

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

DATE: Monday, April 1, 2024

TIME: 6:00pm

LOCATION: Village Hall, Rick J. Hermus Council Chambers

515 W. Kimberly Ave.

Kimberly, WI 54136

Notice is hereby given that a Village Board meeting will be held on Monday, April 1, 2024 at the Village Hall. This meeting is open to the public.

- 1) Call to Order
- 2) Roll Call
- 3) Moment of Silent Reflection, Pledge of Allegiance
- 4) President's Remarks
- 5) Arbor Day 2024 Proclamation
- 6) Approval of Minutes from the 03/25/24 meeting
- 7) Unfinished Business
  - a) None
- 8) New Business
  - a) Resolution No. 3, Series of 2024, Declaring the Village's Intent to Exercise Special Assessment Powers for the Installation and Construction of Municipal Improvements Welhouse Drive, Curtin Avenue and Sidney Street
  - b) Award Contract for Welhouse Drive & Curtin Avenue Street Reconstruction and Blue Development New Street Construction to Zignego Co. in the amount of \$1,471,685.90
  - c) Award Contract for Welhouse Drive & Curtin Avenue Sanitary, Water & Storm Sewer Reconstruction to Jossart Brothers, Inc. in the amount of \$1,012,596.00
  - d) Agreement with City of Appleton for Automatic Assistance for Structure Fires
  - e) Purchase Mobile Fire Radios from Baycom/Motorola Solutions in the amount of \$24,998.35

- f) Change Order #1 in the amount of \$-22,758.50 for 2023 Sunset Drive Sanitary, Water & Storm Sewer Reconstruction
- g) Certificate of Payment #4 (Final) to Jossart Brothers, Inc. for 2023 Sunset Dr. Sanitary, Water & Storm Sewer Reconstruction in the amount of \$29,797.45
- h) Certificate of Payment #1 to Donald Hietpas & Sons, Inc. for 2024 Linda St. Sanitary Sewer Mainline Relay in the amount of \$121,161.42
- i) Purchase Pressure Washer System with installation from Hydroclean Equipment, Inc. in the amount of \$19,083.39
- j) Purchase Automotive Hoist with installation from Midwest Equipment Specialists in the amount of \$8,640.88
- k) Purchase Turf Lift Adapter from Midwest Equipment Specialists in the amount of \$4,045.00
- Purchase Vehicle Undercarriage and Wheel Blaster System with installation from Hydroclean Equipment, Inc. in the amount of \$31,083.58
- m) Purchase 5-ton Overhead Shop Crane System with installation from Fox Cities Crane & Fab, Inc. in the amount of \$61,690.00
- n) Sunset Park Splash Pad Project
  - i) Award contract for Sunset Beach Splash Pad Construction to Peters Concrete in the amount of \$248,840.31
  - ii) Sunset Park Splash Pad Equipment Purchase from Commercial Recreation Specialists in the amount of \$139,390.80
- o) Intergovernmental Agreement between Villages of Kimberly and Combined Locks for Papermaker Pond project
- p) Resolution No. 4, Series 2024 Urban Non-Point Source & Stormwater Grant Program (Authorize Village Administrator to act on behalf of Village)
- q) Resolution No. 5, Series 2024 Urban Non-Point Source & Stormwater Grant Program
   (Papermaker Pond project)

#### 9) Reports

- a) Chief of Police
- b) Director of Public Works/Zoning Administrator
- c) Community Enrichment Director
- d) Library Director
- e) Community Development Director
- f) Administrator
- g) Clerk-Treasurer

#### 10) Public Participation

#### Village Board

Apr 1, 2024, 6:00pm (America/Chicago)

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

https://meet.goto.com/554295485

You can also dial in using your phone.

Access Code: 554-295-485
United States (Toll Free): 1 877 309 2073
United States: +1 (571) 317-3129

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



## **Arbor Day Proclamation**

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

*Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

*Now, therefore, I,* President Chuck Kuen, President of the Village of Kimberly, do hereby proclaim April 26<sup>th</sup>, 2024, as Arbor Day in the Village of Kimberly. I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and *Further,* I urge all citizens to plant trees to gladden the heart and promote the wellbeing of this and future generations.

Dated this 1st day of April, 2024.

President Chuck Kuen

# VILLAGE OF KIMBERLY PUBLIC HEARING & BOARD MEETING MINUTES 03/25/2024

A meeting of the Village Kimberly Board was called to order on Monday, March 25, 2024 at 6:00pm in the Rick J. Hermus Council Chambers, 515 W. Kimberly Ave by President Pro-Tem Lee Hammen.

Board Present: Trustees Tom Gaffney, Mike Hruzek, Dave Hietpas, Lee Hammen, Norb

Karner, Marcia Trentlage

Board Excused: President Chuck Kuen

Staff Present: Clerk Jennifer Weyenberg, Administrator/Community Development

Director Maggie Mahoney, Director of Public Works/Zoning Administrator

Greg Ulman, Engineer Brad Werner, Captain Jeremy Slotke

Media Present: Judy Hebbe, Times Villager

After L. Hammen welcomed everyone to the meeting, Rep. Shae Sortwell of the 2<sup>nd</sup> Assembly District introduced himself. Under the new redistricting maps, the Village of Kimberly's representation moves from 3<sup>rd</sup> Assembly District (Rep. Ron Tusler) to the 2<sup>nd</sup> Assembly District.

## Approval of Minutes from the 03-18-2024 Meeting

Trustee Karner moved, Trustee Gaffney seconded the motion to approve the Village Board minutes from 03-18-2024. The motion carried by unanimous vote of the board.

## <u>Public Hearings for 2024 Special Assessments and Outdoor Alcoholic Beverage Permit for</u> Timber Tap

The public hearing opened at 6:07pm (motion N. Karner/second M. Trentlage, carried 6-0) and Engineer Werner presented project details and costs for the sanitary lateral reconstruction, storm sewer lateral construction and concrete apron reconstruction on Welhouse Drive. Public comments were taken for and against the project.

Engineer Werner then presented project details and costs for the mini-storm construction on Sidney Street. Public comments were taken for and against the project.

13 individuals registered to speak.

Public comments were also heard on the Application for an Outdoor Alcoholic Beverage Permit proposed for Timber Tap.

3 individuals registered to speak.

The public hearing closed at 7:17pm and regular meeting reconvened (motion N. Karner/second D. Hietpas, carried 6-0).

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None

#### **New Business**

Outdoor Alcoholic Beverage Permit Application for Timber Tap, 100 S Birch St., Suite H
Trustee Trentlage moved, Trustee Karner seconded the motion to approve. Motion carried unanimously. This permit will be issued contingent upon inspections by Fire, Police, and Building Departments and expires on June 30, 2024. Concerns from residents about the limited number of parking spots will be addressed.

## Fox Valley Metro Police Department 2023-2024 Budget Carryover and 2024 Budget Amendments

Trustee Trentlage moved, Trustee Hruzek seconded the motion to approve carryover funds in the amount of \$51,149.78 and amendments to the 2024 budget in the amount of \$19,048.21 (VOK portion). The funds will come from the Fox Valley Metro Trust Fund. The motion carried by a roll call vote of the board 6-0.

"Class B" Liquor and Class "B" Beer License for John Peerenboom (Location: 150 N. Main Street) Trustee Gaffney moved, Trustee Karner seconded the motion to approve the application. Motion carried unanimously. The permit will run April 1-June 30, 2024.

#### **Public Participation**

None

#### Adjournment

Trustee Karner moved, Trustee Trentlage seconded the motion to adjourn. The motion carried by unanimous vote at 7:30pm.

	Jennifer Weyenberg
	Clerk-Treasurer
Dated 03/26/2024	
Drafted by jlw	
Approved by Village Board	



# Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION:** Resolution No. 3, Series of 2024, Declaring the Village's Intent to Exercise Special Assessment Powers for the Installation and Construction of Municipal Improvements – Welhouse Drive, Curtin Avenue and Sidney Street

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

**REPORT DATE:** April 1, 2024

#### **EXPLANATION:**

Resolution is attached.

**RECOMMENDED ACTION**: Staff recommends approval of Resolution No. 3, Series of 2024, Declaring the Village's Intent to Exercise Special Assessment Powers for the Installation and Construction of Municipal Improvements – Welhouse Drive, Curtin Avenue and Sidney Street.

#### **ATTACHMENTS:**

1. Res No 3 Series 2024 Welhouse Drive and Mini Storm Final Resolution Special Assessments

# VILLAGE OF KIMBERLY OUTAGAMIE COUNTY, WISCONSIN RESOLUTION NUMBER 3, SERIES OF 2024

A FINAL SPECIAL ASSESSMENT AUTHORIZING SPECIAL ASSESSMENT POWERS FOR INSTALLATION AND CONSTRUCTION OF MUNICIPAL IMPROVEMENTS WITHIN AN AREA DESCRIBED HERINAFTER AND PROVIDING FOR THE LEVYING OF SPECIAL ASSESSMENTS AGAINST SAID PROPERTY OWNSERS PURSUANT TO THE PROVISIONS OF SECTIONS 66.0703, 61.36, 66.0701, 66.0703(8), AND 66.0907, OF THE WISCONSIN STATUTES, AS AMENDED FROM TIME.

WHEREAS, the Village Board of Trustees, Village of Kimberly, as located in Outagamie County, Wisconsin, did approve a Preliminary Assessment Resolution Series of 2024, Resolution Number 2, on the 4<sup>TH</sup> day of March, 2024, declaring the Village's intention to exercise special assessment and police powers under Wisconsin Statutes, in particular Sections 66.0703, 61.34, 61.36, 66.0701, 66.0703(8) and 66.0907 of the Wisconsin Statutes, as amended from time to time, and by Chapter 50, Village of Kimberly Municipal Code, for the following purposes, and within the following described area:

#### a) DESCRIPTION OF SPECIAL ASSESSMENT PROJECTS:

### Street Reconstruction Scope

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

Sanitary Sewer, Storm Sewer and Water Main Reconstruction Scope Welhouse Drive from Sunset Drive to Curtin Avenue; complete reconstruction of sanitary sewer and associated laterals to the home, water main and services, storm sewer and associated laterals.

### Mini-Storm Sewer and Lateral Construction Scope

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

#### b) AREA OF SPECIAL ASSESSMENT IMPROVEMENTS:

Welhouse Drive: Sunset Drive to Curtin Street Curtin Street: Welhouse Drive to Roger Street N. Sidney Street: Kimberly Avenue to Papermill Run

WHEREAS, the Village Board of Trustees did provide for the publishing of the required statutory Notice of Public Hearing Special Assessment Preliminary Resolution in the <u>Times-Villager</u>, and did further mail a copy of said Notice of Public Hearing on

Special Assessment Preliminary Resolution to all affected property owners as set forth within the above-described project area, all within the required statutory time; and,

WHEREAS, the specially benefited property affected and the property owners therein affected by the municipal improvement project are as set forth above; and,

WHEREAS, the Village Board of Trustees, Village of Kimberly, did hold a Public Hearing upon said Preliminary Special Assessment Resolution, on the 25<sup>th</sup> day of March, 2024 at 6:00 p.m., in the Rick J. Hermus Council Chambers of the Village Complex located at 515 W. Kimberly Avenue, Kimberly, Wisconsin, 54136, pursuant to the published Notice of Public Hearing and a mailing of said Notice to affected property owners, for the purpose of informing and hearing all interested persons concerning the Preliminary Special Assessment Resolution and the report of the Village Engineers reference to public property improvement projects, and did hear all persons desiring audience at said hearing (or in the alternative the Report of the Village of Kimberly's Director of Public Works in lieu of the Village Engineer's Report).

NOW, THEREFORE, BE IT RESOLVED by the Village Board of Trustees, Village of Kimberly, as follows:

- 1. That the Report of the Village Engineers for the public improvement projects affecting the special assessment areas as described above, including any and all engineering plans and specifications thereto, are hereby approved and adopted. Pursuant to the Report of the Village Engineers and/or the Village Director of Public Works, all said special assessments are determined to be levied on a reasonable basis, being actual construction costs, engineering fees, attorney fees, publication costs, Village Administrative costs and fees, and other special assessment proceeding costs; and, further, that all said municipal improvements are determined to specially benefit the areas/properties being assessed.
- 2. That the Village of Kimberly is hereby directed and delegated to carry out the work of said improvements in accordance with the Report of the Village Engineer/Director of Public Works.
- 3. That payment for said municipal improvements shall be made by assessing the cost of the abutting/affected property owners whose parcels are specially benefitted pursuant to Chapter(s) 66.0703, 61.34, 61.36, 66.0701, 66.0703(8) and 66.0907 of the Wisconsin Statutes, as amended from time to time, and as set forth hereinafter (and further by any applicable Village Ordinance dealing with special assessments).
- 4. That the Village of Kimberly has advertised for bids for this project, and the Village of Kimberly, through the State of Wisconsin, is directed to carry out the work for said improvements, all as aforementioned.
- 5. That all costs to be assessed to abutting/affected property owners, as shown on the Engineer's Report and/or the Report of the Village Director of Public

Works, as modified, are true and correct, have been determined on a reasonable basis, and further determined to specifically benefit the abutting/affected property, and are hereby confirmed.

- 6. That the assessments shall be paid in cash, in full, in five annual installments, or in ten annual installments with all deferred payments to bear interest at the rate of 7.0%, which will be charged per annum on the unpaid balance. Any installments of special assessments not paid when due shall bear interest for the delinquent date at the rate of eighteen (18) percent per annum.
- 7. That the Village Clerk for the Village of Kimberly is directed to publish this Resolution as a Class One Notice in the <u>Times-Villager</u>, Kaukauna, Wisconsin.
- 8. That the Village Clerk for the Village of Kimberly is further directed to mail a copy of this Final Assessment Resolution and a statement of final assessment against affected/abutting property, to each affected/abutting property owner whose name appears on the assessment roll and whose post office address is known or can, with reasonable diligence, be ascertained.
- 9. That this assessment may be amended and/or revised, where necessary, from time to time, pursuant to Chapter 66.0703(8) of the Wisconsin Statutes, as amended.
- 10. That the assessment rate has been modified and/or adjusted to reflect the Village of Kimberly's local share, as paid by the Village of Kimberly General Fund where applicable pursuant to Chapter 50, Village of Kimberly Municipal Code.

Date introduced, approved and adopted: April 1, 2024.

VILLAGE OF KIMBERLY
Charles A. Kuen, Village President
Jennifer Weyenberg, Village Clerk



# Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION:** Award Contract for Welhouse Drive and Curtin Avenue Street Reconstruction and Blue Development New Street Construction to Zignego Co. in the amount of \$1,471,685.90

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

REPORT DATE: April 1, 2024

REPORT DATE: April 1, 2024	
ADMINISTRATOR'S REVIEW / COMMENTS	S:
No additional comments to this report	MEM
See additional comments attached	

#### **EXPLANATION:**

On March 12, 2024 bids were gathered for the Welhouse Dr. and the Curtin Ave., The Blue Paving, and Railroad St. paving. We had four contractors bid on the projects with a pricing range of \$1,471,685.90 to \$2,109,798.00.

Zignego Company was low bid with the total bid price from both projects for \$1,471,685.90.

We had budgeted in the CIP on Welhouse Dr. \$1,055,000.00, on The Blue \$1,019,000, and with a private contractor paying the \$25,237.40. We came in well under that amount by \$577,076.70 across all utilities.

### **Funding:**

These items are in the approved 2024 budget as:

Welhouse Dr (SC-24-01) for \$1,055,000 in Transportation Utility Fund (401-5700-932), bid amount for construction is \$838,112.50

TID 6-Concrete Paving Far East Development (SC-24-02) for \$1,019,000 in TID #6 (702-5700-932), bid amount for construction is \$608,336.00

**RECOMMENDED ACTION**: Award contract for Welhouse Drive and Curtin Avenue street reconstruction and Blue Development new street construction to Zignego Co in the amount of \$1,471,685.90.

#### Attachments:

1. Notice of Award



March 26, 2024

Village of Kimberly Attn: Greg Ulman, DPW 2000 Municipal Drive Neenah, WI 54956

Re: Village of Kimberly

Welhouse Drive & Curtin Avenue Street Reconstruction

Blue Development New Street Construction

Letter of Recommendation McM. No. K0001-09-23-00727.00

Dear Greg:

On March 12, 2024, bids were received via QuestCDN vBid<sup>™</sup> for the above referenced project. Four bids were received, ranging in price from \$1,471,685.90 to \$2,109,798.00 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract K0001-09-23-00727.00 to the low bidder, Zignego Company, in the amount of \$1,471,685.90.

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

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

Respectfully,

McMahon Associates, Inc.

Brad D. Werner, P.E.

Vice President/ Sr Municipal Engineer

BDW:car

Enclosures: Notice of Award

**Bid Tabulation** 



## **SECTION 00 51 00.00**

## **NOTICE OF AWARD**

Dated:	
То:	ZIGNEGO COMPANY W226 N2940 Duplainville Road Waukesha, WI 53186
Contract No.	K0001-09-23-00727.00
Project:	WELHOUSE DRIVE & CURTIN AVENUE STREET RECONSTRUCTION BLUE DEVELOPMENT NEW STREET CONSTRUCTION For The VILLAGE OF KIMBERLY   Outagamie County, Wisconsin
are the apparer Street Recons	ed that your Bid, dated March 11, 2024, for the above Contract has been considered. You not successful Bidder and have been awarded a Contract for Welhouse Drive & Curtin Avenue truction and Blue Development New Street Construction for the Village of Kimberly, nunty, Wisconsin.
	Price of your Contract is One Million Four Hundred Seventy-One Thousand Six Hundred 90/100 Dollars (\$1,471,685.90).
	apply with the following conditions precedent within <b>15-days</b> of the date of this Notice of by
the Co 2. You n Instruction 1. You m	nust deliver to the OWNER three fully executed counterparts of the Agreement including all ontract Documents.  nust deliver with the executed Agreement the Contract Security (bonds), as specified in the extions to Bidders, General Conditions (Paragraph 5.01) and Supplementary Conditions.  nust deliver Insurance Certification complying with the General Conditions and Supplemental tions of the Contract Documents.
	ply with these conditions within the time specified will entitle OWNER to consider your Bid annul this Notice of Award and to declare your Bid Security forfeited.
	ed counterpart of the Agreement, with the Contract Documents attached, will be returned to days after you comply with the above noted conditions.
VILLAGE O	F KIMBERLY   Outagamie County, Wisconsin
(authorized sig	gnature)
(title)	
Witness	

#### **BID TABULATION**

OWNER: VILLAGE OF KIMBERLY

Project Name: Welhouse & Curtin Avenue Street Reconstruction

Blue Development New Street Construction
Contract No. K0001-09-23-00727.00

Bid Date/Time: March 12, 2024 @ 10:00 a.m.
Project Manager: Brad Werner, PE

Engineer: McMAHON ASSOCIATES, INC.

