



VILLAGE OF KIMBERLY, WI

NOTICE OF VILLAGE BOARD MEETING

DATE: Monday, December 11, 2023
TIME: 6:00pm
LOCATION: Village Hall, Rick J. Hermus Council Chambers
515 W. Kimberly Ave.
Kimberly, WI 54136

Notice is hereby given that a Village Board meeting will be held on Monday, December 11, 2023, at the Village Hall. This meeting is open to the public and the agenda is listed below.

- 1) Call to Order
- 2) Roll Call
- 3) Moment of Silent Reflection, Pledge of Allegiance
- 4) President's Remarks
- 5) Approval of Minutes from the 12/04/23 meeting
- 6) Unfinished Business
 - a) None
- 7) New Business for Consideration and Approval
 - a) Second Amendment to Rivers Edge Development Agreement
 - b) Certificate of Payment #1 to Speedy Clean Drain & Sewer in the amount of \$46,523.06 for 2023 Sanitary Sewer and Storm Sewer Cleaning and Televising
 - c) Certificate of Payment #3 to MCC Inc. in the amount of \$302,822.49 for 2023 Grading and Graveling for the Blue Development
 - d) Waste Oil Equipment Purchase for Street and Parks Building
 - e) New Oil Equipment Purchase for Street and Parks Building
 - f) Kayak System and Rental Vendor for Sunset Park Kayak Launch
 - g) Appoint Election Inspectors to 2024-2025 term

- 8) Public Participation
- 9) Adjournment

Village Board VIRTUAL OPTION

Dec 11, 2023, 6:00 – 6:30 PM (America/Chicago)

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REGULAR MEETING OF THE KIMBERLY VILLAGE BOARD
MINUTES
NOVEMBER 4, 2023

President Kuen called the meeting to order at 6:00 pm. Appearing in person were President Kuen, Trustees Gaffney, Trentlage, Karner, Hietpas, Hruzek, Hammen. Also present were Administrator/Community Development Director Mahoney, Clerk-Treasurer Weyenberg, Director of Public Works/Zoning Administrator Ulman, Community Enrichment Director Femal, FVMPD Chief Meister, Brad Werner with McMahon & Associates and a member of the media.

President's Remarks

Thank you to Community Enrichment Director Holly Femal and crew for their work on the Holiday at the Pond event on 12/3/23. Their hard work is greatly appreciated. President Kuen also wanted to clear up confusion about the landscaping at the new Streets and Parks building. While the vote at a prior meeting was to remove it from the master plan, there will still be proper grading and seeding. It will now be handled in-house using village resources and local vendors. The flagpole is also not disappearing.

Approval of Minutes from the 11-20-2023 and 11-27-2023 Meetings

Trustee Hammen moved, Trustee Karner seconded the motion to approve the Village Board minutes from 11-20-2023 and 11-27-2023. The motion carried by unanimous vote of the board.

Unfinished Business:

None

New Business:

Verhagen Park Playground Equipment Replacement

Trustee Trentlage moved, Trustee Hammen seconded the motion to replace the Verhagen Park playground equipment using Lee Recreation, LLC. President Kuen stated that the money would come from the Park Improvement Trust Fund (\$81,112) and the Park Impact Fee Trust Fund (\$10,000) The motion carried by a roll call vote 7-0.

Automated Refuse Truck Body Purchase

Trustee Karner moved, Trustee Trentlage seconded the motion to pay R.N.O.W. \$153,239.50 for the Labrie body. Director Ulman explained that if we pay for the truck body now, the manufacturer will honor the price even though we will not receive the product until 2025. This would save us approximately \$24,000. The cost of the truck body will be paid through the Street Equipment Trust Fund. The motion carried by a roll call vote 7-0.

Reports:

Chief of Police

Chief Meister mentioned the overnight parking restrictions went into effect as of December 1st. There was a social media blast to let people know about the parking changes. There is a way to request an exception on the Fox Valley Metro Police Department website. At the most recent Village of Little Chute board meeting, a budget adjustment was on the agenda regarding a drone purchase. Once that is approved, the drone will be ordered. The FVMPD is now down 2 CSO positions but are hoping to be able to fill those positions soon. There

was a recent incident where a media release was given out by Chief Meister. This was an isolated event and not a threat to the community.

Director of Public Works/Zoning Administrator

Director Ulman noted that the village has sold \$27,224 worth of excess equipment this month. There was a new Street Dept employee, Dean Domingos, that started on November 13th. The administrative staff will be located at the Village Hall starting on December 6th and are in the process of moving over until the new building is completed.

Community Enrichment Director

Director Femal noted in addition to her report, the village is working alongside the Project Green group at Kimberly High School as they plan and design a new decal for the new garbage truck.

Library Director

Director Selwitschka was not in attendance at this meeting. There were no questions or comments regarding her report.

Community Development Director / Administrator

Director Mahoney stated there is a consideration of the revised development agreement for the Rivers Edge subdivision that will be presented at an upcoming meeting in an open session. The developer for the Blue at the Trails Development is working on financing for the construction with the bank. Updates to the site plan are in the works. Director Mahoney has a meeting scheduled with US Venture coming up to discuss efforts related to their corporate office. There was discussion regarding Act 12 and the impact to the Village is minimal.

Clerk – Treasurer

Clerk Weyenberg stated that we are in the final stage of getting everything finalized for the tax bills. It’s anticipated that the residents should see them hit their mailboxes within the next week or so. Staff took advantage of training opportunities in regards to elections and year-end payroll.

Public Participation

None

Adjournment

Trustee Hammen moved, Trustee Karner seconded the motion to adjourn. The motion carried by unanimous vote at 6:27 pm.

Jennifer Weyenberg
Clerk-Treasurer

Dated 12/05/2023.
Drafted by ELZ
Approved by Village Board _____



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Consider Second Amendment to Rivers Edge Development Agreement

REPORT PREPARED BY: Maggie Mahoney, Administrator

REPORT DATE: December 11, 2023

EXPLANATION:

The Developers for the Rivers Edge development requested a second amendment to the development agreement to add one additional year and adjust the benchmarks in those remaining three years due to the current housing construction market.

Staff worked with our financial advisors at Baird on scenarios to find one that was agreeable to both the Village and the Developer. The following summarizes the substantive existing and proposed changes, which are recommended by Baird and ensures the Village will breakeven.

Current benchmark amounts and timeline:

1. All projects must be completed by Dec 31, 2024
2. The following are current benchmarks:
 1. \$2,000,000 above initial value by Jan 1, 2021 (met)
 2. \$6,000,000 above initial value by Jan 1, 2022 (met)
 3. \$12,230,100 above initial value by Jan 1, 2023 (met) – actual is \$13,247,800
 4. \$19,230,100 above initial value by Jan 1, 2024
 5. \$21,230,100 above initial value by Jan 1, 2025
3. Total Construction Increment required is \$21,230,100 above the initial land value.

Revised scenario with revised benchmark amounts, adding additional year:

All projects must be completed by Dec 31, **2025**

The following are revised benchmarks for final **three** years:

1. \$2,000,000 above initial value by Jan 1, 2021 (met)
2. \$6,000,000 above initial value by Jan 1, 2022 (met)
3. \$12,230,100 above initial value by Jan 1, 2023 (met) – actual is \$13,247,800
4. **\$16,012,800** above initial value by Jan 1, 2024
5. **\$18,777,800** above initial value by Jan 1, 2025
6. **\$21,542,800** above initial value by Jan 1, 2026

Total Construction Increment required is \$21,542,800 above the initial land value—**this is an increase of \$312,700 of increment, which has been spread out equally over the three years.** \$2,765,000 increment each year for the remaining three years.

The maximum incentive payment to the Developer will remain unchanged at \$3,260,392 and payment shall remain calculated at 80% of the increment generated each year until that maximum is met.

Attorney Koehler drafted the attached amended and restated developers agreement and the Developers have agreed to these terms as presented.

The current and updated proforma dated 10/11/23 are also attached and illustrate the summary above.

The Developers have met the initial three increment benchmarks are continuing to build. Staff recommends making this adjustment to be responsive to reality of the current cost of housing construction and work with them to meet the increment benchmarks of the agreement for our mutual benefit.

RECOMMENDED ACTION: Staff recommends approval of the Second Amendment of the Rivers Edge Developers Agreement as presented.

ATTACHMENTS:

1. Rivers Edge Amended and Restated Development Agreement
2. Rivers Edge Updated Proforma 10.11.23

**TAX INCREMENT DISTRICT NO. 6
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(Rivers Edge Subdivision)**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT is dated as of the ____ day of December, 2023, by and between, Rivers Edge of Kimberly Inc. and Bostad Builders LLC (collectively “Developer”), and the Village of Kimberly, a Wisconsin municipal corporation (“Village”). References to Developer shall mean joint and several liability of Rivers Edge of Kimberly Inc. and Bostad Builders LLC except as expressly stated otherwise below.

The prior Amended and Restated Agreement dated May 30, 2019 only changed the name of the Developer from Green Viper Inc. to Rivers Edge of Kimberly Inc. All other terms and conditions of the original Development Agreement dated May 20, 2019 remain unchanged as previously approved by the Village of Kimberly Board of Trustees.

The purpose of this Amended and Restated Agreement is made only to extend the timing for achieving the minimum required assessed value by one (1) year from January 1, 2025 to January 1, 2026 and to change the minimum required assessment for the dates of January 1, 2024 and January 1, 2025, and to add a minimum required assessment amount for January 1, 2026. All other terms of the original Development Agreement dated May 20, 2019, and prior Amended and Restated Agreement dated May 30, 2019 remain unchanged, including but not limited to, the maximum total of all annual incentive payments not exceeding \$3,260,392.00, which incentive payments shall remain calculated at 80% of the increment generated in any given year, despite any illustrations contrary to the amended annual minimum required assessment amounts herein.

BACKGROUND RECITALS

- A. Agreement to Purchase / Property.** Developer has entered, or will enter, into an agreement to purchase and intends to acquire parcels of real property located in the Village and legally described on **Exhibit A** attached hereto (the “**Property**”), including only Lots 1-4, 7-8, 11-25, and 27-48 of Rivers Edge Plat.

- B. Tax Increment District No. 6.** Effective January 1, 2016, the Village created a Tax Increment District No. 6 (“**District**”) pursuant to Section 66.1105, Wis. Stat. (“**Tax Increment Law**”) and approved a plan for the redevelopment of the Mill Site (“**Mill Site**”). The Property is located within the boundaries of the District. The Village desires to encourage economic development, to expand its tax base, and to create new jobs within the Village, the District and the Property. The Village finds that the development of the Property and the fulfillment of the terms and conditions of this Agreement are in the vital and best interests of the Village and its residents and serve a public purpose in accordance with state and local law.

- C. Projects.** The scope of Projects related to the development of the Rivers Edge Subdivision are as listed:
 - a. Single Family Residential Project.** Subject to obtaining the benefits set forth herein, Owner intends to develop forty-one (41) residential homes (“**HOMES**”) on

forty-one (41) parcels of the Property in the Village as part of Rivers Edge Subdivision, as put forth on **Exhibit B**. The Property on which the Projects will be constructed have been defined by the Developer and have been approved by the Village as Lots 1-4, 7-8, 11-25, and 28-42, 44-48 of Rivers Edge Subdivision.

- b. Planned Unit Development I Project.** Subject to obtaining the benefits set forth herein, Owner intends to develop twenty-seven (27) single-family owner-occupied attached dwelling units (“**UNITS I**”) on twenty-seven (27) parcels of the Property in the Village as part of Rivers Edge Subdivision, as put forth on **Exhibit B**. The Property on which the Projects will be constructed have been defined by the Developer and have been approved by the Village as Lot 43 of Rivers Edge Subdivision.
 - c. Planned Unit Development II Project.** Subject to obtaining the benefits set forth herein, Owner intends to develop nine (9) single-family owner-occupied attached dwelling units (“**UNITS II**”) on nine (9) parcels of the Property in the Village as part of Rivers Edge Subdivision, as put forth on **Exhibit B**. The Property on which the Projects will be constructed have been defined by the Developer and have been approved by the Village as Lot 27 of Rivers Edge Subdivision.
- D. Encouraging Economic Development.** The Village desires to encourage economic development, to expand its tax base, and to create new jobs within the Village, the District, and the Property. The Village finds that the development of the Property and the fulfillment of the terms and conditions of this Agreement are in the vital and best interests of the Village and its residents and serve a public purpose in accordance with state and local law.
- E. Financial Assistance Required.** The acquisition of the Property and development of the Projects would not occur without the financial assistance to be provided to the Developer as set forth herein.
- F. Village Authorization.** The Village Board has authorized the Village Administrator to execute this Agreement on the Village’s behalf. The Village Administrator can only execute this Agreement after appropriate approval is granted by the Village Board at a duly called and posted Village Board Meeting.
- G. Developer Authorization.** The Developer has approved this Agreement and authorized the execution of this Agreement by the appropriate representatives, which have signed this Agreement below, on the Developer’s behalf which signatures bind the Developer to all terms and conditions herein.
- H. Capitalized Terms.** All terms that are capitalized but not defined in this Agreement and that are defined under the Tax Increment Law shall have the definitions assigned to such terms by the Tax Increment Law.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals and the promises and undertakings set forth herein, the parties mutually agree and covenant as follows:

ARTICLE I
DEVELOPER OBLIGATIONS AND REPRESENTATIONS

- A. Design and Construction.** Developer will design and construct the Projects in accordance with all applicable State and Village zoning and building codes, ordinances and regulations, storm water, sanitary sewer, Rivers Edge Subdivision Covenants and other public and private utility requirements.
- a.** Sidewalks will not be placed at the time of road construction of Rivers Edge Drive and Papermill Run. Construction of sidewalks will be the responsibility and cost of the Developer and/or property owner. All sidewalks, other than in the two Planned Unit Developments, must be installed at the earlier of (i) within six months of occupancy or (ii) December 31, 2025.
 - b.** All driveway aprons will be the responsibility and cost of the Developer and/or property owner and construction costs will not have the ability to be financed under the terms of the Village special assessment procedures.
 - c.** Developer and/or property owner will be responsible for the plant maintenance of buffers and screenings around the WE Energies Substation within the Property, but not for the plant maintenance within the Village right-of-way.
 - d.** Developer agrees to design and construct the Projects in accordance with the Rivers Edge Subdivision Covenants issued by the Village and recorded with the Register of Deeds for Outagamie County as Document No. 2128920.
 - e.** Developer agrees to design and construct the Project in accordance with the Rivers Edge Subdivision Continuing Disclosures issued by the Wisconsin Department of Natural Resources, recorded with the Register of Deeds for Outagamie County on September 12, 2018 as Document No. 2143101 (“Continuing Disclosures”).
 - f.** Developer acknowledges receipt and signature of the Continuing Disclosures applicable to the Property and recorded with the Rivers Edge Subdivision Plat.
 - g.** Developer will design and construct the Projects in accordance with all applicable State and Village zoning and building codes, ordinances, covenants, continuing disclosures, regulations and storm water requirements.
 - h.** Developer may, at its discretion, clear and grub the shoreland (Lots 11-21) in accordance with Village of Kimberly Municipal Ordinance Chapter 508 Shoreland-Wetland Zoning and Wisconsin Administrative Code NR 117 Wisconsin City and Village Shoreland-Wetland Protection Program, further subject to other federal, state, county and/or Wisconsin Department of Natural Resources laws or regulations that may apply now or in the future.
 - i.** The interior streets and infrastructure of Planned Unit Development I Project (UNITS I) and Planned Unit Development II Project (UNITS II) will be graded, graveled, installed and paved by the Developer. All such streets will be private streets to be

maintained by Developer and/or owners under one or two separate Planned Unit Development Agreements, to be negotiated further between Developer and Village independently of this Agreement.

- j. Developer agrees that there will not be public sidewalks along the interior streets of UNITS I and UNITS II. The installation of sidewalks within UNITS I and UNITS II will be at the discretion of the Developer.
- k. Developer will prepare and present for negotiation and approval by the Village, a planned unit agreement for both or each of UNITS I and UNITS II. The Planned Unit Development Projects will have either an individual planned unit agreements or combined planned unit agreement.

B. Financial Assistance Requirements. Developer represents to the Village that development of the Projects without the benefits provided by the Village to Developer under Article II, herein, would not be financially viable and but for such benefits Developer would not proceed with such development as currently contemplated.

C. Purchase Price Incentive. Rivers Edge of Kimberly Inc. agrees to purchase the Property for \$2,410,000.00 as legally described on **Exhibit A**, from the Village. The purchase shall be closed on or before May 31, 2019. The Village will convey title by warranty deed subject to easements, restrictions, and covenants of record. The purchase price of the land is a “discounted” price and does not reflect fair market value, as an added incentive grant to Developer, and is not to be considered the fair market value of the land by the Village assessor for real estate tax purposes. This purchase price of \$2,410,000.00 reflects an agreed discount grant incentive in the amount of \$985,628.00, without which the purchase price would have been \$3,395,628.00

D. Commencement, Completion, Assessed Value Requirements. Developer shall commence construction on one or more of the Projects on or before June 30, 2019 and shall complete construction of all forty-one (41) HOMES, twenty-seven (27) UNITS I and nine (9) UNITS II by December 31, 2025. The Projects combined must be of sufficient size, quality and condition to generate an increase in assessed value equal to or greater than \$21,230,100.00 above the Initial Assessed Value of the lots actually purchased, as mutually determined by the Village and the Developer as \$2,809,900.00. A detailed schedule of the Initial Assessed Values as shown in **Exhibit B**. [Lots 5, 6, 9, 10, and 26 are not being purchased and are not subject to Developer’s obligations under this Development Agreement even though shown on **Exhibit B**.]

The Projects combined must be of sufficient size, quality and condition to generate an increase in assessed value equal to or greater than \$2,000,000.00 above the Initial Assessed Value on or before January 1, 2021. The Projects combined must be of sufficient size, quality and condition to generate an increase in assessed value equal to or greater than \$6,000,000.00 above the Initial Assessed Value on or before January 1, 2022. The Projects combined must be of sufficient size, quality and condition to generate an increase in assessed value equal to or greater than \$12,230,100.00 above the Initial Assessed Value on or before January 1, 2023. The Projects combined must be of sufficient size, quality and condition to generate an increase in assessed value equal to or greater than \$16,012,800

above the Initial Assessed Value on or before January 1, 2024. The Projects combined must be of sufficient size, quality and condition to generate an increase in assessed value equal to or greater than \$18,777,800 above the Initial Assessed Value on or before January 1, 2025. The Projects combined must be of sufficient size, quality and condition to generate an increase in assessed value equal to or greater than \$21,542,800 above the Initial Assessed Value on or before January 1, 2026.

The current assessed value of the Property, as shown in **Exhibit B** is \$2,809,900.00.

Benchmarks and associated Payments in Lieu of Taxes are as follows:

- a. Developer's Projects must assess at \$4,809,900.00 (which includes the current assessed land value of \$2,809,900.00, and both land and improvements) or greater for tax purposes as of January 1, 2021. If the assessed value were to not increase to \$4,809,900.00 for any reason by January 1, 2021, the Developer, jointly and severally, expressly covenant and guarantee to pay a Payment in Lieu of Taxes (PILOT) equal to the difference between the assessed value and \$4,809,900.00 guaranteed amount, multiplied by the current mill rate of all taxing jurisdictions. The Developer is still responsible for paying the usual tax bill in addition to the PILOT. The PILOT only covers the difference in taxes between the assessed value and the guarantee improvement value agreed to in this Agreement.
- b. Developer's Projects must assess at \$8,809,900.00 (which includes the current assessed land value of \$2,809,900.00, and both land and improvements) or greater for tax purposes as of January 1, 2022. If the assessed value were to not increase to \$8,809,900.00 for any reason by January 1, 2022, the Developer, jointly and severally, expressly covenant and guarantee to pay a Payment in Lieu of Taxes (PILOT) equal to the difference between the assessed value and \$8,809,900.00 guaranteed amount, multiplied by the current mill rate of all taxing jurisdictions. The Developer is still responsible for paying the usual tax bill in addition to the PILOT. The PILOT only covers the difference in taxes between the assessed value and the guarantee improvement value agreed to in this Agreement.
- c. Developer's Projects must assess at \$15,040,000.00 (which includes the current assessed land value of \$2,809,900.00, and both land and improvements) or greater for tax purposes as of January 1, 2023. If the assessed value were to not increase to \$15,040,000.00 for any reason by January 1, 2023, the Developer, jointly and severally, expressly covenant and guarantee to pay a Payment in Lieu of Taxes (PILOT) equal to the difference between the assessed value and \$15,040,000.00 guaranteed amount, multiplied by the current mill rate of all taxing jurisdictions. The Developer is still responsible for paying the usual tax bill in addition to the PILOT. The PILOT only covers the different in taxes between the assessed value and the guarantee improvement value agreed to in this Agreement.
- d. Developer's Projects must assess at \$18,822,700.00 (which includes the current assessed land value of \$2,809,900.00, and both land and improvements) or greater for tax purposes as of January 1, 2024. If the assessed value were to not increase to \$18,822,700 for any reason by January 1, 2024, the Developer, jointly and

severally, expressly covenant and guarantee to pay a Payment in Lieu of Taxes (PILOT) equal to the difference between the assessed value and \$18,822,700 guaranteed amount, multiplied by the current mill rate of all taxing jurisdictions. The Developer is still responsible for paying the usual tax bill in addition to the PILOT. The PILOT only covers the different in taxes between the assessed value and the guarantee improvement value agreed to in this Agreement.

- e. Developer's Projects must assess at \$21,587,700 (which includes the current assessed land value of \$2,809,900.00, and both land and improvements) or greater for tax purposes as of January 1, 2025. If the assessed value were to not increase to \$21,587,700 for any reason by January 1, 2025, the Developer, jointly and severally, expressly covenant and guarantee to pay a Payment in Lieu of Taxes (PILOT) equal to the difference between the assessed value and \$21,587,700 guaranteed amount, multiplied by the current mill rate of all taxing jurisdictions. The Developer is still responsible for paying the usual tax bill in addition to the PILOT. The PILOT only covers the different in taxes between the assessed value and the guarantee improvement value agreed to in this Agreement.
- f. Developer's Projects must assess at \$24,352,700 (which includes the current assessed land value of \$2,809,900.00, and both land and improvements) or greater for tax purposes as of January 1, 2026. If the assessed value were to not increase to \$24,352,700 for any reason by January 1, 2026, the Developer, jointly and severally, expressly covenant and guarantee to pay a Payment in Lieu of Taxes (PILOT) equal to the difference between the assessed value and \$24,352,700 guaranteed amount, multiplied by the current mill rate of all taxing jurisdictions. The Developer is still responsible for paying the usual tax bill in addition to the PILOT. The PILOT only covers the different in taxes between the assessed value and the guarantee improvement value agreed to in this Agreement.

