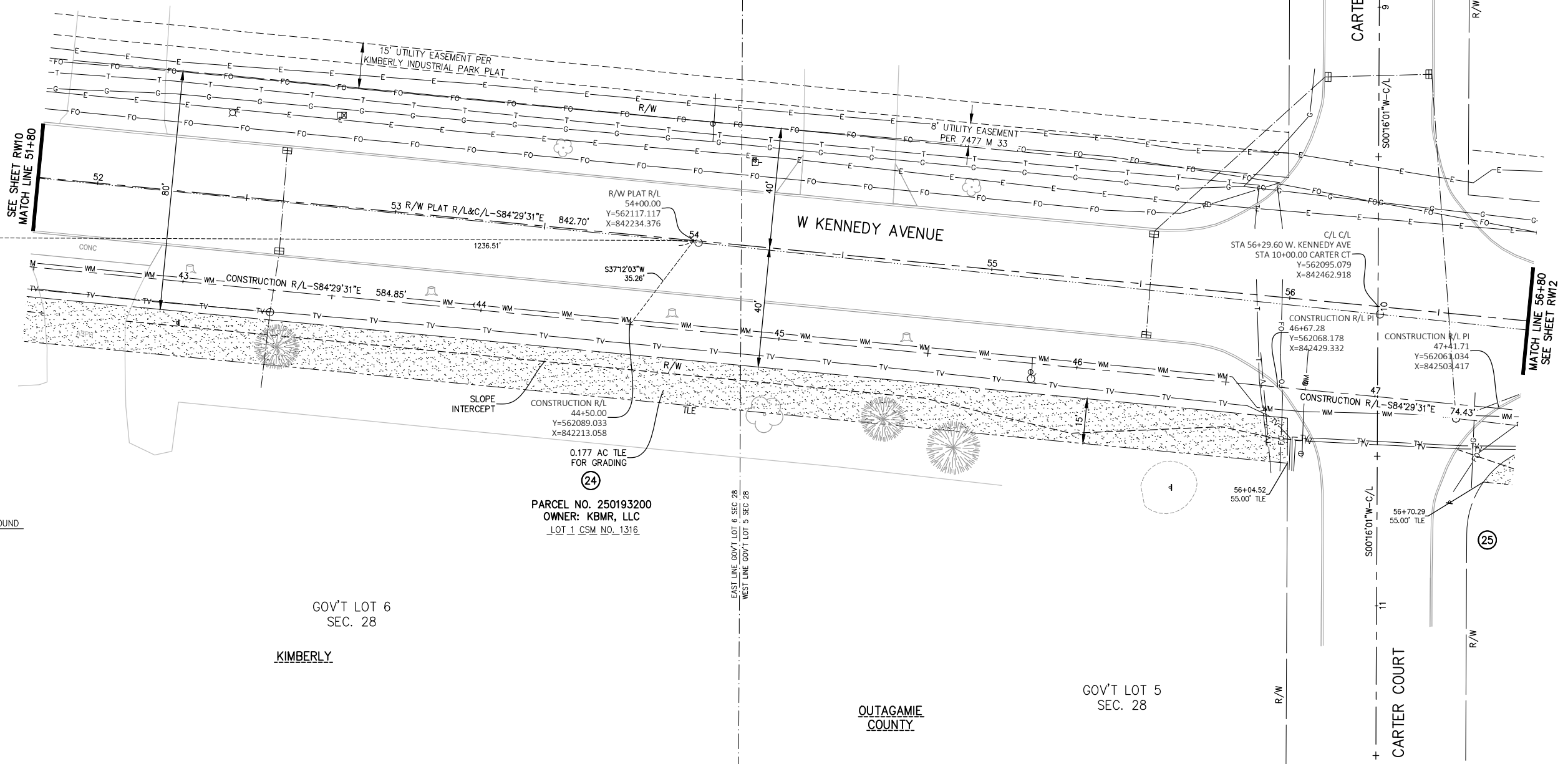
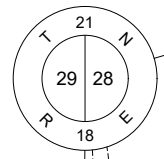