1445 McMahon Drive

PO Box 1025 Neenah, WI 54956 / 54957-1025

ZIGNEGO COMPANY W226 N2940 Duplainville Road Waukesha, WI 53186 TRIPLE P. INC. dba PETERS CONCRETE CO. 1516 Atkinson Drive Green Bay, WI 54303 VINTON CONSTRUCTION CO. 1322 33rd Street PO Box 137 Two Rivers, WI 54241

LA LONDE CONTRACTORS, INC. 1609 Lincoln Avenue Waukesha, WI 53186

#### WELHOUSE DRIVE / CURTIN AVENUE

Item	Qty	Unit	Description	Unit Price	Total		Unit Price	Total	Unit Price	Total	_	Unit Price	Total
1.	1	L.S.	Mobilization and Bonding	\$53,800.00	\$53,800.00	ſ	\$63,000.00	\$63,000.00	\$72,000.00	\$72,000.00	Γ	\$50,000.00	\$50,000.00
2.	1	L.S.	Unclassified Excavation (Estimated 4,750 C.Y.)	\$60,802.00	\$60,802.00		\$60,802.00	\$60,802.00	\$46,400.00	\$46,400.00		\$100,000.00	\$100,000.00
3.	1	L.S.	Concrete Street Pavement Removal	\$40,106.00	\$40,106.00		\$40,106.00	\$40,106.00	\$25,000.00	\$25,000.00		\$67,200.00	\$67,200.00
4.	9,600	S.Y	6 Inch Concrete Pavement Integral Pavement	\$45.07	\$432,672.00		\$45.07	\$432,672.00	\$42.21	\$405,216.00		\$55.00	\$528,000.00
5.	10,700	S.Y.	8 Inch Road Base	\$6.01	\$64,307.00		\$6.01	\$64,307.00	\$5.68	\$60,776.00		\$8.00	\$85,600.00
6.	200	C.Y.	EBS Including Base Course	\$39.00	\$7,800.00		\$39.00	\$7,800.00	\$44.00	\$8,800.00		\$50.00	\$10,000.00
7.	10,750	S.F.	Remove and Replace 6 Inch Concrete Apron /Sidewalk with Base	\$8.53	\$91,697.50		\$8.53	\$91,697.50	\$8.35	\$89,762.50		\$14.00	\$150,500.00
8.	4,900	S.F.	Remove and Replace 4 Inch Concrete Sidewalk with Base	\$7.44	\$36,456.00		\$7.44	\$36,456.00	\$8.15	\$39,935.00		\$13.50	\$66,150.00
9.	132	L.F.	Full Depth Sawcut Existing Concrete Pavement	\$6.00	\$792.00		\$1.95	\$257.40	\$3.00	\$396.00		\$4.00	\$528.00
10.	70	Ea.	#6 Epoxy Coated Tie Bars Drilled and Set	\$30.00	\$2,100.00		\$30.00	\$2,100.00	\$9.00	\$630.00		\$30.00	\$2,100.00
11.	40	S.Y.	Detectable Warning Field - Yellow	\$32.00	\$1,280.00		\$32.00	\$1,280.00	\$32.00	\$1,280.00		\$45.00	\$1,800.00
12.	4,500	S.Y.	3 Inch Pulverized Topsoil, Seed Mix #4 and E-mat	\$6.60	\$29,700.00		\$9.36	\$42,120.00	\$11.75	\$52,875.00		\$10.00	\$45,000.00
13.	70	Ea.	Stump Removal	\$95.00	\$6,650.00		\$125.00	\$8,750.00	\$95.00	\$6,650.00		\$200.00	\$14,000.00
14.	20	Ea.	Inlet Protection Maintenance	\$50.00	\$1,000.00		\$25.00	\$500.00	\$75.00	\$1,500.00		\$125.00	\$2,500.00
15.	12	Ea.	Adjust Sanitary and Storm Manhole Castings	\$50.00	\$600.00		\$100.00	\$1,200.00	\$450.00	\$5,400.00		\$800.00	\$9,600.00
16.	6	Ea.	Furnish and Install Sanitary Manhole Chimney Seal	\$500.00	\$3,000.00		\$450.00	\$2,700.00	\$475.00	\$2,850.00		\$600.00	\$3,600.00
17.	14	Ea.	Adjust Inlet Casting	\$50.00	\$700.00		\$100.00	\$1,400.00	\$450.00	\$6,300.00		\$800.00	\$11,200.00
18.	7	Ea.	Adjust Water Valve Box	\$500.00	\$3,500.00		\$100.00	\$700.00	\$300.00	\$2,100.00		\$250.00	\$1,750.00
19.	46	Ea.	Install Mailbox Provided by Homeowner	\$25.00	\$1,150.00	Į	\$78.00	\$3,588.00	\$55.00	\$2,530.00	L	\$150.00	\$6,900.00
			SUB-TOTAL (Items 1. through 19., Inclusive)		\$838,112.50	[		\$861,435.90		\$830,400.50	Γ		\$1,156,428.00

#### THE BLUE DEVELOPMENT

Item	Qty	Unit	Description	Unit Price	Total						
20.	1	L.S.	Mobilization and Bonding	\$8,015.00	\$8,015.00	\$8,870.00	\$8,870.00	\$50,000.00	\$50,000.00	\$5,000.00	\$5,000.00
21.	700	L.F.	Full Depth Sawcut Concrete Pavement	\$3.00	\$2,100.00	\$1.95	\$1,365.00	\$3.00	\$2,100.00	\$4.00	\$2,800.00
22.	60	E	#6 Epoxy Coated Tie Bars Drilled and Set (Street Patching)	\$30.00	\$1,800.00	\$30.00	\$1,800.00	\$9.00	\$540.00	\$30.00	\$1,800.00
23.	200	E	#4 Epoxy Coated Tie Bars Drilled and Set (Existing Curb)	\$30.00	\$6,000.00	\$30.00	\$6,000.00	\$8.00	\$1,600.00	\$30.00	\$6,000.00
24.	1,800	S.Y.	Remove Existing 8 Inch Concrete Street Pavement	\$6.33	\$11,394.00	\$6.33	\$11,394.00	\$4.85	\$8,730.00	\$11.00	\$19,800.00
25.	100	S.Y.	8 Inch Concrete Street Patching	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$85.00	\$8,500.00	\$160.00	\$16,000.00
26.	5,950	S.Y.	8 Inch Doweled Concrete Pavement	\$56.00	\$333,200.00	\$56.00	\$333,200.00	\$49.70	\$295,715.00	\$72.00	\$428,400.00
27.	3,700	S.Y.	6 Inch Non-Reinforced Concrete Pavement	\$45.07	\$166,759.00	\$45.07	\$166,759.00	\$44.21	\$163,577.00	\$65.00	\$240,500.00
28.	1	L.S.	Trimming New Streets (Estimated 400 Tons-Waste)	\$1.00	\$1.00	\$1.00	\$1.00	\$20,000.00	\$20,000.00	\$19,300.00	\$19,300.00
29.	1	L.S.	Terrace Backfilling (Estimated 1,100 C.Y.)	\$11,865.00	\$11,865.00	\$11,865.00	\$11,865.00	\$31,200.00	\$31,200.00	\$66,000.00	\$66,000.00
30.	1	L.S.	Terrace Temporary Seeding / Mulching (Estimated 3,500 S.Y.)	\$19,250.00	\$19,250.00	\$6,575.00	\$6,575.00	\$2,625.00	\$2,625.00	\$2,800.00	\$2,800.00
31.	54	Ea.	1 Foot Thick Gravel Driveway Pad	\$278.00	\$15,012.00	\$278.00	\$15,012.00	\$230.00	\$12,420.00	\$550.00	\$29,700.00
32.	1	L.S.	12 Inch Thick Grave - Tanah Trail Cul de Sac Island (172 S.Y.)	\$1,115.00	\$1,115.00	\$1,115.00	\$1,115.00	\$3,000.00	\$3,000.00	\$7,740.00	\$7,740.00
33.	1	L.S.	12 Inch Thick Gravel - Terra Blue Court Cul de Sac Island (330 S.Y.)	\$1,675.00	\$1,675.00	\$1,675.00	\$1,675.00	\$3,000.00	\$3,000.00	\$14,850.00	\$14,850.00
34.	1	L.S.	Papermill Run Asphalt Transition	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	\$3,000.00	\$3,000.00	\$6,800.00	\$6,800.00
35.	8	Ea.	Furnish and Install Sanitary Manhole Chimney Seal	\$500.00	\$4,000.00	\$450.00	\$3,600.00	\$475.00	\$3,800.00	\$600.00	\$4,800.00
36.	19	Ea.	Adjust Sanitary and Storm Manhole Castings	\$50.00	\$950.00	\$100.00	\$1,900.00	\$450.00	\$8,550.00	\$800.00	\$15,200.00
37.	16	Ea.	Adjust Inlet Casting	\$50.00	\$800.00	\$100.00	\$1,600.00	\$450.00	\$7,200.00	\$800.00	\$12,800.00
38.	14	Ea.	Adjust Water Valve Box	\$500.00	\$7,000.00	\$100.00	\$1,400.00	\$300.00	\$4,200.00	\$250.00	\$3,500.00
			SUB-TOTAL (Items 20, through 38., Inclusive)		\$608,336.00		\$591,531.00		\$629,757.00		\$903,790.00

#### RAILROAD STREET CONCRETE PATCHING

Item	Qty	Unit	Description	Unit Price	Total						
39.	1	L.S.	Mobilization and Bonding	\$1,000.00	\$1,000.00	\$2,400.00	\$2,400.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
40.	100	L.F.	Full Depth Sawcut Concrete Pavement	\$7.00	\$700.00	\$1.95	\$195.00	\$3.00	\$300.00	\$4.00	\$400.00
41.	70	S.Y.	Remove Existing Concrete Pavement	\$16.72	\$1,170.40	\$16.72	\$1,170.40	\$20.00	\$1,400.00	\$20.00	\$1,400.00
42.	70	L.F.	30 Inch Curb and Gutter	\$42.00	\$2,940.00	\$42.00	\$2,940.00	\$55.00	\$3,850.00	\$60.00	\$4,200.00
43.	120	S.Y.	8 Inch Non-Reinforced Concrete Pavement / Sidewalk	\$81.00	\$9,720.00	\$81.00	\$9,720.00	\$95.00	\$11,400.00	\$160.00	\$19,200.00
44.	140	S.Y.	Remove and Replace 4 Inch Concrete Sidewalk	\$60.05	\$8,407.00	\$60.05	\$8,407.00	\$10.50	\$1,470.00	\$117.00	\$16,380.00
45.	50	Ea.	#6 Epoxy Coated Tie Bars Drilled and Set	\$14.00	\$700.00	\$14.00	\$700.00	\$0.01	\$0.50	\$30.00	\$1,500.00
46.	50	Ea.	#4 Epoxy Coated Tie Bar Drilled and Set	\$12.00	\$600.00	\$12.00	\$600.00	\$0.01	\$0.50	\$30.00	\$1,500.00
			SUB-TOTAL (Items 39. through 46., Inclusive)		\$25,237.40		\$26,132.40		\$22,421.00		\$49,580.00
			TOTAL (Items 1. through 46., Inclusive)		\$1,471,685.90		\$1,479,099.30		\$1,482,578.50		\$2,109,798.00
			Bid Security	5% Bid Bond							
			Addendum Acknowledgement	Yes - #1							

	Subcontractor	Subcontractor	Subcontractor	Subcontractor
Grading	MCC, inc.			N/A
Sidewalk	Sommers Construction	Zignego	Martell Construction, Inc.	N/A
Sawing	Hard Rock			N/A
Stump Removal	On Site Logging			N/A
Asphalt	Northeast Asphalt, inc.			N/A
Landscape		Signature Landscape	Double D Landscape, LLC	N/A
Traffic Control			Warning Lites of Appleton	N/A



## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Award Contract for Welhouse Drive and Curtin Avenue Sanitary, Water and Storm Sewer Reconstruction to Jossart Brothers, Inc. in the amount of \$1,012,596.00

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

REPORT DATE: April 1, 2024

ADMINISTRATOR'S REVIEW / COMMENTS:	
No additional comments to this reportMEM	
See additional comments attached	

#### **EXPLANATION:**

On March 12, 2024 bids were gathered for the Welhouse Dr. and the Curtin Ave. project with an alternate bid project for the Kennedy Ave drain tile project. We had five contractors bid on the projects with a pricing range of \$944,889.00 to \$1,205,634.18 with the alternate bid price of \$67,680.00.

Jossart Brothers, Inc. was low bid with the total bid price from both projects for \$1,012,569.00

We had budgeted in the CIP on Welhouse Dr. \$621,000 for the Sanitary sewer, \$241,000 for the storm sewer, and \$474,000 for a total of \$1,336,000. We came in well under that amount by \$391,111 across all utilities.

The Kennedy Ave project had a budgetary number of \$125,000 in the CIP and with the project cost of \$67,680, we came in \$57,320 under budget.

#### **Funding:**

These items are in the approved 2024 budget as:

## Welhouse Dr (SC-24-01):

Sanitary Sewer Utility Fund for \$621,000 (201-5360-297), construction bid amount is \$305,052 Storm Sewer Utility Fund for \$241,000 (205-5370-297), construction bid amount is \$361,117 Water Utility Fund for \$474,000 (601-0977-234), construction bid amount is \$278,720

**Kennedy Avenue Drain Tile** (SU-24-03) for \$125,000 in the Storm Water Utility Fund (205-5370-297), construction bid amount is \$67,680

**RECOMMENDED ACTION**: Award Contract for Welhouse Drive and Curtin Avenue Sanitary, Water and Storm Sewer Reconstruction to Jossart Brothers, Inc. in the amount of \$1,012,596.00

## **Attachments:**

1. Notice of Award



March 26, 2024

Village of Kimberly Attn: Greg Ulman, DPW 2000 Municipal Drive Neenah, WI 54956

Re: Village of Kimberly

Welhouse Drive & Curtin Avenue

Sanitary, Water & Storm Sewer Reconstruction

Letter of Recommendation

McM. No. K0001-09-23-00727.02

#### Dear Greg:

On March 12, 2024, bids were received via QuestCDN vBid™ for the above referenced project. Five bids were received, ranging in price from \$944,889.00 to \$1,205,634.18 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract K0001-09-23-00727.02 Base Bid plus Alternate Bid A to the low bidder, Jossart Brothers, Inc., in the amount of \$1,012,596.00.

 Base Bid
 \$944,889.00

 Alternate Bid A | Kennedy Avenue Drain Tile
 \$67,680.00

 Total Contract
 \$1,012,569.00

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

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

Respectfully,

McMahon Associates, Inc.

Brad D. Werner, P.E.

Vice President/ Sr Municipal Engineer

BDW:car

Enclosures: Notice of Award

**Bid Tabulation** 



## **SECTION 00 51 00.00**

## **NOTICE OF AWARD**

Dated:	
То:	JOSSART BROTHERS, INC. 1682 Swan Road De Pere, WI 54115
Contract No.	K0001-09-23-00727.02
Project:	WELHOUSE DRIVE & CURTIN AVENUE SANITARY, WATER & STORM SEWER RECONSTRUCTION For The VILLAGE OF KIMBERLY   Outagamie County, Wisconsin
are the appare	ed that your Bid, dated March 12, 2024, for the above Contract has been considered. You nt successful Bidder and have been awarded a Contract for Welhouse Drive & Curtin Avenue er & Storm Sewer Reconstruction for the Village of Kimberly, Outagamie County, Wisconsin.
The Contract Dollars (\$1,01	Price of your Contract is One Million Twelve Thousand Five Hundred Sixty-Nine & no/100 2,569.00).
Alternate Bid	\$944,889.00 A   Kennedy Avenue Drain Tile \$67,680.00 t Price \$1,012,569.00
You must cor Award, that is	nply with the following conditions precedent within <b>15-days</b> of the date of this Notice of by
the Co 2. You r Instru 3. You n	nust deliver to the OWNER three fully executed counterparts of the Agreement including all ontract Documents.  nust deliver with the executed Agreement the Contract Security (bonds), as specified in the ctions to Bidders, General Conditions (Paragraph 5.01) and Supplementary Conditions.  nust deliver Insurance Certification complying with the General Conditions and Supplemental tions of the Contract Documents.
Failure to com	apply with these conditions within the time specified will entitle OWNER to consider your Bid annul this Notice of Award and to declare your Bid Security forfeited.
	ed counterpart of the Agreement, with the Contract Documents attached, will be returned to days after you comply with the above noted conditions.
VILLAGE O	F KIMBERLY   Outagamie County, Wisconsin
(Authorized Sig	gnature / Title)
Witness	

#### **BID TABULATION**

OWNER: VILLAGE OF KIMBERLY

**Project Name:** Welhouse Drive & Curtin Avenue Sanitary, Water & Storm Sewer Reconstruction

Contract No. K0001-09-23-00727.02 Bid Date/Time: March 12, 2024 @ 10:00 a.m.

Project Manager: Brad Werner, PE

Engineer:

McMAHON ASSOCIATES, INC. 1445 McMahon Drive

PO Box 1025

Neenah, WI 54956 / 54957-1025

JOSSART BROTHERS, INC. 1682 Swan Road De Pere, WI 54115 DONALD HIETPAS & SONS, INC. 1450 E. North Avenue PO Box 166 Little Chute, WI 54150 TRIPLE P. INC. dba PETERS CONCRETE CO. 1516 Atkinson Drive Green Bay, WI 54303 PTS CONTRACTORS, INC. 4075 Eaton Road Green Bay, WI 54311 DE GROOT, INC. 4201 Champion Road Green Bay, WI 54311

#### SANITARY SEWER

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Un	nit Price	Total	Unit Price	Total	Unit Price	Total
1.	1	L.S.	Mobilization	\$5,000.00	\$5,000.00	\$4,125.00	\$4,125.00	\$1	10,000.00	\$10,000.00	\$3,325.00	\$3,325.00	\$2,525.00	\$2,525.00
2.	1,959	L.F.	8 Inch SDR 35 PVC Sanitary Sewer	\$60.00	\$117,540.00	\$76.05	\$148,981.95		\$84.60	\$165,731.40	\$88.00	\$172,392.00	\$68.59	\$134,367.81
3.	152	L.F.	4 Inch Sanitary Lateral - Excavated	\$52.00	\$7,904.00	\$69.50	\$10,564.00		\$95.80	\$14,561.60	\$130.00	\$19,760.00	\$61.96	\$9,417.92
4.	900	L.F.	4 Inch HDPE DR 17 Sanitary Lateral - Pipe Burst	\$5.15	\$4,635.00	\$5.05	\$4,545.00		\$5.00	\$4,500.00	\$5.30	\$4,770.00	\$5.20	\$4,680.00
5.	46	Ea.	4" x 8" Wye Connection Including Riser	\$200.00	\$9,200.00	\$498.75	\$22,942.50		\$165.00	\$7,590.00	\$300.00	\$13,800.00	\$839.55	\$38,619.30
6.	66	V.F.	48 inch Sanitary Manhole	\$425.00	\$28,050.00	\$452.00	\$29,832.00		\$425.00	\$28,050.00	\$530.00	\$34,980.00	\$493.18	\$32,549.88
7.	6	Ea.	Manhole Casting	\$550.00	\$3,300.00	\$550.00	\$3,300.00		\$550.00	\$3,300.00	\$875.00	\$5,250.00	\$599.94	\$3,599.64
8.	1	L.S.	Post-Construction Mainline Cleaning and Televising	\$2,520.00	\$2,520.00	\$2,475.00	\$2,475.00		\$1.00	\$1.00	\$2,590.00	\$2,590.00	\$2,676.50	\$2,676.50
9.	46	Ea.	Post-Construction Lateral Televising	\$101.00	\$4,646.00	\$100.00	\$4,600.00		\$100.00	\$4,600.00	\$100.00	\$4,600.00	\$106.05	\$4,878.30
10.	1	L.S.	Sanitary Sewer Trench Compaction and Certification	\$3,500.00	\$3,500.00	\$2,180.00	\$2,180.00	\$	\$3,000.00	\$3,000.00	\$4,800.00	\$4,800.00	\$6,918.50	\$6,918.50
						_							_	-
			SUB-TOTAL (Items 1. through 10., Inclusive)		\$186,295.00		\$233,545.45			\$241,334.00		\$266,267.00		\$240,232.85

#### SANITARY LATERAL WORK ON PRIVATE PROPERTY

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Uni	it Price	Total	U	nit Price	Total		Unit Price	Total
11.	1,100	L.F.	4 Inch HDPE DR 17 Sanitary Lateral - Pipe Burst	\$5.15	\$5,665.00	\$5.05	\$5,555.00		\$5.00	\$5,500.00		\$5.30	\$5,830.00	Г	\$5.20	\$5,720.00
12.	1	Ea.	Outside Spot Excavation	\$620.00	\$620.00	\$600.06	\$600.06		\$600.00	\$600.00		\$635.00	\$635.00		\$624.18	\$624.18
13.	1	Ea.	Outside Cleanout with Frost Sleeve	\$775.00	\$775.00	\$757.50	\$757.50		\$750.00	\$750.00		\$795.00	\$795.00		\$780.23	\$780.23
14.	30	Ea.	Inside Excavation for Reconnection	\$3,040.00	\$91,200.00	\$2,980.00	\$89,400.00	\$3	3,000.00	\$90,000.00		\$3,125.00	\$93,750.00		\$3,068.89	\$92,066.70
15.	60	Ea.	4 Inch Furnco Connection	\$10.30	\$618.00	\$10.10	\$606.00		\$10.00	\$600.00		\$10.60	\$636.00		\$10.40	\$624.00
16.	90	Ea.	4 Inch Bend	\$20.60	\$1,854.00	\$20.20	\$1,818.00		\$20.00	\$1,800.00		\$21.00	\$1,890.00		\$20.81	\$1,872.90
17.	30	Ea.	Inside Cleanout	\$103.00	\$3,090.00	\$101.00	\$3,030.00		\$100.00	\$3,000.00		\$105.00	\$3,150.00		\$104.03	\$3,120.90
18.	30	Ea.	Cleanout Cap	\$10.30	\$309.00	\$10.10	\$303.00		\$10.00	\$300.00		\$10.60	\$318.00		\$10.40	\$312.00
19.	30	Ea.	Floor Drain	\$154.50	\$4,635.00	\$151.50	\$4,545.00		\$150.00	\$4,500.00		\$158.00	\$4,740.00		\$156.05	\$4,681.50
20.	150	BAG	Redi-Crete Floor Restoration	\$41.20	\$6,180.00	\$40.40	\$6,060.00		\$40.00	\$6,000.00		\$42.00	\$6,300.00		\$41.61	\$6,241.50
21.	1	Ea.	CIPP Liner Set Up Cost	\$515.00	\$515.00	\$505.00	\$505.00		\$500.00	\$500.00		\$530.00	\$530.00		\$555.50	\$555.50
22.	40	L.F.	4 Inch CIPP Liner	\$82.40	\$3,296.00	\$81.00	\$3,240.00		\$80.00	\$3,200.00		\$84.00	\$3,360.00	L	\$83.22	\$3,328.80
			SUB-TOTAL (Items 11. through 22., Inclusive)		\$118,757.00		\$116,419.56			\$116,750.00			\$121,934.00	Ε		\$119,928.21

#### WATER MAIN

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total		Unit Price	Total	Unit Price	Total		Unit Price	Total
23.	1	L.S.	Mobilization	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	ſ	\$100.00	\$100.00	\$3,325.00	\$3,325.00	Ī	\$2,020.00	\$2,020.00
24.	1	L.S.	Temporary Water Service	\$13,000.00	\$13,000.00	\$17,500.00	\$17,500.00		\$29,700.00	\$29,700.00	\$15,050.00	\$15,050.00		\$18,180.00	\$18,180.00
25.	1,890	L.F.	8 Inch PVC Water Main	\$73.00	\$137,970.00	\$80.50	\$152,145.00		\$92.35	\$174,541.50	\$91.00	\$171,990.00		\$78.66	\$148,667.40
26.	30	L.F.	6 Inch PVC Water Main	\$65.00	\$1,950.00	\$70.00	\$2,100.00		\$79.50	\$2,385.00	\$113.00	\$3,390.00		\$68.88	\$2,066.40
27.	4	Ea.	8 Inch Valve	\$2,850.00	\$11,400.00	\$2,500.00	\$10,000.00		\$2,600.00	\$10,400.00	\$2,585.00	\$10,340.00		\$2,902.74	\$11,610.96
28.	3	Ea.	7.5 Foot Bury Hydrant	\$5,600.00	\$16,800.00	\$5,530.00	\$16,590.00		\$5,565.00	\$16,695.00	\$5,625.00	\$16,875.00		\$6,272.10	\$18,816.30
29.	4	Ea.	Salvage Existing Hydrant	\$500.00	\$2,000.00	\$755.00	\$3,020.00		\$500.00	\$2,000.00	\$465.00	\$1,860.00		\$707.00	\$2,828.00
30.	1,372	L.F.	1 Inch Water Service - Excavated	\$50.00	\$68,600.00	\$52.65	\$72,235.80		\$60.45	\$82,937.40	\$63.00	\$86,436.00		\$50.50	\$69,286.00
31.	44	Ea.	1 Inch Service Set	\$500.00	\$22,000.00	\$550.00	\$24,200.00		\$675.00	\$29,700.00	\$576.00	\$25,344.00		\$1,088.92	\$47,912.48
32	1	L.S.	Water Main Trench Compaction and Certification	\$3,500.00	\$3,500.00	\$2,180.00	\$2,180.00		\$3,000.00	\$3,000.00	\$3,700.00	\$3,700.00	L	\$7,070.00	\$7,070.00
			SUB-TOTAL (Items 23. through 32., Inclusive)		\$278,720.00		\$301,470.80	[		\$351,458.90		\$338,310.00	[		\$328,457.54