E. Minimum Assessed Value Requirement. Developer recognizes, acknowledges, and agrees that the Village is taking on significant risk by granting incentives agreed to in this Agreement. Therefore, Developer must maintain at least a combined increased improved assessed value equal to or greater than \$21,542,800 above the Initial Assessed Value, as mutually determined by the Village and the Developer as \$2,809,900.00, for these parcels starting January 1, 2026 and for the remainder of the life of the District.

F. Developer Construction of Infrastructure.

- i. **Planned Unit Development I and II Streets.** Due to the size, nature of the contemplated development and nature and condition of the Projects, Developer shall, at its sole cost construct private roads, based on road designs approved in advance by the Village, within the UNITS I and UNITS II Properties to service the Projects as illustrated in the Approved Plan, shown on **Exhibit D**. These private roads will remain private and will not be dedicated to the Village and therefore shall be maintained by the Developer or Association of lot owners as set forth in the Planned Unit Development Agreements to be prepared and approved by Developer and the Village.

1. The roads shall be constructed to Village specifications, except that asphalt pavement of sufficient thickness (thickness to be approved by the Village in advance), may be utilized in lieu of concrete pavement.
 2. The Developer shall grant permanent and temporary utility easements within or adjacent to these roads to the Village as required at the discretion of the Village as a condition of utility service to the Projects.
- ii. **Single Family Project Streets.** Rivers Edge Drive and Papermill Run within the Development have been graded and graveled and will be paved by the Village at Village expense at such time deemed reasonably appropriate by the Village taking into account various factors such as financing, construction opportunity, and other construction activities within the Development. The trail along Papermill Run will also be paved by the Village. The cost of the work will not be assessed to the abutting property owners within Rivers Edge Subdivision. Rivers Edge Drive, Papermill Run and the trail along Papermill Run will be paved no later than December 31, 2020. Sidewalk and driveway aprons are the responsibility to be installed and be paid for by the Developer and/or lot owner, according to Article I A. a. and b.
 - iii. **Storm Water Facilities, Design, and Management.** The Developer shall be responsible at its own cost to grade the Property for each Project and to construct such swales, detention/retention facilities, and place such drainage piping and other storm water facilities as may be required by the Village to adequately drain the Projects in accordance with Village requirements. The design of the storm water drainage facilities shall be subject to the advance approval of the Village prior to commencement of construction.
 - iv. **Laterals.** The Developer shall install laterals for water and sanitary sewer at its own cost, on each lot in the Property to the Village right-of-way, in compliance with Village specifications. The Village has installed laterals in the Village right-of-way up to the property line of each lot.
 - v. **Compliance with Laws.** To the extent applicable, Developer shall be responsible for compliance with any state prevailing wage or bid laws that may be applicable to the construction of the Infrastructure and shall hold the Village harmless for any claims related thereto.

ARTICLE II VILLAGE OBLIGATIONS

- A. **Storm Water Pond.** The Cedars West storm water pond (Exhibit A: Outlot 1 Rivers Edge Plat) has been constructed by the Village. This pond meets storm water management requirements for the Rivers Edge Subdivision and other areas within the Village. Future maintenance and operation of the pond is the responsibility of the Village. Outlot 1 is owned by the Village.

- B. Public Streets / Trail / No Assessments.** Rivers Edge Drive and Papermill Run within the Development have been graded and graveled by the Village and will be paved by the Village at Village expense at such time deemed reasonably appropriate by the Village taking into account various factors such as financing, construction opportunity, and other construction activities within the Development. The trail along Papermill Run will also be paved by the Village. The cost of the work will not be assessed to the abutting property owners within Rivers Edge Subdivision. Rivers Edge Drive, Papermill Run and the trail along Papermill Run will be paved no later than December 31, 2020. The Village Sidewalk/Street Assessment set forth in paragraph 28 of the Declaration of Restrictive Covenants for Rivers Edge Subdivision/Rivers Edge Plat are hereby deemed amended, as authorized by paragraph 21 of the Covenants, for the purpose of the Property subject to this Agreement and accordingly, the provisions of this Article II Section B. shall pre-empt and superseded the provisions of paragraph 28 of the Covenants.
- C. Landscape Buffers and Screenings.** Village agrees to construct the appropriate buffers and screenings both within the Property, and within the Village right-of-way surrounding the WE Energies Substation and as laid out in the conceptual planting plan by December 31, 2019 (**Exhibit C**). The Village will only maintain the buffers and screenings within the Village right-of-way only.
- D. Village Review and Processing.** The Village shall cooperate with Developer throughout the pre-construction and construction period for purposes of providing prompt review and/or processing of all submissions and applications in accordance with applicable Village ordinances.
- E. Village Infrastructure Requirements.** The Village agrees to install the appropriate infrastructure to reasonable proximity of the boundaries of the Property necessary to serve the Projects which will consist of water, sanitary sewer, storm sewer, electric and natural gas. On-site storm water detention facilities remain the sole responsibility of the Developer which shall only be applicable to parcels where the Developer is unable to drain to the Village installed water detention facilities. The Developer agrees to cooperate with the Village to facilitate the installation of all infrastructure, both necessary to service their Parcels, and other property in the vicinity requiring infrastructure improvements. The Developer agrees that the Village installation of infrastructure does not apply to any infrastructure or utilities located within the Planned Unit I and II Project boundaries in Lots 27 and 43. Both Developer and the Village mutually agree to provide easements as required for the Developer's Projects and for the Village's Projects for any adjacent parcels which may reasonably be required.
- F. Incentive Payments.** Subject to all of the terms, covenants, and conditions of this Agreement and applicable provisions of law, and as an inducement by the Village to Developer to construct the Projects, the Village will provide to Developer a pay-as-you-go incentive in the form of a Grant, to be used for Project costs by the Developer, equal to 80% of the property tax increment generated, on an annual basis, and collected by the Village for the Project on the Property Projects, which will not exceed a maximum of in totality, 20% of the required \$21,230,100.00 above the initial assessed value (\$2,809,900.00) less the land sale grant incentive (\$985,628.00), not to exceed \$3,260,392.00, for a total of all annual payments. This calculation is illustrated as:

\$21,230,100.00 times 20% equals \$4,246,020.00 minus \$985,628.00 equals \$3,260,392.00, which assumes the increase in assessed value of \$21,230,100.00 is achieved. The same formula and deduction of \$985,628.00 applies if less than \$21,230,100.00 is achieved and PILOT payments are not paid for the difference. If more than \$21,230,100.00 of assessed value increase is achieved, the maximum incentive is still limited to \$3,260,920.00. Payments will begin when the increased assessed value resulting from the Property Projects equals or exceeds the benchmarks established in G. below. At the point in time when the 20% of the total Project assessed value, or the \$3,260,392.00 maximum, is paid to the Developer through the pay-as-you-go incentive, the incentive will cease. Grant payments will also terminate early, even if they have commenced, if at any time the assessed value increase for all Projects on the Property fall below the established benchmarks, for any calendar year that Developer fails to make PILOT payments described in Article III A below. If the Developer makes the PILOT payments per Article III A, the Developer shall be entitled to receive the pay-as-you-go incentive payment for that calendar year.

G. Incentive Payment Conditions. The commencement of Grant payments is subject to the Developer obtaining advance Village approval of drawings, plans, specifications, any variances or conditional uses and upon certain benchmark dates being met for assessed value of the property as established and determined by the Village for the respective dates. These benchmark new assessed values apply to the improvements constructed by the Developer on the property and do not include the initial vacant land value, as determined per Article I, paragraph D. The first benchmark dates shall be January 1, 2021 in which there shall be a minimum of \$2,000,000.00 of new established assessed value. The second benchmark date shall be January 1, 2022 in which there shall be a minimum of \$6,000,000.00 of new established assessed value. The third benchmark shall be January 1, 2023 in which there shall be a minimum of \$12,230,100.00 of new established assessed value. The fourth benchmark shall be January 1, 2024 in which there shall be a minimum of \$16,012,800 of new established assessed value. The fifth benchmark shall be January 1, 2025 in which there shall be a minimum of \$18,777,800 of new established assessed value. The sixth benchmark shall be January 1, 2026 in which there shall be a minimum of \$21,542,800 new established assessed value. Therefore for example, if on January 1, 2021, the property's assessed value equals \$2,000,000.00, not including initial assessed land value, the Developer is entitled to receive the incentive payment as calculated in Paragraph H below. If the Developer fails to reach a subsequent benchmark date, the Developer's pay-as-you-go payment will be made each year thereafter only if the PILOT payments set forth below are paid in full, or subsequent year value benchmarks are achieved.

H. Incentive Payment Calculations. The Grant shall be calculated based on the property tax increment collected on the Projects annually and shall be 80% of the increment generated in any given year, payable by June 30th in the year following collection (as examples (i) if the Projects were substantially completed before January 1, 2020, property taxes levied in November 2020, and collected in 2021, would be subject to the first grant payment to be paid by June 30, 2022 and (ii) if instead the Projects were substantially completed after January 1, 2020 but before January 1, 2021, property taxes levied in November 2021 and collected in 2022, would be subject to the first grant payment to be paid by June 30, 2023). For example, if the Projects were substantially completed before

January 1, 2020 and the assessment on lots included in the Developer Agreement on January 1, 2020 totaled \$4,809,900.00. Assessed value over the initial land value is \$2,000,000.00 (\$4,809,900.00 less \$2,809,900.00). Property taxes levied in November 2020, collected in 2021 would be subject to the first grant payment. Assuming a 2020 adjusted gross tax rate (per \$1000 Equalized Value) of \$20.00. The tax revenue subject to incentive payment would be \$2,000,000.00 divided by \$1,000.00 multiplied by gross tax rate of \$20.00, which equals \$40,000.00. Net revenues allocable to Developer shall be 80% of the increment generated, or \$40,000.00 multiplied by 80%, which equals \$32,000.00. The \$32,000.00 incentive payment to Developer would be payable by June 30, 2022. The balance due to Developer would be \$3,260,392.00 less \$32,000.00, or \$3,228,392.00. Therefore, the Developer may receive pay-as-you-go payments prior to reaching the estimated value of \$21,230,100.00 based upon meeting the assessed valued benchmark dates as stated in Paragraph G above.

**ARTICLE III
PROPERTY TAX ASSESSMENT GUARANTEE**

- A. PILOT Payments.** Developer recognizes, acknowledges, and agrees that the financial benefits afforded hereunder by the Village to Developer are available only because the Projects are located within the District and will generate an increase in assessed value equal, to or greater than \$21,542,800.00, exclusive of initial land value, as determined per Article I, paragraph D. The Developer further agrees to maintain this minimum assessed value for the remainder of the life of the District to protect the Village's tax base and the risk due to payment of the Grant. If the assessed value, exclusive of land value determined by the Village Assessor year by year, after January 1, 2026, were to fall below \$21,542,800 for any reason, including but not limited to: the improvements do not achieve the target value, the improvements are destroyed by other casualty, the result of inadequate maintenance or repair, or if all or a portion of the property becomes tax exempt for any reason, etc., the Developer, jointly and severally, expressly covenant and guarantee to pay a Payment in Lieu of Taxes (PILOT) equal to the difference between the assessed value, exclusive of land, and \$21,542,800 guaranteed amount, multiplied by the current mill rate of all taxing jurisdictions. The Developer is still responsible for paying the usual tax bill in addition to the PILOT. The PILOT only covers differences in taxes between the assessed value and the \$21,542,800 assessed value agreed to in this Agreement. PILOT payments shall also be made by Developer for each year, if any, that the Property becomes exempt under state or federal law even though tax exemption status has not been to be pursued by Developer as prohibited in B. below. For each year these PILOT payments are made, the Village will pay back to the Developer the Grant payment calculated in the same manner as if the guaranteed assessed value had been achieved and maintained.
- B. Tax Exemption Forbearance.** Developer acknowledges that the Village is relying upon the Developer's real property taxes to generate (i) the Village's normal share of pre-development taxes and (ii) the Village's full share of tax increment taxes resulting from development, to fund other eligible Projects within Tax Incremental Finance District 6 redevelopment. As a result, the Developer agrees neither the Developer nor any existing or future entity or partnership of the Developer (collectively, "Developer Affiliates") will pursue, assist, support, or be involved in any federal, state, or local, judicial, legislative, or regulatory action or process that seeks, directly or indirectly, to prohibit, set aside, or limit the taxability of all or any portion of the Property on any basis whatsoever, and the Developer for itself and on behalf of the Developer Affiliates if any, and each of their respective successors in interest, waives any and all rights thereto to the contrary.
- C. Due Date for PILOT Payments.** The PILOT will be due and payable within 30 days after the Developer receives an invoice from the Village.
- D. Special Assessments or Charges.** If the PILOT is not timely paid, the Village may levy a special assessment or special charge against the Property, which includes the Projects, in the amount of the PILOT plus a 10% administrative fee and 12% interest per year, to defray the Village's costs for public improvements installed by the Village specially benefitting the Property and/or for services provided by the Village associated with the Property. Developer hereby consents to the imposition of such special assessment or special charge under 66.0703 or 66.0627 Wis. Stats., and hereby waives on behalf of itself and its

successor and assigns, pursuant to Section 66.0703(7) (b), Wis. Stats., and all other applicable provisions, any and all notices and other requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments. This remedy is in addition to any and all other legal and equitable remedies available to the Village and these remedies may be exercised in any order simultaneously in the Village's discretion.

- E. Maximum PILOT Payment.** Despite any other provisions herein to the contrary, the maximum amount of PILOT payments the Developer is required to make to the Village, after the Developer has achieved the sixth benchmark of \$21,542,800.00, exclusive of initial land value, in assessed value, is \$3,260,392.00. PILOT payments made by Developer prior to achieving the fifth benchmark of \$21,230,100.00 shall not count as a credit toward the required payments of \$3,260,392.00 to be made after the sixth benchmark of \$21,542,800.00 is achieved. Once this maximum amount is paid by the Developer to the Village, after the sixth benchmark has been achieved, no further PILOT payments are required even if the District is not yet expired or terminated.
- F. Expiration.** Upon expiration of the District, which is January 1, 2043, this Agreement shall automatically expire and terminate, in addition to any other reason for termination set forth herein, or authorized under Wisconsin law.

ARTICLE IV OTHER AGREEMENTS

- A. Other Agreements Separate.** It is hereby understood and acknowledged that the Village and Developer may have other agreements for development of property in the Village, including but not limited to Tax Incremental Finance District Number 6. No part of any other agreement executed by the Village and Developer constitute additional terms to, or modify the terms of this agreement unless such additional agreement expressly authorizes such additional terms or modifications in writing signed by both parties.

ARTICLE V NO PARTNERSHIP OR JOINT VENTURE

- A. Developer's Sole Responsibility.** Developer shall be solely responsible for the completion of the Projects. Developer is also responsible to the Village for all acts and omissions of its contractors or subcontractors working on the Projects.
- B. Independent Status.** Nothing contained in this Agreement shall create or effect any partnership, venue, or relationship between the Village and Developer or any contractor or subcontractor employed by Developer in the construction of the Projects, and the Village will at all times be a completely independent entity.

ARTICLE VI CONFLICT OF INTEREST

- A. No Interest by Public Officials.** No member, officer, or employee of the Village, during his/her tenure with the Village, or for one (1) year thereafter, shall have, or shall have had,

any interest, direct or indirect, in this Agreement, the Tax Incremental Finance District Number 6 redevelopment, or the Projects or any proceeds thereof.

ARTICLE VII WRITTEN NOTICES

- A. Notices.** Any written notice required under this Agreement shall be sent to the following individuals:

FOR THE VILLAGE:

Maggie Mahoney
Village Administrator
515 West Kimberly Avenue
Kimberly, WI 54136

With a copy to:

Chuck Kuen
Village President
515 West Kimberly Avenue
Kimberly, WI 54136

DEVELOPER:

Rivers Edge of Kimberly Inc.
Jeremy R. Dobbe, Director of Legal and Compliance
2929 Walker Drive
Green Bay, WI 54311

With a copy to:

Bostad Builders LLC
Tom Juza, Member
1297 S. Sedona Circle
Hobart, WI 54155

ARTICLE VIII BUY BACK OPTION TO PURCHASE

- A. Village's Option to Purchase.** Developer hereby grants the Village an option to purchase all lots, or any one or more of them, on which substantial construction work has not been commenced by the installation of a building foundation on or before December 31, 2025. **This option to purchase shall terminate and cease to exist in the event all increased value benchmarks set forth in ARTICLE II paragraph G. of \$21,542,800 or more of assessed value exclusive of the initial vacant land value as determined per ARTICLE I paragraph D above have been achieved by the Developer as of January 1, 2026.** The Village shall have two (2) years thereafter to exercise the option to purchase by giving notice to the Developer. To exercise the option the Village shall give written notice of the lot or lots being purchased, the prices to be paid as set forth below for those lots, the date, time,

and location of closing. Closing shall occur on or before December 31, 2027. The purchase price shall be the mutually agreed flat lump sum of \$50,000 per lot in Rivers Edge Plat regardless of size, dimensions, or location for all lots except Lots 27 and 43. The purchase price for Lot 27 shall be \$90,000 and the purchase price for Lot 43 shall be \$270,000. Developer shall convey title to the Village free and clear of liens and encumbrances on the closing date established by the Village in its notice of exercise of option. Developer shall provide an owner's policy of title insurance to the Village showing title to be in the condition called for by this option. The Village may order the title insurance commitment and pay for it and take a credit against the purchase price for payment of the title insurance premium. This option shall supersede and take priority over any mortgage or lien placed on the property by or on behalf of the Developer. The Village Land Use Rights set forth in Part 1 paragraph 5E and paragraph 5F, as well as Buyback Rights set forth in paragraph 33 of the Declaration of Restrictive Covenants for Rivers Edge Subdivision/Rivers Edge Plat are hereby deemed amended, as authorized by paragraph 21 of the Covenants, for the purpose of the Property subject to this Agreement and accordingly, the provisions of this Article VIII Section A. shall pre-empt and supersede the provisions of paragraph 5E, 5F and 33 of the Covenants.

ARTICLE IX MISCELLANEOUS

- A. Amendment to Offer to Purchase.** Rivers Edge of Kimberly Inc. and Village, as a condition of approval of this Development Agreement, shall execute "First Amendment to Offer to Purchase" pertaining to that WB-13 drafted and signed by Rivers Edge of Kimberly Inc. on April 9, 2019 and signed on behalf of the Village on April 10, 2019.
- B. Complete Agreement.** This constitutes the complete agreement between the parties regarding the subject matter set forth above and there have been no other representations, warranties, or agreements between the parties unless in writing and signed by the party to be bound.
- C. Parties Bound.** This Agreement is binding on the parties hereto and their respective successors and assigns, including but not limited to all obligations to pay PILOT payments set forth herein. Assignments by Developer are only permitted with the advance written consent of the Village.
- D. Recording.** A copy of this Agreement or a Memorandum thereof shall be recorded with the Register of Deeds Office for Outagamie County by either party hereto, prior to deeding the Property by the Village to Rivers Edge of Kimberly Inc.
- E. Joint Drafting.** This Agreement shall be deemed jointly drafted by both the Village and Developer and shall not be construed against either party hereto as drafter of the document in the event any verbiage is alleged to be ambiguous.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

VILLAGE OF KIMBERLY:

BY: _____
Chuck Kuen, Village President

State of Wisconsin
County of _____
Signed or attested before me on _____ by

Notary Signature: _____
Notary's Expiration Date: _____

Notary SEAL or Stamp

DEVELOPER:
Rivers Edge of Kimberly Inc.