VILLAGE

PARCEL NO. 250194504
 OWNERS: SMS INVESTMENTS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AN UNDIVIDED 19.23% INTEREST
 GALLAGHER INVESTMENT GROUP, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AN UNDIVIDED 19.23% INTEREST
 EAK INVESTCO, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AN UNDIVIDED 14.42% INTEREST
 ANDREW SCHMIDT, AN UNDIVIDED 14.42% INTEREST
 ROBERT A. DEBRUINB A/K/A ROBERT R. DEBRUIN, AN UNDIVIDED 9.62% INTEREST
 P & C INVESTMENTS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AN UNDIVIDED 9.62% INTEREST
 BARBARA A. SCHMIDT, AN UNDIVIDED 9.62% INTEREST
 AND DRG INVESTMENTS, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AN UNDIVIDED 3.84% INTEREST

LOT 2 CSM NO. 7147

OUTAGAMIE COUNTY
 MON NO. 42118292600
 Y=564461.716
 X=841006.631
 PK NAIL
 STA 18+54.16
 0.11' RT



GOV'T LOT 6
 SEC. 28

KIMBERLY

PARCEL NO. 250193200
 OWNER: KBMR, LLC
 LOT 1 CSM NO. 1316

OUTAGAMIE
 COUNTY

GOV'T LOT 5
 SEC. 28

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NO.	DATE	REVISION

MARCELLA STREET AND KENNEDY AVENUE
 VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
 RIGHT-OF-WAY PLAT

SURVEYED	DRAWN
DEW	MJA
PROJECT NO.	
K0001 09-22-00638	
DATE	
OCTOBER, 2023	
SHEET NO.	
RW11	

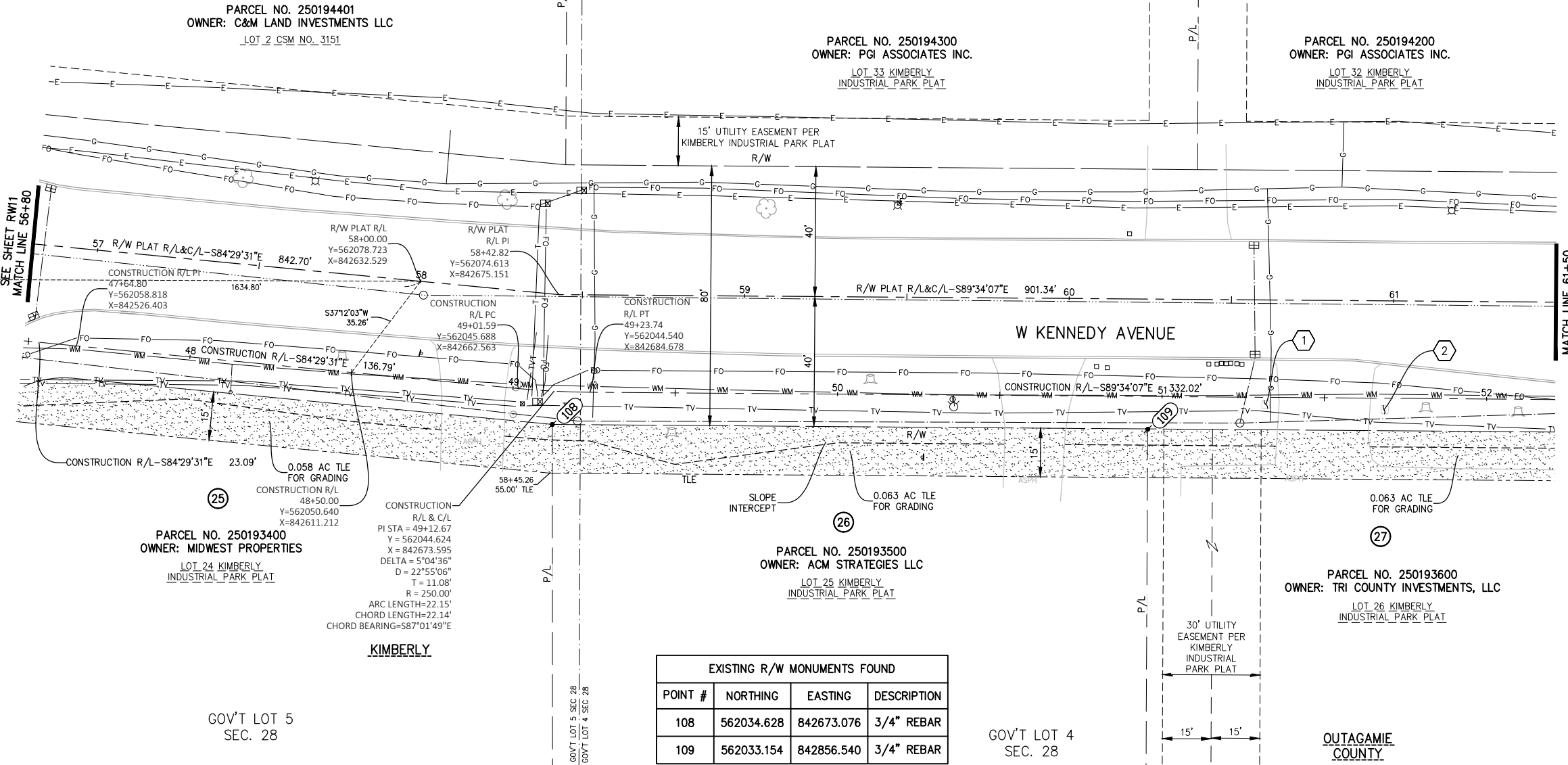
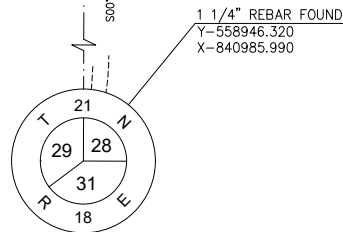
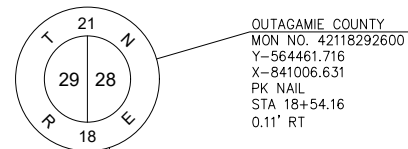
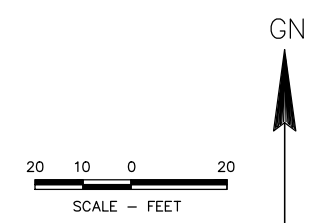
m:\projects\K0001\92200638\CADD\Civil3D\Survey_Documents\RIGHT OF WAY PLATS\Marcella St. RW Plat.dwg, rw11, Plot Date: 4/17/2024, 1:56 PM, xrefs:###