#### STORM SEWER

Item	Qty	Unit	Description	Unit Price	Total	Unit Price	Total	Unit	Price	Total	Unit Price	Total	Unit Price	Total
33.	1	L.S.	Remove Storm Manhole in Fulcer Avenue Terrace	\$500.00	\$500.00	\$650.00	\$650.00	\$	750.00	\$750.00	\$580.00	\$580.00	\$1,010.00	\$1,010.00
34.	42	V.F.	4 Foot Diameter Storm Manhole	\$595.00	\$24,990.00	\$547.00	\$22,974.00	\$!	541.00	\$22,722.00	\$528.00	\$22,176.00	\$633.96	\$26,626.32
35.	6	Ea.	Storm Manhole Casting	\$550.00	\$3,300.00	\$525.00	\$3,150.00	\$4	495.00	\$2,970.00	\$850.00	\$5,100.00	\$579.74	\$3,478.44
36.	14	Ea.	Inlet with Casting and Drain Tile Stubs	\$3,900.00	\$54,600.00	\$3,485.00	\$48,790.00	\$4,0	035.00	\$56,490.00	\$5,615.00	\$78,610.00	\$3,623.33	\$50,726.62
37.	383	L.F.	21 Inch Storm Sewer	\$113.00	\$43,279.00	\$119.50	\$45,768.50	\$3	140.65	\$53,868.95	\$137.00	\$52,471.00	\$125.11	\$47,917.13
38.	980	L.F.	18 Inch Storm Sewer	\$72.00	\$70,560.00	\$82.75	\$81,095.00		\$96.15	\$94,227.00	\$94.00	\$92,120.00	\$85.23	\$83,525.40
39.	340	L.F.	15 Inch Storm Sewer	\$65.00	\$22,100.00	\$73.50	\$24,990.00		\$91.50	\$31,110.00	\$85.00	\$28,900.00	\$77.86	\$26,472.40
40.	460	L.F.	12 Inch Storm Sewer	\$60.00	\$27,600.00	\$67.75	\$31,165.00		\$78.30	\$36,018.00	\$84.00	\$38,640.00	\$75.96	\$34,941.60
41.	14	Ea.	4 Inch Storm Lateral Connection to Main	\$250.00	\$3,500.00	\$275.00	\$3,850.00	\$2	250.00	\$3,500.00	\$270.00	\$3,780.00	\$537.90	\$7,530.60
42.	454	L.F.	4 Inch Storm Sewer Lateral (Public)	\$47.00	\$21,338.00	\$46.15	\$20,952.10		\$58.70	\$26,649.80	\$58.00	\$26,332.00	\$50.90	\$23,108.60
43.	560	L.F.	4 Inch Storm Sewer Lateral (Private) with Turf Restoration	\$40.00	\$22,400.00	\$51.00	\$28,560.00		\$56.00	\$31,360.00	\$73.00	\$40,880.00	\$54.22	\$30,363.20
44.	14	Ea.	Collection Riser at House (Private)	\$150.00	\$2,100.00	\$180.00	\$2,520.00	\$2	250.00	\$3,500.00	\$310.00	\$4,340.00	\$223.72	\$3,132.08
45.	1	L.S.	Storm Sewer Clean and Televise	\$2,800.00	\$2,800.00	\$2,731.00	\$2,731.00		\$1.00	\$1.00	\$2,860.00	\$2,860.00	\$2,929.00	\$2,929.00
46.	1	L.S.	Storm Sewer Trench Compaction and Certification	\$3,000.00	\$3,000.00	\$2,180.00	\$2,180.00	\$2,0	000.00	\$2,000.00	\$3,700.00	\$3,700.00	\$6,918.50	\$6,918.50
			SUB-TOTAL (Items 33. through 46., Inclusive)		\$302,067.00		\$319,375.60			\$365,166.75		\$400,489.00		\$348,679.89

#### **BID TABULATION**

VILLAGE OF KIMBERLY OWNER: Project Name:

Welhouse Drive & Curtin Avenue Sanitary, Water & Storm Sewer Reconstruction

K0001-09-23-00727.02 Contract No. Bid Date/Time: March 12, 2024 @ 10:00 a.m.

Project Manager: Brad Werner, PE

Engineer:

McMAHON ASSOCIATES, INC. 1445 McMahon Drive

PO Box 1025

Neenah, WI 54956 / 54957-1025

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

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

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

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

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

#### MISCELLANEOUS

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

#### ALTERNATE BID A | KENNEDY AVENUE DRAIN TILE

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

#### ALTERNATE BID B | SIDNEY STREET MINI-STORM SEWER

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

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



# Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Agreement with City of Appleton for Automatic Assistance for

Structure Fires

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

REPORT DATE: April 1, 2024

#### **EXPLANATION:**

Attached is the agreement with the City of Appleton for automatic aid for structure fires.

Fire Chief Hietpas will be present to answer questions.

Village Staff and Attorney Koehler have reviewed the agreement and recommend approval.

#### **RECOMMENDED ACTION:**

Approve the Agreement with the City of Appleton for Automatic Assistance for Structure Fires as presented.

#### **ATTACHMENTS:**

1. Automatic Aid Agreement

## AGREEMENT FOR AUTOMATIC ASSISTANCE FOR STRUCTURE FIRES VILLAGE OF KIMBERLY AND CITY OF APPLETON

THIS AGREEMENT entered into on the date specified below, by and between the Village of Kimberly ("Kimberly") and the City of Appleton ("Appleton"), each of which are Wisconsin municipal corporations; and each acting herein through their duly authorized officials.

WHEREAS the governing officials of the governmental entities set forth above, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters:

## NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

In consideration for each party's automatic assistance to the other upon the occurrence of a structure fire in any portion of the designated area where this Agreement for Automatic Assistance is in effect, a predetermined number of firefighting equipment and personnel of the parties shall be dispatched to such point where the structure fire exists in order to assist in the protection of life and property subject to the conditions hereinafter stated.

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chief of the Kimberly Fire Department and the Chief of the Appleton Fire Department. These details will be stipulated in a Memorandum of Understanding and signed by the Chiefs of both departments. Said Memorandum of Understanding may be revised, modified, or amended in writing at any time by a signed mutual agreement of the Fire Chiefs as conditions may warrant.

- 2. Any dispatch of equipment and personnel pursuant to this Agreement shall be sent unless such amount of assistance is unavailable due to emergency conditions and/or hazardous situations confronting either party's forces at the time of need for assistance under this Agreement.
- 3. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
- 4. Neither party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated, or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for

the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel; food; and lodging shall be paid by the entity in which the employee in question is regularly employed.

- 5. All equipment used by each party's fire department in carrying out this Agreement will, during the time response services are being performed, remain owned by the respective fire department; and all personnel acting for the party's fire department under this Agreement will, during the time response services are required, be firefighters of the fire department of the party where they are regularly employed.
- 6. At all times while equipment and personnel of either party's fire department are traveling to, from, or within the geographical limits of the other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.
- 7. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed.
- 8. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party hereto.
- 9. It is understood and agreed that if the parties have heretofore entered into any similar agreement for automatic aid, the conditions and obligations of this Agreement shall take precedence over any conditions and obligations in any other agreements related to mutual assistance between the parties.
- 10. Each party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in the county where the emergency condition

and/or hazardous situations occurred.

- 11. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as is such invalid, illegal, or unenforceable provision had never been contained herein.
- 12. Neither party hereto waives or releases any of the liability immunities, limitations, or damages limitations available under Section 893.80 Wisconsin Statutes despite any provisions herein, if any, to the contrary.
- 13. Effective date of this Agreement shall be on the last date of the signature of any party hereto.

EXECUTED by the Village of Kimberly and the City of Appleton, each respective governmental entity acting by and through its duly authorized official in the manner required by each entity or otherwise as required by law.

## **Village of Kimberly**

Ву:
Charles Kuen, Village President Date:
Kimberly Fire Department
Jim Hieptas, Fire Chief Date:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

## **City of Appleton**

By:	
Kami Lynch, City Clerk	
Date:	
Appleton Fire Department	
Jeremy Hansen, Fire Chief Date:	
	Kami Lynch, City Clerk Date:  Appleton Fire Department  Jeremy Hansen, Fire Chief



## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

<b>ITEM DESCRIPTION:</b> Purchase Mobile Fire Radios from Baycom/Motorola Solutions								
in the amount of \$24,998.35								
REPORT PREPARED BY: Jim Hietpas, Fire Chief								
REPORT DATE: 4/1/2024								
ADMINISTRATOR'S REVIEW / COMMENTS:								
No additional comments to this reportMEM								
See additional comments attached								

#### **EXPLANATION:**

Due to the high cost of radios the department included replacement of radios in the 2024-2028. This request is to approve the purchase of 5 mobile radios using the approved funds for 2024.

#### **BACKGROUND:**

The Village of Kimberly Fire Dept was part of a successful Outagamie County wide FY21 Assistance to Firefighters Grant award (*award attached*). The reason for the grant request was due to obsolescence issues with the current radios which prevented batteries and other components from being replaced and maintain the intrinsically safe certification. This certifies the radio is safe to operate in environments where natural gas or other flammable gases are present. When applying for the grant we submitted to replace our current radios along with additional radios so every seating position on the apparatuses has a radio. This is needed to ensure all personnel have radio communications in the event they are split up from the crew they are operating with.

During the grant writing process, we were informed that we could only use the funds to replace existing radios due to the obsolescence issues, so we reduced our requested quantity to match what we currently have, which is 14 total mobile radios. When the award was received the grant ceiling limit did not allow all the participating departments to receive their required replacements. It was determined that the funding would allow each participating department to receive half of their applied for quantity. This brought Kimberly's allotment down to 7 radios. These radios were ordered last year and are due to be received in April of this year. The approved \$5,460 carryover funding request from the general fund from 2023 will cover the 10% award match required for these 7 radios.

In 2023, bids were requested from 3 vendors by a group representing multiple departments within Outagamie County. The bids were evaluated by the committee for best value and Baycom/Mototola Solutions was chosen as the successful bidder. Along with their bid, Motorola

extend the same pricing for 2 years in the event departments wanted to purchase additional radios outside of the awarded amount as all needs were not met with the grant funds. The Kimberly Fire Department is using the results of the 2023 Outagamie County bid process to purchase an additional 5 radios for that same pricing.

The attached quote matches the same pricing offered last year for the grant purchase. The first quote shows the bid validity being extended to 29 April 2024 for Kimberly Fire. The second attachment shows the pricing Freedom Fire received for the same radios in 2023 as part of the grant. The quantity was different, but the per radio price was received.

#### **FUNDING:**

This is a budgeted expense in the 2024 CIP as Replace Mobile Radios (FD-24-01) for \$24,800 out of the Fire Department Trust Fund. The actual cost will require an additional \$198.35 to be used out of the same fund.

The fund balance this trust fund is  $\sim$ \$155,000 as of 1/24/2024, which allows for this purchase and current estimated future purchases through 2025 and maintains the required fund balance minimum of \$20,000.

#### **RECOMMENDED ACTION:**

Staff recommends approval of the purchase of 5 mobile fire radios from Baycom/Motorola Solutions for \$24,998.35.

#### **ATTACHMENTS:**

- 1. Kimberly Fire Quote dated 1/12/23 with expiration date of 4/29/24
- 2. Freedom Fire Quote dated 9/13/23
- 3. 2021 Fire Radios Grant









## KIMBERLY FIRE DEPT

Kimberly EMS; (5) APX6000XE - 800 01/12/2023



01/12/2023

KIMBERLY FIRE DEPT 515 W KIMBERLY AVE KIMBERLY, WI 54136

RE: Motorola Quote for Kimberly EMS; (5) APX6000XE - 800 Dear Jim Hietpas,

Motorola Solutions is pleased to present KIMBERLY FIRE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide KIMBERLY FIRE DEPT with the best products and services available in the communications industry. Please direct any questions to Eric Schroeder at eschroeder@baycominc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Eric Schroeder
Communications Consultant

Motorola Solutions Manufacturer's Representative





Billing Address: KIMBERLY FIRE DEPT 515 W KIMBERLY AVE KIMBERLY, WI 54136 US Quote Date:01/12/2023 Expiration Date:04/29/2024 Quote Created By: Eric Schroeder Communications Consultant eschroeder@baycominc.com

920-544-4203

End Customer: KIMBERLY FIRE DEPT Jim Hietpas kimberlyfd@vokimberly.org 920-7588-7500

Contract: 24752 - WCA Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Contract Price
	APX™ 6000 Series	APX6000 XE			
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	5	\$3,595.00	\$2,624.35
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	5	\$6.00	\$4.38
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	5	\$330.00	\$240.90
1c	QA02006AA	ENH: APX6000XE RUGGED RADIO	5	\$880.00	\$642.40
1d	Н38ВТ	ADD: SMARTZONE OPERATION	5	\$1,320.00	\$963.60
1e	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	5	\$0.00	\$0.00
1f	QA01427AB	ALT: IMPACT GREEN HOUSING	5	\$28.00	\$20.44
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	5	\$567.00	\$413.91
1h	QA09113AB	ADD: BASELINE RELEASE SW	5	\$0.00	\$0.00
1i	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	5	\$0.00	\$0.00
2	PMMN4107C	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500	5	\$594.00	\$433.62



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800





Line #	Item Number	Description	Qty	List Price	Contract Price
		REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN			
3	NNTN8863B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA/LACR PLUG	5	\$186.50	\$136.15
4	LSV00Q00202A	DEVICE PROGRAMMING	5	\$53.57	\$53.57

Grand Total \$24,998.35(USD)







## **Purchase Order Checklist**

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)

**PO Number/ Contract Number** 

**PO Date** 

**Vendor = Motorola Solutions, Inc.** 

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the Legal Bill-To Name

**Bill-To Address** 

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

**Tax Exemption Status** 

Signatures (As required)









## APPLETON FIRE DEPT, CITY OF

Grant Radio Order; Freedom Fire Department 09/13/2023



09/13/2023

APPLETON FIRE DEPT, CITY OF 700 N DREW ST APPLETON, WI 54911

RE: Motorola Quote for Grant Radio Order; Freedom Fire Department Dear Ryan Weyers,

Motorola Solutions is pleased to present APPLETON FIRE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide APPLETON FIRE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Eric Schroeder at eschroeder@baycominc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Eric Schroeder
Communications Consultant

Motorola Solutions Manufacturer's Representative



## QUOTE-2329695 Grant Radio Order; Freedom Fire Department

Billing Address:
APPLETON FIRE DEPT (WI),
CITY OF
700 N DREW ST
APPLETON, WI 54911
US

Quote Date:09/13/2023 Expiration Date:11/27/2023 Quote Created By: Eric Schroeder

Communications Consultant eschroeder@baycominc.com 920-544-4203

End Customer:
APPLETON FIRE DEPT, CITY OF
Ryan Weyers
Ryan.Weyers@Appleton.org
920-213-1129

Contract: 24752 - WCA Payment Terms:60 NET

Line #	Item Number	Description	Qty	List Price	Contract Price
	APX™ 6000 Series	APX6000 XE			
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	11	\$3,595.00	\$2,624.35
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	11	\$6.00	\$4.38
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	11	\$0.00	\$0.00
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	11	\$330.00	\$240.90
1d	QA02006AA	ENH: APX6000XE RUGGED RADIO	11	\$880.00	\$642.40
1e	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	11	\$0.00	\$0.00
1f	H38BT	ADD: SMARTZONE OPERATION	11	\$1,320.00	\$963.60
1g	QA09113AB	ADD: BASELINE RELEASE SW	11	\$0.00	\$0.00
1h	QA01427AB	ALT: IMPACT GREEN HOUSING	11	\$28.00	\$20.44
1i	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	11	\$567.00	\$413.91
2	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	11	\$169.56	\$123.78



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-2329695 Grant Radio Order; Freedom Fire Department

Line #	Item Number	Description	Qty	List Price	Contract Price
3	LSV00Q00202A	DEVICE PROGRAMMING	11	\$53.57	\$53.57
4	PMMN4107C	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	11	\$594.00	\$433.62
Grand Total				\$54.996	.37(USD)

### Notes:

- + Promotional pricing for 1 year Application Service trial.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



# **Purchase Order Checklist**

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)

**PO Number/ Contract Number** 

**PO Date** 

**Vendor = Motorola Solutions, Inc.** 

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the Legal Bill-To Name

**Bill-To Address** 

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

**Tax Exemption Status** 

Signatures (As required)

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF APPLETON FIRE DEPARTMENT AND

# REGIONAL PARTICIPATING PARTNERS OF THE FISCAL YEAR 2021 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM

This Memorandum of Understanding ("MOU") by and between the City of Appleton Fire Department ("AFD") and the Participating Partner Agencies as required in the Application for Fiscal Year 2021 Assistance to Firefighters Grant Program ("AFG"). The potential Participating Partner Agencies include the Village of Little Chute Fire Department ("LCFD"), Towns of Vandenbroek-Kaukauna Fire Department ("VKFD"), City of Kaukauna Fire Department ("KKFD"), Town of Freedom Fire Department ("FFD"), Village of Kimberly Fire Department ("KFD"), Town of Ellington Fire and EMS ("EFD"), City of Seymour Fire Department ("SFD"), Seymour Rural Fire Department ("SRFD"), Seymour Rescue ("SR"), Town of Buchanan Fire Department ("BFD"), Town of Dale Fire and Rescue ("DFR"), Village of Bear Creek Fire Department ("BCFD"), Village of Combined Locks Fire Department ("CLFD"), Village of Greenville Fire Department ("GFD"), Appleton International Airport Public Safety ("AAPS"), Hortonville-Hortonia Fire Department ("HHFD"), and Town of Grand Chute Fire Department ("GCFD")

### 1.0 AFD's Responsibilities and Level of Involvement

- 1.01 AFD will serve as the regional host applicant for the AFG for the other Participating Partner Agencies.
- 1.02 If awarded, AFD, will be responsible for all aspects of the grant, including, but not limited to, cost share, accountability for the assets, and all reporting requirements in the Regional application.
- 1.03 Upon notification by the AFG Program Office, AFD will not distribute grant-funded assets or provide grant-funded contractual services to non-compliant Participating Partner Agencies.

### 2.0 Participating Organizations' Responsibilities and Levels of Involvement

- 2.01 The Participating Partner Agencies include: LCFD, VKFD, KKFD, FFD, KFD, EFD, SRFD, SFD, SR, BFD, DFR, BCFD, CLFD, GFD, AAPS, HHFD, and GCFD.
- 2.02 Participating Partner Agency certifies that they are an eligible AFG Program organization, that they are compliant with AFG Program requirements including being current with past grants, closeouts, other reporting requirements, and understand the terms of the AFG.
- 2.03 Participating Partner Agency understands that this MOU must be signed by authorized persons to be eligible for the opportunity to participate in the purchase of approved radio equipment authorized under the AFG.
- 2.04 AFD and GCFD will cost share at a rate of 10%.

MOU AFG Program

- 2.05 LCFD, VKFD, KKFD, FFD, KFD, EFD, EEMS, SRFD, SFD, SR, BFD, DFR, BCFD, CLFD, GFD, AAPS, and HHFD will cost share at a rate of 5%.
- 2.06 Participating Partner Agency understands that changes in previously indicated participation levels by participating agencies may result in the overall reduction of the final amount of grant funding and each participant's share of that funding as identified in the grant.
- 2.07 Participating Partner Agency acknowledges that after its portion of the grant is calculated, it shall be solely responsible for having adequate matching funds allocated to pay the remaining balance owed to complete its purchase of equipment.

### 3.0 Participating Organizations' Proposed Distribution of grant-funded assets

Based upon information provided by Participating Partner Agencies, AFD is requesting \$4,315,312.30 in grant funds to cover maximum needs for all participating agencies. Assuming receipt of the requested funds, the following is the proposed distribution of grant-funded assets (actual amounts dispersed to Participating Organizations will depend on grant award amount and qualifying proof of actual costs of qualifying purchases):

- AFD (EIN 39-6005381) will receive up to 12.34%
- LCFD (EIN 39-6006304) will receive up to 7.32%
- VKFD (EIN 74-3216406) will receive up to 3.77%
- KKFD (EIN 39-6005479) will receive up to 7.95%
- FFD (EIN 39-6075681) will receive up to 4.60%
- KFD (EIN 39-6006297) will receive up to 2.93%
- EFD (EIN 39-6052710) will receive up to 6.90%
- DFR (EIN 39-6005845) will receive up to 6.28%
- SRFD (EIN 39-1618507) will receive up to 3.77%
- SFD (EIN 39-6005593) will receive up to 2.51%
- SR EIN 39-6005593) will receive up to 2.93%
- BFD (EIN 39-1316254) will receive up to 4.18%
- BCFD (EIN 39-1217341) will receive up to 4.18%
- CLFD (EIN 39-6006242) will receive up to 3.56%
- GFD (EIN 86-1482234) will receive up to 6.90%
- AAPS (EIN 39-6005724) will receive up to 3.77%
- HHFD (EIN 42-1697850) will receive up to 6.07%
- GCFD (EIN 39-6005918) will receive up to 10,04%
- 4.0 INDEMNIFICATION. Participating Partner Agency and its officers, officials, employees, and agents, for good and valuable consideration, do hereby agree to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents,

from and against any and all liability, loss, damage, expense, costs (including attorney's fees) that may arise in any way out of this agreement. Nothing contained in this agreement is intended as a waiver of the City to rely upon the immunities or limitations to liability as may be contained within Wisconsin Statutes 893.80 or other applicable law.

5.0 SEVERABILITY. In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either Appleton or Participating Partner Agency in the respective rights and obligations contained in the valid terms, covenants, and conditions hereof.

The undersigned warrant and represent that they are duly authorized by the Participating Partner Agency to enter this agreement and bind the Participating Partner Agency to the terms herein.