BY: _____
Jeremy R. Dobbe, Director of Legal and Compliance

State of Wisconsin
County of _____
Signed or attested before me on _____ by

Notary Signature: _____
Notary's Expiration Date: _____

Notary SEAL or Stamp

BOSTAD BUILDERS, LLC

BY: _____
Tom Juza, Member

State of Wisconsin
County of _____
Signed or attested before me on _____ by

Notary Signature: _____
Notary's Expiration Date: _____

Notary SEAL or Stamp

Rivers Edge (Current)
80% Annual Incentive Repayment

Village of Kimberly
Tax Increment District #6 - Rivers Edge
Cash Flow Proforma Analysis

Assumptions	
Annual Inflation During Life of TID.....	0.00%
2022 Gross Tax Rate (per \$1000 Equalized Value).....	\$15.62
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	1.00%

Example Developer Grant	
\$3,260,392	
Developer Outlay / Repayment Beginning November 1, 2021	
Developer Outlay....	\$0
Total Int. Due to Develop	\$0
Total Pmts to Developer..	\$3,260,392

Background Data					Revenues				Expenditures					TID Status				
(a)	(b)	(c)	(d)		(e)	(f)	(g)	(h)		(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	
TIF District Valuation	Construction Increment	TIF Increment Over Base	Tax Rate		Tax Revenue	Investment Proceeds	Land Sales	Total Revenues		Net Revenues Allocable to Developer	Developer Outlay	Annual (Shortfall)/ Surplus	Balance Due to Developer	Payment to Developer	Annual Balance	Year End Cumulative Balance	Cost Recovery	
(January 1)					(2)					80%					(December 31)			
Base Value																		
\$2,809,900																		
2018	\$0		\$20.38		\$0	\$0		\$0	2018	\$0		\$0	\$0	\$0	\$0	\$0		2018
2019	\$2,809,900		\$18.97		\$0	\$0	\$2,410,000	\$2,410,000	2019	\$0		\$0	\$0	\$0	\$2,410,000	\$2,410,000		2019
2020	\$2,809,900	\$2,000,000	\$18.77		\$0	\$24,100		\$24,100	2020	\$0		\$0	\$0	\$0	\$24,100	\$2,434,100		2020
2021	\$4,809,900	\$4,000,000	\$17.05		\$0	\$24,341		\$24,341	2021	\$0	\$3,260,392	(\$3,260,392)	(\$3,260,392)	\$0	\$24,341	\$2,458,441		2021
2022	\$8,809,900	\$7,247,800	\$15.62		\$34,100	\$24,584		\$58,684	2022	\$27,280		\$27,280	(\$2,233,112)	\$27,280	\$31,404	\$2,489,845		2022
2023	\$16,057,700	\$5,982,200	\$15.62		\$93,694	\$24,898		\$118,593	2023	\$74,955		\$74,955	(\$3,158,157)	\$74,955	\$43,637	\$2,533,483		2023
2024	\$22,039,900	\$2,000,000	\$15.62		\$206,874	\$25,335		\$232,209	2024	\$165,499		\$165,499	(\$2,992,657)	\$165,499	\$66,710	\$2,600,192		2024
2025	\$24,039,900		\$15.62		\$300,290	\$26,002		\$326,292	2025	\$240,232		\$240,232	(\$2,752,425)	\$240,232	\$86,060	\$2,686,252		2025
2026	\$24,039,900		\$15.62		\$331,522	\$26,863		\$358,384	2026	\$265,217		\$265,217	(\$2,487,208)	\$265,217	\$93,167	\$2,779,419	Expenditures Recovered	2026
2027	\$24,039,900		\$15.62		\$331,522	\$27,794		\$359,316	2027	\$265,217		\$265,217	(\$2,221,991)	\$265,217	\$94,099	\$2,873,518	Expenditures Recovered	2027
2028	\$24,039,900		\$15.62		\$331,522	\$28,735		\$360,257	2028	\$265,217		\$265,217	(\$1,956,773)	\$265,217	\$95,040	\$2,968,557	Expenditures Recovered	2028
2029	\$24,039,900		\$15.62		\$331,522	\$29,686		\$361,207	2029	\$265,217		\$265,217	(\$1,691,556)	\$265,217	\$95,990	\$3,064,547	Expenditures Recovered	2029
2030	\$24,039,900		\$15.62		\$331,522	\$30,645		\$362,167	2030	\$265,217		\$265,217	(\$1,426,339)	\$265,217	\$96,950	\$3,161,497	Expenditures Recovered	2030
2031	\$24,039,900		\$15.62		\$331,522	\$31,615		\$363,137	2031	\$265,217		\$265,217	(\$1,161,122)	\$265,217	\$97,919	\$3,259,416	Expenditures Recovered	2031
2032	\$24,039,900		\$15.62		\$331,522	\$32,594		\$364,116	2032	\$265,217		\$265,217	(\$895,904)	\$265,217	\$98,898	\$3,358,315	Expenditures Recovered	2032
2033	\$24,039,900		\$15.62		\$331,522	\$33,583		\$365,105	2033	\$265,217		\$265,217	(\$630,687)	\$265,217	\$99,887	\$3,458,202	Expenditures Recovered	2033
2034	\$24,039,900		\$15.62		\$331,522	\$34,582		\$366,104	2034	\$265,217		\$265,217	(\$365,470)	\$265,217	\$100,886	\$3,559,088	Expenditures Recovered	2034
2035	\$24,039,900		\$15.62		\$331,522	\$35,591		\$367,113	2035	\$265,217		\$265,217	(\$100,252)	\$265,217	\$101,895	\$3,660,984	Expenditures Recovered	2035
2036	\$24,039,900		\$15.62		\$331,522	\$36,610		\$368,131	2036	\$265,217		\$100,252	\$0	\$100,252	\$267,879	\$3,928,863	Expenditures Recovered	2036
2037	\$24,039,900		\$15.62		\$331,522	\$39,289		\$370,810	2037	\$265,217		\$0	\$0	\$0	\$370,810	\$4,299,673	Expenditures Recovered	2037
2038	\$24,039,900		\$15.62		\$331,522	\$42,997		\$374,518	2038	\$265,217		\$0	\$0	\$0	\$374,518	\$4,674,191	Expenditures Recovered	2038
2039	\$24,039,900		\$15.62		\$331,522	\$46,742		\$378,264	2039	\$265,217		\$0	\$0	\$0	\$378,264	\$5,052,455	Expenditures Recovered	2039
2040	\$24,039,900		\$15.62		\$331,522	\$50,525		\$382,046	2040	\$265,217		\$0	\$0	\$0	\$382,046	\$5,434,501	Expenditures Recovered	2040
2041	\$24,039,900		\$15.62		\$331,522	\$54,345		\$385,867	2041	\$265,217		\$0	\$0	\$0	\$385,867	\$5,820,368	Expenditures Recovered	2041
2042	\$24,039,900		\$15.62		\$331,522	\$58,204		\$389,725	2042	\$265,217		\$0	\$0	\$0	\$389,725	\$6,210,093	Expenditures Recovered	2042
2043	\$24,039,900		\$15.62		\$331,522	\$62,101		\$393,623	2043	\$265,217		\$0	\$0	\$0	\$393,623	\$6,603,716	Expenditures Recovered	2043
2044					\$331,522	\$66,037		\$397,559	2044	\$265,217		\$0	\$0	\$0	\$397,559	\$7,001,274	Expenditures Recovered	2044
					\$6,933,869	\$917,797	\$2,410,000	\$10,261,666		\$5,547,095	\$3,260,392	\$0		\$3,260,392				

Type of TID: Blighted
 2016 TID Inception (9/12/2016)
 2038 Final Year to Incur TIF Related Costs
 2043 Maximum Legal Life of TID (27 Years)
 2044 Final Tax Collection Year

(1) Increment per Village estimates.
 (2) Village estimates

Rivers Edge (Proposed) 80% Annual Incentive Repayment

Village of Kimberly Tax Increment District #6 - Rivers Edge Cash Flow Proforma Analysis

Assumptions	
Annual Inflation During Life of TID.....	0.00%
2022 Gross Tax Rate (per \$1000 Equalized Value).....	\$15.62
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	1.00%

Example Developer Grant	
\$3,260,392	
Developer Outlay / Repayment Beginning November 1, 2021	
Developer Outlay....	\$0
Total Int. Due to Develop	\$0
Total Pmts to Developer..	\$3,260,392

Background Data					Revenues				Expenditures					TID Status						
(a)	(b)	(c)	(d)		(e)	(f)	(g)	(h)		(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)			
TIF District Valuation	Construction Increment	TIF Increment Over Base	Tax Rate		Tax Revenue	Investment Proceeds	Land Sales	Total Revenues		Net Revenues Allocable to Developer	Developer Outlay	Annual (Shortfall)/ Surplus	Balance Due to Developer	Payment to Developer	Annual Balance	Year End Cumulative Balance	Cost Recovery			
(1)					(2)					80%					(December 31)					
Base Value																				
\$2,809,900																				
2018	\$0		\$20.38		\$0	\$0		\$0	2018	\$0		\$0	\$0	\$0	\$0	\$0		2018		
2019	\$2,809,900		\$18.97		\$0	\$0	\$2,410,000	\$2,410,000	2019	\$0		\$0	\$0	\$0	\$2,410,000	\$2,410,000		2019		
2020	\$2,809,900	\$2,000,000	\$18.77		\$0	\$24,100		\$24,100	2020	\$0		\$0	\$0	\$0	\$24,100	\$2,434,100		2020		
2021	\$4,809,900	\$4,000,000	\$17.05		\$0	\$24,341		\$24,341	2021	\$0	\$3,260,392	(\$3,260,392)	(\$3,260,392)	\$0	\$24,341	\$2,458,441		2021		
2022	\$8,809,900	\$7,247,800	\$15.62		\$34,100	\$24,584		\$58,684	2022	\$27,280		\$27,280	(\$2,233,112)	\$27,280	\$31,404	\$2,489,845		2022		
2023	\$16,057,700	\$2,765,000	\$15.62		\$93,694	\$24,898		\$118,593	2023	\$74,955		\$74,955	(\$3,158,157)	\$74,955	\$43,637	\$2,533,483		2023		
2024	\$18,822,700	\$2,765,000	\$15.62		\$206,874	\$25,335		\$232,209	2024	\$165,499		\$165,499	(\$2,992,657)	\$165,499	\$66,710	\$2,600,192		2024		
2025	\$21,587,700	\$2,765,000	\$15.62		\$250,051	\$26,002		\$276,053	2025	\$200,041		\$200,041	(\$2,792,616)	\$200,041	\$76,012	\$2,676,205		2025		
2026	\$24,352,700		\$15.62		\$293,229	\$26,762		\$319,991	2026	\$234,583		\$234,583	(\$2,558,033)	\$234,583	\$85,408	\$2,761,612	Expenditures Recovered	2026		
2027	\$24,352,700		\$15.62		\$336,406	\$27,616		\$364,022	2027	\$269,125		\$269,125	(\$2,288,908)	\$269,125	\$94,897	\$2,856,510	Expenditures Recovered	2027		
2028	\$24,352,700		\$15.62		\$336,406	\$28,565		\$364,971	2028	\$269,125		\$269,125	(\$2,019,783)	\$269,125	\$95,846	\$2,952,356	Expenditures Recovered	2028		
2029	\$24,352,700		\$15.62		\$336,406	\$29,524		\$365,930	2029	\$269,125		\$269,125	(\$1,750,658)	\$269,125	\$96,805	\$3,049,161	Expenditures Recovered	2029		
2030	\$24,352,700		\$15.62		\$336,406	\$30,492		\$366,898	2030	\$269,125		\$269,125	(\$1,481,534)	\$269,125	\$97,773	\$3,146,934	Expenditures Recovered	2030		
2031	\$24,352,700		\$15.62		\$336,406	\$31,469		\$367,876	2031	\$269,125		\$269,125	(\$1,212,409)	\$269,125	\$98,751	\$3,245,684	Expenditures Recovered	2031		
2032	\$24,352,700		\$15.62		\$336,406	\$32,457		\$368,863	2032	\$269,125		\$269,125	(\$943,284)	\$269,125	\$99,738	\$3,345,422	Expenditures Recovered	2032		
2033	\$24,352,700		\$15.62		\$336,406	\$33,454		\$369,860	2033	\$269,125		\$269,125	(\$674,159)	\$269,125	\$100,735	\$3,446,158	Expenditures Recovered	2033		
2034	\$24,352,700		\$15.62		\$336,406	\$34,462		\$370,868	2034	\$269,125		\$269,125	(\$405,034)	\$269,125	\$101,743	\$3,547,901	Expenditures Recovered	2034		
2035	\$24,352,700		\$15.62		\$336,406	\$35,479		\$371,885	2035	\$269,125		\$269,125	(\$135,909)	\$269,125	\$102,760	\$3,650,661	Expenditures Recovered	2035		
2036	\$24,352,700		\$15.62		\$336,406	\$36,507		\$372,913	2036	\$269,125		\$269,125	\$0	\$135,909	\$237,004	\$3,887,665	Expenditures Recovered	2036		
2037	\$24,352,700		\$15.62		\$336,406	\$38,877		\$375,283	2037	\$269,125		\$0	\$0	\$0	\$375,283	\$4,262,948	Expenditures Recovered	2037		
2038	\$24,352,700		\$15.62		\$336,406	\$42,629		\$379,036	2038	\$269,125		\$0	\$0	\$0	\$379,036	\$4,641,984	Expenditures Recovered	2038		
2039	\$24,352,700		\$15.62		\$336,406	\$46,420		\$382,826	2039	\$269,125		\$0	\$0	\$0	\$382,826	\$5,024,810	Expenditures Recovered	2039		
2040	\$24,352,700		\$15.62		\$336,406	\$50,248		\$386,654	2040	\$269,125		\$0	\$0	\$0	\$386,654	\$5,411,464	Expenditures Recovered	2040		
2041	\$24,352,700		\$15.62		\$336,406	\$54,115		\$390,521	2041	\$269,125		\$0	\$0	\$0	\$390,521	\$5,801,985	Expenditures Recovered	2041		
2042	\$24,352,700		\$15.62		\$336,406	\$58,020		\$394,426	2042	\$269,125		\$0	\$0	\$0	\$394,426	\$6,196,411	Expenditures Recovered	2042		
2043	\$24,352,700		\$15.62		\$336,406	\$61,964		\$398,370	2043	\$269,125		\$0	\$0	\$0	\$398,370	\$6,594,781	Expenditures Recovered	2043		
2044	\$24,352,700		\$15.62		\$336,406	\$65,948		\$402,354	2044	\$269,125		\$0	\$0	\$0	\$402,354	\$6,997,135	Expenditures Recovered	2044		
					\$6,933,260	\$914,267	\$2,410,000	\$10,257,527						\$5,546,608	\$3,260,392	\$0	\$3,260,392			

Type of TID: Blighted
 2016 TID Inception (9/12/2016)
 2038 Final Year to Incur TIF Related Costs
 2043 Maximum Legal Life of TID (27 Years)
 2044 Final Tax Collection Year

(1) Increment per Village estimates.
 (2) Village estimates



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Certificate of Payment #1 to Speedy Clean Drain and Sewer, in the amount of \$46,523.06 for the 2023 Sanitary Sewer & Storm Sewer Cleaning & Televising: Area 3.

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

REPORT DATE: December 11, 2023

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report MEM

See additional comments attached _____

EXPLANATION: Certificate for payment #1 issued for \$46,523.06 for work performed through October 31st, 2023, for the project.

See attached certificate for Payment #1

Engineer Werner will discuss and address questions from the Board.

RECOMMENDED ACTION: Staff recommend approval of Certificate of Payment #1 to Speedy Clean Drain and Sewer, in the amount of \$46,523.06 for the 2023 Sanitary Sewer & Storm Sewer Cleaning & Televising: Area 3.

Attachments:

1. 2023 Speedy Clean Drain & Sewer, Pay Request #1



November 27, 2023

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 #1
McM. No. K0001-09-23-00585

Dear Greg:

Enclosed herewith is Certificate for Payment #1 for the above referenced project. This Certificate is issued to Speedy Clean Drain & Sewer in the amount of \$46,523.06 for partial payment for work performed through October 31, 2023.

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 #1

McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.

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

TELEPHONE: 920.751.4200
FAX: 920.751.4284

CERTIFICATE FOR PAYMENT

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

Contract No. K0001-09-23-00585
Project File No. K0001-09-23-00585
Certificate No. One (1)
Issue Date: November 27, 2023
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 Partial Payment For Work Performed Through: October 31, 2023

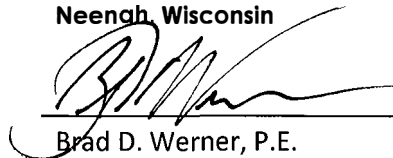
- Contractor's Application for Payment Attached
- Itemized Cost Breakdown Attached

Original Contract	<u>\$48,171.90</u>	Completed To Date	<u>\$48,971.64</u>
Net Change Orders	<u>\$0.00</u>	Retainage 5%	<u>\$2,448.58</u>
Current Contract Amount	<u>\$48,171.90</u>	Subtotal	<u>\$46,523.06</u>
		Previously Certified	<u>\$0.00</u>

Amount Due This Payment: \$46,523.06

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

CERTIFICATE FOR PAYMENT #1

VILLAGE OF KIMBERLY
2023 SANITARY SEWER & STORM SEWER CLEANING & TELEVISIONING: AREA 3
 Contract No. K0001-09-23-00585

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

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

Item	Description	Qty	Unit
1.	8 Inch Sanitary Clean and Televis	36,439	L.F.
2.	10 Inch Sanitary Clean and Televis	1,604	L.F.
3.	12 Inch Sanitary Clean and Televis	297	L.F.
4.	15 Inch Sanitary Clean and Televis	2,245	L.F.
5.	Lateral Televising on Wellhouse Drive and Curtin Avenue	64	Ea.
6.	Sanitary Manhole Inspection/Report	150	Ea.
Extra	Clean and Televis 8" to 15" Sanitary Line		L.F.

TOTAL (Items 1. through 6., Inclusive)

Bid Quantities	
Unit Price	Total
\$0.94	\$34,252.66
\$0.94	\$1,507.76
\$0.94	\$279.18
\$0.94	\$2,110.30
\$98.00	\$6,272.00
\$25.00	\$3,750.00
\$0.94	\$0.00

\$48,171.90

Cert-Pay 01	
Qty	Total
36,439	\$34,252.66
1,604	\$1,507.76
297	\$279.18
2,245	\$2,110.30
66	\$6,468.00
155	\$3,875.00
509.3	\$478.74

\$48,971.64

Completed To Date	
Qty	Total
36,439	\$34,252.66
1,604	\$1,507.76
297	\$279.18
2,245	\$2,110.30
66	\$6,468.00
155	\$3,875.00
509.3	\$478.74

\$48,971.64

Completed to Date:	\$48,971.64	\$48,971.64
Retainage:	\$2,448.58	\$2,448.58
Subtotal:	\$46,523.06	\$46,523.06
Previous Application:		\$0.00
Amount Due This Application:		\$46,523.06



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. no 00585
 Project No. _____
 Application No. 1
 Application Date 11-21-2023
 Period From Oct 2 To Oct 31

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	\$ <u>48171.90</u>	Completed To Date	\$ <u>48971.64</u>
Net Change Orders	\$ _____	Retainage _____ %	\$ _____
Current Contract Amount	\$ <u>48171.90</u>	Subtotal	\$ <u>48971.64</u>
		Previous Applications	\$ _____

Amount Due This Application: \$ 48971.64

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 November 24th 20 23 Speedy Clean Inc.
 (contractor)

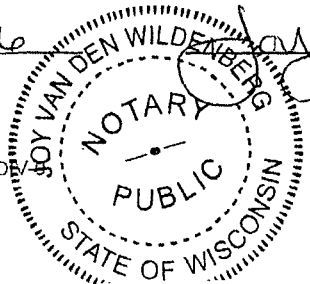
By Sandra Barlow Accountant
 (name & title)

COUNTY OF Winnebago
 STATE OF Wisconsin } ss

Before me on this 24th day of November 20 23 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: 4/10/2026 Joy Vandewilderberg
 (Notary Public)





1380 Earl Street
Menasha, WI 54952

Invoice

Date	Invoice #
11/17/2023	81492

920-734-4707

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

Service Point
Annual Televising Area 3

P.O. No.

Terms	Due Date	Rep
Net 30	12/17/2023	MJS

Description	Amount
Clean & televise 41,094.3' of 8" to 15" sanitary line @ \$.94/ft	38,628.64
Launch 66 laterals @ \$ 98.00/each	6,468.00
Manhole inspections - 155 @ \$ 25.00	3,875.00
Heavy cleaning of 716.8' of 8" sanitary sewer	
Work completed on 10-31-2023	

Thank You for your business	Total	\$48,971.64
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Village of Kimberly
REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Certificate of Payment #3 to MCC Inc., in the amount of \$302,822.49 for the 2023 Grading and Graveling for The Blue Development.

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

REPORT DATE: December 11, 2023

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report MEM

See additional comments attached _____

EXPLANATION: Certificate for payment #3 issued for \$302,822.49 for work performed through October 31st, 2023, for the project.

See attached certificate for Payment #3

Engineer Werner will discuss and address questions from the Board.

RECOMMENDED ACTION: Staff recommend approval of Certificate of Payment #3 to MCC Inc., in the amount of \$302,822.49 for the 2023 Grading and Graveling for The Blue Development.

Attachments:

1. 2023 MCC Inc., Pay Request #3



November 20, 2023

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

Re: Village of Kimberly
2023 Grading & Graveling
The Blue Development
Certificate for Payment #3
McM. No. K0001-09-21-00400.02

Dear Greg:

Enclosed herewith is Certificate for Payment #3 for the above referenced project. This Certificate is issued to MCC, Inc. in the amount of \$302,822.49 for partial payment for work performed through October 31, 2023.

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

Respectfully,

McMahon Associates, Inc.

A handwritten signature in dark ink, appearing to be "B. Werner", written over a horizontal line.

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

BDW:car

cc: MCC, Inc.

Enclosure: Certificate for Payment #3

CERTIFICATE FOR PAYMENT

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

Contract No. K0001-09-21-00400.02
Project File No. K0001-09-21-00400.02
Certificate No. Three (3)
Issue Date: November 20, 2023
Project: 2023 Grading & Graveling
The Blue Development

This Is To Certify That, In Accordance With The Contract Documents Dated: April 13, 2023

MCC, INC.
2600 N. Roemer Road
PO Box 1137
Appleton, WI 54912-1137

Is Entitled To Partial Payment For Work Performed Through: October 31, 2023

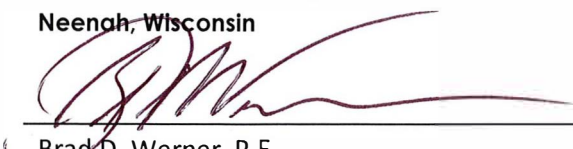
- Contractor's Application for Payment Attached
- Itemized Cost Breakdown Attached

Original Contract	<u>\$973,079.51</u>	Completed To Date	<u>\$745,702.78</u>
Net Change Orders	<u>\$0.00</u>	Retainage 2.5%*	<u>\$24,326.98</u>
Current Contract Amount	<u>\$973,079.51</u>	Subtotal	<u>\$721,375.80</u>
		Previously Certified	<u>\$418,553.32</u>

Amount Due This Payment: \$302,822.49

Please process and forward payment to MCC, Inc.