Encroachment Report
 Marcella Street Trail Project, Village of Kimberly, Outagamie County
 WisDOT Project 4989-02-71

Encroachment ID	Parcel #	Approximate Station	Encroachment Description	Existing Right of Way Width from Plat R/L	Distance from R/L to Front of Encroachment	Encroachment Size	Outagamie Co. Parcel ID	Owner Occupant Name and Address	Proposed Action
1	27	51+32, 2' RT	Decorative Landscaping Brick Pillars	40.0'	32.2'	2.5' x 2.5'	250193600	Tri County Investments, LLC	Removed by Owner
2	27	51+68, 2' RT	Decorative Landscaping Brick Pillars	40.0'	32.2'	2.5' x 2.5'	250193600	Tri County Investments, LLC	Removed by Owner

- ENCROACHMENT # SEE ENCROACHMENT REPORT

BASIS FOR EXISTING R/W
 HIGHWAY R/W PLATS,
 CERTIFIED SURVEY MAPS,
 DEEDS AND PROPERTY
 SURVEYS OF RECORD
 SEE TITLE SHEET FOR DETAILS



EXISTING R/W MONUMENTS FOUND			
POINT #	NORTHING	EASTING	DESCRIPTION
108	562034.628	842673.076	3/4\"/>

m:\projects\k0001\92200658\CADD\Civil3D\Survey_Documents\RIGHT OF WAY PLATS\Marcella St. RW Plat.dwg, rw12, Plot Date: 4/1/2024, 1:56 PM, xrefs:###

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NO.	DATE	REVISION

MARCELLA STREET AND KENNEDY AVENUE
 VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
 RIGHT-OF-WAY PLAT

SURVEYED	DRAWN
DEW	MJA
PROJECT NO. K0001 09-22-00638	
DATE OCTOBER, 2023	
SHEET NO. RW12	

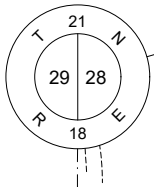
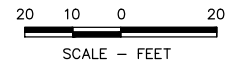
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BASIS FOR EXISTING R/W
HIGHWAY R/W PLATS,
CERTIFIED SURVEY MAPS,
DEEDS AND PROPERTY
SURVEYS OF RECORD
SEE TITLE SHEET FOR DETAILS

Encroachment Report
Marcella Street Trail Project, Village of Kimberly, Outagamie County
WisDOT Project 4989-02-71