# VILLAGE OF KIMBERLY FIRE DEPARTMENT AFG PROGRAM ELIGIBLE PARTICIPATING ORGANIZATION DULY AUTHORIZED SIGNATURES

By: Marker H The

Printed Name: Charles A. Kuen

Title: Village President

Printed Name: JAMES HIE

Title: FIRE CHIEF



# Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Change Order #1 to Jossart Brothers Inc., for a reduction of
\$22,758.50 for Sunset Drive Sanitary, Water and Storm Sewer
Reconstruction
REPORT PREPARED BY: Greg Ulman, Director of Public Works/Zoning Administrator
REPORT DATE: April 1, 2024
ADMINISTRATOR'S REVIEW / COMMENTS:
No additional comments to this reportMEM
See additional comments attached
<b>EXPLANATION:</b> Contract reduction totaling \$22,758.50 based on final quantities.
Engineer Werner will discuss and address questions from the Board to arrive at the change order amount.
<b>RECOMMENDED ACTION</b> : Staff recommends approval of Change Order #1 to Jossart Brothers Inc. for a reduction of \$22,758.50 for Sunset Drive Sanitary, Water and Storm Sewer Reconstruction.
Attachments:  1. Change Order #1



March 26, 2024

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

Re:

Village of Kimberly

Sunset Drive

Sanitary, Water & Storm Sewer Reconstruction

Change Order #1

McM. No. K0001-09-22-00637.02

Dear Greg:

Enclosed herewith is Change Order #1 for the above referenced project. This change is a decrease in the Contract in the amount of \$22,758.50. The current Contract Price is \$1,169,139.50.

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

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

Respectfully,

McMahon Associates, Inc.

Brad Werner /car

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

BDW:car

Enclosure:

Change Order #1





McMAHON ASSOCIATES, INC.

1445 MCMAHON DRIVE P.O. BOX 1025 NEENAH, WI 54956

NEENAH, WI 54957-1025

CHANGE ORDER

TELEPHONE: 920,751,4200 FAX: 920,751,4284

JOSSART BROTHERS, INC.  1682 Swan Road De Pere, WI 54115  You Are Directed To Make The Changes Noted Below In (Item Description)  1.1 Final Quantities Spreadsheet Attached	Project File No. Change Order No. Issue Date: Project:	One (1) March 19 Sunset D Storm Se	9-22-00637.0 9-22-00637.0 9, 2024 rive Sanitary wer Reconst	, Water &
1682 Swan Road  De Pere, WI 54115  You Are Directed To Make The Changes Noted Below In (Item Description)	Change Order No. Issue Date: Project:	One (1)  March 19  Sunset D  Storm Se	9, 2024 rive Sanitary	, Water & ruction (Price)
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TOTAL				- \$22,758.50
The Changes Result in The Following Adjustments:				
	RACT PRICE =	TIN		
	191,898.00	-	days	
	\$22,758.50	0	days	
Current Contract Status \$1,	<u> 169,139.50</u>	***	days —	
Recommended: Accepted:		Διıt	horized;	
	JOSSART BROTHERS, INC.		VILLAGE OF KIMBERLY	
Neenah, Wisconsin De Pere, Wisc		Wisconsin		IDENE
Belle	<i>~</i> ./			
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ENGINEER Copy (Contract Copy)

FILE COPY

# **FINAL QUANTITIES**

VILLAGE OF KIMBERLY SUNSET DRIVE SANITARY, WATER & STORM SEWER RECONSTRUCTION

Contract No. K0001-09-22-00637.02

Engineer:

McMAHON ASSOCIATES, INC.

1445 McMahon Drive

PO Box 1025

Neenah, WI 54956 / 54957-1025

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

### **SANITARY SEWER**

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

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

Bid Qu	antities
Unit Price	Total
\$5,000.00	\$5,000.00
\$72.00	\$131,760.00
\$78.00	\$63,336.00
\$5.25	\$7,938.00
\$250.00	\$6,500.00
\$445.00	\$35,155.00
\$6,000.00	\$6,000.00
\$750.00	\$6,750.00
\$3,000.00	\$3,000.00
\$200.00	\$5,200.00
\$7,650.00	\$7,650.00

 T./555155	7.7000.00
	S278.289.00

Final Qty				
Qty	Total			
1.0	\$5,000.00			
1,822	\$131,184.00			
859	\$67,002.00			
692	\$3,633.00			
25	\$6,250.00			
85.3	\$37,958.50			
1	\$6,000.00			
9	\$6,750.00			
1	\$3,000.00			
25	\$5,000.00			
1.0	\$7,650.00			

\$279,427.50

### RECONNECTION WORK ON PRIVATE PROPERTY

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

CLID TOTAL	/Itama 12	through 20.	Inclusive
20R-IOIAL	litems 12.	tnrough Zu.	. inclusive)

Bid Quantities		
Unit Price	Total	
\$525.00	\$525.00	
\$525.00	\$525.00	
\$1,900.00	\$49,400.00	
\$420.00	\$10,920.00	
\$21.00	\$546.00	
\$157.50	\$4,095.00	
\$10.50	\$273.00	
\$157.50	\$4,095.00	
\$31.50	\$3,150.00	

\$73,529.00

Fin	al Qty
Qty	Total
0	\$0.00
0	\$0.00
13	\$24,700.00
26	\$10,920.00
28	\$588.00
8	\$1,260.00
8	\$84.00
3	\$472.50
74	\$2,331.00

\$40.355.50
340.333.301

### WATER MAIN

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

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

Bid Qua	antities
Unit Price	Total
\$5,000.00	\$5,000.00
\$7,500.00	\$7,500.00
\$97.00	\$177,510.00
\$90.00	\$5,850.00
\$2,950.00	\$23,600.00
\$5 <i>,</i> 700.00	\$28,500.00
\$750.00	\$2,250.00
\$30.00	\$10,200.00
\$67.00	\$25,460.00
\$550.00	\$14,300.00
\$70.00	\$2,100.00
\$1,500.00	\$1,500.00
\$5,500.00	\$5,500.00

\$309,270.00

Fina	I Qty
Qty	Total
1.0	\$5,000.00
1	\$7,500.00
1,797	\$174,309.00
67	\$6,030.00
8	\$23,600.00
5	\$28,500.00
1	\$750.00
0	\$0.00
769.0	\$51,523.00
25	\$13,750.00
31	\$2,170.00
1	\$1,500.00
1.0	\$5,500.00

\$320,132.00

## **FINAL QUANTITIES**

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

McMAHON ASSOCIATES, INC.

1445 McMahon Drive

PO Box 1025

Neenah, WI 54956 / 54957-1025

Final Qty

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

**Bid Quantities** 

### STORM SEWER

Item	Description	Qty	Unit		Unit Price	Total	Qty	Total
34.	4 Foot Diameter Storm Manhole	75	V.F.		\$420.00	\$31,500.00	50.9	\$21,378.00
35.	5 Foot Diameter Storm Manhole	10	V.F.		\$665.00	\$6,650.00	20.3	\$13,499.50
36.	6 Foot Diameter Storm Manhole	11	V.F.		\$830.00	\$9,130.00	26.2	\$21,746.00
37.	Storm Manhole Casting	10	Ea.		\$550.00	\$5,500.00	10	\$5,500.00
38.	Inlet with Casting and Drain Tile Stubs	12	Ea.		\$3,750.00	\$45,000.00	12	\$45,000.00
39.	Bore Mobilization and Setup	1	L.S.		\$12,500.00	\$12,500.00	1	\$12,500.00
40.	Bore 30 Inch Steel Casing Pipe	223	L.F.		\$450.00	\$100,350.00	223.5	\$100,575.00
41.	30 Inch Storm Sewer	930	L.F.	- 1	\$125.00	\$116,250.00	932.0	\$116,500.00
42.	24 Inch Storm Sewer	430	L.F.	1	\$105.00	\$45,150.00	455	\$47,775.00
43.	21 Inch Storm Sewer	110	L.F.	ľ	\$105.00	\$11,550.00	80	\$8,400.00
44.	15 inch Storm Sewer	65	L.F.		\$77.00	\$5,005.00	35	\$2,695.00
45.	12 Inch Storm Sewer	650	L.F.		\$72.00	\$46,800.00	648	\$46,656.00
46.	6 Inch PVC Storm Sewer	50	L.F.		\$40.00	\$2,000.00	403	\$16,120.00
47.	Reconnect Existing 6 Inch PVC Mini-Storm to Inlet	3	Ea.		\$250.00	\$750.00	1	\$250.00
48.	4 Inch PVC Storm Sewer	332	L.F.		\$35.00	\$11,620.00	0	\$0.00
49.	Internal Fiberglass Spot Repair on 21 Inch Storm Outfall	1	L.S.		\$12,000.00	\$12,000.00	0	\$0.00
50.	Storm Sewer Clean and Televise	1	L.S.		\$4,500.00	\$4,500.00	1	\$4,500.00
51.	Storm Sewer Trench Compaction and Certification (50 Tests)	1	L.S.		\$3,255.00	\$3,255.00	1	\$3,255.00
	SUB-TOTAL (Items 34. through 51., Inclusive)			Γ	,	\$469,510.00		\$466,349.50

### WATER MAIN

				Bid Qua	intities	Fina	l Qty
Item	Description	Qty	Unit	Unit Price	Total	Qty	Total
52.	Erosion Control - Inlet Protection and Maintenance	1	L.S.	\$2,500.00	\$2,500.00	1.0	\$2,500.00
53.	Concrete Pavement Removal	1	L.S.	\$30,000.00	\$30,000.00	1.0	\$30,000.00
54.	Rough Grading / Temporary Seeding	1	L.S.	\$12,000.00	\$12,000.00	1	\$12,000.00
55.	Tree Removal	32	Ea.	\$525.00	\$16,800.00	35	\$18,375.00
	SUB-TOTAL (Items 52. through 55., Inclusive)				\$61,300.00		\$62,875.00
	TOTAL (Items 1. through 55., Inclusive)				\$1,191,898.00		\$1,169,139.50



# Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Certificate of Payment #4 (Final) to Jossart Brothers, Inc., in the
amount of \$29,797.45 for the 2023 Sunset Dr. Sanitary, Water
& Storm Sewer Reconstruction
<b>REPORT PREPARED BY:</b> Greg Ulman, Director of Public Works/Zoning Administrator
REPORT DATE: April 1, 2024
ADMINISTRATOR'S REVIEW / COMMENTS:
No additional comments to this reportMEM
See additional comments attached
<b>EXPLANATION:</b> Certificate for payment #4 issued for \$29,797.45 for work performed through March 1, 2024, for the project. This price is in this amount because there was a reduction of \$22,758.50 in the overall contract (See Change Order #1), which the final contracted amount will be \$1,169,139.50  See attached certificate for Payment #4
Engineer Werner will discuss and address questions from the Board.
<b>RECOMMENDED ACTION</b> : Staff recommends approval of Certificate of Payment #4 to Jossart Brothers, Inc., in the amount of \$29,797.45 for the 2023 Sunset Dr. Sanitary, Water & Storm Sewer Reconstruction.
Attachments: 1. 2023 Sunset Dr. Sanitary, Water & Storm Sewer Reconstruction Certificate of Payment #4



March 14, 2024

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

Re:

Village of Kimberly

**Sunset Drive** 

Sanitary, Water & Storm Sewer Reconstruction

Certificate for Payment #4 - Final McM. No. K0001-09-22-00637.02

Dear Greg:

Enclosed herewith is Certificate for Payment #4 for the above referenced project. This Certificate is issued to Jossart Brothers, Inc. in the amount of \$29,797.45 for final payment for work performed through March 1, 2024.

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

Respectfully,

Y XIIIII

Brad D. Werner, P.E.

McMahon Associates, Inc.

Vice President / Sr Municipal Engineer

BDW:car

cc:

Jossart Brothers, Inc.

Enclosure:

Certificate for Payment #4



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. Project File No.

K0001-09-22-00637.02 Four (4) - Final

Certificate No. Issue Date:

March 14, 2024

K0001-09-22-00637.02

Project:

Sunset Drive Sanitary, Water &

Storm Sewer Reconstruction

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

April 12, 2023

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

Is Entitled To <u>Final</u> Payment For Work Performed Through:

March 1, 2024

□ Contractor's Application for Payment Attached

☑ Itemized Cost Breakdown Attached

Original Contract \$1,191,898.00 Net Change Orders \$0.00 **Current Contract Amount** \$1,191,898.00

Completed To Date

\$1,169,139.50

Subtotal

\$0.00

Previously Certified

Retainage

\$1,169,139.50 \$1,139,342.05

**Amount Due This Payment:** 

\$29,797.45

Please process and forward payment to JOSSART BROTHERS, INC.

Certified By:

McMAHON ASSOCIATES, INC.

Neenah, Wisconsin

Brad D. Werner, P.E.

Vice President / Sr Municipal Engineer

# **CERTIFICATE FOR PAYMENT #4**

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

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

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

SANITARY SEWER		i O Pia	Rid Ousmitties	Cost Bay 01	Charles Day Co.	8		
ltem Description	Obv	Unit Price	Total	Otto Total	Oh: Total	Cert-Pay US	Cert-Pay	mpleted I
Mobilization		200000	20000	-	Lora		Uty lotal	
		00.000,65	00.000,64	0.5 \$2,500.00	\$0.00	0.5 \$2,500.00	00.0\$	1.0 \$5,000.00
		\$72.00	\$131,760.00	\$0.00	1,822 \$131,184.00	\$0.00	00.00	1.822 \$131.184.00
		\$78.00	\$63,336.00	\$0.00	384 \$29,952.00	475 \$37,050.00	\$0.00	859 \$67,002,00
	1,512 L.F.	\$5.25	\$7,938.00	\$0.00	\$0.00			
<ol><li>4" x 8" Wye Connection Including Riser</li></ol>	26 Ea.	\$250.00	\$6,500.00	\$0.00	\$6.2			
	79 V.F.	\$445.00	\$35,155.00	\$0.00	85 \$37,736.00	0.5 \$222.50		v
	1 L.S.	\$6,000.00	\$6,000.00	\$0.00				
	9 Ea.	\$750.00	\$6,750.00	\$0.00	9 \$6750.00	00 0\$		
<ol><li>Post-Construction Mainline Cleaning and Televising</li></ol>	1 L.S.	\$3,000,00	\$3,000,00	00.05		43		
10. Post-Construction Lateral Televising		\$200.00	\$5 200 00	20:00	00.00			
	1 LS	\$7,650.00	\$7,650.00	\$0.00	0.5 \$3.825.00	0 5 43 825 00		1.0 67 55000
								00:000//\$
SUB-TOTAL (Items 1. through 11., Inclusive)			\$278,289.00	\$2,500.00	\$221,697.00	\$55,230.50	50 \$0.00	\$279,427.50
RECONNECTION WORK ON PRIVATE PROPERTY								
		Bid Qu	Bid Quantities	Cert-Pay 01	Cert-Pay 02	Cert-Pay 03	Cert-Pay 04	Completed To Date
ltem Description	Qty Unit	Unit Price	Total	Qty Total	Otv Total	Otv Total	Otv Total	Otv
	1 Ea.	\$525.00	\$525.00		-			-
-		\$525.00	\$525.00	\$0.00	\$0.00	\$0.00		
	26 Ea.	\$1,900.00	\$49,400.00	\$0.00	\$0.00		00 00\$	13 \$24,700.00
		\$420.00	\$10,920.00	\$0.00	\$0.00	26 \$10,920.00	\$0.00	
•		\$21.00	\$546.00	\$0.00	\$0.00	28 \$588.00		
		\$157.50	\$4,095.00	\$0.00	\$0.00	8 \$1,260.00		\$
		\$10.50	\$273.00	\$0.00	\$0.00			
_		\$157.50	\$4,095.00	\$0.00	\$0.00	3 \$472.50		3 \$472.50
20. Redi-Crete Floor Restoration	. 100 BAG	\$31.50	\$3,150.00	\$0.00	\$0.00	\$	00.00\$	Ϋ́
SUB-TOTAL (Items 12. through 20., Inclusive)			\$73,529.00	\$0.00	\$0.00	\$40,355.50	50 \$0.00	\$40,355.50
WATER MAIN								
		Bid Ou	Bid Organtities	Cert-Pay ()1	Cert-Pay (12	Cert-Day 03	Cort-Day 04	Completed To Date
Item Description	Oty Unit	Unit Price	Total	Qty Total	Qty Total	Otv Total	Qty Total	Otv Total
21. Mobilization	1 L.S.	\$5,000.00	\$5,000.00	0.5		0.5		10.5
22. Temporary Water Service	1 L.S.	\$7,500.00	\$7,500.00	1 \$7,500.00	\$0.00			
		\$97.00	\$177,510.00	÷	\$0.00	210 \$20,370.00		1,797 \$174,309.00
	65 L.F.	\$90.00	\$5,850.00	51 \$4,590.00	\$0.00	16 \$1,440.00		67 \$6,030.00
		\$2,950.00	\$23,600.00	8 \$23,600.00	\$0.00	\$0.00	00.0\$	8 \$23,600.00
		\$5,700.00	\$28,500.00	\$22\$	\$0.00	₩.		5 \$28,500.00
		\$750.00	\$2,250.00	\$0.00	\$0.00	1 \$750.00		
		\$30.00	\$10,200.00	\$0.00				
		\$67.00	\$25,460.00	\$0.00	❖	₩		
	26 Ea.	\$550.00	\$14,300.00	\$0.00	11 \$6,050.00	14 \$7,700.00		•∙
		\$70.00	\$2,100.00	\$0.00	\$0.00			
32. Z Inch Service Set	Eg.	\$1,500.00	\$1,500.00					1 \$1,500.00
55. Water Main Hencil Compaction and Certification (50 Tests)	i -	00.005,55	00.005,64	0.05,75¢ 5.0	0.3 \$1,650.00	0.2 \$1,100.00	00.05	
SUB-TOTAL (Hems 21 through 33 Inclusive)			C200 270 00	00 023 2163	¢21 750 E0	03 505 523	0000	\$230 133 00
factorials (i.e. 1900) as a second at the contract			ייייי זאלייטילי	שטיר גטי גדבק	ייייטיבלעכקי	-303/£16		חחישכדיחשכנ

# **CERTIFICATE FOR PAYMENT #4**

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

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

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

STORM SEWER					   								
		Bid Quantities	ties	Cert-Pay		Cert-Pay 02	y 02	Cert-Pay 03	ay 03	Cert-Pay 04	04	Completed To Date	d To Date
s١	Oty Unit	Unit Price	Total	Qty Total		Qty	Total	Qty	Total	Oţ.	Total	Ą.	Total
	75 V.F.	\$420.00	\$31,500.00		\$0.00	10.8	\$4.536.00	40.1	\$16.842.00		\$0.00	20 O	\$21 378 OO
35. 5 Foot Diameter Storm Manhole	10 V.F.	\$665.00	\$6,650.00		\$0.00	11.1	\$7,381,50	9.2	\$6.118.00		\$0.00	202	\$12,499.50
<ol><li>6 Foot Diameter Storm Manhole</li></ol>	11 V.F.	\$830.00	\$9,130.00		\$0.00		\$0.00	26.2	\$21,746.00		\$	26.2	\$27.776.00
37. Storm Manhole Casting	10 Ea.	\$220.00	\$5,500.00		\$0.00	7	\$550.00	on on	\$4.950.00		\$0.00	10	\$5 500 00
	12 Ea.	\$3,750.00	\$45,000.00		\$0.00		\$0.00	12	\$45,000,00		\$0.00	1 5	\$45,000,00
	1 L.S.	\$12,500.00	\$12,500.00		\$0.00		\$0.00	+1	\$12,500.00		\$0.00	-	\$12,500,00
_			\$100,350.00		\$0.00		\$0.00	223.5	\$100,575.00		\$0.00	223.5	\$100,575,00
		\$125.00	\$116,250.00		\$0.00	252.5	\$31,562.50	679.50	\$84,937.50		\$0.00	932.0	\$116,500.00
	430 L.F.	\$105.00	\$45,150.00		\$0.00		\$0.00	455	\$47,775.00		\$0.00	455	\$47,775.00
.,		\$105.00	\$11,550.00		\$0.00		\$0.00	80	\$8,400.00		\$0.00	8	\$8,400.00
44. 15 inch Storm Sewer	65 L.F.	\$77.00	\$5,005.00		\$0.00		\$0.00	32	\$2,695.00		\$0.00	: K	\$2,695,00
	650 L.F.	\$72.00	\$46,800.00		\$0.00		\$0.00	648	\$46,656.00		\$0.00	648	\$46,656.00
	50 L.F.	\$40.00	\$2,000.00		\$0.00		\$0.00	403	\$16,120.00		\$0.00	403	\$16,120.00
	3 E	\$250.00	\$750.00		\$0.00		\$0.00	1	\$250.00		\$0.00		\$250.00
•	332 L.F.	\$35.00	\$11,620.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
_	1 L.S.	\$12,000.00	\$12,000.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
50. Storm Sewer Clean and Televise	1 L.S.	\$4,500.00	\$4,500.00		\$0.00		\$0.00	Н	\$4,500.00		\$0.00	7-1	\$4,500.00
<ol><li>Storm Sewer Trench Compaction and Certification (50 Tests)</li></ol>	1 L.S.	\$3,255.00	\$3,255.00		\$0.00		\$0.00	ᠬ	\$3,255.00		\$0.00	۲۰۰۱	\$3,255.00
												•	
SUB-TOTAL (Items 34. through 51., Inclusive)			\$469,510.00		\$0.00		\$44,030.00		\$422,319.50		\$0.00		\$466,349.50
WATER MAIN													
		Bid Quantities	ties	Cert-Pay 01		Cert-Pay 02	y 02	Cert-Pay 03	ay 03	Cert-Pay 04	4	Completed To Date	i To Date
۶l	Qty Unit	Unit Price	Total	Qty Total	_	Qty	Total	Otty	Total	Δţ	Total	ĝ	Total
	1 L.S.	\$2,500.00	\$2,500.00	0.5 \$1	\$1,250.00		\$0.00	0.5	\$1,250.00		\$0.00	1.0	\$2,500.00
		\$30,000.00	\$30,000.00	••	\$9,000.00		\$0.00	0.7	\$21,000.00		\$0.00	1.0	\$30,000.00
	_	\$12,000,00	\$12,000.00		\$0.00		\$0.00	П	\$12,000.00		\$0.00	н	\$12,000.00
55. Tree Removal	32 Ea.	\$525.00	\$16,800.00	35 \$18	\$18,375.00		\$0.00		\$0.00		\$0.00	35	\$18,375.00
SUB-TOTAL (Items 52, through 55., Indusive)			\$61,300.00	\$28	\$28,625.00		\$0.00		\$34,250.00		\$0.00		\$62,875.00
TOTAl (feame 1 through 55 Inclusive)			101 000 00	0404			02 550 2004		000000		00.04		0.00
ייי וסוגד (וגפווא די מווסמפון אין וונימאוגב)		76	00.868,161,14	8475	5248,804.00		05//6/95/		\$623,358.00		\$0.00		51,169,139.50
		alamo	Completed to Date:	8765	00 000 800		\$306.077.50		CC32 2E0 00		00 00		61 160 120 50
		adillo.	Retainage:	0#2¢	\$12,440.20		\$178,027		\$2,536.00		20.00		00'55,159.10
			Subtotal:	\$236	\$236,363.80		\$282,128.62		\$620,849.63		\$0.00		\$1,169,139.50
													\$1,139,342.05
													429,191.45

McMahon Associates, Inc.