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin


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

CERTIFICATE FOR PAYMENT #3

VILLAGE OF KIMBERLY
 2023 Grading & Graveling | The Blue Development
 Contract No. K0001-09-21-00400.02

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

MCC, INC.
 2600 N. Roemer Road
 PO Box 1137
 Appleton, WI 54912-1137

STREET GRADING & GRAVELING

Item	Description	Qty	Unit	Bid Quantities		Cert-Pay 01		Cert-Pay 02		Cert-Pay 03		Completed To Date	
				Unit Price	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total
1.	Mobilization, Insurance, and Bonding	1	L.S.	\$20,000.00	\$20,000.00	0.50	\$10,000.00	0.25	\$5,000.00	0.25	\$5,000.00	1.00	\$20,000.00
2.	Common Excavation	1	L.S.	\$59,825.00	\$59,825.00	1.00	\$59,825.00		\$0.00		\$0.00	1.00	\$59,825.00
3.	Excavation Below Subgrade	200	C.Y.	\$13.50	\$2,700.00	882.10	\$11,908.35		\$0.00		\$0.00	882.10	\$11,908.35
4.	New Base Aggregate Dense 1-1/4 Inch	3,250	TON	\$13.40	\$43,550.00		\$0.00		\$0.00		\$0.00	0.00	\$0.00
5.	Place 12 Inch Layer of Salvaged Base Course	4,000	S.Y.	\$4.20	\$16,800.00		\$0.00		\$0.00		\$0.00	0.00	\$0.00
6.	Preliminary Grading and Shaping of Street Terraces and Utility Easements (Est. 11,225 S.Y.)	1	L.S.	\$4,642.99	\$4,642.99	1.00	\$4,642.99		\$0.00		\$0.00	1.00	\$4,642.99
7.	Final Grading / Pulverizing / Seeding Terraces and Utility Easements (Est. 11,225 S.Y.)	1	L.S.	\$11,116.82	\$11,116.82		\$0.00		\$0.00	0.50	\$5,558.41	0.50	\$5,558.41
8.	E-Mat Terraces	4,770	S.Y.	\$1.15	\$5,485.50		\$0.00		\$0.00		\$0.00	0.00	\$0.00
9.	Grade / Pulverize / Seed / Mulch Private Developed Areas (Est. 37,365 S.Y.)	1	L.S.	\$20,560.00	\$20,560.00		\$0.00		\$0.00	1	\$20,560.00	1.00	\$20,560.00
10.	Inlet Protection	1	L.S.	\$3,192.00	\$3,192.00	1.00	\$3,192.00		\$0.00		\$0.00	1.00	\$3,192.00
11.	Silt Fence	2,666	L.F.	\$2.00	\$5,332.00	2,100.00	\$4,200.00		\$0.00		\$0.00	2,100.00	\$4,200.00
SUB-TOTAL (Items 1. through 11., Inclusive)				\$193,204.31		\$93,768.34		\$5,000.00		\$31,118.41		\$129,886.75	

PAPERMILL RUN TRAIL

Item	Description	Qty	Unit	Bid Quantities		Cert-Pay 01		Cert-Pay 02		Cert-Pay 03		Completed To Date	
				Unit Price	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total
12.	Mobilization, Insurance, and Bonding	1	L.S.	\$20,000.00	\$20,000.00	0.50	\$10,000.00	0.25	\$5,000.00	0.15	\$3,000.00	0.90	\$18,000.00
13.	Clearing and Grubbing (Est. .3 Acres)	1	L.S.	\$14,500.00	\$14,500.00	1.00	\$14,500.00		\$0.00		\$0.00	1.00	\$14,500.00
14.	Common Excavation	1	L.S.	\$15,500.00	\$15,500.00		\$0.00	1	\$15,500.00		\$0.00	1.00	\$15,500.00
15.	Geotechnical Engineer / Letter of Opinion	1	L.S.	\$6,325.00	\$6,325.00		\$0.00	0.50	\$3,162.50		\$0.00	0.50	\$3,162.50
16.	Excavation Below Subgrade	200	C.Y.	\$13.50	\$2,700.00		\$0.00		\$0.00	40	\$540.00	40.00	\$540.00
17.	12 Inch SDR 35 PVC Storm Sewer	26	L.F.	\$95.00	\$2,470.00		\$0.00		\$0.00		\$0.00	0.00	\$0.00
18.	36 Inch Diameter Storm Catch Basin and Casting	1	Ea.	\$3,500.00	\$3,500.00		\$0.00		\$0.00		\$0.00	0.00	\$0.00
19.	New Base Aggregate Dense 1-1/4 Inch	750	TON	\$14.40	\$10,800.00		\$0.00		\$0.00		\$0.00	0.00	\$0.00
20.	6 Inch Layer of Salvaged Base Course	2,000	S.Y.	\$2.60	\$5,200.00		\$0.00		\$0.00	2,000	\$5,200.00	2,000.00	\$5,200.00
21.	5 Inch Thickened Edge Concrete Trail	4,615	S.F.	\$6.71	\$30,966.65		\$0.00	1,775	\$11,910.25		\$0.00	1,775.00	\$11,910.25
22.	5 Inch Microfiber Concrete Trail	27,816	S.F.	\$7.00	\$194,712.00		\$0.00	1,080	\$7,560.00	15,126	\$105,882.00	16,206.00	\$113,442.00
23.	Adjustment of Sanitary/Storm Manholes Shown on Plans	1	L.S.	\$15,000.00	\$15,000.00		\$0.00	1.00	\$15,000.00		\$0.00	1.00	\$15,000.00
24.	4 Inch Pulverized Topsoil, No-Mow Fescue Seed, Fertilizer and E-Mat (Est. 2,560 S.Y.)	1	L.S.	\$5,660.00	\$5,660.00		\$0.00		\$0.00	1	\$5,660.00	1.00	\$5,660.00
25.	4 Inch Pulverized Topsoil, Seed Mix #4, Fertilizer and E-Mat (Est. S25 S.Y.)	1	L.S.	\$1,575.00	\$1,575.00		\$0.00		\$0.00	1	\$1,575.00	1.00	\$1,575.00
26.	6 Inch Pulverized Topsoil, Rye Seed, and E-Mat (Est. 2,975 S.Y.)	1	L.S.	\$28,330.00	\$28,330.00		\$0.00		\$0.00	0.50	\$14,165.00	0.50	\$14,165.00
27.	Pulverize / Seed / Mulch / Adjacent to Trail Easement (Est. 2,775 S.Y.)	1	L.S.	\$5,550.00	\$5,550.00		\$0.00		\$0.00	0.75	\$4,162.50	0.75	\$4,162.50
28.	Silt Fence	2,750	L.F.	\$2.25	\$6,187.50	2,600.00	\$5,850.00		\$0.00		\$0.00	2,600.00	\$5,850.00
29.	Medium Rip Rap	15	TON	\$41.00	\$615.00		\$0.00		\$0.00		\$0.00	0.00	\$0.00
30.	Furnish and Install Trail Railing	710	L.F.	\$68.70	\$48,777.00		\$0.00		\$0.00		\$0.00	0.00	\$0.00
31.	Install 2' x 2' Limestone	150	L.F.	\$52.00	\$7,800.00		\$0.00		\$0.00	162	\$8,424.00	162.00	\$8,424.00
SUB-TOTAL (Items 11. through 31., Inclusive)				\$426,168.15		\$30,350.00		\$58,132.75		\$148,608.50		\$237,091.25	

CERTIFICATE FOR PAYMENT #3

VILLAGE OF KIMBERLY
 2023 Grading & Graveling | The Blue Development
 Contract No. K0001-09-21-00400.02

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

MCC, INC.
 2600 N. Roemer Road
 PO Box 1137
 Appleton, WI 54912-1137

POND CONSTRUCTION

Item	Description	Qty	Unit	Bid Quantities		Cert-Pay 01		Cert-Pay 02		Cert-Pay 03		Completed To Date	
				Unit Price	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total
32.	Mobilization, Insurance, and Bonding	1	L.S.	\$20,000.00	\$20,000.00		\$0.00		\$0.00	1	\$20,000.00	1.00	\$20,000.00
33.	Common Excavation	1	L.S.	\$150,925.00	\$150,925.00		\$0.00	0.75	\$113,193.75	0.25	\$37,731.25	1.00	\$150,925.00
34.	Haul Contaminated Soils to Outagamie County Landfill	2,904	TON	\$7.70	\$22,360.80		\$0.00		\$0.00	2,904	\$22,360.80	2,904.00	\$22,360.80
35.	24 Inch Clay Liner	1,800	S.Y.	\$15.00	\$27,000.00		\$0.00		\$0.00		\$0.00	0.00	\$0.00
36.	Geotechnical Engineer / Letter of Opinion	1	L.S.	\$8,290.00	\$8,290.00		\$0.00		\$0.00	0.5	\$4,145.00	0.50	\$4,145.00
37.	36 Inch Class III RCP Storm Sewer with Joint Ties	101	L.F.	\$315.00	\$31,815.00		\$0.00	101	\$31,815.00		\$0.00	101.00	\$31,815.00
38.	Slurry Backfill 36 Inch Storm Outfall Per Plan Detail	1	L.S.	\$3,000.00	\$3,000.00		\$0.00	1	\$3,000.00		\$0.00	1.00	\$3,000.00
39.	36 Inch RCP Apron Endwall with Trash Guard	2	Ea.	\$5,000.00	\$10,000.00		\$0.00	2	\$10,000.00		\$0.00	2.00	\$10,000.00
40.	Storm Manhole A	1	L.S.	\$9,800.00	\$9,800.00		\$0.00	1	\$9,800.00		\$0.00	1.00	\$9,800.00
41.	Outlet Structure with Trash Racks	1	L.S.	\$20,500.00	\$20,500.00		\$0.00	0.50	\$10,250.00		\$0.00	0.50	\$10,250.00
42.	Medium Rip Rap	80	TON	\$25.00	\$2,000.00		\$0.00		\$0.00	52.89	\$1,322.25	52.89	\$1,322.25
43.	12 Inch Pulverized Topsoil for Safety Shelf (Est. 1,768 S.Y.)	1	L.S.	\$8,615.00	\$8,615.00		\$0.00		\$0.00	1	\$8,615.00	1.00	\$8,615.00
44.	6 Inch Pulverized Topsoil, Seed, E-mat for Prairie Areas (Est. 4,855 S.Y.)	1	L.S.	\$28,665.00	\$28,665.00		\$0.00		\$0.00	0.75	\$21,498.75	0.75	\$21,498.75
45.	Pulverize Existing Soil / Rye Seed / E-Mat (Est. 3,165 S.Y.)	1	L.S.	\$6,500.00	\$6,500.00		\$0.00		\$0.00	1	\$6,500.00	1.00	\$6,500.00
46.	Final Deconsolidation of Safety Shelf Topsoil	1	L.S.	\$300.00	\$300.00		\$0.00		\$0.00	1	\$300.00	1.00	\$300.00
47.	Final Deconsolidation of Prairie Area Topsoil	1	L.S.	\$550.00	\$550.00		\$0.00		\$0.00	1	\$550.00	1.00	\$550.00
48.	Pond Erosion Control (Est. Silt Fence 1,505 L.F.)	1	L.S.	\$3,386.25	\$3,386.25		\$0.00		\$0.00	0.70	\$2,370.38	0.70	\$2,370.38
SUB-TOTAL (Items 32. through 48., Inclusive)				\$353,707.05		\$0.00		\$178,058.75		\$125,393.43		\$303,452.18	
TOTAL CONTRACT				\$973,079.51		\$124,118.34		\$241,191.50		\$305,120.34		\$670,430.18	

EXTRA

Item	Description	Qty	Unit	Bid Quantities		Cert-Pay 01		Cert-Pay 02		Cert-Pay 03		Completed To Date	
				Unit Price	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total
1.1	Place 12 Inch Layer of Salvaged Base Course	0	S.Y.	\$8.84	\$0.00	8,515.00	\$75,272.60		\$0.00		\$0.00	8,515.00	\$75,272.60
SUB-TOTAL (Items 32. through 48., Inclusive)				\$0.00		\$75,272.60		\$0.00		\$0.00		\$75,272.60	
TOTAL CONTRACT				\$973,079.51		\$199,390.94		\$241,191.50		\$305,120.34		\$745,702.78	

Completed to Date:	\$199,390.94	\$241,191.50	\$305,120.34	\$745,702.78
Retainage:	\$9,969.55	\$12,059.58	\$2,297.85	\$24,326.98
Subtotal:	\$189,421.39	\$229,131.93	\$302,822.49	\$721,375.80
Previous Application:				\$418,553.32
Amount Due This Application:				\$302,822.49

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

APPLICATION FOR PAYMENT

(Owner)
 Village of Kimberly
 Attn: Maggie Mahoney, Administrator
 515 W Kimberly Ave
 Kimberly, WI 54136

PROJECT: THE BLUE DEVELOPMENT
 CONTRACTOR: MCC, Inc.
 Contract No. K0001-09-21-00400.02
 Project No. K0001-09-21-00400.02
 Application No. 3
 Application Date 10/27/2023
 Period From 10/1/2023 To 10/31/2023

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

The following documents are attached:

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

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

Original Contract	<u>\$973,079.51</u>	Completed To Date	<u>\$776,249.15</u>
Net Change Orders	<u>\$75,272.60</u>	Retainage <u>5</u> %	<u>\$38,812.45</u>
Current Contract Amount	<u>\$1,048,352.11</u>	Subtotal	<u>\$737,436.70</u>
		Previous Applications	<u>\$418,967.81</u>

Amount Due This Application: \$318,468.89

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 3 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 October 31 20 23

MCC, Inc.
 (contractor)

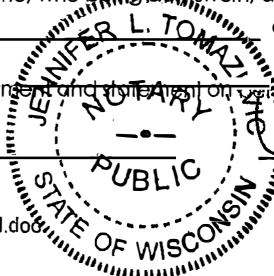
By Joyce G. Murphy Stearns
 (name & title)

COUNTY OF Outagamie
 STATE OF _____ } ss

Before me on this 31 day of October 20 23 Personally appeared Joyce Murphy Stearns
 known to me, who being duly sworn, did depose and say that he/she is the
Vice President of the Contractor above mentioned; that he/she
 (title)

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

My Commission Expires: 01/09/2027



Jennifer L. Tomazi
 (Notary Public)

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retention for line items may apply.

Application No. : 6

Application Date : 10/27/23

To:

Architect's Project No.:

Invoice # : 36686

Contract : 3263SW. Kimberly - The Blue Development

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retention
			From Previous Application (D+E)	This Period In Place					
1	MOBILIZATION, INSURANCE AND BONDING	20,000.00	15,000.00	5,000.00	0.00	20,000.00	100.00%	0.00	
2	COMMON EXCAVATION	59,825.00	59,825.00	0.00	0.00	59,825.00	100.00%	0.00	
3	EXCAVATION BELOW SUBGRADE	2,700.00	11,908.35	0.00	0.00	11,908.35	441.05%	-9,208.35	
4	NEW BASE AGGREGATE DENSE 1 1/4 INCH	43,550.00	0.00	0.00	0.00	0.00	0.00%	43,550.00	
5	PLACE 12 INCH LAYER OF SALVAGED BASE COURSE	16,800.00	0.00	0.00	0.00	0.00	0.00%	16,800.00	
6	PRELIMINARY GRADING AND SHAPING OF STREET TERRACES AND UTILI	4,642.99	4,642.99	0.00	0.00	4,642.99	100.00%	0.00	
7	FINAL GRADING / PULVERIZING / SEEDING TERRACES AND UTILITY E	11,116.82	0.00	8,893.46	0.00	8,893.46	80.00%	2,223.36	
8	E-MAT TERRACES	5,485.50	0.00	0.00	0.00	0.00	0.00%	5,485.50	
9	GRADE / PULVERIZE / SEED / MULCH PRIVATE DEVELOPED AREAS (ES	20,560.00	0.00	20,560.00	0.00	20,560.00	100.00%	0.00	
10	INLET PROTECTION	3,192.00	3,192.00	0.00	0.00	3,192.00	100.00%	0.00	
11	SILT FENCE	5,332.00	4,200.00	0.00	0.00	4,200.00	78.77%	1,132.00	
12	MOBILIZATION, INSURANCE AND BONDING	20,000.00	15,000.00	3,000.00	0.00	18,000.00	90.00%	2,000.00	
13	CLEARING AND GRUBBING (EST. .3 ACRES)	14,500.00	14,500.00	0.00	0.00	14,500.00	100.00%	0.00	
14	COMMON EXCAVATION	15,500.00	15,500.00	0.00	0.00	15,500.00	100.00%	0.00	
15	GEOTECHNICAL ENGINEER / LETTER OF OPINION	6,325.00	3,162.50	3,162.50	0.00	6,325.00	100.00%	0.00	
16	EXCAVATION BELOW SUBGRADE	2,700.00	0.00	540.00	0.00	540.00	20.00%	2,160.00	
17	12 INCH SDR 35 PVC STORM SEWER	2,470.00	0.00	0.00	0.00	0.00	0.00%	2,470.00	
18	36 INCH DIAMETER STORM CATCH BASIN AND CASTING	3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	
19	NEW BASE AGGREGATE DENSE 1 1/4 INCH	10,800.00	0.00	0.00	0.00	0.00	0.00%	10,800.00	
20	6 INCH LAYER OF SALVAGED BASE COURSE	5,200.00	0.00	5,200.00	0.00	5,200.00	100.00%	0.00	
21	5 INCH THICKENED EDGE CONCRETE TRAIL	30,966.65	11,910.25	0.00	0.00	11,910.25	38.46%	19,056.40	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retention for line items may apply.

Application No. : 6

Application Date : 10/27/23

To:

Architect's Project No.:

Invoice #: 36686

Contract : 3263SW. Kimberly - The Blue Development

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retention
			From Previous Application (D+E)	This Period In Place					
22	5 INCH MICROFIBER CONCRETE TRAIL	194,712.00	7,560.00	105,882.00	0.00	113,442.00	58.26%	81,270.00	
23	ADJUSTMENT OF SANITARY/STORM MANHOLES SHOWN ON PLANS	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	
24	4 INCH PULVERIZED TOPSOIL, NO-MOW RESCUE SEED, FERTILIZER AN	5,660.00	0.00	5,660.00	0.00	5,660.00	100.00%	0.00	
25	4 INCH PULVERIZED TOPSOIL, SEED MIX #4, FERTILIZER AND E-MAT	1,575.00	0.00	1,575.00	0.00	1,575.00	100.00%	0.00	
26	6 INCH PULVERIZED TOPSOIL, RYE SEED AND E-MAT (EST. 2,975 SY	28,330.00	0.00	21,247.50	0.00	21,247.50	75.00%	7,082.50	
27	PULVERIZE / SEED / MULCH / ADJACENT TO TRAIL EASEMENT (EST.	5,550.00	0.00	4,162.50	0.00	4,162.50	75.00%	1,387.50	
28	SILT FENCE	6,187.50	5,850.00	0.00	0.00	5,850.00	94.55%	337.50	
29	MEDIUM RIP RAP	615.00	0.00	0.00	0.00	0.00	0.00%	615.00	
30	FURNISH AND INSTALL TRAIL RAILING	48,777.00	0.00	0.00	0.00	0.00	0.00%	48,777.00	
31	INSTALL 2' X 2' LIMESTONE	7,800.00	0.00	8,424.00	0.00	8,424.00	108.00%	-624.00	
32	MOBILIZATION, INSURANCE AND BONDING	20,000.00	0.00	20,000.00	0.00	20,000.00	100.00%	0.00	
33	COMMON EXCAVATION	150,925.00	113,193.75	37,731.25	0.00	150,925.00	100.00%	0.00	
34	HAUL CONTAMINATED SOILS TO OUTAGAMIE COUNTY LANDFILL	22,360.80	0.00	0.00	0.00	0.00	0.00%	22,360.80	
35	24 INCH CLAY LINER	27,000.00	0.00	27,000.00	0.00	27,000.00	100.00%	0.00	
36	GEOTECHNICAL ENGINEER / LETTER OF OPINION	8,290.00	0.00	8,290.00	0.00	8,290.00	100.00%	0.00	
37	36 INCH CLASS III RCP STORM SEWER WITH JOINT TIES	31,815.00	31,815.00	0.00	0.00	31,815.00	100.00%	0.00	
38	SLURRY BACKFILL 36 INCH STORM OUTFALL PER PLAN DETAIL	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	
39	36 INCH RCP APRON ENDWALL WITH TRASH GUARD	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	
40	STORM MANHOLE A	9,800.00	9,800.00	0.00	0.00	9,800.00	100.00%	0.00	
41	OUTLET STRUCTURE WITH TRASH RACKS	20,500.00	10,250.00	0.00	0.00	10,250.00	50.00%	10,250.00	
42	MEDIUM RIP RAP	2,000.00	0.00	1,322.25	0.00	1,322.25	66.11%	677.75	

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retention for line items may apply.

Application No. : 6

Application Date : 10/27/23

To:

Architect's Project No.:

Invoice # : 36686

Contract : 3263SW. Kimberly - The Blue Development

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retention
			From Previous Application (D+E)	This Period In Place					
43	12 INCH PULVERIZED TOPSOIL FOR SAFETY SHELF (EST. 1,768 SY)	8,615.00	0.00	8,615.00	0.00	8,615.00	100.00%	0.00	
44	6 INCH PULVERIZED TOPSOIL, SEED, E-MAT FOR PRAIRIE AREAS (ES)	28,665.00	0.00	28,665.00	0.00	28,665.00	100.00%	0.00	
45	PULVERIZE EXISTING SOIL / RYE SEED / E-MAT (EST. 3,165 SY)	6,500.00	0.00	6,500.00	0.00	6,500.00	100.00%	0.00	
46	FINAL DECONSOLIDATION OF SAFETY SHELF TOPSOIL	300.00	0.00	300.00	0.00	300.00	100.00%	0.00	
47	FINAL DECONSOLIDATION OF PRAIRIE AREA TOPSOIL	550.00	0.00	550.00	0.00	550.00	100.00%	0.00	
48	POND EROSION CONTROL (EST. SILT FENCE 1,505 LF)	3,386.25	0.00	3,386.25	0.00	3,386.25	100.00%	0.00	
49	CO1-PLACE 12 INCH LAYER OF SALVAGED BASE COURSE	75,272.60	75,272.60	0.00	0.00	75,272.60	100.00%	0.00	
Grand Totals		1,048,352.11	440,582.44	335,666.71	0.00	776,249.15	74.04%	272,102.96	38,812.45



P.O. Box 1137
 Appleton, WI 54912-1137
 Phone: 920-749-3360 Fax:
 920-749-3384

INVOICE # 36686

Estimate # 6
 Architect Project #

To: Customer # 1341
 VILLAGE OF KIMBERLY STREET DEP
 515 WEST KIMBERLY AVE
 KIMBERLY, WI 54136

Invoice #: 36686
 Date: 10/27/23
 Customer Reference: K0001-09-21-00400.02 KIMBERLY
 Invoice Due Date: 12/26/23
 Payment Terms: NET 60 DAYS
 Project Manager: Sam Woelfel

Contract S263SW. Kimberly - The Blue Development

Make Check Payable to: MCC INC.

Total US Dollars Due **318,468.89**

MCC imposes a surcharge on payments made by credit card, which is not greater than our cost of acceptance.