Encroachment ID	Parcel #	Approximate Station	Encroachment Description	Existing Right of Way Width from Plat R/L	Distance from R/L to Front of Encroachment	Encroachment Size	Outagamie Co. Parcel ID	Owner Occupant Name and Address	Proposed Action
3	27	52+85, 20' RT	Business Sign and Landscaping	54.7'	31.41'	22' x 22' x 22' (triangle)	250193600	Tri County Investments, LLC	Encroachment to remain

- ENCROACHMENT # SEE ENCROACHMENT REPORT



OUTAGAMIE COUNTY
MON. NO. 42118292600
Y-564461.716
X-841006.631
PK NAIL
STA 18+54.16
0.11' RT

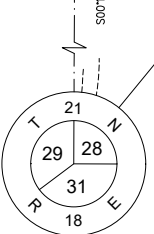
VILLAGE

PARCEL NO. 250194200
OWNER: PGI ASSOCIATES INC.
LOT 32 KIMBERLY INDUSTRIAL PARK PLAT

PARCEL NO. 250193700
OWNER: LUVATA APPLETON LLC
LOT 27 KIMBERLY INDUSTRIAL PARK PLAT

SEE SHEET RW12
MATCH LINE 61+50

MATCH LINE 66+50
SEE SHEET RW14



1 1/4" REBAR FOUND
Y-558946.320
X-840985.990

PARCEL NO. 250193600
OWNER: TRI COUNTY INVESTMENTS, LLC
LOT 26 KIMBERLY INDUSTRIAL PARK PLAT

PARCEL NO. 250192200
OWNER: PARK PLACE HOLDINGS - 711 EISENHOWER LLC
LOT 1 CSM NO. 1073

GOV'T LOT 3
SEC. 28

OUTAGAMIE COUNTY



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NO.	DATE	REVISION

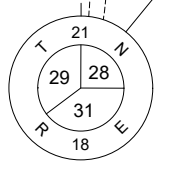
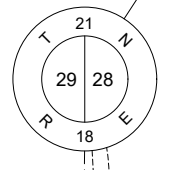
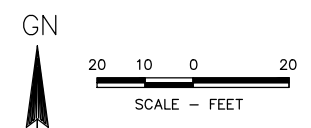
MARCELLA STREET AND KENNEDY AVENUE
VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
RIGHT-OF-WAY PLAT

SURVEYED	DRAWN
DEW	MJA
PROJECT NO.	
K0001 09-22-00638	
DATE	
OCTOBER, 2023	
SHEET NO.	
RW13	

BASIS FOR EXISTING R/W
HIGHWAY R/W PLATS,
CERTIFIED SURVEY MAPS,
DEEDS AND PROPERTY
SURVEYS OF RECORD
SEE TITLE SHEET FOR DETAILS

Curve #	Length	Radius	Chord Direction	Chord Length
C1	10.00'	1810.31'	N87°36'40"W	10.00'
C2	10.00'	1810.31'	N85°23'31"W	10.00'

Line #	Direction	Length
L13	N46°09'50"E	13.84'
L14	S00°03'40"E	10.00'
L15	N00°03'40"W	10.00'
L16	S42°43'35"E	14.71'