1445 McMahon Drive P.O. Box 1025 Neenah, WI 54956

Neenah, WI 54957-1025

APPLICATION FOR **PAYMENT** 

Telephone: (920)751-4200 (920) 751-4284 PROJECT: (Owner) SUNSET DRIVE SANITARY, WATER & STORM SEWER RECONSTRUCTION Village of Kimberly Jossart Brothers, Inc. CONTRACTOR K0001-09-22-00637.02 Contract No. Project No. K0001-09-22-00637.02 4 - FINAL Application No. 3/1/2024 **Application Date** 7/29/2023 Period From To 3/1/2024 Application Is Made For Payment In Connection With The Above Contract. The following documents are attached: X Schedule Of Values X Schedule Of Unit Prices ☐ Inventory Of Stored Materials The Present Status Of The Account For This Contract Is As Follows: Original Contract Completed To Date \$ 1,169,139,50 Retainage\_\_ 0 % Net Change Orders Current Contract Amount \$ 1,191,898,0 Subtotal 1,169,139,50 \$ 1,139,342.05 **Previous Applications** Amount Due This Application: \$ 29,797.45 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. March 1 20 <u>24</u> By Jesse Jossart, VP/Secretary Iname & title) COUNTY OF STATE OF 1 day of March 20 24 personally appeared Jesse Jossart known to me, who being duly sworn, did depose and say that he is the VP/Secretary of the Contractor above mentional; (title) executed the above Application For Payment and statement on behalf of said Contra

My Commission Expires: April 12, 2027

statements contained therein are true, correct and complete.

# McMAHON ENGINEERS VARIETIES

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

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

# CERTIFICATE FOR PAYMENT

IAA	(720)731-4204	1	
(Owner) Village of Kimberly		Contract No. Project File No. Certificate No. Issue Date: Project:	K0001-09-22-00637.02  K0001-09-22-00637.02  4 - FINAL  3/1/2024  SUNSET DRIVE SANITARY, WATER & STORM SEWER RECONSTRUCTION  April 12, 2023  (Date Of Contract Agreement)
This Is To Certify That, In Accordance With	n The Contract Do	cuments Dated:	(Date Of Contract Agreement)
(Contractor)  Jossart Brothers, Inc. 1682 Swan Road De Pere, WI 54115			
Is Entitled To (Partial) (Final) Payment For  Contractor's Application  Itemized Cost Break	ation For Paymen		ate Noted On Application For Payment)
Net Change Orders	\$ \$ \$ \$ \$ \$ \$	Reta Subte Previ	ously Certified \$ 1,139,342.05
		Amount Due  Certified By:  McMahon Assoc  Neenah, Wiscon	
		(Authorized Sig	gnature) Jesse Jossart, VP/Secretary

8	CONTRACTOR'S REQUEST FOR PAYMENT									8	EQUEST	REQUEST NUMBER:	R: 4
PR	PROJECT NAME: Village of Kimberly - Sunset Drive Sanitary Sewer,	Water &	Storm Sew	Storm Sewer Reconstruction	uction				Co	ntract N	o. K0001	Contract No. K0001-09-22-00637.02	37.02
ITEM	DESCRIPTION	SCHEDULED	UNIT	SCHEDULED	Č	Work Co	Work Completed		Stored Material	laterial	Total C	Total Completed and Stored to Date	pu
Š.		QTY Unit	PRICE	Amount	QTY	Frevious Request	QTY	rnis request	arv	AMT	QTY	Amount	Į.
SAN	SANITARY SEWER												
_	Mobilization	1 L.S.	\$ 5,000.00	\$ 5,000.00	1.0		S		69	r	$\dashv$		5,000.00
7	8 Inch SDR 35 PVC Sanitary Sewer	1830 L.F.		-		-	69		69	'	_		131,184.00
က	4 Inch Sanitary Lateral - Excavated	812 L.F.	_	٩		ا"	65)	1	€9 (	'	$\dashv$	9	67,002.00
4	4 inch HDPE DR 17 Sanitary Lateral - Pipe Burst	1512 L.F.		ŀ	_		<i>y</i> = 6	'	<i>s</i> 6	1	_		3,633.00
o (	4" x 8" Wye Connection Including Riser	26 Ea.	\$ 250.00	\$ 35,500.00	25.0	\$ 6,250.00 \$ 37,958,50	A) G		A 65	, ,	85.3		37 958 50
\ \ \	48 inch Sanitary Drop Manhole #46-802	1 L.S.	9		-		, 6,	'	69		+-		6,000.00
∞	Manhole Casting		1		_		63		မ	ı	9.0		6,750.00
6		1 L.S.	w.					1	63	1	1		3,000.00
2 2	Post-Construction Lateral Televising Sanitary Sewer Trench Compaction and Certification (50 Tests)	26 Ea.	\$ 200.00	\$ 5,200.00	25.0	\$ 5,000.00	es es		so so	1 1	25.0 \$		5,000.00
	SANITARY SEWER Subtotal:		11	77		12			69	-	1-	2	279,427.50
REC	RECONNECTION WORK ON PRIVATE PROPERTY												
12	Outside Spot Excavation	1 Ea.	\$ 525.00	\$ 525.00		- S	97	- 1	ક્ર	_	0.0		-
13	$\overline{}$	1 Ea.				- 8	67	-	ક	,	0.0		'
14		26 Ea.	-	\$ 49,400.00		\$ 24,700.00	09	1	69	1			24,700.00
15	4 Inch Furnco Connection	26 Ea.	\$ 420.00	10,	_	19	69	-	69	1	26.0 \$	10	10,920.00
16	4 Inch Bend	26 Ea.				\$ 588.00		1	φ.	-	_		588.00
17		26 Ea.		4,	_	4			69 6	1	+	1,1	1,260.00
9		26 Ea.	\$ 10.50		_				<i>y</i> 6	,	+		84.00
5		700 Ea.						0 44	ρU	-	0.07	6	733100
₹	Kedi-Creie Floor Kestoration	מאם ממו	00.10	\$ 5,130.00 \$ 72.539.00	P.	40.355.50			<i>y</i> :		╢		40 355 50
	١			1		ı			_	1			2
MA S	WAIEK MAIN	411.0	8 800000	8 500000	7	\$ 5000 00		,	6		10		5 000 00
3 6	Widdlization Temporary Water Service	3			_			,	ေ	,	T		7,500.00
1 8	_	1830 L.F.	1	17	4-	17			69	1	1,797.0		174,309.00
25	7	65 L.F.			67.0	\$ 6,030.00		-	မှာ	ı	67.0	\$ 6,0	6,030.00
22		8 Ea.	\$ 2,950.00	\$ 23,600.00		İ		40	ક્ક	ı	_	į	23,600.00
78		5 Ea.	\$ 5,700.00	"	4	\$ 28,500.00			€ 6	1		\$ 28,5	28,500.00
27	_	3 Ea.	_	- 1	7.0	00.007			Α 6		2. 6		00.007
8 8	1 Inch Water Service - Pulled or Bored	340 L.r.	\$ 30.00	\$ 10,200.00	769.0	\$ 51.503.00			9 65				51 523 00
8 6		26 Ea.	"		-	\$ 13,750.00			63	,	+-		13,750.00
જ	1	30 L.F.			31.0			-	မာ	,	31.0		2,170.00
83	2 Inch Service Set	1 Ea	ΙI	\$ 1,500.00				40	<b>Б</b>	1		£3.	1,500.00
88			\$ 5,500.00	\$ 5,500.00	1.0	\$ 5,500.00		es e	<b>.</b>	-	0.1	68	5,500.00
				\$ 509,270.UL		1			Ð	'			102.00
STO	STORM SEWER		١	- 1	ŀ	١	-		6	ľ	┞	ĺ	020
34		75 V.F.	\$ 420.00	\$ 31,500.00					ρe	1	+		42 400 50
33		10 V.F.		\$ 6,650.00	20.3	\$ 13,499.50 \$ 24.746.00		6 4	9 6	1	26.05	92.7	27 746 00
3 8	6 Foot Diameter Storm Manhole	- C	550.00	\$ 550000		\$ 5.500 00			69	1	+-		5,500.00
ñ %		12 Ea.	(c)	4	_	14			co.	,	$\vdash$	1	45,000.00
8		1 L.S.	12		1.0			· S	↔	ı	-		12,500.00
8		223 L.F.				\$ 100,575.00			↔ (	1		\$ 100,5	100,575.00
4		930 L.F.	\$ 125.00	\$ 116,250.00	-	\$ 115,500.00		ا	A 6		332.U		10,300.00
4	124 Inch Siorm Sewer	430 L.F.	00.col	\$ 45,150.00	433.U	ļ			<u>-</u>		2.5		20,00

ၓ	CONTRACTOR'S REQUEST FOR PAYMENT										2	QUES	REQUEST NUMBER: 4	4
ď	PROJECT NAME: Village of Kimberly - Sunset Drive Sanifary Sewer,		Storm Sew	Water & Storm Sewer Reconstruction	uction					Cont	ract No	. K0001	Contract No. K0001-09-22-00637.02	7.02
		da ilimaniso		1			Work Completed	pleted		Stored Material	jorio	Total C	Total Completed and	-0
HEM C	M DESCRIPTION	SCHEDULEU	JUNIO JUNIO	SCHEDULED	Prev	Previous Request	nest	This	This Request	Stored Ma	rei iai	Sto	Stored to Date	
<u></u>		QTY Unit	1000		QTY	Amo	Amount	QTY	Amount	QTY AMT	П	QTY	Amount	
43	21 Inch Storm Sewer	110 L.F.	\$ 105.00	\$ 11,550.00	80.0	\$	8,400.00	↔	-	\$	-	80.0	\$ 8,400.00	0.00
4	1	65 L.F.	\$ 77.00	\$ 5,005.00	35.0	8	2,695.00	S	ı	ક	1	35.0	\$ 2,695.00	5.00
55	$\overline{}$	650 L.F.	\$ 72.00	\$ 46,800.00	648.0	\$ 46	46,656.00	S	,	ક્ર	-	648.0	\$ 46,656.00	6.00
46	1	50 L.F.	\$ 40.00	\$ 2,000.00	403.0	\$ 16	16,120.00	69	٦	49		403.0	\$ 16,120.00	0.00
47	1	3 Ea.	\$ 250.00	\$ 750.00	1.0	↔	250.00	\$	1	69	-	1.0	\$ 25	250.00
84	1	332 L.F.	\$ 35.00	\$ 11,620.00		€	-	8	1	છ	ı	0.0	<sub>G</sub>	1
9	Internal Fiberglass Spot Repair on 21 Inch Storm Outfall	1 L.S.	\$ 12,000.00	\$ 12,000.00		क	,	\$	-	₩	-	0.0	\$	1
20	Storm Sewer Clean and Televise	1 L.S.	\$ 4,500.00	\$ 4,500.00	1.0	\$	4,500.00	<del>\$9</del>	-	₩	,			4,500.00
20	1	1 L.S.	\$ 3,255.00	\$ 3,255.00	1.0		3,255.00	\$	1	\$		1.0	\$ 3,255.00	5.00
	11			\$ 469,510.00		\$ 466	466,349.50	\$	-	\$	-		\$ 466,349.50	9.50
MIS	MISCELLANEOUS													*********
23	Erosion Control - Inlet Protection and Maintenance	1 L.S.	\$ 2,500.00	\$ 2,500.00	1.0	\$	2,500.00	S	1	S	-	1.0	\$ 2,50	2,500.00
53	7	1 L.S.	\$ 30,000.00	\$ 30,000.00	1.0	ж 8	30,000,00	8	1	67	ī	1.0	\$ 30,000.00	0.00
8		1 L.S.	\$ 12,000.00	\$ 12,000.00	1.0	\$ 12	12,000.00	\$	1	ક્ર			\$ 12,000.00	0.00
55		32 Ea.	\$ 525.00	\$ 16,800.00	35.0	\$ 18	18,375.00	₩.	3	69	1	35.0		5.00
<u></u>	MISCELL ANEOUS Subtotal:			\$ 61,300.00		29 \$	62,875.00	-	1	\$	-		\$ 62,875.00	5.00
<u>L</u>		TOTALS	ક્ર	1,191,898.00	\$	1,169,139.50	-	\$	1	\$	-	\$	1,169,139.50	.50
L		-				Less Re	Less Retainage	2.5%	( Up to 50'	(Up to 50% of Contract AMT)		63		-
					t					TO	TOTAL:	ş	1,169,139.50	.50
_				,					Amount	Amount Previously Paid:		63	1,139,342.05	.05
							₹	nount	Amount Due This Request:	s Reque	st:	<del>G</del>	29,797.45	45



# Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Certificate of Payment #1 to Donald Hietpas & Sons, Inc., for
2024 Linda Street Sanitary Sewer Mainline Relay in the amount
of \$121,161.42
REPORT PREPARED BY: Greg Ulman, Director of Public Works/Zoning Administrator
REPORT DATE: April 1, 2024
ADMINISTRATOR'S REVIEW / COMMENTS:
No additional comments to this reportMEM
See additional comments attached
<b>EXPLANATION:</b> Certificate for payment #1 issued for \$121,161.42 for work performed through March 20 <sup>th</sup> , 2024, for the project.
See attached certificate for Payment #1
Engineer Werner will discuss and address questions from the Board.
<b>RECOMMENDED ACTION</b> : Staff recommends approval of Certificate of Payment #1 to Donald Hietpas & Sons, Inc., for 2024 Linda St. Sanitary Mainline Relay in the amount of \$121,161.42.
Attachments: 1. 2024 Linda St. Sanitary Sewer Mainline Relay Pay Request #1



March 26, 2024

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

Re:

Village of Kimberly

Linda Street Sanitary Sewer Mainline Relay

Certificate for Payment #1 McM. No. K0001-09-24-00112

Enclosed herewith is Certificate for Payment #1 for the above referenced project. This Certificate is issued to Donald Hietpas & Sons, Inc. in the amount of \$121,161.42 for partial payment for work performed through March 20, 2024.

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

Respectfully,

McMahon Associates, Inc.

Brad D. Werner, P.E.

Vice President / Sr Municipal Engineer

BDW:car

cc:

Donald Hietpas & Sons, Inc.

Enclosure:

Certificate for Payment #1





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.
Project File No.
Certificate No.
Issue Date:
Project:

K0001-09-24-00112
K0001-09-24-00112
One (1)
March 26, 2024
Village of Kimberly Linda Street
Sanitary Sewer Mainline Relay

This Is To Certify	That, In Accordance With The Contract Documents Dated	:
11 113 13 10 001111)	man, in Accordance min me comments barea	. •

February 21, 2024

DONALD HIETPAS & SONS, INC. 1450 E. North Avenue PO Box 166 Little Chute, WI 54140

Is Entitled To Partial Payment For Work Performed Through:

March 20, 2024

- □ Contractor's Application for Payment Attached
- ▼ Itemized Cost Breakdown Attached
   Temized Cost Breakd

Original Contract	\$155,973.00	Completed To Date	\$125,060.75
Net Change Orders	\$0.00	Retainage 2.5%*	\$3,899.33
Current Contract Amount	\$155,973.00	Subtotal	\$121,161.42
	<del>.</del>	Previously Certified	\$0.00

\*2.5% Current Contract Amount

Amount Due This Payment: \$121,161.42

Please process and forward payment to Donald Hietpas & Sons, Inc.

Certified By:

McMAHON ASSOCIATES, INC.

Neenah, Wisconsin

Brad D. Werner, P.E.

Vice President / Sr Municipal Engineer

Ulnu

# **CERTIFICATE FOR PAYMENT**

VILLAGE OF KIMBERLY

Linda Street Sanitary Sewer Mainline Relay

Contract No. K0001-09-24-00112

Engineer: McMAHON ASSOCIATES, INC.

1445 McMahon Drive

PO Box 1025

Neenah, WI 54956 / 54957-1025

DONALD HIETPAS & SONS, INC.

1450 E. North Avenue

PO Box 166

Little Chute, WI 54140

			BID QUANTITIES	NTITIES	CERT-PAY	/MENT 01	COMPLET	ED TO DATE
m Description	Qty	Unit	Unit Price	Total	QtA	Total	Qty	Total
Mobilization / Bonding / Traffic Control	1	L.S.	\$5,000.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
8 Inch Sanitary Sewer	1,100	L.F.	\$72.00	\$79,200.00	1100.00	\$79,200.00	1100.00	\$79,200.00
Sanitary Manhole Complete	ന	Ea.	\$5,550.00	\$16,650.00	3.00	\$16,650.00	3.00	\$16,650.00
Sanitary Lateral Reconnection	26	Ea.	\$400.00	\$10,400.00	26.00	\$10,400.00	26.00	\$10,400.00
Final Cleaning and Televising of the Mainline Sanitary Sewer	1	L.S.	\$1,375.00	\$1,375.00	0.00	\$0.00	0.00	80.00
Sanitary Lateral Post Construction Televising	26	Ea.	\$98.00	\$2,548.00	0.00	\$0.00	0.00	\$0.00
Concrete Removal and Trench Restoration	П	L.S.	\$40,500.00	\$40,500.00	0.34	\$13,810.75	0.34	\$13,810.75
Calcium Chloride Application of Gravel Trench	1	Ea.	\$300.00	\$300.00	0.00	\$0.00	00.00	\$0.00
TOTAL (Items 1. through 8., Inclusive)				\$155,973.00	:	\$125,060.75		\$125,060.75

\$121,161.42		Amount Due This Application:
\$0.00		Previous Application:
\$121,161.42	\$121,161.42	Subtotal:
\$3,899.33	\$3,899.33	Retainage:
\$125,060.75	\$125,060.75	Completed to Date:

1445 McMahon Drive P.O. Box 1025 Neenah, WI 54956 Neenah, WI 54

Neenah, WI 54957-1025

**APPLICATION** FOR PAYMENT

(Notary Public)

Telephone: FAX:

(920)751-4200 (920)751-4284

VILLAGE OF KIMBERLY 515 WEST KIMBERLY AVE.	det-Wood-drawn as a constant of the constant o	op. vodaljynje veor	PROJECT:	2024 LINDA RELAY	A STREET SANITARY
KIMBERLY, WIS. 54136			CONTRACTOR		IETPAS & SONS INC
·			Contract No.	K0001-09-24	4-00112
			Project No.	K0001-09-24	1-00112
			Application No.	ESTIMATE	# 1
			Application Date	3/20/2024	
			Period From	3/1/2024	To 3/20/2024
Application Is Made For Paymer The following documents are at Schedule Of Values Schedule Of Unit Pric	tached: ces Materials				
The Present Status Of The Accou	nt For This Contro	act Is As	Follows:		
Original Contract	\$ 155,973.00	)	Comple	ted To Date	\$ 125,060.75
Net Change Orders	\$		Retaina	ge 2.5 <u>%</u>	\$3,126.52
Current Contract Amount	\$ 155,973.00	)	Subtota		\$ 121,934.23
					\$0
			Previous	Applications	ΦΟ
			Amount Due This		\$ 121,934.33
The undersigned Contractor her from the Owner, on account of undersigned to discharge in full Applications For Payment under inclusive; and 2) All materials a Application For Payment are free Dated 3/20/2024	work performed all obligations of ar said contract and equipment in	d under f the und , being ncorpord	Amount Due This Amount Due This Amount Due This Amount Due This Amount of Parising P	Application:  Il previous proto above, ho connection wiment numbers of the	\$ 121,934.33  gress payments received the been applied by the standard by prior and 1 throughed in or covered by this trances.
from the Owner, on account of undersigned to discharge in full Applications For Payment unde inclusive; and 2) All materials a Application For Payment are free	work performed all obligations of or said contract and equipment in and clear of al	d under f the und , being ncorpord	Amount Due This Amount Due This Amount Due This Amount Due This Amount of Paying The Contract referred dersigned incurred in Capplications For Payinted in said project of alms, security interests	Application:  If previous proto above, ho connection will ment number otherwise list and encumbing the content of the content	\$ 121,934,33  gress payments received the been applied by the theory covered by priored 1 throughed in or covered by this rances.
from the Owner, on account of undersigned to discharge in full Applications For Payment unde inclusive; and 2) All materials at Application For Payment are free Dated 3/20/2024	work performed all obligations of or said contract and equipment in and clear of al	d under f the und , being ncorpord	Amount Due This Amount Due This Amount Due This Amount Due This Amount of Paying The Contract referred dersigned incurred in Capplications For Payinted in said project of alms, security interests	Application:  Il previous proto above, ho connection wiment numbers of the	\$ 121,934.33  gress payments received by been applied by the theorem of the work covered by priored 1 through ed in or covered by this rances.
from the Owner, on account of undersigned to discharge in full Applications For Payment unde inclusive; and 2) All materials a Application For Payment are free	work performed all obligations of or said contract and equipment in and clear of al 20 <u>24</u>	d under f the und , being ncorpord Il liens, cl	Amount Due This Amount Due This Amount Due This Amount Due This Amount of Paying The Contract referred dersigned incurred in Capplications For Payinted in said project of alms, security interests	Application:  Il previous proto above, ho connection winder number of the the transfer of the	gress payments received by been applied by the through ed in or covered by this rances.
from the Owner, on account of undersigned to discharge in full Applications For Payment under inclusive; and 2) All materials a Application For Payment are free Dated 3/20/2024  COUNTY OF STATE OF  Before me on this 20 day known in the country of	work performed all obligations of march	d under f the under f, being ncorporo Il liens, cl	Amount Due This Amount of the contract referred dersigned incurred in Applications For Pays at each of the contract of the Applications For Pays at each of the Contract of th	Application:  Il previous proto above, ho connection will ment number of therwise list and encumbing and encumbing the contractor of the c	gress payments received by been applied by the standard by prior and in or covered by this rances.  The standard by the standard by this rances.  The standard by the standard by this rances.
from the Owner, on account of undersigned to discharge in full Applications For Payment unde inclusive; and 2) All materials at Application For Payment are free Dated 3/20/2024  COUNTY OF STATE OF  Before me on this 20 day	work performed all obligations of march	d under f the under f, being ncorporo Il liens, cl	Amount Due This Amount Due This Amount Due This Amount Due This Amount of perjury, that (1 Amount of the contract referred dersigned incurred in Applications For Payrated in said project or aims, security interests  DONALD HIETPAS & Communication of the personally appeared to the personally appeared to the personal of the personal o	Application:  Il previous proto above, ho connection will ment number of therwise list and encumbing and encumbing the contractor of the c	gress payments received the been applied by the standard point of through ed in or covered by this rances.  The standard point of the beautiful particular point of the beautiful particular particula