Item #	Contract Item	Units	U/M	Unit Price	Total
1	MOBILIZATION, INSURANCE AND BONDING	1.00	LSB	20,000.00	20,000.00
2	COMMON EXCAVATION	1.00	LSB	59,825.00	59,825.00
3	EXCAVATION BELOW SUBGRADE	882.10	CY	13.50	11,908.35
4	NEW BASE AGGREGATE DENSE 1 1/4 INCH	0.00	TON	13.40	0.00
5	PLACE 12 INCH LAYER OF SALVAGED BASE COURSE	0.00	SY	4.20	0.00
6	PRELIMINARY GRADING AND SHAPING OF STREET TERRACES AND UTILI	1.00	LSB	4,642.99	4,642.99
7	FINAL GRADING / PULVERIZING / SEEDING TERRACES AND UTILITY E	0.80	LSB	11,116.82	8,893.46
8	E-MAT TERRACES	0.00	SY	1.15	0.00
9	GRADE / PULVERIZE / SEED / MULCH PRIVATE DEVELOPED AREAS (ES	1.00	LSB	20,560.00	20,560.00
10	INLET PROTECTION	1.00	LSB	3,192.00	3,192.00
11	SILT FENCE	2,100.00	LF	2.00	4,200.00
12	MOBILIZATION, INSURANCE AND BONDING	0.90	LSB	20,000.00	18,000.00
13	CLEARING AND GRUBBING (EST. .3 ACRES)	1.00	LSB	14,500.00	14,500.00
14	COMMON EXCAVATION	1.00	LSB	15,500.00	15,500.00
15	GEOTECHNICAL ENGINEER / LETTER OF OPINION	1.00	LSB	6,325.00	6,325.00
16	EXCAVATION BELOW SUBGRADE	40.00	CY	13.50	540.00
17	12 INCH SDR 35 PVC STORM SEWER	0.00	LF	95.00	0.00
18	36 INCH DIAMETER STORM CATCH BASIN AND CASTING	0.00	EA	3,500.00	0.00
19	NEW BASE AGGREGATE DENSE 1 1/4 INCH	0.00	TON	14.40	0.00
20	6 INCH LAYER OF SALVAGED BASE COURSE	2,000.00	SY	2.60	5,200.00
21	5 INCH THICKENED EDGE CONCRETE TRAIL	1,775.00	SF	6.71	11,910.25
22	5 INCH MICROFIBER CONCRETE TRAIL	16,206.00	SF	7.00	113,442.00
23	ADJUSTMENT OF SANITARY/STORM MANHOLES SHOWN ON PLANS	1.00	LSB	15,000.00	15,000.00
24	4 INCH PULVERIZED TOPSOIL, NO-MOW RESCUE SEED, FERTILIZER AN	1.00	LSB	5,660.00	5,660.00
25	4 INCH PULVERIZED TOPSOIL, SEED MIX #4, FERTILIZER AND E-MAT	1.00	LSB	1,575.00	1,575.00
26	6 INCH PULVERIZED TOPSOIL, RYE SEED AND E-MAT (EST. 2,975 SY	0.75	LSB	28,330.00	21,247.50



P.O. Box 1137
 Appleton, WI 54912-1137
 Phone: 920-749-3360 Fax:
 920-749-3384

INVOICE # 36686

Estimate # 6
 Architect Project #

To : Customer # 1341
 VILLAGE OF KIMBERLY STREET DEP
 515 WEST KIMBERLY AVE
 KIMBERLY, WI 54136

Invoice #: 36686
 Date: 10/27/23
 Customer Reference: K0001-09-21-00400.02 KIMBERLY
 Invoice Due Date: 12/26/23
 Payment Terms: NET 60 DAYS
 Project Manager: Sam Woelfel

Contract 3263SW. Kimberly - The Blue Development

Make Check Payable to: MCC INC.

Total US Dollars Due **318,468.89**

MCC imposes a surcharge on payments made by credit card, which is not greater than our cost of acceptance.

Item #	Contract Item	Units	U/M	Unit Price	Total
27	PULVERIZE / SEED / MULCH / ADJACENT TO TRAIL EASEMENT (EST.	0.75	LSB	5,550.00	4,162.50
28	SILT FENCE	2,600.00	LF	2.25	5,850.00
29	MEDIUM RIP RAP	0.00	TON	41.00	0.00
30	FURNISH AND INSTALL TRAIL RAILING	0.00	LF	68.70	0.00
31	INSTALL 2' X 2' LIMESTONE	162.00	LF	52.00	8,424.00
32	MOBILIZATION, INSURANCE AND BONDING	1.00	LSB	20,000.00	20,000.00
33	COMMON EXCAVATION	1.00	LSB	150,925.00	150,925.00
34	HAUL CONTAMINATED SOILS TO OUTAGAMIE COUNTY LANDFILL	0.00	TON	7.70	0.00
35	24 INCH CLAY LINER	1,800.00	SY	15.00	27,000.00
36	GEOTECHNICAL ENGINEER / LETTER OF OPINION	1.00	LSB	8,290.00	8,290.00
37	36 INCH CLASS III RCP STORM SEWER WITH JOINT TIES	101.00	LF	315.00	31,815.00
38	SLURRY BACKFILL 36 INCH STORM OUTFALL PER PLAN DETAIL	1.00	LSB	3,000.00	3,000.00
39	36 INCH RCP APRON ENDWALL WITH TRASH GUARD	2.00	EA	5,000.00	10,000.00
40	STORM MANHOLE A	1.00	LSB	9,800.00	9,800.00
41	OUTLET STRUCTURE WITH TRASH RACKS	0.50	LSB	20,500.00	10,250.00
42	MEDIUM RIP RAP	52.89	TON	25.00	1,322.25
43	12 INCH PULVERIZED TOPSOIL FOR SAFETY SHELF (EST. 1,768 SY)	1.00	LSB	8,615.00	8,615.00
44	6 INCH PULVERIZED TOPSOIL, SEED, E-MAT FOR PRAIRIE AREAS (ES	1.00	LSB	28,665.00	28,665.00
45	PULVERIZE EXISTING SOIL / RYE SEED / E-MAT (EST. 3,165 SY)	1.00	LSB	6,500.00	6,500.00
46	FINAL DECONSOLIDATION OF SAFETY SHELF TOPSOIL	1.00	LSB	300.00	300.00
47	FINAL DECONSOLIDATION OF PRAIRIE AREA TOPSOIL	1.00	LSB	550.00	550.00
48	POND EROSION CONTROL (EST. SILT FENCE 1,505 LF)	1.00	LSB	3,386.25	3,386.25
49	CO1-PLACE 12 INCH LAYER OF SALVAGED BASE COURSE	8,515.00	SY	8.84	75,272.60



P.O. Box 1137
 Appleton, WI 54912-1137
 Phone: 920-749-3360 Fax:
 920-749-3384

INVOICE # 36686

Estimate # 6
 Architect Project #

To : Customer # 1341
 VILLAGE OF KIMBERLY STREET DEP
 515 WEST KIMBERLY AVE
 KIMBERLY, WI 54136

Invoice #: 36686
 Date: 10/27/23
 Customer Reference: K0001-09-21-00400.02 KIMBERLY
 Invoice Due Date: 12/26/23
 Payment Terms: NET 60 DAYS
 Project Manager: Sam Woelfel

Contract 8263SW. Kimberly - The Blue Development

Make Check Payable to: MCC INC.

Total US Dollars Due **318,468.89**

MCC imposes a surcharge on payments made by credit card, which is not greater than our cost of acceptance.

Item #	Contract Item	Units	U/M	Unit Price	Total	
					Total :	776,249.15
					Retainage :	0.00
					Total Completed to Date :	38,812.45
					Less Previous Applications :	418,967.81
					Total Due This Invoice :	318,468.89



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Consider Waste Oil Equipment Purchase for Street and Parks Building

REPORT PREPARED BY: Greg Ulman, Director of Public Works/Zoning
Administrator; Shaun Brill, Mechanic

REPORT DATE: December 11, 2023

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report MEM

See additional comments attached _____

EXPLANATION: With the coming construction a new street and parks building we will install a Waste Oil Equipment dispenser system. The system will include a dumping station in the shop area for waste oil, complete with a pump to send the waste oil to our bulk storage room where it will be stored in a large double walled tank until pumped out of our facility.

This system is intended to be installed in the new facility, however it could be used in the current building and we would significantly improve safety with this system.

We received the following quotes for this equipment:

Halron Lubricants: \$15,369.00

U.S. Petroleum Equipment: \$20,144

Midwest Equipment Specialists: \$28,122.70

Plymouth Lubricants: Incomplete Quote – We asked for an official quote and the sales rep. wrote a few numbers down on a piece of paper.

Please note the labor rates are different between quotes, these are based on the distance the crew will need to travel to provide installation. The equipment pricing is similar.

We reached out for updated quotes as we have been gathering information throughout 2023, and the prices hold true we were told, as a few of the company's didn't give us an updated date on their quotes.

Conclusion: Halron Lubricants did state that they will hold the equipment and not bill us until install is complete with the new facility. The Village will need to sign a P.O. to hold the price until installation is complete.

Funding: This equipment is included in the approved 2024 CIP as Waste Oil System (SB-24-07) for \$14,000 using funds from the Street Building Trust fund. The recommended quote of \$15,369 is an additional \$1,369. It is anticipated that payment will be required upon installation in 2025. Future CIP will include this purchase using funds from the Street Building Trust fund in the amount of \$15,369.

Recommendation: Staff recommends approving the purchase of Waste Oil equipment from Halron Lubricants in the amount of \$15,369.00 to be payable upon completion of installation.

Attachments: Pictures of the system and quotes

Oil Room

shop
*

oil room

**NO SMOKING
USED - OIL
COLLECTION ONLY
DEPOSITING OTHER
MATERIALS IS PROHIBITED**



HALRON LUBRICANTS INC.

1618 STATE STREET
 P.O. BOX 2188
 GREEN BAY WI 54306-2188
 (920) 436-4000 OR (800) 236-5845

EQUIPMENT ESTIMATE

Phone	Date 11/29/2023
-------	---------------------------

Quoted To:

Job Name/Location:

VILLAGE OF KIMBERLY

VILLAGE OF KIMBERLY

TBD

ATTN: SHAUN BRILL

KIMBERLY, WI

JOB DESCRIPTION:

ESTIMATE ON USED OIL EQUIPMENT WITH INSTALL

Item #'s	Qty	Description	Unit Price	Extended Price
NEW OIL				
300DBLW	1	300 GALLON DOUBLE WALL TANK	\$4,250.00	\$4,250.00
PLAN FEE	1	PLAN FEE	\$450.00	\$450.00
647016	1	GRACO 1" DIAPHRAGM PUMP	\$835.00	\$835.00
DUMPSTATION	1	CUSTOM MADE DUMP STATION	\$750.00	\$750.00
MO2440400AV	2	4" EMERGENCY VENT	\$315.00	\$630.00
MO3540200AV	2	2" UPDRAFT VENT	\$175.00	\$350.00
007	1	HUSKY LIQUID LEVEL ALARM	\$725.00	\$725.00
007SV	1	HUSKY SOLENOID VALVE	\$425.00	\$425.00
J525X3/4	350	3/4" HYDRAULIC TUBING PER FOOT	\$5.75	\$2,012.50
7505X12	3	3/4" 90 DEGREE ELBOW	\$45.00	\$135.00
7205X12	2	3/4" MALE CONNECTOR	\$30.00	\$60.00
7305X12	7	3/4" COMPRESSION UNION	\$32.00	\$224.00
3/4HYD WITH END	2	3/4" HYDRAULIC HOSE 4' WITH ENDS	\$195.00	\$390.00
18-2	150	SENSOR WIRE PER FOOT	\$3.75	\$562.50
BLACKKNIGHT	1	BLACK KNIGHT TANK GAUGE	\$350.00	\$350.00
955AD	1	AIR REGULATOR	\$80.00	\$80.00
OPW1611	1	2" DRYBRAKE FITTING	\$225.00	\$225.00
DECAL SET	1	ONE SET OF TANK DECALS	\$350.00	\$350.00
MIV2BA100	1	2" BALL VALVE	\$140.00	\$140.00
DX200DCAL	1	2" DUST CAP	\$75.00	\$75.00
MISC.	1	MISC. CLAMPS, FASTENERS, B-LINE, VALVES, ETC.	\$350.00	\$350.00
LABOR	1	LABOR TO INSTALL NEW OIL SYSTEM	\$2,000.00	\$2,000.00
Labor will be charged on a time and material basis at a rate of \$100.00/hour per man.				\$15,369.00

NOTES:

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORSEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED, AND ALSO DOES NOT INCLUDE APPLICABLE SALES/USE TAXES. HALRON MAY REQUIRE PAYMENT OF 50% OF THE ESTIMATED JOB COST BEFORE THE PROJECT START DATE. THE REMAINING ACTUAL JOB COST WILL BE INVOICED UPON JOB COMPLETION AND MUST BE PAID IN ACCORDANCE WITH HALRON'S STANDARD PAYMENT TERMS AND CREDIT POLICY AS OUTLINED ON THE APPLICATION FOR CREDIT. SIGN AND RETURN THIS AGREEMENT ALONG WITH PAYMENT (IF REQUIRED) IN ORDER TO ACCEPT THIS ESTIMATE. CUSTOMER IRREVOCABLY GRANTS TO HALRON A PURCHASE MONEY SECURITY INTEREST IN ALL EQUIPMENT BEING INSTALLED UNTIL SUCH TIME AS IT HAS BEEN PAID IN FULL.

ESTIMATED	
JOB COST:	\$15,369.00

Accepted: _____ Date: _____



12/4/23


Shaun,

Per the attached estimates on both the new oil system and used oil system for the Village of Kimberly, Halron agrees to order the equipment and house it free of charge until the project is ready for us to complete our installation. All we require up front would be a signed and dated copy of each of the estimates along with a PO from the Village. This is a typical process for Halron Lubricants Inc. with all of the larger install projects we work on.

Thanks,

Aaron Rutkowski

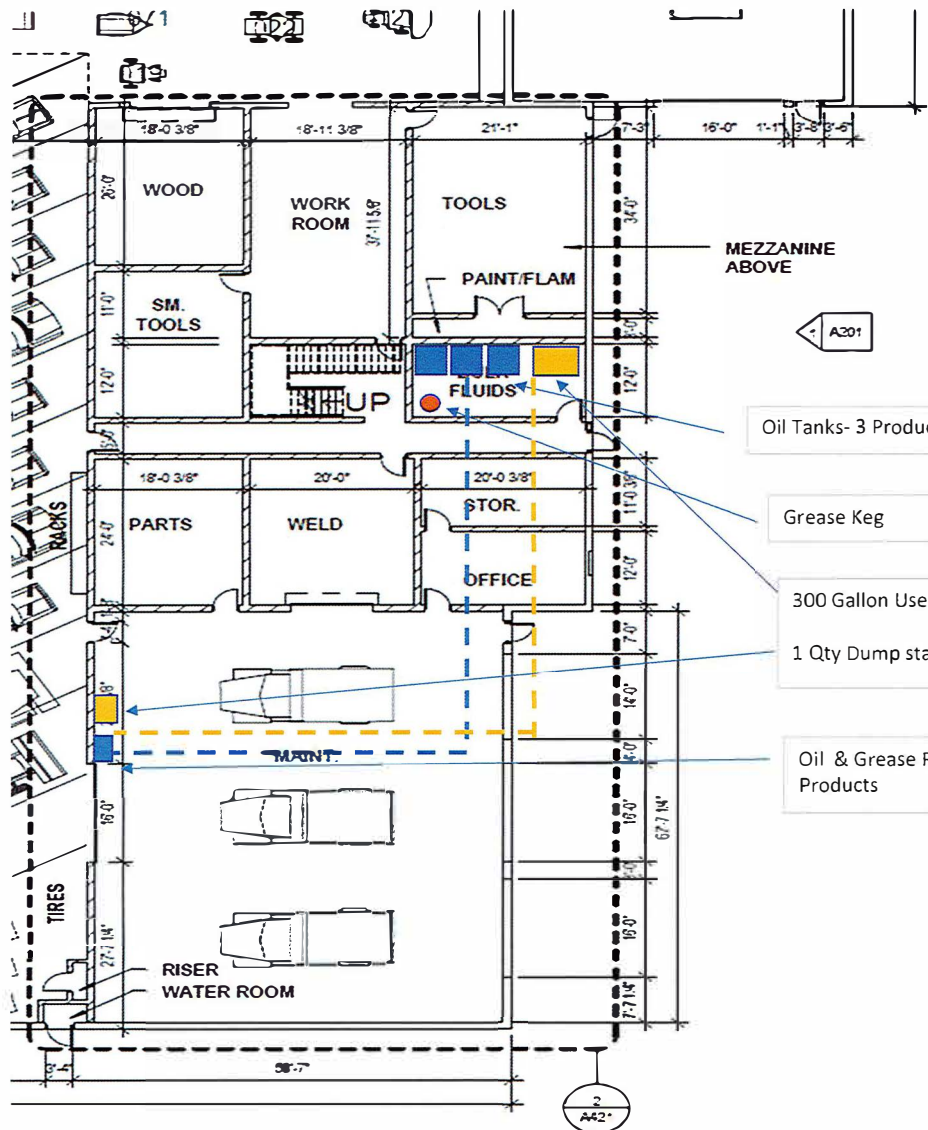
GM of Equipment Sales and Services

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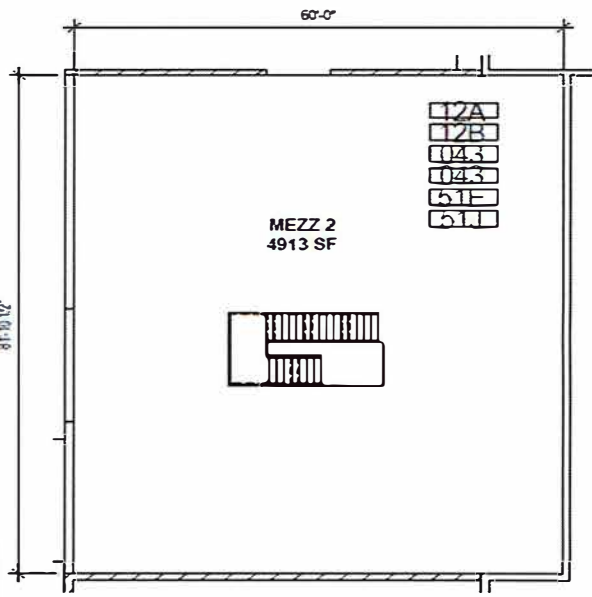
HALRON LUBRICANTS INC.

1618 STATE STREET, PO BOX 2188 • GREEN BAY, WI 54306-2188
(920) 436-4000 • (800) 236-5845 • FAX (920) 436-4004 • E-MAIL: halron@halron.com
BRANCH

611 25TH AVENUE NORTH, PO BOX 1268 • WISCONSIN RAPIDS, WI 54495-1268
(715) 423-8767 • (800) 842-5766 • FAX (715) 424-1032 • E-MAIL: halron@halron.com



- Oil Tanks- 3 Products
- Grease Keg
- 300 Gallon Used Oil
- 1 Qty Dump station
- Oil & Grease Reels- 4 Products



3 FLOOR PLAN - MEZZANINE 2
A101 1/16" = 1'-0"



A DIVISION OF U.S. VENTURE, INC.
Installing Confidence™

Office: (800) 490-4915 Fax: (920) 739-0741

Main office Service office Service office
558 Carter Ct 7120 Highland Dr 11225 W Mitchell St
Kimberly, WI 54136 Wausau, WI 54401 West Allis, WI 53214

USPE Customer #

384251

Proposal For

Shaun Brill
Equipment Mechanic
Village of Kimberly
426 W. Kimberly Ave
Kimberly, WI 54136

Phone: (920) 788-7507

Email: sbrill@vokimberlywi.gov

BUDGET PROPOSAL

Proposal Date: 4/21/2023
Proposal Number: JW23827PS
Proposal Expiration: 15 Days from proposal date
Business Consultant: Jeff Wildenberg

Site Address

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

U.S. Petroleum Equipment is pleased to provide a proposal to complete the following work:

Provide and install the following Lube equipment.

LUBE EQUIPMENT

(3)	Rhino RTT- 1210 120 gallon stackable tank	\$	847.00
(1)	Rhino RTT- 2000 Stand kit 4" legs w/ foot flange	\$	285.00
(3)	Rhino RTT- 4032 1 Way venting breather cap 2"	\$	90.00
(3)	Rhino RTT- 4078 2" x 1" Air breather adapter	\$	16.00
	Freight for Rhino tanks & accessories	\$	350.00
(3)	Graco 248230 3:1 Mini Fire Ball 225 series, universal oil pump w hose	\$	2,678.00
(3)	1-1/2" x 1" bushing for pump suction	\$	13.00
(3)	1" x 8' hard wall hose for pump inlet	\$	169.00
(4)	Graco 109075 3/8" Air regulator with gauge	\$	368.00
(3)	Graco 203987 wall mount bracket	\$	572.00
(3)	Graco 235998 Thermal relief kit	\$	606.00
(3)	Graco SDM65D 1/2"x50' Oil reel Black	\$	1,949.00
(3)	Graco 218549 reel inlet kit oil	\$	188.00
(2)	Graco 26C384 SDP8 Preset electronic meter	\$	2,768.00
(1)	Graco 25C903 EM8 Manual electronic meter	\$	502.00
(6)	1/2" Ball valve shut off at hose reel	\$	77.00
(1)	Graco 246914 120 lb. stationary grease supply kit includes: 50:1 Mini Fire Ball pump, Hoses, Follower plate, & Drum cover	\$	1,144.00
(1)	Graco SDH55D 3/8" x 50' Grease reel Black	\$	829.00
(1)	Graco 218550 reel inlet kit for grease	\$	98.00
(1)	Graco 242058 3/8" Pro shot grease dispense valve	\$	221.00
(1)	Graco 224569 Z-swivel for grease dispenser	\$	166.00
(2)	Graco 202869 High pressure grease shut off valve	\$	304.00

Continued

(480)	(Ln. Ft.) 3/4" Hydraulic .065 tubing for oil	\$	1,200.00
(160)	(Ln. Ft.) 3/4" Hydraulic .095 tubing for grease	\$	590.00
(16)	3/4" Compression 90's	\$	514.00
(28)	3/4" Compression unions	\$	573.00
(16)	3/4" Compression x 1/2" ends	\$	227.00
(3)	1/2" x 30' Hydraulic hoses for under ground oil supply to reel rack	\$	690.00
(1)	3/8" x 30' Hydraulic hose for under ground Grease supply to reel rack	\$	210.00
◇	Piping, fittings, and hardware.	\$	250.00

6" PIPE CHASEWAY

By GC #18,494

(25)	(Ln. Ft.) 6" SCH80 PVC pipe
(2)	6" SCH80 long sweep elbows
(1)	6" SCH80 couplings
◇	Glue and Cleaner

CUSTOM OIL REEL RACK

(1)	7 Reel - 10' tall, Custom built reel rack with drip pan and computer desk on (1) end.	\$	9,125.00
◇	Includes a stainless steel drip pan		
(1)	Graco 24A936 3 reel bracket	\$	264.00
(1)	Graco 24A937 4 reel bracket	\$	342.00
◇	Paint the frame Yellow.	\$	400.00
◇	Freight to site.	\$	100.00

#10,271

WASTE OIL TANK

(1)	280 gallon, UL142 doublewall 50"L x 34"W x 39"H rectangular tank painted white,	\$	5,250.00
◇	Freight	\$	350.00
(1)	Malo 5 gallon fill/spill with lockable cover, 2" suction tube	\$	244.00
(2)	Morrison 3" emergency vent	\$	165.00
(1)	Morrison 2" updraft vent with riser pipe	\$	42.00
(1)	38" Krueger At-A-Glace tank gauge	\$	107.00
(1)	38" Krueger At-A-Glace leak gauge	\$	107.00
(1)	Graco 24E166 waste oil Evac pump kit	\$	1,755.00
(1)	Morrison 915 overfill alarm, air shut off kit	\$	900.00
(160)	(Ln. Ft.) 1" Black pipe SCH40	\$	1,040.00
(1)	(Ln. Ft.) 1" X 30' Hydraulic hose in the chase way.	\$	472.00
(1)	Graco 110878 1" Y strainer	\$	132.00
◇	No Smoking/Stop Engine Decals & misc. fitting & hangers	\$	85.00

#10,649

INSTALLATION

\$ 18,990.00

- ◇ Install new tank
- ◇ Set Oil reel rack in place
- ◇ Install pumps
- ◇ Install piping from the pumps to the reels.
- ◇ Install the waste Tank & oil pump
- ◇ Purge the lines with owner supplied products
- ◇ Pressure test all the lines
- ◇ Train owner on equipment use.
- ◇ Submit warranty paperwork to manufacturers.