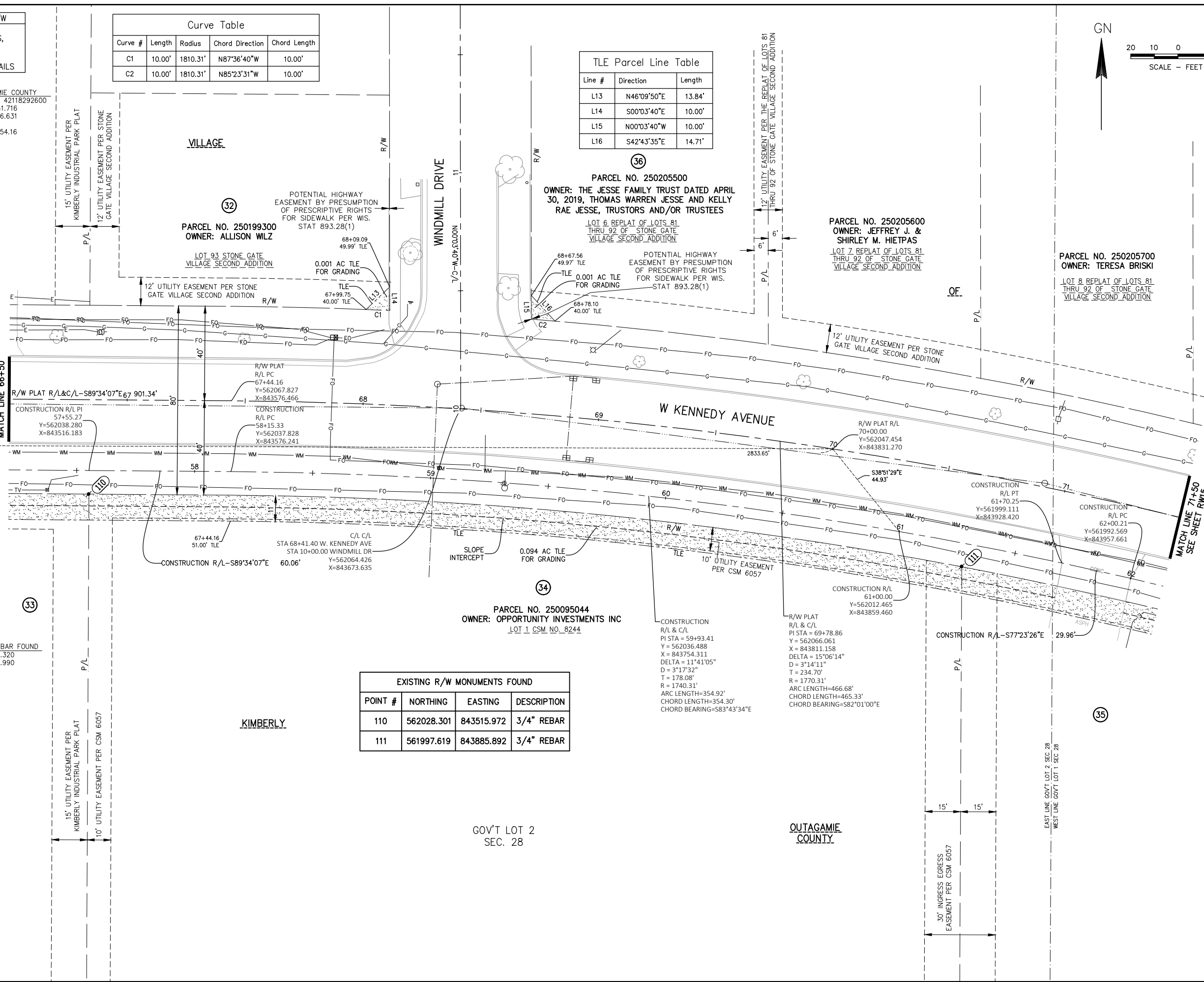


OUTAGAMIE COUNTY
MON NO. 42118292600
Y=564461.716
X=841006.631
PK NAIL
STA 18+54.16
0.11' RT

1 1/4" REBAR FOUND
Y=558946.320
X=840985.990

SEE SHEET RW13
MATCH LINE 66+50

MATCH LINE 71+50
SEE SHEET RW15



POINT #	NORTHING	EASTING	DESCRIPTION
110	562028.301	843515.972	3/4" REBAR
111	561997.619	843885.892	3/4" REBAR

GOV'T LOT 2
SEC. 28

OUTAGAMIE
COUNTY

PARCEL NO. 250205500
OWNER: THE JESSE FAMILY TRUST DATED APRIL
30, 2019, THOMAS WARREN JESSE AND KELLY
RAE JESSE, TRUSTORS AND/OR TRUSTEES

PARCEL NO. 250205600
OWNER: JEFFREY J. &
SHIRLEY M. HIETPAS

PARCEL NO. 250205700
OWNER: TERESA BRISKI

PARCEL NO. 250095044
OWNER: OPPORTUNITY INVESTMENTS INC
LOT 1 CSM NO. 8244

CONSTRUCTION
R/L & C/L
PI STA = 59+93.41
Y = 562036.488
X = 843754.311
DELTA = 11°41'05"
D = 3°17'32"
T = 178.08'
R = 1740.31'
ARC LENGTH=354.92'
CHORD LENGTH=354.30'
CHORD BEARING=583°43'34"E