REQUEST FOR PAYMENT 3/20/2024	T 3/20/2024	_							
ESTIMATE # 1 CONTRAC	ESTIMATE # 1 CONTRACT NO. K0001-09-24-00112								
PROJECT NAME: 2024 S.	PROJECT NAME: 2024 SANITARY RECONSTRUCTION LINDA STREET	Ŧ							
		SCHEDULED		PREVIOUS REQUEST	UEST	THIS REQUEST		TOTAL COMPLETED TO DATE	TED TO DATE
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT PRICE	QUANTITY	AMOUNT	QUANTITY	AMOUNT	YTINAUD	AMOUNT
Н	MOBILAZATION/TRAFFIC CONTROL	1	\$ 5,000.00	0	\$	~	\$ 5,000.00	н	\$ 5,000.00
2	8" SANITARY SEWER	1100	\$ 72.00	0	\$	1100	\$ 79,200.00	1100	\$ 79,200.00
6	SANITARY MANHOLES COMPLETE	33	\$ 5,550.00	0	· \$	m	\$ 15,650.00	m	\$ 15,650.00
4	LATERAL RECONNECTION	25	\$ 400.00	0		26	\$ 10,400,00	97	\$ 10,400.00
5	CLEAN & TV SANITARY WAIN	1	\$ 1,375.00	0	\$	0	, \$	0	-
ę.	SAN . LATERAL POST CONSTRUCTION	26	00'86 \$	0	,	0		0	-
7	CONCRETE REMOVAL TRENCH REST.	1	\$ 40,500.00	0	\$	1	\$ 13,810.75	,-1	\$ 13,810.75
8	CALCIUM CHLORIDE APPLICATION	1	\$ 300.000	0	. \$	0	\$	0	\$
TOTAL					\$		\$ 125,060.75		\$ 125,060.75
RETAINED	2.50%								\$ 3,126,52
TOTAL DUE ESTIMATE#1									\$ 121,934.23
	7.00								



# Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Purchase Pressure Washer System from Hydroclean Equipment of the Pressure Washer W	ıent
Inc. in the amount of \$19,083.39.	
REPORT PREPARED BY: Greg Ulman - Director of Public Works/Zoning	
Administrator, Shaun Brill – Equipment Mechanic	
REPORT DATE: April 1, 2024	
ADMINISTRATOR'S REVIEW / COMMENTS:	
No additional comments attached MEM	
See additional comments attachedMEM	

### **EXPLANATION:**

The Village of Kimberly has gathered quotes for a new pressure washer system and installation for the new Street/Parks facility. We received three quotes from Hydroclean Equipment, Inc., Hotsy Cleaning Systems, and Green Bay Pressure Systems, LLC. The purpose of the pressure washer system is to clean our vehicles and tools in the shop bay, wash bay, equipment bay, and the parks bay. The specifications required from each company stated we receive stainless steel hose reels, 3/8" – 50" of hose on each reel, wands, wand holders, electrical control box stations at each location, and 208 volt 3-phase power.

Results and analysis from the three companies are as follows:

### Hydroclean Equipment, Inc. \$19,083.39

- Alkota 4201 pressure washer system
- Good warranty of coil
- Well-known brand good reputation
- Quoted everything we wanted
- Vendor has been extremely helpful and responsive to staff

### Hotsy Cleaning Systems \$21,917.45

- Hotsy 1453N pressure washer system
- Well-known brand good reputation
- Quoted everything we wanted
- Most expensive

## **Green Bay Pressure Systems \$12,445**

- Mi-T-M Heg Series pressure washer system
- Brand not well known to staff
- Incomplete quote missing key items from quote (hose, electrical control boxes, incorrect voltage)
- Vague description on quote
- Hard to get ahold of for clarification of missing quote

With Green Bay Pressure Systems not providing key expensive pieces to their quote staff would refrain from awarding the purchase to them. We would like to award the purchase to Hydroclean Equipment, Inc., because of the low cost as well as the good reputation their product brings us.

**Funding:** This item is in the approved 2024 CIP budget as Alkota 2,000 PSI Hot Pressure Washer with at budget of \$15,000 in the Street Building Trust Fund. This purchase would require use of an additional \$4,083.39 of Street Building Trust Fund funds.

See attached 2024 Street Building Trust Fund budget summary from Administrator Mahoney.

**RECOMMENDED ACTION**: Purchase pressure washer system with installation from Hydroclean Equipment Inc. for \$19,083.39.

### **ATTACHMENTS:**

- 1. Pressure Washer quotes
- 2. Alkota pressure washer information
- 3. Street Equipment Trust Fund budget summary



# **ESTIMATE**

Hydroclean Equipment, Inc. PO Box 58

12/16/2023

DATE

DUE ESTIMATE#

DePere WI 54115 US

1/15/2024 3709

**BILL TO** 

SHIP TO

Village of Kimberly 515 W. Kimberly Avenue Kimberly WI 54136

Village of Kimberly 515 W. Kimberly Avenue Kimberly WI 54136

DESCRIPTION	QTY	RATE	AMOUNT
Alkota 4201AEUL-NG			
4201AEUL, NG, 3.6 Gpm @ 2000 Psi, 14" coil, 10" stack, 230v, 1 Ph, 30A, 5 Hp stationary, belt driven tri-plex pump, high effiency electric motor, non-corrosive float tank, high pressure detergent application, trigger gun, electronic ignition & auto shutdown timer standard. Draft diverter included. 7 Year limited coil warranty	1.00	11,498.00	11,498.00
25% Machine Discount			
25% Machine Discount	1.00	-2,874.50	-2,874.50
Hour Meter Alkota			
Hour Meter on Stationary Alkota Machines, Factory Installed	1.00	247.00	247.00
25% Machine Discount			
25% Machine Discount	1.00	-61.75	-61.75
Misc			
5 HP, 1 Phase Upgrade to 6HP, 208V, 3 Phase	1.00	590.00	590.00
25% Machine Discount			
25% Machine Discount	1.00	-147.50	-147.50
Alkota REM-99006-SS			
Control Box Remote, Alkota, Toggle switch and on/off, Stainless Steel Box	4.00	698.00	2,792.00
25% Machine Discount			
25% Machine Discount	1.00	-698.00	-698.00
SCN746 40 20 40 5 I		,	
SSN716-19-20-10.5J  Hose Reel, Stainless Steel, 1/2" I.D. Hose, 3000PSI Max, 50ft Max, -32° F to +400 °F	4.00	1,433.75	5,735.00
	1.00	1,100.70	0,700.00
9922.0200  Reel Hose Hannay hose stop, 3/8 id hose	4.00	20.00	80.00
	4.00	20.00	00.00
Freight Charges Hass Rocks 20 Days Load time	1.00	250.00	250.00
Freight Charges - Hose Reels - 20 Days Lead time	1.00	250.00	250.00
R250Hose	4.00	110.00	574.00
Hose, 50' X 3/8" Double Braid, 6000 psi	4.00	142.82	571.28
25% Machine Discount			
25% Machine Discount	1.00	-142.82	-142.82
Wand48Complete			
Wand 48" Molded Complete	4.00	105.10	420.40



**ESTIMATE** 

1/15/2024

Hydroclean Equipment, Inc.

DATE

DUE ESTIMATE#

PO Box 58

12/16/2023

3709

DePere WI 54115 US

**BILL TO** 

SHIP TO

Village of Kimberly 515 W. Kimberly Avenue Kimberly WI 54136 Village of Kimberly 515 W. Kimberly Avenue Kimberly WI 54136

DESCRIPTION	QTY	RATE	AMOUNT
GunST1500 Gun, ST-1500, 5000 Psi @ 10 Gpm, 3/8" FPT inlet, 1/4" FPT outlet.	4.00	46.40	
Wand48Molded Wand, 48" Molded Grip	4.00	38.00	
Plug38MPT Plug 3/8" MPT	4.00	8.30	
Coupler14FPT Coupler 1/4" FPT	4.00	12.40	
Coupler38FPT Coupler 3/8" FPT	4.00	12.40	49.60
Damper 10" Damper 10" Motorized 24V	1.00	490.96	490.96
25% Machine Discount 25% Machine Discount	1.00	-122.74	-122.74
HoseJumper 3 Hose, Jumper 3' - Hard Pipe to Hose Reels	4.00	37.49	149.95
25% Machine Discount 25% Machine Discount	1.00	-37.49	-37.49
Install, Soft  Soft Installation of stationary equipment. Hydroclean will connect to water, gas, and / or electric supply lines that are pre-placed within 5' of the intended location of the equipment. HVAC services, such as venting, cutting, hard plumbing or conduit installation is not included, unless otherwise noted. Initial startup and install troubleshooting is included.	3.00	98.00	294.00



# Village of Kimberly - New Shop -1453N

Kimberly, Village Of 426 W Kimberly Ave Kimberly, WI 54130

Customer Number: 12698

Purchase Order:

Reference: 20230406-152109736

Shawn Brill

sbrill@vekimberlywi.gev -19207887507

Quote created: April 6, 2023 Quote expires: Junc 30, 2024

Quote created by: Dave Burt Systems Conceltant dave@hotsysystems.com -19203621374

**Comments from Dave Burt** 

**Products & Services** 

Item & Description	SKU	Quantity	Unit Price	Total
1453N - 3000 PSI@4GPM, 7.5 HP, NG HOT HOTSY HIGH PRESSURE HOT WATER WASHER 4 GPM @ 3000 PSI, 7.5 HP 220 VOLT 1 PH, TRIPLEX CERAMIC PLUNGER PUMP WITH NEST TECHNOLOGY FOR LONG LIFE, AUTOMATIC BELT TENSIONER, NAT GAS FIRED WITH PILOTLESS IGNITION, PLC TO CONTROL AUTO START/STOP, MACHINE OVERRUN, AND COMPLETE SHUTDOWN, STATIONARY POWDER COATED FRAME, 50' DOUBLE WIRE HOSE, TRIGGER CONTROL, UL/ETL CERTIFIED	1453N	1	\$11,940.00	\$9,552.00 after 20% discount
87177280 DRAFT DIVERTER, 8" *USE 835526	87177280	1	\$162.00	\$162.00
89169890 REMOTE STATION, 1800/57/58	89169890	4	\$547.75	\$2,191.00
87552530 - POWER DAMPER, 8" POWER DAMPER, 8"	87552530	1	\$478.80	\$478.80
87498070 - Harness Harness	87498070	1	\$148.80	\$148.80
936647 - 48" SINGLE LANCE WAND *8725388 48" SINGLE LANCE WAND	936647	4	\$84.92	\$339.68
NP711BS - SS WAND HOLDER, 17" SS WAND HOLDER, 17"	NP711BS	4	\$82.92	\$331.68
707169 - 50' X 3/8" 2-W *89251850* 50' X 3/8" 2-W *87391930*	707169	3	\$180.36	\$541.08
707221 - PULSE HOSE, 24 X 3/8*89181960* PULSE HOSE, 24 X 3/8*89181960*	707221	4	\$35.82	\$143.28
HS45 - HOSE STOPS, RETRACTABLE HOSE STOPS, RETRACTABLE	HS45	4	\$35.00	\$140.00

Item & Description	SKU	Quantity	Unit Price	Total
SSN716-19-20-10 - SS HOSE REEL SSN716-19- 20-10.5 SS HOSE REEL SSN716-19-20-10.5	SSN716- 19-20-10	4	\$2,385.60	\$9,542.40
	One-time	subtotal	after S2.38	<b>\$23,570.72</b> 86.00 discount
	Municipal	Discount		(\$1,653.27)
		Tota	ı	\$21,917.45

### **Purchase terms**

# **Questions? Contact me**



Dave Burt Systems Concaltant dave@hotsysystems.com +19203621374

Hotsy Cleaning Systems Inc. 2799 Allied St Green Bay, WI 4304 USA

# Green Bay Pressure Systems, LLC

905 George St #193 De Pere, WI 54115 (920) 468-7123

# **Proposal**

Date	Estimate #
1/18/2024	497

Name / Address	
Village of Kimberly	
426 W Kimberly Ave Kimberly, WI 54136	
Killiocity, W1 54150	

			Terms	Quoted By
			Net 30	Brian Zablocki
Quantity	Product#	Description	Cost	Total
		HEG-2004-0E4G - MI-T-M NATURAL GAS, BELT DRIVE, HEG SERIES, 2000PSI, 4.2GPM, 6.0HP, 460 VOLT, 3 PHASE VENTILATION WILL BE REQUIRED ALSO WATER & ELECTRICITY NEED TO BE WITHIN 3'-6' OF MACHINE THIS PRICE INCLUDES INSTALL, LABOR & ALL MISCELLANEOUS MATERIALS  Plachvical boxcs?  Vand holders	7,585.00  — Incorrect Voltage — easked for 20807 P	7,585.00T
Prices Que	oted are good fo	or 60 days.	Subtotal	\$7,585.00
SIGNAT	URE		Sales Tax (0	).0%) <sub>\$0.00</sub>
25% Resto	ocking fee for re	eturned items.	Total	\$7,585.00

W/ Recls - \$ 12,445

# Green Bay Pressure Systems, LLC

905 George St #193 De Pere, WI 54115 (920) 468-7123

# **Proposal**

Date	Estimate #
1/18/2024	498

Name / Address	
Village of Kimberly	
426 W Kimberly Ave	
Kimberly, WI 54136	

			Terms	Quoted By
			Net 30	Brian Zablocki
Quantity	Product#	Description	Cost	Total
-4		HOSE REEL 2001'T FLAT SURFACE MOUNT NEW STYLE AXLE	<del>512.00-</del>	<del> 2,048.0</del> 0°
4		INSTALL HOSE REEL (PLUMBING NEEDS TO BE WITHIN 3'-6' OF HOSE REEL) INCLUDES LABOR & ALL MISCELLANEOUS MATERIALS TO INSTALL	115.00	460.00
Prices Qua	oted are good f	or 60 days.	Subtotal	\$2,508.00
SIGNATI	U <b>RE</b>		Sales Tax(	0.0%) \$0.00
25% Resto	ocking fee for r	eturned items.	Total	\$2,508.00

# Green Bay Pressure Systems, LLC

905 George St #193 De Pere, WI 54115 (920) 468-7123

Date	Estimate #
1/23/2024	499

Name / Address	
Village of Kimberly 426 W Kimberly Ave Kimberly, WI 54136	

		ı		
			Terms	Quoted By
			Net 30	Brian Zablocki
Quantity	Product #	Description	Cost	Total
4		MODEL S18-8H STAINLESS STEEL HOSE REEL 150'	1,100.00	4,400.00T
Prices Quoted are good for 60 days.			Subtotal	\$4,400.00
SIGNATURE			Sales Tax (0	).0%) <sub>\$0.00</sub>
25% Restocking fee for returned items.			Total	\$4,400.00

# **HOT WATER PRESSURE WASHER**

# **GAS FIRED SERIES**

NATURAL & LP GAS HOT WATER

# **APPLICATIONS**

- Food Processing
- Truck Washing
- Manufacturing
- Industrial Repair
- Automotive Repair
- Railroad Maintence
- In Plant Cleaning Systems



# WHY CHOOSE ALKOTA

There is no reason that machines need to be complicated to do their job.

Our team of engineers and product developers have been designing, building and improving high pressure cleaning systems since 1964. When you buy an Alkota pressure washer, you're buying quality and longevity. It is an investment in the future of your business.

At Alkota we believe that simplicity means quality.

Being American owned our machines are built with high quality materials the old-fashioned way, by hand. We design and assemble them right here in the heart of the USA, so that you know you're getting an American-built machine.





MODEL	2161D	3111D	3201D	3241D	3301D	4181D	4201D
GPM	2.1	3	3	3	3	4	3.6
PSI	1600	1100	2000	2400	3000	1800	2000
HP	2.3	2.3	4	5	6	5	5
Voltage	115V/ 1 PH/20 AMP	115V/ 1 PH/20 AMP	230 V/1 PH/20 AMP	230 V/1 PH/30 AMP			
BTU	180,000	300,000	300,000	300,000	300,000	300,000	300,000
Coil Size	14" Sch. 80	14" Sch. 80	14" Sch. 80	14" Sch. 80	14" Sch. 80	18" Sch. 80	14" Sch. 80
Gas Consumption	NG-180 CU.FT. / HR. LP-1.97 GPH	NG-700 CU.FT. / HR. LP-3.3 GPH	NG-300 CU.FT. / HR. LP-3.3 GPH				
Stack	10"	10"	10"	10"	10"	12"	10"
Weight	600	600	610	615	630	700	615
Dimensions	55" L x 26" W x 57" H	55" L x 26" W x 57" H	55" L x 26" W x 57" H	55" L x 26" W x 57" H	55" L x 26" W x 57" H	55" L x 26" W x 57" H	55" L x 26" W x 57" H
MODEL	4231D	4301D	5181D	5231D	5301D	5301D	5401D
GPM	3.7	4	5	5	5	5	5
PSI	2300	3000	1800	2300	3000	3000	4000
HP	6	8	6	8	10	10	15
Voltage	230 V/1 PH/30 AMP	230 V/1 PH/40 AMP	230 V/1 PH/30 AMP	230 V/1 PH/40 AMP	230 V/3 PH/30 AMP	230 V/1 PH/ 50 AMP	230 V/3 PH/40 AMP
BTU	300,000	300,000	415,000	415,000	415,000	415,000	415,000
Coil Size	18" Sch. 80	18" Sch. 80	18" Sch. 80	18" Sch. 80	18" Sch. 80	18" Sch. 80	18" Sch. 80
Gas Consumption	NG-300 CU.FT. / HR. LP-3.3 GPH	NG-300 CU.FT. / HR. LP-3.3 GPH	NG-415 CU.FT. / HR. LP-4.5 GPH				
Stack	12"	12"	12"	12"	12"	12"	12"
Weight	800	810	800	825	860	880	885
Dimensions	55" L x 26" W x 57" H	55" L x 26" W x 57" H	55" L x 26" W x 57" H	55" L x 26" W x 57" H	55" L x 26" W x 57" H	55" L x 26" W x 57" H	55" L x 26" W x 57" H
MODEL	7201D	6231D	5501D	7301D	8181D	8251D	8351D
GPM	7	6	5	7	8	8	8
PSI	2000	2500	5000	3000	1800	2500	3500
HP	10	10	20	15	10	15	20
Voltage	230 V/3 PH/30 AMP	230 V/3 PH/30 AMP	230 V/3 PH/50 AMP	230 V/3 PH/40 AMP	230 V/1 PH/50 AMP	230 V/3 PH/40 AMP	230 V/3 PH/50 AMP
BTU	620, 000	415,000	415,000	620, 000	415,000	620, 000	620, 000
Coil Size	24" Sch. 80	18" Sch. 80	18" Sch. 160	24" Sch. 80	18" Sch. 80	24" Sch. 80	24" Sch. 80
Gas Consumption	NG-620 CU.FT. / HR. LP-6.8 GPH	NG-415 CU.FT. / HR. LP-4.5 GPH	NG-415 CU.FT. / HR. LP-4.5 GPH	NG-620 CU.FT. / HR. LP-6.8 GPH	NG-415 CU.FT. / HR. LP-4.5 GPH	NG-620 CU.FT. / HR. LP-6.8 GPH	NG-620 CU.FT. / HR. LP-6.8 GPH
Stack	12"	12"	12"	12"	12"	12"	12"
Weight	860	860	960	1390	880	1385	1410
Dimensions	55" L x 26" W x57" H	55" L x 26" W x57" H	55" L x 26" W x 57" H	69" L x 31" W x 65" H	55" L x 26" W x 57" H	69" L x 31" W x 65" H	69" L x 31" W x 65" H

MODEL	10201D	10301D
GPM	10	10
PSI	2000	3000
HP	15	20
Voltage	230 V/3 PH/40 AMP	230 V/3 PH/50 AMP
ВТИ	750,000 NG/ 830,000 LP	750,000 NG/ 830,000 LP
Coil Size	30" Sch. 80	30" Sch. 80
Gas Consumption	NG-750 CU.FT. / HR. LP-8.2 GPH	NG-450 CU.FT. / HR. LP-8.2 GPH
Stack	12"	12"
Weight	1640	1710
Dimensions	69" L x 31" W x 65" H	69" L x 31" W x 65" H