SUBTOTAL FOR THE ABOVE PROPOSAL	\$ 58,364.00
APPLICABLE SALES TAX (T & WT)	Exempt
TOTAL FOR PROPOSAL	\$ 58,364.00

Attached terms and conditions apply.

PROPOSAL NOTES:

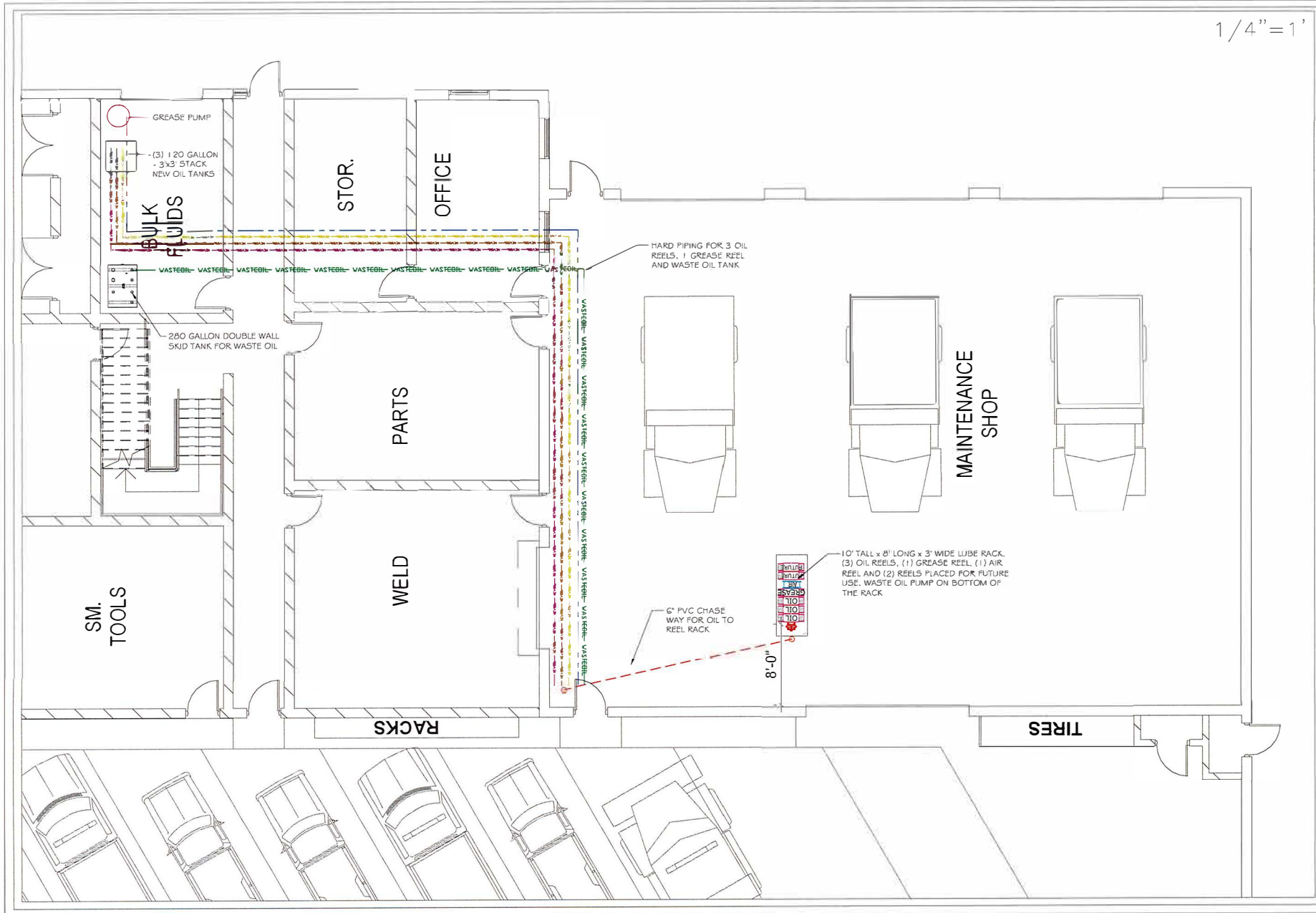
- ◇ If any installation or delivery delays are encountered due to
- ◇ unexpected site problems, a change order may be required to
- ◇ offset labor & shipping cost.
- ◇ **Price Increase. U.S. Petroleum Equipment reserves the right to pass-along unforeseen price increases from Vendors which occur after contract signing and before the completion of the project.** *Written notice will be given to the Customer and the charge will be reflected on the Customer's invoice. Documentation of the increase from the Vendor will be provided upon request for customer. Any price increases in proposed components, parts, materials, or subcontractors are considered a price change. This includes any increases in pricing (i.e. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', freight / shipping / handling / transportation fee increases, etc.), are also considered to be price changes.*

ITEMS NOT INCLUDED WITH THIS PROPOSAL:

- ◇ Any equipment or services not listed in the above scope of work.
- ◇ Electrical services or material

Thank you for considering U.S. Petroleum Equipment for your service and equipment needs.

1/4" = 1'



Division of **US** Venture Inc.
 10000 W. 10th Street
 Suite 100, Lakewood, CO 80226
 Ph: 1-800-460-815



VILLAGE OF KIMBERLY
 MUNICIPAL SERVICES CENTER

Drawn By
 DD

Date
 04/20/02

1 of 1

Proposal

Date 6/12/2023

Midwest

Equipment Specialists, Inc.

4725 Farwell St.
McFarland, WI 53558
Phone 608-838-8151
Fax 608-838-6059
midwestequipmentspecialist@gmail.com

Business Village of Kimberly
Street 426 W. Kimberly Ave.
City Kimberly
State WI ZIP 54136

Phone 920-788-7507
Fax _____
Contact Shaun Brill
County _____
e-mail sbrill@vokimberlywi.gov

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
		Waste oil System		\$ -
				\$ -
1		New waste oil system. Includes	\$ 15,512.70	\$ 15,512.70
		New waste oil tank 1300 gallons		\$ -
		38"x60" DW, New wall mount		\$ -
		funnel drain system comes with		\$ -
		everything needed to hook up.		\$ -
		48" x 14" deep (under screen)		\$ -
		All piping, fittings, hardware		\$ -
		nessasary to install system.		\$ -
		Warning sticker set for W/O tank.		\$ -
				\$ -
1	LBR	Labor to install waste oil system.	\$ 12,610.00	\$ 12,610.00
		forklift rental for setting waste oil		\$ -
		tank.		\$ -
				\$ -
				\$ -
				\$ -
		Note: will need 110V power supply		\$ -
		and air drop on wall where waste oil		\$ -
		dump station will mount on wall.		\$ -
		supplied by other.		\$ -

NOTE: Cash price and lease option good for 30 days from date of proposal.

Sub Total	\$ 28,122.70
Tax, Exempt	\$ -
Total	\$ 28,122.70

VISA AND MASTERCARD ACCEPTED, FEES MAY APPLY

TERMS

Payment of Purchase price shall be DUE upon delivery. Late payments are subject to a finance charge of 1 1/2% per month (18% per annum) from the date of delivery.

If for any reason Buyer wishes to return merchandise to Seller, and Seller agrees to accept such return, Buyer agrees to pay Seller a 20% restocking charge (which is charged by Sellers vendor) plus freight charges.

Changes to this agreement are valid only if agreed to in writing by both parties.

Proposal submitted by Joe Seefeldt

PROPOSAL ACCEPTED BY

SIGNATURE _____

TITLE _____

DATE _____

Customer ID 4VILLOFKIM

Last 365

Items Purchased	Date	Customer PN	Avg	Last Unit	Last Item	VPN	PN
PRO PERFORMANCE 10W30 BULK	10/26/21	0	0	7.92000	7.92000	620813001097	0881
PRO PERFORMANCE 15W40 CK-4 BULK	09/09/22	92	160	10.75000	10.75000	32011	3201
PRO PERFORMANCE MV AW 32 BULK	11/09/22	100	193	10.26000	10.26000	40500	1331

Plymouth Lubricants

\$2-3 for OIL Pipping

\$500 Tank 120 or 180 gallon

\$3000 Pump/meter/hose

\$ Brass Spigots 100

\$700 stand



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Consider New Oil Equipment Purchase for Street and Parks Building

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

REPORT DATE: December 11, 2023

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report _____ MEM

See additional comments attached _____

EXPLANATION: With the construction of a new street and parks building we will install a New Oil Equipment dispenser system (new means fresh oil, as opposed to used/waste oil). The oil for the system will be housed in this storage system complete with hose reels, piping, and handheld dispensers. This system will prevent our mechanic from manually pumping oil from a barrel to a container to the engine, reducing time walking back and forth, and being accurate with the fluid counter on the dispenser. (Pictures are included to show the system.)

This system is intended to be installed in the new facility, however it could be used in the current building and we would significantly improve safety with this system.

We received the following 4 quotes for this equipment:

Halron Lubricants: \$24,565.00

U.S. Petroleum Equipment: \$38,210.00

Midwest Equipment Specialists: \$51,377.86

Plymouth Lubricants: Incomplete Quote – We asked for an official quote and the sales rep. wrote a few numbers down on a piece of paper.

Please note the labor rates are different between quotes for Halron Lubricants and Midwest Equipment Specialists, these are based on the distance the crew will need to travel to provide installation. The equipment pricing is similar. U.S. Petroleum's bid contains an oil rack (standard to

their system) which is placed in the center of the shop floor for an extra \$10,649.00 which the Village is not in favor of.

We reached out for updated quotes as we have been gathering information throughout 2023, and the prices hold true we were told, as a few of the company's didn't give us an updated date on their quotes.

Conclusion: Halron Lubricants did state that they will hold the equipment and not bill us until install is complete with the new facility. The Village will need to sign a P.O. to hold the price until installation is complete.

Funding: This item was not included in the 2024-2028 CIP. It is anticipated that payment will be required upon installation in 2025. Future CIP will include this purchase using funds from the Street Building Trust fund in the amount of \$24,565. An estimated \$90,000 of unallocated funds are available in this trust fund for this purchase at the end of 2024.

Recommendation: Staff recommends approving the purchase of New Oil equipment from Halron Lubricants in the amount of \$24,565.00 to be payable upon completion of installation.

Attachments: Pictures of the system and quotes

Oil Room

shop
*

oil room

**NO SMOKING
USED - OIL
COLLECTION ONLY
DEPOSITING OTHER
MATERIALS IS PROHIBITED**



HALRON LUBRICANTS INC.

1618 STATE STREET
P.O. BOX 2188
GREEN BAY WI 54306-2188
(920) 436-4000 OR (800) 236-5845

EQUIPMENT ESTIMATE

Phone	Date
	11/29/2023

Quoted To:

Job Name/Location:

VILLAGE OF KIMBERLY

VILLAGE OF KIMBERLY

TBD

ATTN: SHAUN BRILL

KIMBERLY, WI

JOB DESCRIPTION:

ESTIMATE ON NEW OIL EQUIPMENT WITH INSTALL

Item #'s	Qty	Description	Unit Price	Extended Price
NEW OIL				
T180	3	FLUIDALL 180 GALLON POLY TANK	\$550.00	\$1,650.00
LS036DTHL	3	FLUIDALL 36" STAND WITH DRIP TRAY	\$695.00	\$2,085.00
VALVE SETUP	3	1" VALVE AND CAMLOCK SETUP	\$95.00	\$285.00
DEFVB	3	2 WAY BREATHER VENT	\$85.00	\$255.00
347120	3	SAMSON 5:1 OIL PUMP	\$595.00	\$1,785.00
333LT	1	SAMSON 60:1 STATIONARY GREASE PUMP SETUP FOR KEG	\$1,350.00	\$1,350.00
955AD	4	AIR REGULATOR	\$80.00	\$320.00
504250K	3	SAMSON 1/2" X 50' OIL REEL	\$575.00	\$1,725.00
504350K	1	SAMSON 1/4" X 50' GREASE REEL	\$775.00	\$775.00
360116	1	SAMSON 4 REEL MOUNTING CHANNEL	\$200.00	\$200.00
1390	4	MOUNTING CHANNEL BRACKET	\$90.00	\$360.00
242056	1	GREASE HANDLE WITH SWIVEL AND HOSE	\$180.00	\$180.00
2198	3	SAMSON PRESET METER	\$565.00	\$1,695.00
J525X3/4	400	3/4" HYDRAULIC TUBING PER FOOT	\$5.75	\$2,300.00
7505X12	8	3/4" 90 DEGREE ELBOW	\$45.00	\$360.00
7205X12	8	3/4" MALE CONNECTOR	\$30.00	\$240.00
7305X12	30	3/4" COMPRESSION UNION	\$32.00	\$960.00
1/2HYD WITH END	8	1/2" HYDRAULIC HOSE 4' WITH ENDS	\$155.00	\$1,240.00
MISC.	1	MISC. CLAMPS, FASTENERS, B-LINE, VALVES, ETC.	\$800.00	\$800.00
LABOR	1	LABOR TO INSTALL NEW OIL SYSTEM	\$6,000.00	\$6,000.00

Labor will be charged on a time and material basis at a rate of \$100.00/hour per man.

\$24,565.00

NOTES:

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORSEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED, AND ALSO DOES NOT INCLUDE APPLICABLE SALES/USE TAXES. HALRON MAY REQUIRE PAYMENT OF 50% OF THE ESTIMATED JOB COST

ESTIMATED

JOB COST:

\$24,565.00



12/4/23

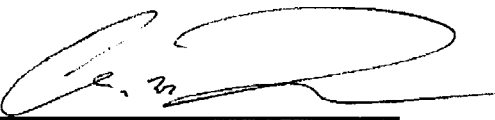
Shaun,

Per the attached estimates on both the new oil system and used oil system for the Village of Kimberly, Halron agrees to order the equipment and house it free of charge until the project is ready for us to complete our installation. All we require up front would be a signed and dated copy of each of the estimates along with a PO from the Village. This is a typical process for Halron Lubricants Inc. with all of the larger install projects we work on.

Thanks,

Aaron Rutkowski

GM of Equipment Sales and Services

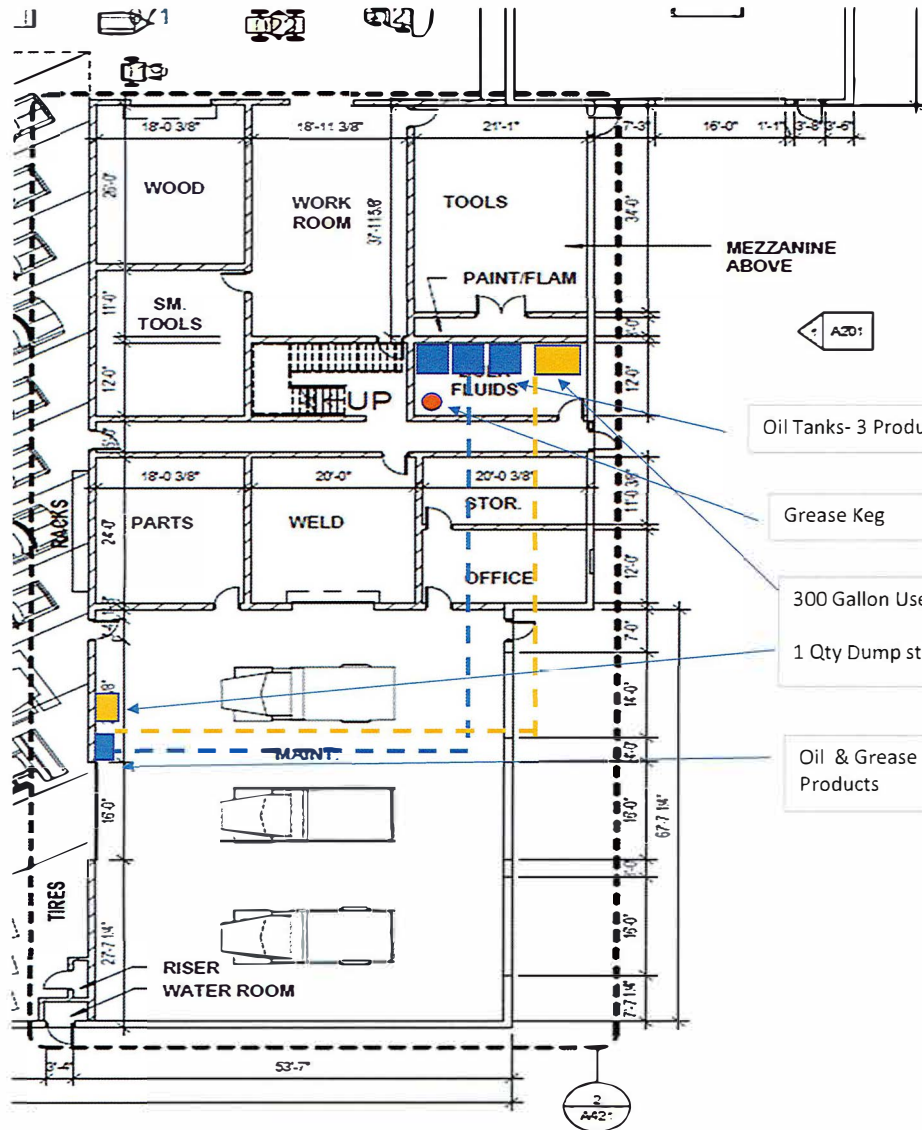
X 

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BRANCH

611 25TH AVENUE NORTH, PO BOX 1268 • WISCONSIN RAPIDS, WI 54495-1268
(715) 423-8767 • (800) 842-5766 • FAX (715) 424-1032 • E-MAIL: halron@halron.com



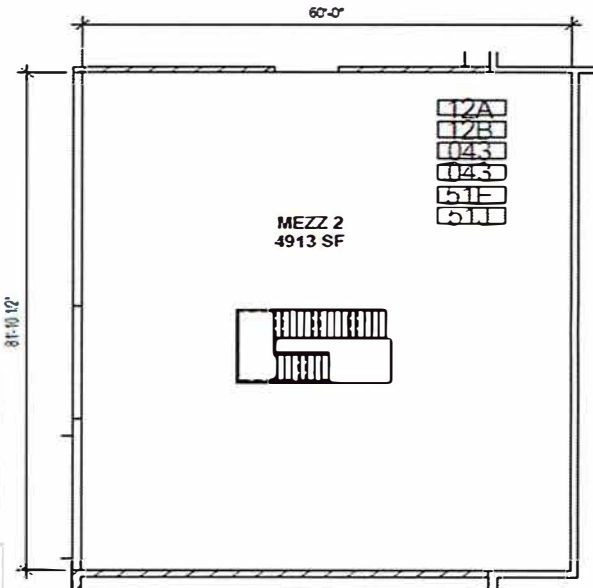
Oil Tanks- 3 Products

Grease Keg

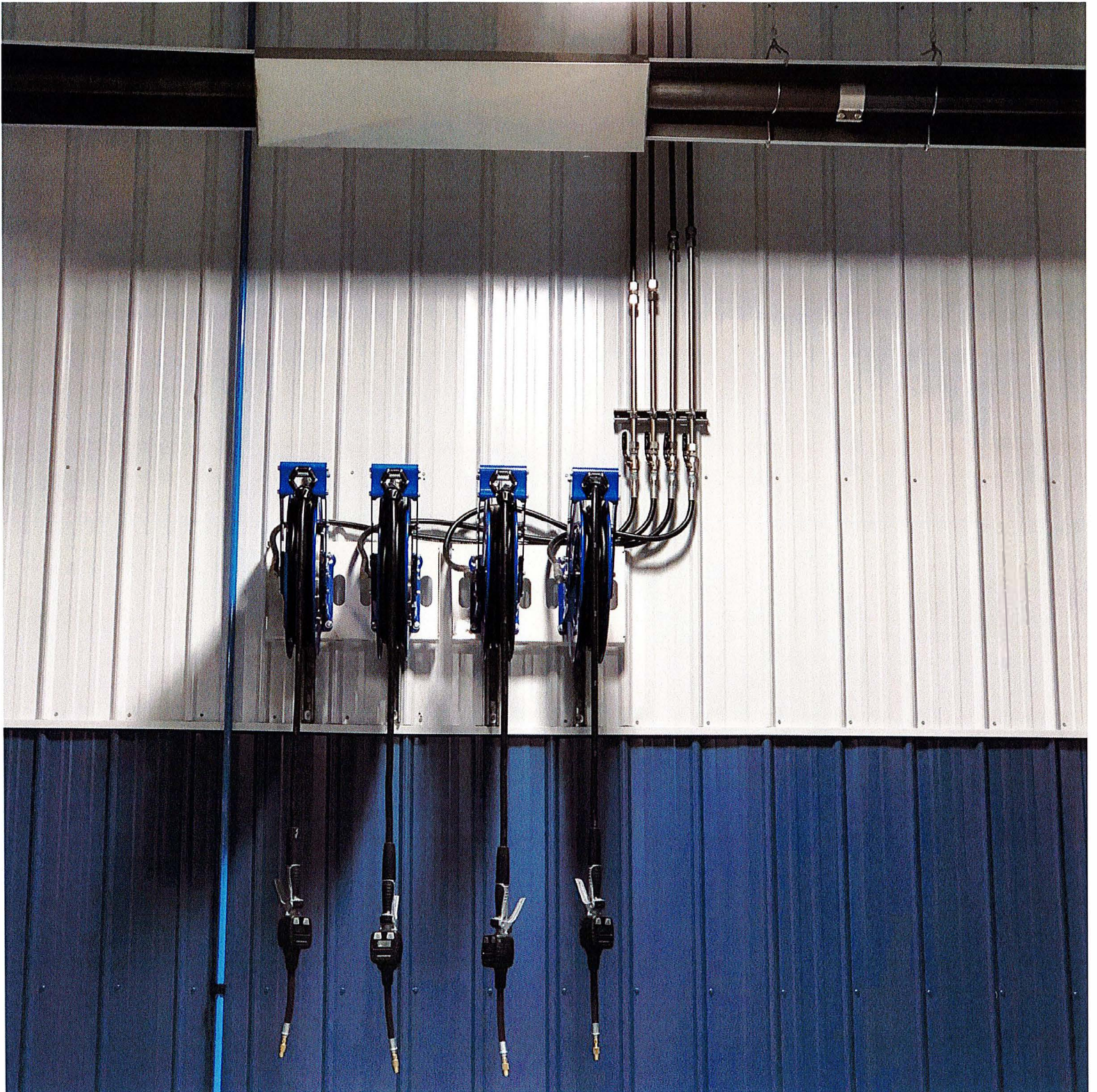
300 Gallon Used Oil

1 Qty Dump station

Oil & Grease Reels- 4 Products



3 FLOOR PLAN - MEZZANINE 2
A101 1/16" = 1'-0"





A DIVISION OF U.S. VENTURE, INC.
Installing Confidence™

Office: (800) 490-4915 Fax: (920) 739-0741

Main office Service office Service office
558 Carter Ct 7120 Highland Dr 11225 W Mitchell St
Kimberly, WI 54136 Wausau, WI 54401 West Allis, WI 53214

USPE Customer #

384251

Proposal For

Shaun Brill
Equipment Mechanic
Village of Kimberly
426 W. Kimberly Ave
Kimberly, WI 54136

Phone: (920) 788-7507

Email: sbrill@vokimberlywi.gov

BUDGET PROPOSAL

Proposal Date: 4/21/2023
Proposal Number: JW23827PS
Proposal Expiration: 15 Days from proposal date
Business Consultant: Jeff Wildenberg

Site Address

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

U.S. Petroleum Equipment is pleased to provide a proposal to complete the following work:

Provide and install the following Lube equipment.