CONSTRUCTION R/L
61+00.00
Y=562012.465
X=843859.460

R/W PLAT R/L
70+00.00
Y=562047.454
X=843831.270

CONSTRUCTION
R/L PT
61+70.25
Y=561999.111
X=843928.420

CONSTRUCTION
R/L PC
62+00.21
Y=561992.569
X=843957.661

PARCEL NO. 250199300
OWNER: ALLISON WILZ

LOT 93 STONE GATE
VILLAGE SECOND ADDITION

LOT 6 REPLAT OF LOTS 81
THRU 92 OF STONE GATE
VILLAGE SECOND ADDITION

LOT 7 REPLAT OF LOTS 81
THRU 92 OF STONE GATE
VILLAGE SECOND ADDITION

LOT 8 REPLAT OF LOTS 81
THRU 92 OF STONE GATE
VILLAGE SECOND ADDITION

MCMAHON
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MCMAHON ASSOCIATES, INC.
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NO.	DATE	REVISION

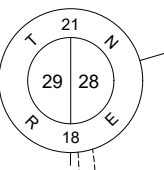
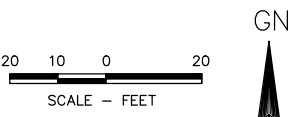
MARCELLA STREET AND KENNEDY AVENUE
VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
RIGHT-OF-WAY PLAT

SURVEYED	DRAWN
DEW	MJA
PROJECT NO. K0001 09-22-00638	
DATE OCTOBER, 2023	
SHEET NO. RW14	

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BASIS FOR EXISTING R/W
HIGHWAY R/W PLATS,
CERTIFIED SURVEY MAPS,
DEEDS AND PROPERTY
SURVEYS OF RECORD
SEE TITLE SHEET FOR DETAILS

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C3	10.00'	1779.04'	N77°35'39"W	10.00'
C4	10.00'	1779.04'	N79°53'13"W	10.00'



OUTAGAMIE COUNTY
MON NO. 42118292600
Y=564461.716
X=841006.631
PK NAIL
STA 18+54.16
0.11' RT

PARCEL NO. 250205800
OWNER: RACHEL JOLIVARD
LOT 9 REPLAT OF LOTS 81
THRU 92 OF STONE GATE
VILLAGE SECOND ADDITION

PARCEL NO. 250205900
OWNER: JEFFREY D. &
SARAH E. RING
LOT 10 REPLAT OF LOTS 81
THRU 92 OF STONE GATE
VILLAGE SECOND ADDITION

TLE Parcel Line Table		
Line #	Direction	Length
L17	N51°10'20"E	12.52'
L18	S00°03'40"E	10.00'
L19	N00°03'40"W	10.00'
L20	S39°58'27"E	15.34'

PARCEL NO. 250189400
OWNER: JEROME A. HAEN
REVOCABLE LIVING TRUST
LOT 44 STONE GATE
VILLAGE FIRST ADDITION

PARCEL NO. 250189300
OWNER: DAVID NOVY
& KATHRYN A. MAHLOCH
LOT 43 STONE GATE
VILLAGE FIRST ADDITION

PARCEL NO. 250095017
OWNER: L & D REAL ESTATE INVESTMENT, LLP
LOT 1 CSM NO. 6057

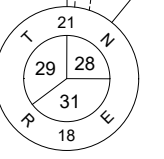
PARCEL NO. 250095902
OWNER: VANDEN BOOM VERSTEGEN PROPERTIES, LLC,
LOT 1 CSM NO. 8055

EXISTING R/W MONUMENTS FOUND			
POINT #	NORTHING	EASTING	DESCRIPTION
101	561907.824	844246.595	3/4" REBAR

CONSTRUCTION
R/L & C/L
PI STA = 63+77.86
Y = 561946.507
X = 844129.216
DELTA = 0°02'50"
D = 3°05'55"
T = 0.76'
R = 1849.04'
ARC LENGTH=1.52'
CHORD LENGTH=1.52'
CHORD BEARING=S74°29'18"E

CONSTRUCTION
R/L & C/L
PI STA = 64+54.04
Y = 561926.979
X = 844202.857
DELTA = 3°08'07"
D = 3°05'55"
T = 50.60'
R = 1849.04'
ARC LENGTH=101.18'
CHORD LENGTH=101.17'
CHORD BEARING=S76°50'56"E