#### **Standard Features**

- Natural Gas or LP or Oil Fired
- Belt-Drive triplex plunger pump
- Soft dampening system for long life of high pressure fittings, pump & coil
- 50 ft. hose, shut off gun and wand
- Schedule 80 Hydro Insulated Coil
- Stainless Steel Float Tank
- Electronic Ignition
- Draft Diverter
- Remote Ready
- Hour Meter
- Spray Nozzles 15°, 25° & 40°
- Adjustable Temp. Control
- Time Delay Shutdown

#### **Available Options**

- Steam Option
- Remote
- Soap Solenoid for Remote
- SS Coil Wrapper
- Digital Temperature Control
- 460V, 3 Phase
- Stainless Steel Frame
- Stainless Steel Coil
- Smart Timer Auto start/ stop with 20 sec. delay - UL Listed
- Modulating Burner
- Power Damper
- 575V 3Ø
- Wireless Remote
- **PLC Controls**



#### Alkota Cleaning Systems Inc.

Alcester, South Dakota 57001

For more information call:

(800) 255-6823 / (605) 934-2222 or Fax: (800) 325-5682 / (605) 934-1808 Web Access: www.alkota.com



#### © 2023 Alkota Cleaning Systems

Specifications subject to change without notice Printed in U.S.A. / Form #: ALK-GFS-1223

Distributed by:

STREET RI III DING I	RUST FUND SUMMARY				
STREET BOILDING I					
	Project Name	Project #	2024 Budget	2024 Actual	+/-
Previously Approved on		-			
3/18/24	Shop Lift (Stertil Koni Eco Lift)	SB-24-01	\$ 170,000.00	\$ 200,975.31	\$ (30,975.31)
For consideration on					
4/1/24 Village Board					
agenda:					
	Automotive Hoist (TLS 2 Post Automotive Lift)	SB-24-03	\$ 9,000.00	\$ 8,640.88	\$ 359.12
	Turf Rail Adapter	SB-24-04	\$ 4,000.00	\$ 4,045.00	\$ (45.00)
	Pressure Washer System (Alkota 2,000 PSI Hot Pressure Washer)	SB-24-05	\$ 15,000.00	\$ 19,083.39	\$ (4,083.39)
	Vehicle Undercarriage and Wheel Blaster Wash System (Mosmatic				
	Undercarriage Cleaner and Wheel Blaster	SB-24-06	\$ 27,000.00	\$ 31,083.58	\$ (4,083.58)
	Shop Crane (Harrington Crane)	SB-24-08	\$ 54,000.00	\$ 61,690.00	\$ (7,690.00)
			\$ 279,000.00	\$ 325,518.16	\$ (46,518.16)
	Estimated Street Building Trust Fund Balance 2024		\$ 383,000.00	\$ 325,518.16	\$ 57,481.84
	minimum fund balance required is \$20,000				
Approved on 12/11/22 fo	r purchase, to be paid in 2025 (will be reflected in 2025-2029 CIP)				
Approved on 12/11/23 10		SB-24-07	\$ 14,000.00	¢ 15 260 00	\$ (1,369.00)
	Waste Oil System	SD-24-U/		\$ 15,369.00	, , ,
	New Oil System		\$ -	\$ 24,565.00	\$ (24,565.00)



# Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Purchase Automotive Hoist and Installation from Midwest
Equipment Specialist in the amount of \$8,640.88
REPORT PREPARED BY: Greg Ulman - Director of Public Works/Zoning
Administrator, Shaun Brill – Equipment Mechanic
REPORT DATE: April 1, 2024
ADMINISTRATOR'S REVIEW / COMMENTS:
No additional comments to this report  See additional comments attached MEM
EVEL ANATION

#### **EXPLANATION:**

The Village of Kimberly has gathered quotes for an automotive hoist and installation for our new Street/Parks facility. This hoist will be in a fixed position in one of the shop bays and has the capacity to lift up to 12,000 lbs.

Results and analysis from the three companies are as follows:

Midwest Equipment Specialists \$8,640.88

- TLS 12k lbs 2-post lift
- Identical to Snap-on automotive lift
- Made with American and Canadian components
- Same company that is installing the heavy-duty ECO lift

EnergiTech (formerly US Petroleum Equipment) \$11,349.00

- Rotary SPO12-TA 12k lbs. 2-post lift
- Pay more for the Rotary name

#### Halron Lubricants \$13,270

- Rotary SPO12N10T5 12k lbs. 2-post lift
- Pay more for the Rotary name

The staff are very familiar with all styles of lifts quoted to us and are confident all styles of lifts will meet our expectations for our new shop. Staff recommend purchasing from Midwest Equipment Specialists because of the better price point they offer.

**Funding:** This item is in the approved 2024 CIP budget as TLS 2 Post Automotive Lift (SB-24-03) with a budget in the Street Building Trust fund of \$9,000. This purchase is \$359.12 under budget.

See attached 2024 Street Building Trust Fund budget summary from Administrator Mahoney.

**RECOMMENDED ACTION**: Purchase automotive hoist with installation from Midwest Equipment Specialists for \$8,640.88.

#### **ATTACHMENTS:**

- 1. Automotive Hoist quotes
- 2. Automotive Hoist brochure and model information
- 3. Street Equipment Trust Fund budget summary



#### PROPOSAL

Proposal Date: March 15, 2024

558 Carter Ct Kimberly, WI 54136

7120 Highland Dr Wausau, WI 54401 11225 W Mitchell St West Allis, WI 53214

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

Proposal Number: JW03152024

Proposal Expiration: 15 Days from proposal

date

Business Consultant: Jeff Wildenberg

Customer#

384251

**Proposal For** 

Shaun Brill

**Equipment Machanic** Village of Kimberly

426 W. Kimberly Ave

Kimberly, WI 54136

Site Address

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

Direct Phone: (920) 788-7507

**Mobil Phone:** 

Email: sbrill@vokimberlywi.gov

EnergiTech Services is pleased to provide a proposal to complete the following work:

Provide and install the following Rotary lift equipment:

#### **ROTARY 2 POST LIFT EQUIPMENT**

(1)SPO12-TA Rotary 2-post Symmetrical lift, 75-3/4" rise, 12,000 lb. capacity, Frame contact lift, stackable truck adapters, 3 stage arms on front & back, 208/230 volt single phase power, total height of 13' 8' Painted Blue

9,885.00

SPO12N10T5BL

Gallons of ATF (5)

\$

69.00

#### **TURF LIFT ATTACHMET FOR LIFT**

BH-7355-18 Turf tray front/rear amrs centers 106" (2)(4)BH-7355-17 Turf tray transition 5" to 4" to 3" x 34" (2)Crank Weldment

4,574.00 \$ 2,010.00 \$ 60.00

(4)BH-7356-12 Rubber tray insert Estimated freight from factory

\$ 148.00 350.00

#### **ROTARY CERTIFIED INSTALLATION**

 $\Diamond$ Install (1) New SPO12 - 2 post lift in open flat bay 1,395.00

#### Please Note:

Installation includes: 2 year parts warranty, delivery, set up, startup, training and warranty paperwork. Lift installation based on 4 1/2" -5" of concrete thickness in open flat bay. Electrical hookup is not included. Shims for an uneven

floor are not included.

Option: 5 Year parts warranty - Add \$210.00 per unit

SUBTOTAL FOR THE ABOVE PROPOSAL \$

18,491.00

APPLICABLE SALES TAX (T & WT)

**TOTAL FOR PROPOSAL \$** 

18,491.00

Attached terms and conditions apply.

3/15/2024

Page 1

#### PROPOSAL NOTES:

- Proposal based on working from 7:30am 4:00pm, Monday through Friday.
  If any installation or delivery delays are encountered due to unexpected site problems, a change order may be required to offset the labor cost.
- Owner/Electrician to verify correct operation of overhead cutoff switch when electric to lift is completed. Any damage due to overhead switch not functioning would be Owner/Electrician's responsibility.
- Price Increase. EnergiTech Services 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 EnergiTech Services for your service and equipment needs.

Page 2 3/15/2024



**PROPOSAL** 

DATE EXPIRATION ESTIMATE#

3/12/2024

4/11/2024

104964

**ORDERED BY** 

P.O. #

Midwest Equipment Specialists A Division of SLE Technologies, Inc. 4725 Farwell Street 608.838.8151 McFarland WI 53558

**BILL TO** 

Shaun Brill

Village of Kimberly 515 W. Kimberly Ave Kimberly WI 54136 USA SHIP TO

Shaun Brill

Village of Kimberly

426 W. Kimberly Ave.

920-788-7507

Kimberly WI 54136 USA

#### Scope of Work

New equipment proposal, new building.

ITEM	DESCRIPTION		QTY	RATE	AMOUNT
TLS212SRx1 S	ymmetric Red	12K 2 Post Symmetric Lift - Red	1.00	7,095.00	7,095.00
TR7000		Turf Rail Kit	1.00	3,795.00	3,795.00
Freight		Freight, turf rail	1.00	250.00	250.00
3200		AW32 Hydraulic Oil / gallon	4.00	33.97	135.88
Labor to install		Labor to install	1.00	1,410.00	1,410.00



**SUBTOTAL** DISCOUNT 12,685.88

**TOTAL USD** 

12,685.88

We impose a surcharge of 3.5% on the all transactions processed using a credit card. Please note this charge is for payment by credit/debit card only. You have the option to pay by check or cash without any additional fee.

Electrical hookup is not included. Requires 220 VAC 1 phase

Approved By	
Date of Acceptance	

#### HALRON LUBRICANTS INC.

#### **EQUIPMENT ESTIMATE**

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

Phone	Date
	3/14/2024

Quoted To:

VILLAGE OF KIMBERLY	VILLAGE OF KIMBERLY		
	TBD		
SHAUN BRILL	KIMBERLY, WI		

Job Name/Location:

JOB DESCRIPTION:

ATTN:

#### ESTIMATE ON ROTARY 12K LIFT

Item #'s Qty		Description	Unit Price	Extended Price
		ROTARY 2 POST LIFT		
SPO12N10T5	1	ROTARY 12,000LB SYMMETRICAL 2 POST WITH 3 STAGE ARMS,	\$11,950.00	\$11,950.00
		SINGLE PHASE POWER, AND STANDARD HEIGHT		
FJ6225	1	RA ADAPTER KIT	\$470.00	\$470.00
LABOR	1	LABOR TO INSTALL 2 POST	\$850.00	\$850.00
	lke an amazari			

Labor will be charged on a time and material basis at a rate of \$100.00/hour per man. \$13,270.00

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.

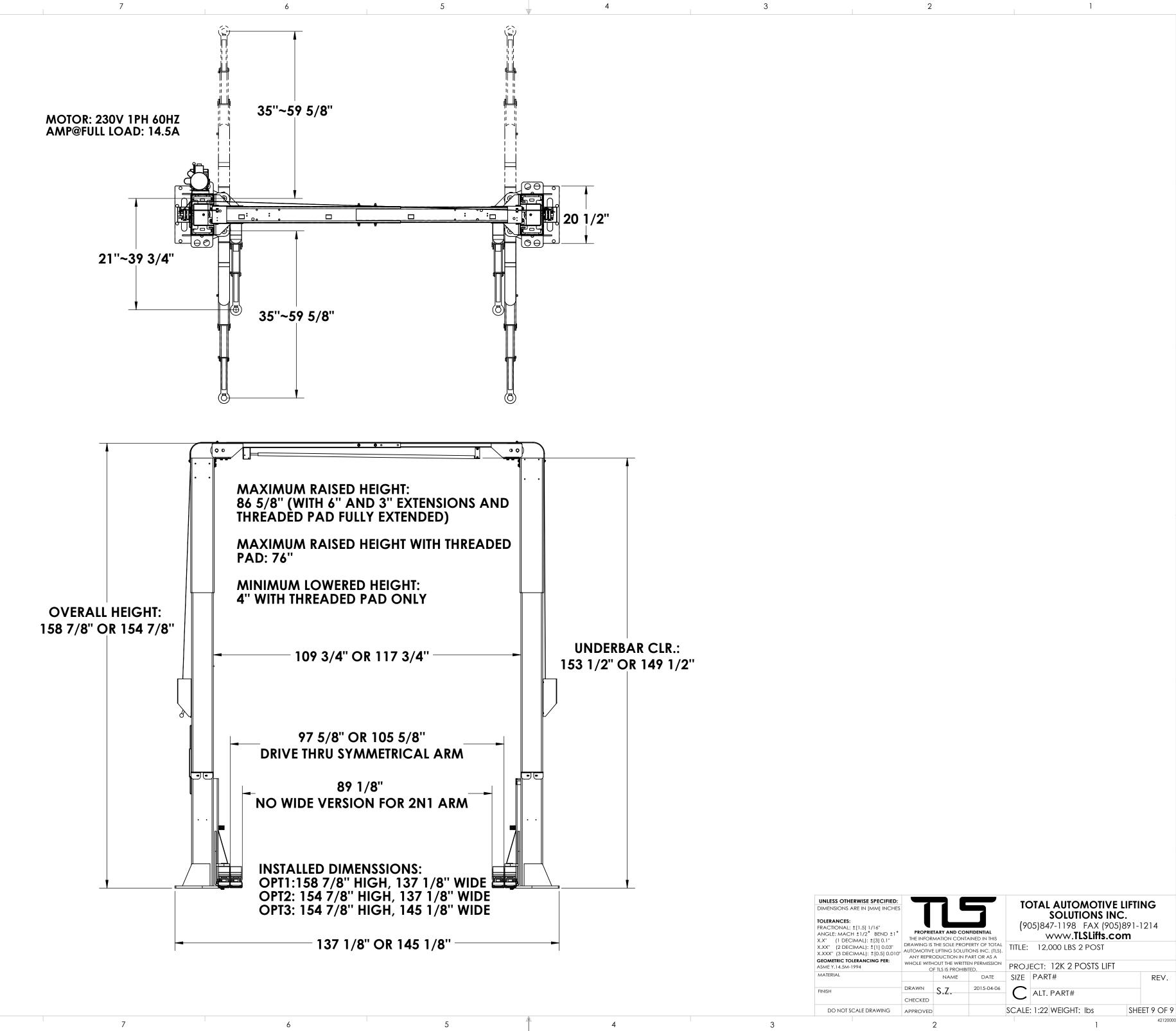
ESTIMATED
JOB COST:

\$13,270.00

Hoist

Accepted:

Date:





AUTOMOTIVE AND LIGHT TRUCK GENERAL SERVICE TLS LIFTS INCLUDE NORTH AMERICAN KEY COMPONENTS

COMMERCIAL GRADE AUTOMOTIVE SERVICE LIFTS

# 2 POST PREMIUM "FLEXMETRIC" STYLE 12,000 LB. / 5.5T CAPACITY

3 PIECE FRONT & REAR ARMS
OPTIONAL SYMMETRIC MODEL AVAILABLE





**CONTACT US** 

AUTHORIZED TLS DISTRIBUTORS LOCATED: FLORIDA,TEXAS, WISCONSIN, MISSOURI,VIRGINIA & ALABAMA

WWW.TLSLIFTS.COM OR CALL (877) - 799 - LIFT (5438)







**FEATURES** PREMIUM BAKE POWDER COAT FINISH STEEL PULLEYS & 3/8"/9.5MM IWRC 6 X 36 PRE-STRESSED CABLES MUTI PURPOSE FIELD ADJUSTABLE WIDTH AND HEIGHT REINFORCED CARRIAGE ARMS PIN HOLES REPLACEABLE PLATED GEAR STYLE ARM RESTRAINTS CARRIAGE MOUNTED RUBBER DOOR BUMPER GUARDS

SINGLE POINT RELEASE - CONTROLS CAN BE ON EITHER COLUMN

PREMIUM US MADE BUCHER POWER UNIT

70 1/2"/ 1791MM STROKE CYLINDERS

FIELD ADJUSTABLE HEIGHT SETTING

RUBBER POWER UNIT MOTOR MOUNTS

3 PIECE RETRACTABLE ARMS FRONT & REAR

#### FLEX-METRIC TLS212NRX1 SYMMETRIC TLS212SRX1

#### OUR GOAL IS TO BUILD LIFTS THAT LAST LONGER, PERFORM BETTER AND COST LESS TO OPERATE



3/8" / 9.5MM PRE-STRESSED **CABLES WITH 4 3/8" / 111MM** STEEL PULLEYS



AVAILABLE IN BOTH 2N1 OR ADJUSTABLE HEIGHT & WIDTH

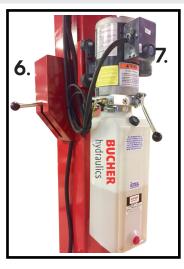


REINFORCED CARRIAGE ARM PIN SYMMERTRIC VERSION WITH FIELD HOLES - PLATED GEAR STYLE ARM CARRIAGE MOUNTED RUBBER



11" X 2" / 279 X 51MM

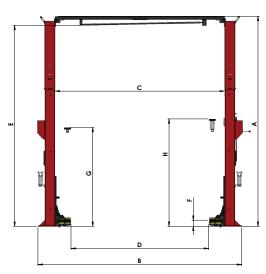
	RESTRAINTS	DOOR BUMPERS
	BEI	NEFITS
	PROTECTS AGAINST	STRUCTURAL CORROSION
1.	LAST LONGER WI	TH LESS MAINTENANCE
2.	MORE FLEXIBILITY & L	OWER INSTALLATION COSTS
3.	CARRIAGE & LIFT ARMS	LAST LONGER WITH LESS SAG
4.	LAST LONGER WITH L	OWER MAINTENANCE COST
5.	PROTECTS CUSTOMER	CARS FROM DOOR DAMAGE
6.	GREATER FLEXIBIL	ITY FOR THE OPERATOR
7.	LASTS LONGER WI	TH LESS MAINTENANCE
	LIFTS HIGHER FOR MORE	UNDER CAR WORKING HEIGHT
	LOWER INSTALLATIO	N COST MORE FLEXIBILITY
	MOTOR LASTS LON	GER AND RUNS QUIETER

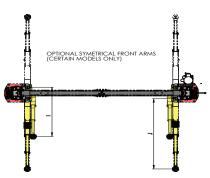


**ENERGY EFFICIENT PREMIUM** US MADE BUCHER 2HP / 1.5KW POWER UNIT TYPICALLY LASTS THE LIFE OF THE LIFT - SIN-GLE POINT LOCK RELEASE -**RUBBER MOTOR MOUNTS** 

#### **EQUIPMENT FOOTPRINT**

 $\bigoplus$ 





#### ADDITIONAL FEATURES

PROVIDES GREATER ACCESS TO APPROVED LIFT POINTS

	SPECIFICATIONS	FLEXMETRIC	SYMMETRIC STD.	SYMMETRIC WIDE
	CAPACITY	12,000 LBS. / 5.5T		12,000 LBS. / 5.5T
A	OVERALL HEIGHT (FIELD ADJUSTABLE)	158 7/8" / 4035 MM OR 154 7/8" / 3934 MM	158 7/8" / 4035 MM OR 154 7/8" / 3934 MM	154 7/8" / 3934 MM
В	OVERALL WIDTH (FIELD ADJUSTABLE)	137 1/8" / 3483 MM	137 1/8" / 3483 MM	145 1/8" / 3686 MM
С	WIDTH BETWEEN COLUMNS	109 3/4" / 2788 MM	109 3/4" / 2788MM	117 3/4" / 2991 MM
D	DRIVE THRU WIDTH	89 1/8" / 2264 MM	97 5/8" / 2480MM	105 5/8" / 2683 MM
E	UNDER BAR CLEAR- ANCE	153 1/2" / 3899 MM OR 149 1/2" / 3797 MM	153 1/2" / 3899 MM OR 149 1/2" / 3797 MM	149 1/2" / 3797 MM
F	HEIGHT TO LOWERED LIFT PAD	4" / 102 MM		4" / 102 MM
G	RAISED HEIGHT WITH STANDARD PAD	76" / 19	30 MM	76" / 1930 MM
н	RAISE HEIGHT WITH ADAPTERS	86 5/8" WITH 3" & 6" AD. 76 MM & 152 I	* * * * * * * * * * * * * * * * * * * *	86 5/8" WITH 3" & 6" ADAPTER / 2200 MM WITH 76 MM & 152 MM ADAPTER
1	FRONT ARM REACH	21" TO 39 3/4" / 533 MM TO 1010 MM	35" TO 59 5/8" / 889MM TO 1515MM	35" TO 59 5/8" / 889 MM TO 1515 MM
J	REAR ARM REACH	35" TO 59 5/8" / 8	89мм ТО 1515мм	35" TO 59 5/8" / 889MM TO 1515MM
	LIFTING TIME	75 SEC	CONDS	75 SECONDS
	STANDARD POWER REQUIREMENTS	230 VOLTS - 60 HZ - 1PH - 20 AMP		230 VOLTS - 60 HZ - 1PH - 20 AMP
	SHIPPING WEIGHT	2,300 L	BS./ 1T	2,300 LBS./ 1T
	MODEL NUMBER	TLS212NRX1	TLS212SRX1	TLS212SRX1

Disclaimer: TLS Inc. is constantly updating their products to maintain the highest possible standards of performance and safety. The specifications included in this brochure are only accurate at the time of printing and are subject to change

**CONTACT US** 

January 2021

AUTHORIZED TLS DISTRIBUTORS LOCATED: FLORIDA.TEXAS. WISCONSIN, MISSOURI, VIRGINIA & ALABAMA







STREET RI III DING 1	TRUST FUND SUMMARY				
STREET BOILDING	THOST I GIVE GOLILIAM				
	Project Name	Project #	2024 Budget	2024 Actual	+/-
Previously Approved on					
3/18/24	Shop Lift (Stertil Koni Eco Lift)	SB-24-01	\$ 170,000.00	\$ 200,975.31	\$ (30,975.31)
For consideration on					
4/1/24 Village Board					
agenda:					
	Automotive Hoist (TLS 2 Post Automotive Lift)	SB-24-03	\$ 9,000.00	\$ 8,640.88	\$ 359.12
	Turf Rail Adapter	SB-24-04	\$ 4,000.00	\$ 4,045.00	\$ (45.00)
	Pressure Washer System (Alkota 2,000 PSI Hot Pressure Washer)	SB-24-05	\$ 15,000.00	\$ 19,083.39	\$ (4,083.39)
	Vehicle Undercarriage and Wheel Blaster Wash System (Mosmatic				
	Undercarriage Cleaner and Wheel Blaster	SB-24-06	\$ 27,000.00	\$ 31,083.58	\$ (4,083.58)
	Shop Crane (Harrington Crane)	SB-24-08	\$ 54,000.00	\$ 61,690.00	\$ (7,690.00)
			\$279,000.00	\$ 325,518.16	\$ (46,518.16)
	Estimated Street Building Trust Fund Balance 2024		\$ 383,000.00	\$ 325,518.16	\$ 57,481.84
	minimum fund balance required is \$20,000				
Approved on 12/11/22 fo	by purchase, to be paid in 2025 (will be reflected in 2025, 2020 CID)				
Approved on 12/11/23 10	r purchase, to be paid in 2025 (will be reflected in 2025-2029 CIP)	SB-24-07	\$ 14,000.00	\$ 15,369.00	\$ (1,369.00)
	Waste Oil System	3D-24-U/			, , ,
	New Oil System		\$ -	\$ 24,565.00	\$ (24,565.00)



# Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Purchase Turf Lift Adapter from Midwest Equipment Speci	alists
in the amount of \$4,045.00.	
REPORT PREPARED BY: Greg Ulman - Director of Public Works/Zoning	
Administrator, Shaun Brill – Equipment Mechanic	
REPORT DATE: April 1, 2024	
ADMINISTRATOR'S REVIEW / COMMENTS:	
No additional comments to this report  See additional comments attachedMEM	

#### **EXPLANATION:**

The Village of Kimberly has gathered quotes for a turf lift adapter, which goes on the automotive lift to which creates the ability to lift riding lawnmowers and other small equipment. By using a turf lift adapter our staff can safely work on smaller equipment without the possibility of said equipment falling off the hoist. The staff gathered 3 quotes from reputable companies and results and analysis are as follows:

Midwest Equipment Specialists \$4,045.00

- Turf Rail TR7000
- Built in USA

EnergiTech (formerly US Petroleum Equipment) \$7,142.00

- BH-7355-18 Turf Lift Adapter
- More expensive

Halron Lubricants \$13,270

- Rotary SPO12N10T5 12k lbs. 2-post lift
- Did not have a turf lift adapter for lift, would sell us another 2-post lift

The staff are very familiar with all styles of turf lifts quoted to us and are confident all styles of adapters will meet our expectations for our new shop. Staff recommend purchasing from Midwest Equipment Specialists because of the better price point they offer.