LUBE EQUIPMENT

(3)	Rhino RTT- 1210 120 gallon stackable tank	\$	847.00
(1)	Rhino RTT- 2000 Stand kit 4" legs w/ foot flange	\$	285.00
(3)	Rhino RTT- 4032 1 Way venting breather cap 2"	\$	90.00
(3)	Rhino RTT- 4078 2" x 1" Air breather adapter	\$	16.00
	Freight for Rhino tanks & accessories	\$	350.00
(3)	Graco 248230 3:1 Mini Fire Ball 225 series, universal oil pump w hose	\$	2,678.00
(3)	1-1/2" x 1" bushing for pump suction	\$	13.00
(3)	1" x 8' hard wall hose for pump inlet	\$	169.00
(4)	Graco 109075 3/8" Air regulator with gauge	\$	368.00
(3)	Graco 203987 wall mount bracket	\$	572.00
(3)	Graco 235998 Thermal relief kit	\$	606.00
(3)	Graco SDM65D 1/2"x50' Oil reel Black	\$	1,949.00
(3)	Graco 218549 reel inlet kit oil	\$	188.00
(2)	Graco 26C384 SDP8 Preset electronic meter	\$	2,768.00
(1)	Graco 25C903 EM8 Manual electronic meter	\$	502.00
(6)	1/2" Ball valve shut off at hose reel	\$	77.00
(1)	Graco 246914 120 lb. stationary grease supply kit includes: 50:1 Mini Fire Ball pump, Hoses, Follower plate, & Drum cover	\$	1,144.00
(1)	Graco SDH55D 3/8" x 50' Grease reel Black	\$	829.00
(1)	Graco 218550 reel inlet kit for grease	\$	98.00
(1)	Graco 242058 3/8" Pro shot grease dispense valve	\$	221.00
(1)	Graco 224569 Z-swivel for grease dispenser	\$	166.00
(2)	Graco 202869 High pressure grease shut off valve	\$	304.00

Continued

(480)	(Ln. Ft.) 3/4" Hydraulic .065 tubing for oil	\$	1,200.00
(160)	(Ln. Ft.) 3/4" Hydraulic .095 tubing for grease	\$	590.00
(16)	3/4" Compression 90's	\$	514.00
(28)	3/4" Compression unions	\$	573.00
(16)	3/4" Compression x 1/2" ends	\$	227.00
(3)	1/2" x 30' Hydraulic hoses for under ground oil supply to reel rack	\$	690.00
(1)	3/8" x 30' Hydraulic hose for under ground Grease supply to reel rack	\$	210.00
◇	Piping, fittings, and hardware.	\$	250.00

6" PIPE CHASEWAY

By GC #18,494

(25)	(Ln. Ft.) 6" SCH80 PVC pipe
(2)	6" SCH80 long sweep elbows
(1)	6" SCH80 couplings
◇	Glue and Cleaner

CUSTOM OIL REEL RACK

(1)	7 Reel - 10' tall, Custom built reel rack with drip pan and computer desk on (1) end.	\$	9,125.00
◇	Includes a stainless steel drip pan		
(1)	Graco 24A936 3 reel bracket	\$	264.00
(1)	Graco 24A937 4 reel bracket	\$	342.00
◇	Paint the frame Yellow.	\$	400.00
◇	Freight to site.	\$	100.00

* 10,231

WASTE OIL TANK

(1)	280 gallon, UL142 doublewall 50"L x 34"W x 39"H rectangular tank painted white,	\$	5,250.00
◇	Freight	\$	350.00
(1)	Malo 5 gallon fill/spill with lockable cover, 2" suction tube	\$	244.00
(2)	Morrison 3" emergency vent	\$	165.00
(1)	Morrison 2" updraft vent with riser pipe	\$	42.00
(1)	38" Krueger At-A-Glance tank gauge	\$	107.00
(1)	38" Krueger At-A-Glance leak gauge	\$	107.00
(1)	Graco 24E166 waste oil Evac pump kit	\$	1,755.00
(1)	Morrison 915 overfill alarm, air shut off kit	\$	900.00
(160)	(Ln. Ft.) 1" Black pipe SCH40	\$	1,040.00
(1)	(Ln. Ft.) 1" X 30' Hydraulic hose in the chase way.	\$	472.00
(1)	Graco 110878 1" Y strainer	\$	132.00
◇	No Smoking/Stop Engine Decals & misc. fitting & hangers	\$	85.00

* 10,614

INSTALLATION

\$ 18,990.00

- ◇ Install new tank
- ◇ Set Oil reel rack in place
- ◇ Install pumps
- ◇ Install piping from the pumps to the reels.
- ◇ Install the waste Tank & oil pump
- ◇ Purge the lines with owner supplied products
- ◇ Pressure test all the lines
- ◇ Train owner on equipment use.
- ◇ Submit warranty paperwork to manufacturers.

SUBTOTAL FOR THE ABOVE PROPOSAL	\$ 58,364.00
APPLICABLE SALES TAX (T & WT)	Exempt
TOTAL FOR PROPOSAL	\$ 58,364.00

Attached terms and conditions apply.

PROPOSAL NOTES:

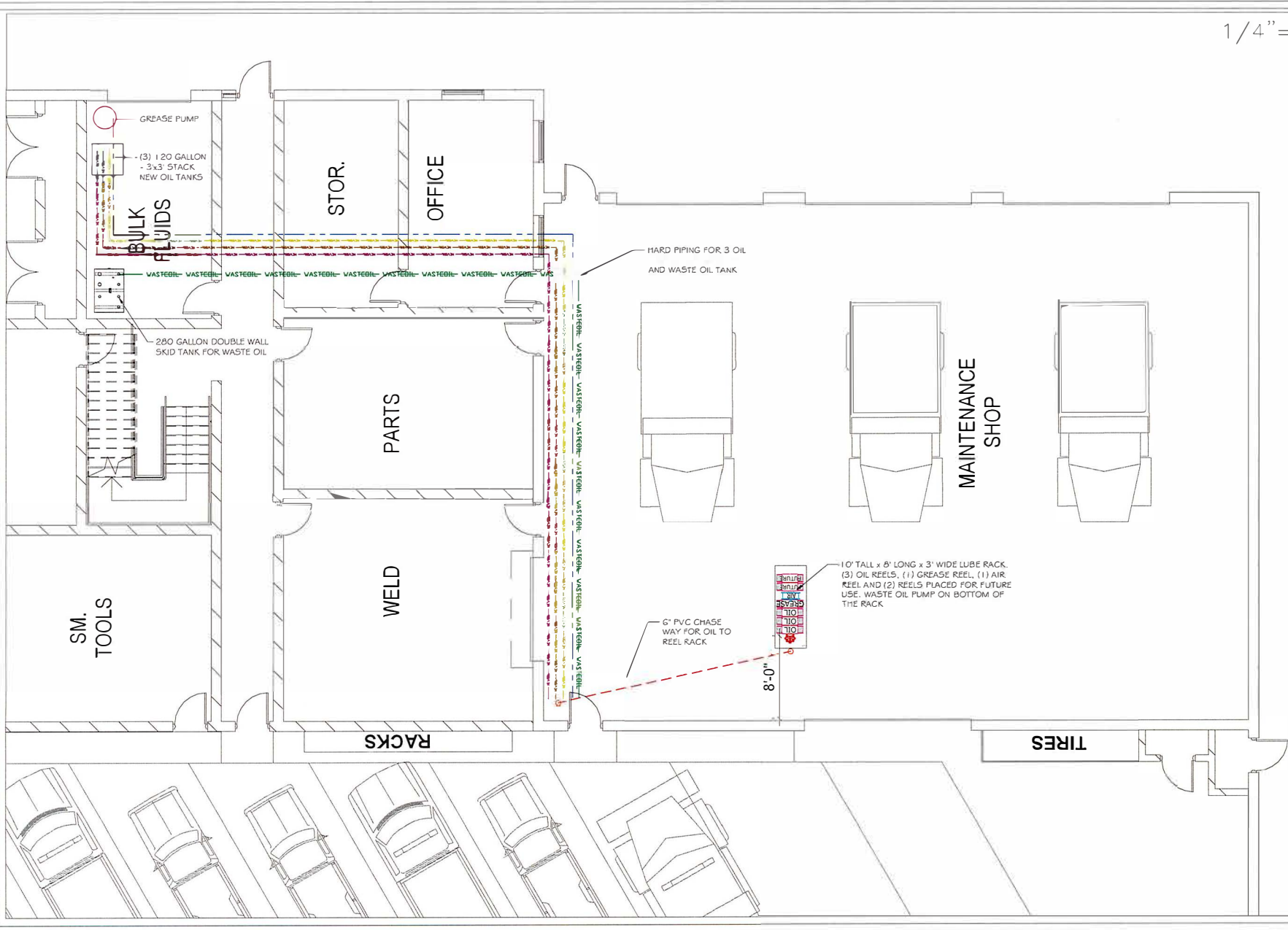
- ◇ If any installation or delivery delays are encountered due to
- ◇ unexpected site problems, a change order may be required to
- ◇ offset labor & shipping cost.
- ◇ **Price Increase. U.S. Petroleum Equipment reserves the right to pass-along unforeseen price increases from Vendors which occur after contract signing and before the completion of the project.** *Written notice will be given to the Customer and the charge will be reflected on the Customer's invoice. Documentation of the increase from the Vendor will be provided upon request for customer. Any price increases in proposed components, parts, materials, or subcontractors are considered a price change. This includes any increases in pricing (i.e. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', freight / shipping / handling / transportation fee increases, etc.), are also considered to be price changes.*

ITEMS NOT INCLUDED WITH THIS PROPOSAL:

- ◇ Any equipment or services not listed in the above scope of work.
- ◇ Electrical services or material

Thank you for considering U.S. Petroleum Equipment for your service and equipment needs.

1/4" = 1'



VILLAGE OF KIMBERLY
 MUNICIPAL SERVICES CENTER

Drawn by **DD**
 Project Subject

Date: **04/20/2023**
 Hardware

1 of 1

Proposal

Date 6/12/2023

Midwest

Equipment Specialists, Inc.

4725 Farwell St.
McFarland, WI 53558
Phone 608-838-8151
Fax 608-838-6059
midwestequipmentspecialist@gmail.com

Business Village of Kimberly
Street 426 W. Kimberly Ave.
City Kimberly
State WI ZIP 54136

Phone 920-788-7507
Fax _____
Contact Shaun Brill
County _____
e-mail sbrill@vokimberlywi.gov

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
		Fresh Oil/Grease System		\$ -
1		Install new fresh oil system/Grease Includes	\$ 22,537.86	\$ 22,537.86
		Three 120 Gallon poly tanks and stands		\$ -
		drip trays and spigots, Three 5:1air		\$ -
		operated pumps, reels, dispense guns		\$ -
		all new pipin, Hose kits for reels all the valves		\$ -
		and fittings nessasary things to		\$ -
		completely install the fresh oil system.		\$ -
		Grease includes 120IB grease Keg stand		\$ -
		with the follow plate and pump all as one		\$ -
		kit. All nessasary hoses and fittings as well		\$ -
		as new piping and grease reel		\$ -
		to complete the grease system.		\$ -
				\$ -
				\$ -
1	LBR	Labor to install new fresh oil	\$ 28,840.00	\$ 28,840.00
		and grease system. Freight,		\$ -
		Fuel, Overnight expenses,		\$ -
		Man lift rental, consumables/shop supplies.		\$ -
				\$ -
				\$ -

NOTE: Cash price and lease option good for 30 days from date of proposal.

Sub Total	\$ 51,377.86
Tax, Exempt	\$ -
Total	\$ 51,377.86

VISA AND MASTERCARD ACCEPTED, FEES MAY APPLY

TERMS

Payment of Purchase price shall be DUE upon delivery. Late payments are subject to a finance charge of 1 1/2% per month (18% per annum) from the date of delivery.

If for any reason Buyer wishes to return merchandise to Seller, and Seller agrees to accept such return, Buyer agrees to pay Seller a 20% restocking charge (which is charged by Sellers vendor) plus freight charges.

Changes to this agreement are valid only if agreed to in writing by both parties.

Proposal submitted by Joe Seefeldt

PROPOSAL ACCEPTED BY

SIGNATURE _____ TITLE _____ DATE _____

Customer ID 4VILLOFKIM

Last 365

Items Purchased	Date	Customer PN	Avg	Last Unit	Last Item	VPN	PN
PRO PERFORMANCE 10W30 BULK	10/26/21	0	0	7.92000	7.92000	620813001097	0881
PRO PERFORMANCE 15W40 CK-4 BULK	09/09/22	92	160	10.75000	10.75000	32011	3201
PRO PERFORMANCE MV AW 32 BULK	11/09/22	100	193	10.26000	10.26000	40500	1331

Plymouth Lubricants

\$2-3 per OIL Pipping

\$500 Tank 120 or 180 gallon

\$3000 Pump/meter/hose

\$ Brass Spigots 100

\$700 stand



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Consider Kayak System and Rental Vendor for Sunset Park Kayak Launch

REPORT PREPARED BY: Holly Femal, CED

REPORT DATE: 12/4/2023

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report _____MEM_____

See additional comments attached _____

EXPLANATION:

The village entered a partnership with Kayak Wisconsin with an operational rental system for kayaks in Sunset Park in 2022. Since that time, Kayak Wisconsin has decided to dissolve the partnership due to damage and thefts to equipment and supplies. Kayak Wisconsin did have a camera system monitoring the site but did not capture useful footage in any of the events. As a result, the village no longer has kayak rental as an amenity in Sunset Park.

Meanwhile, the Fox Cities Convention and Visitor's Bureau (FCCVB), as part of their Destination Master Plan, has identified kayak rental as an initiative to help improve tourism experiences in the Fox Cities. As a result, the FCCVB is offering a kayak rental station grant with a 50% funding match. The grant deadline is December 20th, municipal approval (board approval) is required to be submitted with the grant application as well as a signed contract with a third-party vendor. The cities of Oshkosh, Appleton and Neenah as well as Village of Fox Crossing have all signed agreements with Rent.Fun and have been awarded the CVB's kayak rental grant. The CVB's goal would be to have all kayak rental stations operating under the same vendor so users wouldn't need to download multiple apps to access the amenity. All current contracted municipalities will have rental stations implemented in April 2024. Rental prices are averaging around \$20-\$25 per rental. Rent.Fun is recommending the village invests in an 8-kayak unit due to the matching funds with the CVB with an estimated payback of under three years based on the profit-sharing breakdown. *See examples of revenues and installation costs within the Rent.Fun proposal.*

FUNDING: The FCCVB grant requires that the village pays 100% (\$27,000) for the installation of the system and will reimburse the village for 50% (\$13,500) of the cost. Installation is not a budgeted expense within the 2024 budget--this opportunity was brought to the staff's attention after final approval of the budget. Staff proposes using the Room Tax Trust fund for this expense in 2024 and revenue generated from the program would offset these costs over time.

At the time of this memo the draft contract is being reviewed by the Village Attorney. An update will be provided at the time of the meeting. If legal review has not been completed by that time, Staff requests the Board approve the agreement contingent upon legal review.

RECOMMENDED ACTION:

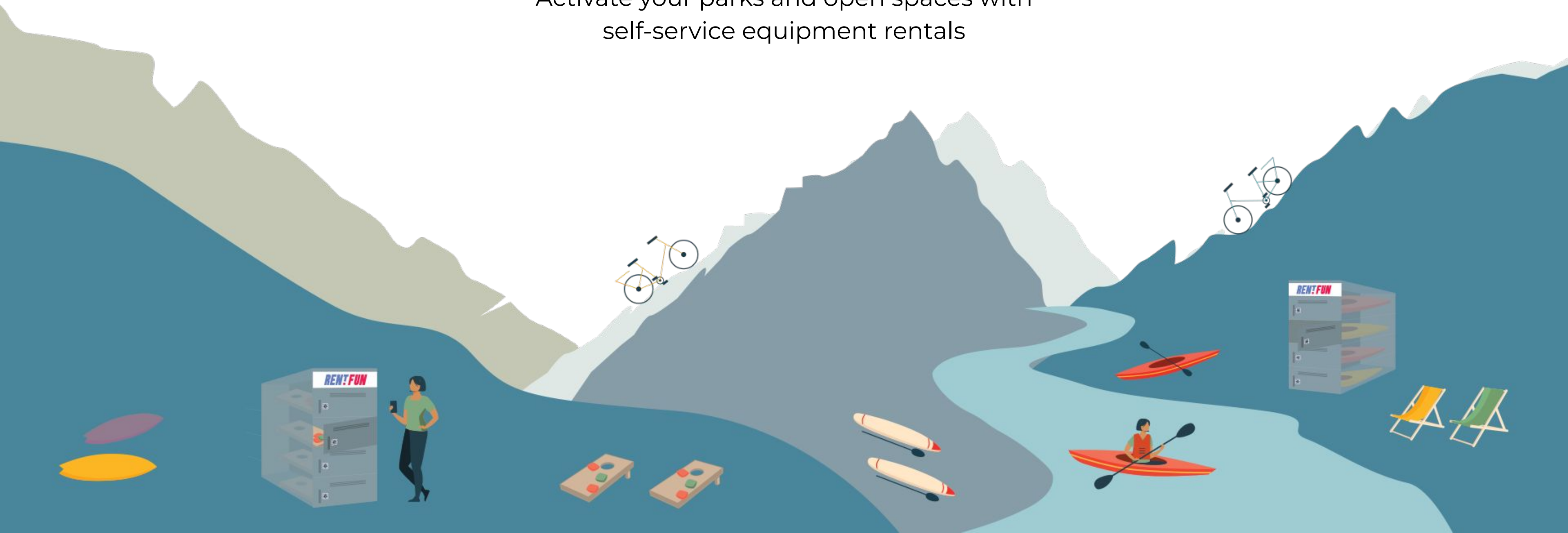
Approve agreement for an 8-unit kayak system with vendor Rent.Fun for the Sunset Park Kayak Launch for a one-time fee of \$27,000 out of the Room Tax Trust Fund, to be recovered through grant reimbursement and revenue generated by kayak rentals.

ATTACHMENTS: Rent.Fun 2024 Proposal and Draft Contract

RENT! FUN

UNLOCK ADVENTURE

Activate your parks and open spaces with
self-service equipment rentals



Everything you need for a self-service kayak rental program, with **no staff required**

FULL-SERVICE MAINTENANCE

Rent.Fun's hires local Field Service Technicians who provide ongoing maintenance to the locker and all rental equipment.

LOCAL MARKETING

We'll build a custom website for your program and run targeted advertisements online so your whole community knows about it.

EQUIPMENT REPLACEMENT

As equipment gets damaged or goes missing, we repair and replace so your station is always ready to go.

RISK MANAGEMENT

All users must sign a digital waiver in app prior to rentals. Rent.fun will add your city as an additionally insured on our \$5M insurance policy.

DELIVERY AND INSTALLATION

Rent.Fun handles delivery and installation. Our Smart Lockers can be installed on any surface and do not require access to electricity or wi-fi.

CUSTOMER SUPPORT

The public calls us, not you. Our team is on call 7 days per week to assist users with billing or technical issues.