1 1/4" REBAR FOUND
Y=558946.320
X=840985.990



m:\projects\K0001\92200658\CADD\Civil3D\Survey_Documents\RIGHT OF WAY PLATS\Marcella St. RW Plat.dwg, rw15, Plot Date: 4/1/2024, 1:56 PM, xrefs:###

McMAHON
ENGINEERS & SURVEYORS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-0025
PH 920.751.4200 FAX 920.751.4284 MCMGRP.COM

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NO.	DATE	REVISION

MARCELLA STREET AND KENNEDY AVENUE
VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WI
RIGHT-OF-WAY PLAT

SURVEYED	DRAWN
DEW	MJA
PROJECT NO. K0001 09-22-00638	
DATE OCTOBER, 2023	
SHEET NO. RW15	

**VILLAGE OF KIMBERLY
OUTAGAMIE COUNTY, WISCONSIN
RESOLUTION NUMBER 6, SERIES OF 2024**

DISTRIBUTION EASEMENT UNDERGROUND

WHEREAS, Wilson Place LLC, a Wisconsin limited liability company, is the land owner, and the Village of Kimberly has an easement to a strip of land twelve (12) feet width being part of Lot One (1) of Certified Survey Map No. 8407 on parcel 250089208 and are referred to as “Grantor”; and

WHEREAS, WE Energies as the “Grantee” has requested an easement for the transmission and distribution of electrical power to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof.

WHEREAS, WE Energies will have the right to enter and use this strip of land twelve (12) feet width on Lot One (1) of Certified Survey Map No. 8407 on parcel 250089208 with full rights of ingress and egress for the purpose of exercising its rights in the easement area.

NOW THEREFORE, BE IT RESOLVED, that the Village Board does hereby approve Granting a Distribution Easement Underground to WE Energies.

Adopted this 29th day of April, 2024.

VILLAGE OF KIMBERLY

Charles A. Kuen, Village President

SEAL

Jennifer Weyenberg, Clerk-Treasurer

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4964012** IO NO. **5469**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **WILSON PLACE LLC, a Wisconsin limited liability company, and VILLAGE OF KIMBERLY, a Wisconsin municipal corporation**, hereinafter referred to as "Grantor", owners of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as **a strip of land twelve (12) feet in width** being part of **Lot One (1) of Certified Survey Map No. 8407**, as recorded in the Office of the Register of Deeds for Outagamie County, Wisconsin, as **Document No. 2280011**, being part of **Government Lot 8 of Section 26, Township 21 North, Range 18 East**, Village of Kimberly, Outagamie County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

250089208
(Parcel Identification Number)

- 1. Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- 6. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
- 7. Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
- 8. Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

Grantor:

WILSON PLACE LLC, a Wisconsin limited liability company

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

Acknowledged before me in _____ County, Wisconsin, on _____, 2024,
by _____ and _____,
Member(s) of WILSON PLACE LLC, a Wisconsin limited liability company, in its name and on its behalf.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

Grantor:

VILLAGE OF KIMBERLY, a Wisconsin municipal corporation

By: _____
Signature

Print Name and Title

By: _____
Signature

Print Name and Title

Personally came before me in Outagamie County, Wisconsin on _____, 2024, the above
named _____, the _____ (Title)
and _____, the _____ (Title)
of the VILLAGE OF KIMBERLY, a Wisconsin municipality, for the municipal corporation, by its authority, and pursuant to
Resolution File No. _____ adopted by its _____
on _____, 2024.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Erin Kube on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

TEMPORARY EXHIBIT "A"
Final survey and exhibit to be completed by We Energies surveyor prior to recording



LOT 2
CSM 8172

LOT 1
CSM 8407

40 22U9646
300-3-120/208V
RETAG C PHASE

30 METER
**1Ø 100A
120/240V**

20 24U
**25C-120/240V
STD 288-06.9**

Existing 12' utility easement per CSM 8407

12' wide easement area highlighted in yellow



IF FUTURE SIDEWALK
INSTALLED PRIOR TO
CONSTRUCTION, ADDITIONAL
FEES WILL APPLY.

WALKING
PATH

PROPOSED
EASEMENT

23'±

5'

10'

2-F16
2-2" D
20'

12'

R/W

F17-

FUTURE
SIDEWALK

2" PE

10 SPLICES

STORM
SEWER

E PAPERMILL RUN

50 23-2191
45-3
FUSED AT 65K
E OAK ST
**RETAG
C PHASE**

N PINE ST

Gov Lot 8 of Sec 26, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, WI