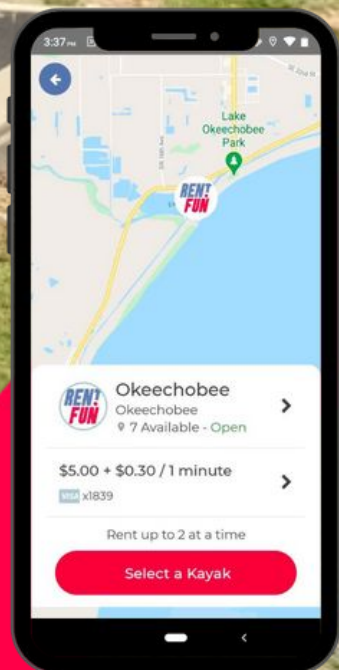


➤ Rent and unlock kayaks

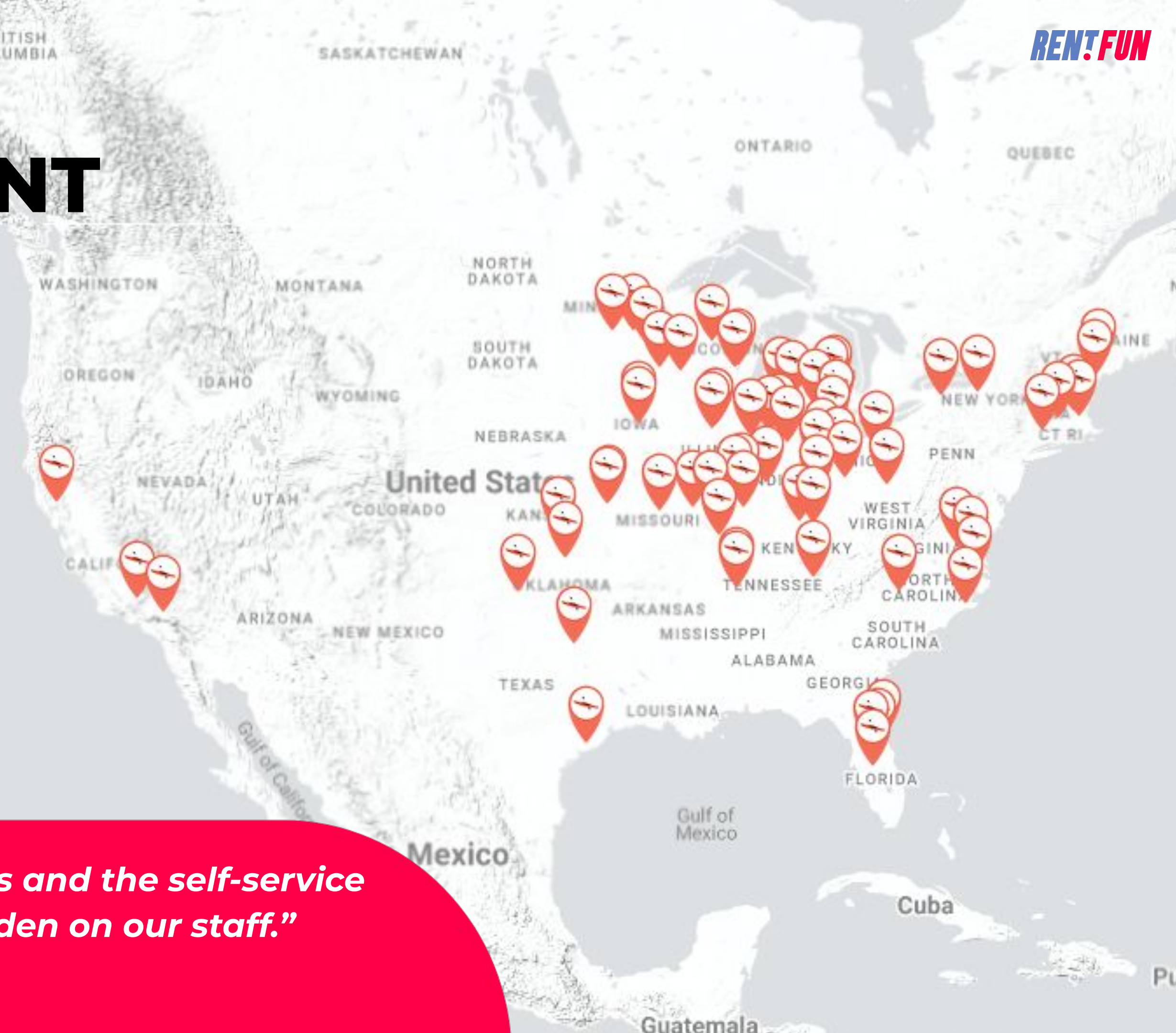
➤ Process payments

➤ Sign waivers

➤ Watch safety tutorials



TRUSTED BY 80 GOVERNMENT AGENCIES



“People are loving the kayak rentals and the self-service approach is really reducing the burden on our staff.”

— Celeste Lewis, Olmstead County, MN

One-time
Activation Fee,
**No Annual
Service Fees**

4 - UNIT



\$18,000

Activation Fee (one time fee)

PROGRAM DETAILS

City Rev Share: 50%

Term: 5 years

Renewal: No Cost

SERVICES

Software Set Up

Custom Website

Monthly Utilization Reporting

7-day customer support

Installation

Branded Signage

EQUIPMENT

Paddles

Adult Lifevests

Single Kayaks

Youth Lifevest (13 yo+)

Paddleboards

8 - UNIT



\$27,000

Activation Fee (one time fee)

PROGRAM DETAILS

City Rev Share: 50%

Term: 5 years

Renewal: No Cost

SERVICES

Software Set Up

Custom Website

Monthly Utilization Reporting

7-day customer support

Installation

Branded Signage

EQUIPMENT

Paddles

Adult Lifevests

Single Kayaks

Youth Lifevest (13 yo+)

Paddleboards

12 - UNIT



\$35,000

Activation Fee (one time fee)

PROGRAM DETAILS

City Rev Share: 50%

Term: 5 years

Renewal: No Cost

SERVICES

Software Set Up

Custom Website

Monthly Utilization Reporting

7-day customer support

Installation

Branded Signage

EQUIPMENT

Paddles

Adult Lifevests

Single Kayaks

Youth Lifevest (13 yo+)

Paddleboards

MEDIUM-SIZED CITY 50-250K IN POPULATION	CITY	POP.	# Kayaks	AVERAGE RENTALS / VISITORS PER YEAR	AVERAGE CHARGE PER RENTAL	TOTAL REVENUE PER YEAR	CITY REVENUE PER YEAR (50% REVENUE SHARE)	COST RECOVERY % AFTER 5 YEARS
	OLATHE, KS	143,000	4-unit	670	\$25.42	\$17,031.40	\$8,515.70	236%
	LENEXA, KS	58,000	4-unit	630	\$25.94	\$16,342.20	\$8,171.10	227%
	MCKINNEY, TX	203,000	4-unit	1038	\$10.41	\$10,805.58	\$5,402.79	150%

SMALL CITY 25K-50K IN POPULATION	CITY	POP.	# Kayaks	AVERAGE RENTALS / VISITORS PER YEAR	AVERAGE CHARGE PER RENTAL	TOTAL REVENUE PER YEAR	CITY REVENUE PER YEAR (50% REVENUE SHARE)	COST RECOVERY % AFTER 5 YEARS
	JEFFERSON CITY, MO	43,000	4-unit	270	\$31.92	\$8,618.40	\$4,309.20	120%
	PONCA CITY, OK	24,000	4-unit	350	\$22.78	\$7,973	\$3,987	111%
	ELK RIVER, MN	27,000	4-unit	326	\$23.14	\$7,543.64	\$3,771.82	105%

TOWN <25K POPULATION	CITY	POP.	# Kayaks	AVERAGE RENTALS / VISITORS PER YEAR	AVERAGE CHARGE PER RENTAL	TOTAL REVENUE PER YEAR	CITY REVENUE PER YEAR (50% REVENUE SHARE)	COST RECOVERY % AFTER 5 YEARS
	CHARLESTON, IL	17350	4-unit	690	\$20.73	\$14,304	\$7,152	199%
	SMITHFIELD, VA	7800	4-unit	490	\$28.71	\$14,068	\$7,034	195%
	MAYNARD, MA	10700	8-unit	360	\$28.07	\$10,105	\$5,053	101%

Cities of all sizes can achieve 100%+ cost recovery with our revenue share program

FAQS



THE RENTAL PROCESS

How do people pay for the rentals?

All users must create an account in the rent.fun mobile app and add their credit card / debit card information prior to starting a rental.

Are there any age restrictions?

Yes, users must be 13 and up to rent our equipment.

Do you have to make a reservation in advance?

No. All rentals are on demand and no reservations are required. Users can look in the app to see how many kayaks are available in real time.

How do you know if equipment is returned?

Using the rent.fun mobile app, users must take a picture of the equipment in the locker prior to ending their rental.

How much does it cost to rent?

We customize the rental pricing based on each location and our partner's goals. Most rent.fun programs charge "market rates" (e.g. \$20 - 25 per rental).



LOCATION REQUIREMENTS

Is a concrete pad required?

No. We can install on any surface - grass, sand, gravel, etc.

Are utilities are required?

No. Rent.Fun units are solar-powered and do not require access to water or electricity.

Is wi-fi required?

No. Rent.Fun rental stations operate on cellular technology. You need to have at least one bar of cell service.

Who performs the installation?

Rent.Fun technicians install all equipment. No support is need from our partners / hosts.

What happens in the event of a flood?

Our cage can take on up to 3 feet of water. If we expect higher water levels, we move the cage off site and put it back after the flood.



EQUIPMENT MANAGEMENT

Does the city have any maintenance obligations?

No.

Who maintains the equipment?

For every rent.fun program, we recruit, hire, and train a part-time Field Service Technician local to your community (within 30 minutes drive of the install).

How often is the equipment inspected?

Typically 2 to 4 times per month, through a combination of Preventative Maintenance Checks and Reactive Repairs.

If something is damaged or goes missing, what is the turnaround time to replace?

The most common issue is missing or damaged lifevests and paddles. Rent.Fun are provided with safety stock of these items to ensure prompt replacement within 2-4 business days.

Can the city access the equipment or the locker in the case of an emergency?

Yes, we provide admin access to unlock units remotely.



LIABILITY & RISK MANAGEMENT

Do users sign waivers?

Yes, all users must sign a waiver in the rent.fun mobile app prior to taking a rental. The waiver expressly releases the city / land owner from liability. Waivers may be customized to further meet the needs fo our city / land owner partners.

What happens if the city gets sued.?

Our standard agreement with cities include indemnification provisions, which state that rent.fun will cover the city's legal expenses. in the event of claim.

Does the city need to have insurance to cover this?

No. Rent.Fun owns and manages all equipment. We have a \$5m general liability insurance policy. We add all our our government agency partners as an additionally insured on this policy.

Have there ever been any safety incidents?

No. Rent.Fun has 100 locations nationwide. We have never been subject to a claim, nor have any of our partners.

MASTER SERVICES AGREEMENT

This Services Agreement (this “Agreement”), effective as of _____, 2023 (the “Effective Date”), is entered into by and between Rent.fun, LLC, a Michigan limited liability company (“Operator”) and Village of Kimberly, WI (“Village”). In consideration of the mutual covenants and representations set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and agreed, Village and Operator hereby agree as follows:

The parties agree that the following schedules and attachments are herein incorporated by reference:

Schedule A – Rental Station Services and Obligations

Schedule B – Term & Premises

Schedule C – Village Obligations

1. Purpose. Operator supplies and services recreational equipment sharing programs that utilize recreational equipment, physical storage and Bluetooth and cellular locking technology to allow the equipment to be rented, paid for, and locked and unlocked by users with an app (collectively, the “Rental Station Services”). Village now wishes to engage Operator, and Operator has agreed to provide the Rental Station Services on the Village’s parks, recreation, and open space areas (the “Premises”) on the terms and conditions set forth herein and in **Schedule A**.

Operator acknowledges and agrees that the Village shall have the ability to disable the Rental Station kiosk during severe weather, dangerous river conditions, boating festivals and other times the Village, in its sole and absolute discretion, deems necessary for the health, safety and welfare of the public.

Operator and the Village shall mutually agree upon the hours of operations including the start date and end date each annual season.

2. Term. This Agreement is effective as of the Effective Date and shall continue as specified in **Schedule B**, unless terminated earlier in accordance with the terms of this Agreement.

3. This section intentionally left blank.

4. Exclusive License. Village hereby grants to Operator an exclusive license during the Term to enter upon and utilize the Premises to install and operate the Rental Station Services and to bring onto the Premises personnel and equipment as Operator deems necessary in connection with the Rental Station Services. This exclusive license allows Operator to erect and store such equipment and materials as necessary on the Premises. Operator understands that Village’s Premises have varying rules and regulations depending on the location and Operator will comply with said rules and regulations. During the Term of this Agreement, Village agrees that Operator shall be the only paddlesport rental operator with the right to use the Premises for that purpose.

5. Termination. Unless otherwise prohibited by law, either party may terminate this Agreement: (i) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws, (ii) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days after written notice identifying the matter constituting the material breach, or (iii) if Village no longer owns or no longer has the right to license the Premises as specified herein this Agreement. In advance of any change in ownership of the Premises, Village will provide Operator with at least fifteen (15) business days prior written notice of such change of ownership.

Upon termination or expiration of this Agreement, Operator shall collect and remove all equipment or items located on the Premises within thirty (30) days.

6. Limitation of Liability. To the maximum extent permitted by law (i) in no event will either party be liable to the other party for any indirect, incidental, special, exemplary or consequential damages, including lost profits or loss of goodwill, even if such party has been advised of the possibility of such loss. For the avoidance of doubt, the foregoing limitation of liability is not intended to limit either party's liability for negligence or willful misconduct, nor is it intended to alter or limit the obligations of Operator under Section 7 below.

7. Liability for Loss; Indemnity. The Parties agree that Village shall not be liable for any injury or damages to persons or property sustained by the Operator, its employees, subcontractors, agents and/or representatives, or by any other persons, including but not limited to customers of the Operator or any others using the equipment of the Operator, with or without permission of the Operator. The Operator shall defend, indemnify, and hold the Village harmless from and against any and all third party claims, damages, lawsuits, losses and costs, including reasonable attorney's fees, asserted against Village arising out of bodily injury or property damage to, or the death of, any person, including, but not limited to, any customer, subcontractor, supplier, employee, agent, representative or invitee of Operator or any subcontractor of Operator, to the extent such injury, damage or death arises out of or results in any manner from (a) Operator's failure to comply with the terms of this Agreement; (b) the fault of, or any act of negligence, or willful misconduct, by Operator, Operator's subcontractors, suppliers, or anyone acting under its or their direction or control. Any indemnification of Village and any limitation of Village's liability shall to the same extent apply to Village's officers, employees, agents, and contractors. Operator shall indemnify and hold Village harmless from and against all damages whether awarded by a court of competent jurisdiction or agreed to by Operator in settlement with respect to such third party claims.

8. Insurance. Operator shall, throughout the term of this Agreement, at its own cost and expense, procure and maintain (i) public liability insurance with respect to the Operator's operations arising out of this Agreement, with limits of at least \$1,000,000.00 per occurrence and \$5,000,000 aggregate for bodily injury and death. Such insurance policies shall name the Village as an additional insured, and shall provide that the policy cannot be cancelled without at least 30 days written notice to the Village. Such policies shall contain an endorsement waiving all rights of subrogation, if any, against the Village. Operator shall provide the Village with a copy of such prior to placement of any equipment on the Premises, or conducting any business on the Premises. Operator acknowledges and agrees that it is not an insured under any property or general liability policy maintained by the Village.

9. Subcontractors. The Operator shall be the sole source of contact for the contract. The Operator is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

10. Publicity Subject to the prior written approval of the Village, Operator may release a press release announcing the parties' relationship hereunder, and may use Village's name, logos, trademarks and service marks to (i) create marketing and advertising materials for Village to use to promote the Rental Station Services, and (ii) place Village on Operator's customer list, which will be displayed on Operator's website and in other publications.

13. Notice. Any notice required or permitted hereunder will be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier as follows:

If to Operator:

Rent.fun, LLC
201 SOUTH DIVISION STREET
ANN ARBOR, MI48104
Attn: Adam Greenstein
adam@rent.fun

If to Village:

Village of Kimberly
ATTN: Village Clerk
515 W. Kimberly Avenue
Kimberly, WI 54136
jweyenberg@vokimberlywi.gov

With a copy to:

Legal Department
info@movatic.co

or at such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving notice, excluding any automatic or computer generated response.

14. Miscellaneous. This Agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of Wisconsin (exclusive of its choice of law rules), and the federal laws of the U.S. Notwithstanding any provision hereof, Operator is an independent contractor under this Agreement and nothing herein shall be construed to create a partnership, joint venture or agency relationship between Operator and Village, and Operator's employees, representatives, agents and subcontractors shall not be deemed employees of Village under any circumstances. Each party is solely responsible for all applicable taxes, withholdings, and other statutory or contractual obligations. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other, except that Operator may assign this Agreement without Village's prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be amended by mutual written agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this Agreement and executed by duly authorized representatives of the parties. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof. In the event either party fails or refuses to comply with the terms of this Agreement, then the non-breaching party may seek any remedy available at law or in equity. Any action brought by either Party that arises out of or relates to this Agreement will be filed only in the state or federal courts located in Wisconsin and each Party irrevocably submits to the jurisdiction of those courts and waives any objections that it may have now or in the future to the jurisdiction of those courts, and also waives any claim that it may have now or in the future that litigation brought in those courts has been brought in an inconvenient forum.

[Signature Page Follows]

AGREED AND ACCEPTED:

OPERATOR: Rent.fun, LLC

By: _____

Name: _____

Title: _____

Village of Kimberly

By: _____

Charles Kuen, President

By: _____

Jennifer Weyenberg, Clerk-Treasurer

DRAFT

Schedule A

Rental Station Services and Obligations

- A. EQUIPMENT & INITIAL LAUNCH: Operator will make available for rent Kayak Rental Stations Services, as collectively defined below in this subsection. Each Kayak Rental Station shall include:
- **Six (6)** sit-on-top kayaks, with associated paddles and lifejackets
 - **Two (2)** stand-up paddleboards, with associated paddles and lifejackets
 - When not in use, all equipment shall be stored in a tamper-proof locker provided, maintained, and installed by Operator. The locker shall include individual storage units suitable to store each kayak and / or paddleboard and associated lifejackets and paddles. Each storage unit shall be secured by an app-controlled cellular lock, provided and maintained by Operator.
- B. SIGNAGE. Operator may choose to provide signage at the Premises, which shall conform to all applicable laws, regulations and ordinances. Operator may obtain third party sponsors for the signage and retain all revenue collected therefrom. Operator will submit designs of any anticipated decals or signage for Village's approval prior to installation, not to be unreasonably withheld. Operator shall be solely responsible for installation and maintenance of any decals or signage.
- C. CUSTOMER SUPPORT: Operator shall provide customer and technical support services to end users of its equipment to resolve billing issues, technical issues, and general inquiries.
- D. MARKETING: Operator shall develop and deliver to Village a custom website designed to market the Rental Station Services prior to launch, at no cost to Village.
- E. MAINTENANCE: Operator's maintenance personnel will visit the Premises as needed to perform general maintenance and cleaning of all equipment to ensure that all equipment is in good repair and condition for use. In the event a safety or maintenance issue is discovered on any equipment available for rent, such equipment shall be made unavailable to users and shall be removed and repaired before it is put back into service.
- F. RENTAL FEES. Operator and Village shall work together prior to installation to develop a fee structure for the public. The fee structure shall be set in a way that is consistent with other Rent.Fun programs in the region.

Schedule B

Term & Premises

1. Term: The Term shall commence on the Effective Date and shall end on April 30, 2029, unless earlier terminated in accordance with the provisions of this Agreement (“Initial Term”).
2. Revenue Share. Village shall receive 60% of the gross rental revenue received from watercraft rentals on Premises, less the direct costs of any Non-Standard Repairs. Non-standard repairs shall include: (a) moving the locker to a new location, on written request of Village. (b) damage to the locker or equipment therein due to natural disasters or negligence of the Village.
3. Revenue Share Payment. Revenue share payments shall be paid by Operator to Village on an annual basis by check, mailed to an address as designated by the Village. Operator shall include a report of every transaction that resulted in Village’s revenue share payment. Operator shall send the revenue share payment for preceding calendar year by March 1 of the following year.

Schedule C

Village Obligations

1. EQUIPMENT. Village will use reasonable efforts to report any maintenance or other issues relating to Operator's rental equipment on the Premises. Village, however, is under no obligation to maintain, inspect or secure Operator's rental equipment, which obligation is solely that of Operator.
2. MARKETING. Village agrees to link to the program website from the Village's web properties and social media accounts.
3. COMPENSATION.
 - Activation Fee: \$27,000
4. PAYMENT. Operator shall send an invoice for the Activation Fee following the full execution of this Agreement. Payment shall be due no later than February 28, 2024.
5. REFUND. In the event that Rent.Fun is unable to deliver and install the Rental Stations by October 1, 2024, the Activation Fee shall be refunded in full no later than October 31, 2024 via a check sent to the Village at the Village's preferred address.

For Board Approval on December 11, 2023

The following individuals request approval to be an Election Inspector for the 2024-2025 term.

Appointments, Unaffiliated

Kristen Berg	Rose Heinz	Deb Spranger
Peter Berg	Kim Hietpas	Ginger Stern
Lara Bleck	*Judy Hill, Chief	Marcia Trentlage
Danielle Block	Maggie Hohnberger	Donna Utke
John Brennan	Susan Kirk	Jane Van Hammond
Debra DeBruin	Barb Langman	Jeanne Vanden Heuvel
Christine Delveaux	Jan Lesperance	Lynn Van Grinsven
Sandra Frassetto	Rebecca Linekin	Pat Van Oss
Kyle Fuller	Debbie Ruplinger	*Jolene Van Thiel, Chief
Arleen Gebhart	Vicki Schmeling	Sandy Frechette
Mark Gebhart	Al Schmidt	Bob Wyngaard
Cathy Hackett	Carol Schmidt	

Appointments, Submitted by Political Party

Lois Brull (D)
Jean Peltier (D)
Betty Smedlund, Chief (R)
James Kuhar (R)
Judy Cassler (R)
Phil Cassler (R)