**Funding:** This item is in the approved 2024 CIP budget as Turf Rail Adapter (SB-24-04) with a budget of \$4,000 in the Street Building Trust Fund. This purchase would required use of an additional \$45.00 of Street Building Trust Fund funds.

See attached 2024 Street Building Trust Fund budget summary from Administrator Mahoney.

**RECOMMENDED ACTION**: Purchase Turf Lift Adapter from Midwest Equipment Specialists for \$4,045.00.

#### **ATTACHMENTS:**

- 1. Turf Lift Adapter quotes
- 2. Turf Lift Adapter information
- 3. Street Equipment Trust Fund budget summary



#### PROPOSAL

Proposal Date: March 15, 2024

558 Carter Ct Kimberly, WI 54136

7120 Highland Dr Wausau, WI 54401 11225 W Mitchell St West Allis, WI 53214

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

Proposal Number: JW03152024

Proposal Expiration: 15 Days from proposal

date

Business Consultant: Jeff Wildenberg

Customer#

384251

**Proposal For** 

Shaun Brill

**Equipment Machanic** Village of Kimberly

426 W. Kimberly Ave

Kimberly, WI 54136

Site Address

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

Direct Phone: (920) 788-7507

**Mobil Phone:** 

Email: sbrill@vokimberlywi.gov

EnergiTech Services is pleased to provide a proposal to complete the following work:

Provide and install the following Rotary lift equipment:

#### **ROTARY 2 POST LIFT EQUIPMENT**

(1)SPO12-TA Rotary 2-post Symmetrical lift, 75-3/4" rise, 12,000 lb. capacity, Frame contact lift, stackable truck adapters, 3 stage arms on front & back, 208/230 volt single phase power, total height of 13' 8' Painted Blue

9,885.00

SPO12N10T5BL

Gallons of ATF (5)

\$

69.00

#### **TURF LIFT ATTACHMET FOR LIFT**

BH-7355-18 Turf tray front/rear amrs centers 106" (2)(4)BH-7355-17 Turf tray transition 5" to 4" to 3" x 34" (2)Crank Weldment

4,574.00 \$ 2,010.00 \$ 60.00

(4)BH-7356-12 Rubber tray insert Estimated freight from factory

\$ 148.00 350.00

#### **ROTARY CERTIFIED INSTALLATION**

 $\Diamond$ Install (1) New SPO12 - 2 post lift in open flat bay 1,395.00

#### Please Note:

Installation includes: 2 year parts warranty, delivery, set up, startup, training and warranty paperwork. Lift installation based on 4 1/2" -5" of concrete thickness in open flat bay. Electrical hookup is not included. Shims for an uneven

floor are not included.

Option: 5 Year parts warranty - Add \$210.00 per unit

SUBTOTAL FOR THE ABOVE PROPOSAL \$

18,491.00

APPLICABLE SALES TAX (T & WT)

**TOTAL FOR PROPOSAL \$** 

18,491.00

Attached terms and conditions apply.

3/15/2024

Page 1

#### PROPOSAL NOTES:

- Proposal based on working from 7:30am 4:00pm, Monday through Friday.
   If any installation or delivery delays are encountered due to unexpected site problems, a change order may be required to offset the labor cost.
- Owner/Electrician to verify correct operation of overhead cutoff switch when electric to lift is completed. Any damage due to overhead switch not functioning would be Owner/Electrician's responsibility.
- Price Increase. EnergiTech Services 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 EnergiTech Services for your service and equipment needs.

Page 2 3/15/2024



**PROPOSAL** 

DATE EXPIRATION ESTIMATE#

3/12/2024

4/11/2024

104964

**ORDERED BY** 

P.O. #

Midwest Equipment Specialists A Division of SLE Technologies, Inc. 4725 Farwell Street 608.838.8151 McFarland WI 53558

**BILL TO** 

Shaun Brill

Village of Kimberly 515 W. Kimberly Ave Kimberly WI 54136 USA SHIP TO

Shaun Brill

Village of Kimberly

426 W. Kimberly Ave.

920-788-7507

Kimberly WI 54136 USA

#### Scope of Work

New equipment proposal, new building.

ITEM	DESCRIPTION		QTY	RATE	AMOUNT
TLS212SRx1 S	ymmetric Red	12K 2 Post Symmetric Lift - Red	1.00	7,095.00	7,095.00
TR7000		Turf Rail Kit	1.00	3,795.00	3,795.00
Freight		Freight, turf rail	1.00	250.00	250.00
3200		AW32 Hydraulic Oil / gallon	4.00	33.97	135.88
Labor to install		Labor to install	1.00	1,410.00	1,410.00



**SUBTOTAL** DISCOUNT 12,685.88

**TOTAL USD** 

12,685.88

We impose a surcharge of 3.5% on the all transactions processed using a credit card. Please note this charge is for payment by credit/debit card only. You have the option to pay by check or cash without any additional fee.

Electrical hookup is not included. Requires 220 VAC 1 phase

Approved By	
Date of Acceptance	

#### HALRON LUBRICANTS INC.

#### **EQUIPMENT ESTIMATE**

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

SHAUN BRILL

Phone Date 3/14/2024

KIMBERLY, WI

Quoted To:

VILLAGE OF KIMBERLY	VILLAGE OF KIMBERLY
	TBD

Job Name/Location:

JOB DESCRIPTION:

ATTN:

#### ESTIMATE ON ROTARY 12K LIFT

Item #'s	Qty	Description	Unit Price	Extended Price
		ROTARY 2 POST LIFT		
SPO12N10T5	1	ROTARY 12,000LB SYMMETRICAL 2 POST WITH 3 STAGE ARMS,	\$11,950.00	\$11,950.00
		SINGLE PHASE POWER, AND STANDARD HEIGHT		
FJ6225	1	RA ADAPTER KIT	\$470.00	\$470.00
LABOR	1	LABOR TO INSTALL 2 POST	\$850.00	\$850.00

Labor will be charged on a time and material basis at a rate of \$100.00/hour per man. \$13,270.00

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:

\$13,270.00

Hoist

Accepted:

Date:



#### **TLO7** TURF MAINTENANCE LIFTS

7,000 lbs. CAPACITY / MOWER SERVICE LIFTS



#### THE SOLUTION FOR MOWER AND **LAWN CARE EQUIPMENT REPAIRS**

Symmetrical turf maintenance lift

Service three and four wheel turf equipment and golf carts. Drive-over ramps and side rails provide the width and support of wide equipment. Can be converted to lift passenger cars and light trucks with optional arm kits.

#### **FEATURES:**

- · 7,000 lbs. capacity
- · 3 adjustable lift height options
- · Accommodates a 30" wheelbase
- · Versatile small wheel attachment
- · Wheel engaging chocks wheels automatically
- · Provides easy access to reels and hydraulic systems

**TL07** 

Adjustable Řamps and Rails

STANDARD	TLO7N560BL TLO7N560RD
Rise*	68 3/8"
Overall Height	11' 8 1/2"
Overall Width	11' 5 5/8"
Drive-thru	91"
Inside Columns	114 1/2"
Min/Max Wheelbase	30" / 88"
Tire Fork Length	13"
Min Width Inside Tires	20 1/2"
Extended Width	13' 9"
Min Bay Size	12' X 24'
Ceiling Height Min	12'
Motor / Voltage	2 HP, 208-230V
Time of Rise Time of Descent	45 seconds 40 seconds

\* Rise measures the highest position of the arm rail from floor to full cylinder stroke. Heights and widths reflect standard settings.



The TL07 converts to a 7,000 lbs. capacity lift with FA arm kit

#N257KITYL for 200/400 series lifts

#N2206YL

converts 500 series lifts

#### **Rotary Lift**

2700 Lanier Drive / Madison, IN 47250, USA

MODEL SHOWN:















Adjustable Ramps and Rails

#### **North / South America Information**

Sales: 800.445.5438 insidesales@rotarylift.com

**Tech. Support:** 800.445.5438 technicalsupport@rotarylift.com

#### **Global Contact Information**

USA: 1.812.273.1622 Canada: 1.905.812.9920

Latin America / Caribbean: 1.812.273.1622

Brazil: +55.11.4534.1995

Government Sales: 800.445.5438 X5655

For additional information: rotarylift.com/Government-Purchasing-Assistance/





# TURFRAIL

- The Turf Rail is a perfect fit for golf courses, airports, parks departments, turf care and landscape companies and all types of grounds care facilities.
- Fits most symmetrical two post lifts.
- · Easy installation in as little as two minutes.
- Takes less valuable shop space than 4-post lifts.





- The ability to safely lift hard to service equipment.
- Full under vehicle access and safety, with 6' working height.
- Quickly converts to turf lift or back to arm engaging lift in minutes.
- Offers maximum flexibility to service cars, light trucks, turf equipment and most outdoor power equipment in one service bay.
- The ability to safely lift hard to service equipment.
- Patented rail system allows adjustable wheel bases from 26" to 117".
- Powder Coated finish
- Lift capacity up to 7000 lbs.
- Installation is simple and fast.





AS SEEN ON Tube



STREET RI III DING I	RUST FUND SUMMARY				
STREET BOILDING I					
	Project Name	Project #	2024 Budget	2024 Actual	+/-
Previously Approved on		-			
3/18/24	Shop Lift (Stertil Koni Eco Lift)	SB-24-01	\$ 170,000.00	\$ 200,975.31	\$ (30,975.31)
For consideration on					
4/1/24 Village Board					
agenda:					
	Automotive Hoist (TLS 2 Post Automotive Lift)	SB-24-03	\$ 9,000.00	\$ 8,640.88	\$ 359.12
	Turf Rail Adapter	SB-24-04	\$ 4,000.00	\$ 4,045.00	\$ (45.00)
	Pressure Washer System (Alkota 2,000 PSI Hot Pressure Washer)	SB-24-05	\$ 15,000.00	\$ 19,083.39	\$ (4,083.39)
	Vehicle Undercarriage and Wheel Blaster Wash System (Mosmatic				
	Undercarriage Cleaner and Wheel Blaster	SB-24-06	\$ 27,000.00	\$ 31,083.58	\$ (4,083.58)
	Shop Crane (Harrington Crane)	SB-24-08	\$ 54,000.00	\$ 61,690.00	\$ (7,690.00)
			\$ 279,000.00	\$ 325,518.16	\$ (46,518.16)
	Estimated Street Building Trust Fund Balance 2024		\$ 383,000.00	\$ 325,518.16	\$ 57,481.84
	minimum fund balance required is \$20,000				
Approved on 12/11/22 fo	r purchase, to be paid in 2025 (will be reflected in 2025-2029 CIP)				
Approved on 12/11/23 10		SB-24-07	\$ 14,000.00	¢ 15 260 00	\$ (1,369.00)
	Waste Oil System	SD-24-U/		\$ 15,369.00	, , ,
	New Oil System		\$ -	\$ 24,565.00	\$ (24,565.00)



# Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Purchase Vehicle Undercarriage and Wheel Blaster Wash
System and Installation from Hydroclean Equipment Inc. in the
amount of \$31,083.58
REPORT PREPARED BY: Greg Ulman - Director of Public Works/Zoning
Administrator, Shaun Brill – Equipment Mechanic
REPORT DATE: April 1, 2024
ADMINISTRATOR'S REVIEW / COMMENTS:
No additional comments to this report
See additional comments attachedMEM

#### **EXPLANATION:**

On March 6, 2024, The Village of Kimberly solicited for bids for a vehicle undercarriage and wheel blaster wash system to be installed in our new Street/Parks facility in the wash bay. The purpose of this system is to clean the hard-to-reach areas of our vehicles, especially in winter season, to ensure the life span of our fleet.

The system highlights include:

- High flow undercarriage pump/motor capable of 40 gallons per minute.
- Two underground boxes containing blasters with drains hooked up to our plumbing system.
- A pole for each side of the vehicle that holds a 10" as well as a 6" wheelblaster.
- Electronic start control box and strobe lights.
- All installation of the unit.

The Village of Kimberly received two bids for this project, the first from Hotsy Cleaning Systems, the other from Hydroclean Equipment, Inc. Staff is confident of both suppliers in this installation. The bid prices are as follows:

Hydroclean Equipment, Inc. \$31,083.58

Hotsy Cleaning Systems \$31,547.20

**Funding:** This item is in the approved 2024 CIP budget as Mosmatic Undercarriage Cleaner and Wheel Blasters (SB-24-06) with a budget of \$27,000 in the Street Building Trust Fund. This purchase would require use of an additional \$4,547.20 of Street Building Trust Fund funds.

See attached 2024 Street Building Trust Fund budget summary from Administrator Mahoney.

**RECOMMENDED ACTION**: Purchase vehicle undercarriage and wheel blaster system with installation from Hydroclean Equipment Inc. for \$31,083.58.

#### **ATTACHMENTS:**

- 1. Undercarriage wash and wheel blaster system quotes
- 2. Street Equipment Trust Fund budget summary



#### VILLAGE OF KIMBERLY

515 W. Kimberly Avenue Kimberly, WI 54136 SHAUN BRILL
STREET & PARKS DEPARTMENT
P 920-788-7507
sbrill@vokimberlywi.gov

MARCH 5, 2024

#### **Notice to Suppliers**

Proposals will be received at the Village of Kimberly, 515 W. Kimberly Ave., Wisconsin, 54136 until Noon on 3/20/2024 for the following equipment:

- Undercarriage Wash to include: Furnish and install (2) Stationary inground undercarriage wash boxes in the new Village of Kimberly Department of Public Works building located at 426 W. Kimberly Avenue, Kimberly, WI 54136.
- Wheel Blasters to include: Furnish and install (2) stationary wheel blasters in the new Village of Kimberly Department of Public Works building located at 426 W. Kimberly Avenue, Kimberly, WI 54136.

The RFP and Specifications have been forwarded to: Hydroclean Equipment Inc., Hotsy Cleaning Systems, Green Bay Pressure Systems LLC. Others are encouraged to participate. The attached specifications are minimum. It is not the intent of the attached minimum specifications to this proposal to exclude any prospective supplier. The minimum specifications are to be used as guidelines for what the Village of Kimberly is seeking. Deviation from the specifications will not automatically result in rejection of any proposal. However, any deviation under the specifications should be justified by the supplier to facilitate the review and analysis of all proposals by the Village of Kimberly.

All proposals must be sealed and submitted and must include the completed minimum Specifications and Submittal Details form. A total of 2 copies of the response must be provided in hard copy. The sealed envelope shall be marked "RFP – Undercarriage and Wheel Blaster Wash." The Village of Kimberly reserves the right to reject any or all proposals, to waive any irregularities in quotes, and to accept any proposal which the Village Board deems most favorable to the interests of the Village of Kimberly.

nc		

**Shaun Brill** 

STREET & PARKS DEPARTMENT

#### **REQUEST FOR PROPOSAL**

#### **Undercarriage and Wheel Blaster Wash**

The Village of Kimberly seeks Proposals (RFP) from interested dealers for the purchase and installation of an undercarriage and wheel blaster wash system for the Village of Kimberly.

Sealed Proposals:

Dealer will deliver two copies of the proposal to the physical address listed

below.

Village of Kimberly

Attn: Shaun Brill, Equipment Mechanic

515 W. Kimberly Ave Kimberly, WI 54136

#### PROPOSAL DEADLINE: Noon, 3/20/2024

Proposals received after the cited time will be considered a late submission and are not acceptable unless waived by the Director of Public Works.

- > The envelope should be clearly marked "RFP Undercarriage and Wheel Blaster Wash"
- Please direct questions to Shaun Brill, Equipment Mechanic at 920-788-7507 or Sbrill@VoKimberlyWI.gov

#### **Proposal Terms**

- 1. Village of Kimberly reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding quality of service, the dealer's qualifications and capabilities to provide superior customer service, the cost of crane, and other factors which the Village may consider.
- 2. The Village reserves the right to reject any or all proposals, to waive or not waive informalities or irregularities in proposals or proposal procedures, and to accept or further negotiate cost,

terms, or conditions of any proposal determined by the Village to be in the best interests of the Village even though it may not be the lowest bid.

- 3. The price quotations stated in the bidder's proposal will not be subject to any price increase from the date they are submitted to the date on which the proposal is opened at the Village Hall on bid opening day. All prices must be tax exempt and include all fees charged by the dealer and state.
- 4. Proposals must be signed by an official authorized to bind the dealer to its provisions until the undercarriage and wheel blaster system is delivered and installed. Failure of the successful bidder to accept the obligation of the bid may result in the cancellation of any award.
- 5. Timing of installation at bid submittal is unknown. The successful bidder must work in coordination with general contractor for instillation timing. Bidder also must coordinate with the general contractor for any necessary electrical, structural, plumbing, etc. that is not supplied by the bidder.
- 6. Prices submitted will not be subject to any price increases from the date they are submitted until the date of completion.

#### **Contractor Qualifications**

The contractor must provide certifications and proof of insurance.

#### **Submittal Process and Details**

Proposals are sought from dealers within the State of Wisconsin. Proposals should include the following:

- 1. Dealers name, address, and name of primary contact on company letterhead and/or forms.
- 2. Completed Minimum Specifications form.
- 3. Cost for crane and installation, any types of discounts, all licensing and associated fees. Price to be tax exempt.
- 4. Equipment specification information, warranty coverage and any additional useful information.
- 5. Proof of insurance.
- 6. Any local and state permits.
- 7. Estimated delivery/production date.
- 8. Authorized signature on official documents.

#### **Specifications**

These specifications are minimum requirements for a new undercarriage and wheel blaster wash system. Specifications to include furnishing and installation of equipment in new public works building. All standard specifications must be accompanied along with dealer quotation sheet showing the Village that it is meeting or exceeding specifications requested. All exceptions to the specifications must be noted in areas provided. Descriptive literature for equipment and comprehensive warranty statements shall be included and shall be considered part of the quotation. These specifications are meant to provide a minimum performance and quality standard acceptable to the Village.

#### 2024 Village of Kimberly Overhead Crane Minimum Specifications

#### **Meets Specifications**

Minimum Specification	Yes	No	Deviations
(2) stationary in ground stainless steel	,,		
boxes	X		
Each box to have bearing swivels with 2	х		
nozzles	_ ^		
In ground 2" water drain outlet in each			
box	Х		
4000 PSI rated rotor arms and nozzles	Х		
Removable covers	X		
In ground ¾" NPTF water connection	х		
9' 2" from overhead door to front of			
box	X		
6" in between boxes	Х		
(2) stainless steel stand poles			
permanently mounted on each side of	X		
wash bay			
(4) Adjustable wheel blaster heads	x		
mounted at 10" and 6" on each pole			
4000 PSI rated nozzles	Х		
Pressure washer rated hoses to			
connect boxes and blasters to manifold	х		
in wash bay			
Manual On/Off override switch	Х		
Loop or eye system for automation	х		n ground Induction loop for vehicle detection
30 GPM pump and motor to run system	х		See Note below **
208V/3P power	х		
Initial startup, setup, training, and any			Complete setup after install; and troubleshooting
troubleshooting	х		afterwards. Please see soft install description

#### **Contractor Insurance Requirements**

**Insurance:** The successful bidder must provide Certificate of Insurance evidencing following insurance requirements with their bid/quote:

- 1. General Liability Coverage
  - A. Commercial General Liability
    - a. \$1,000,000 General Aggregate;
    - b. \$1,000,000 Products-Completed Operations Aggregate;
    - c. \$1,000,000 Personal Injury and Advertising Injury;
    - d. \$1,000,000 each occurrence;
    - e. \$1,000,000 Excess or Umbrella Liability, General Aggregate and Each Occurrence;

B.Claims made form of coverage is not acceptable.

C.Insurance must include:

- a. Premises and Operations Liability
- b. Blanket Contractual Liability
- c. Personal Injury
- d. Explosion, collapse and underground coverage
- e. Products Completed Operations
- f. Excess or Umbrella
- 2. Comprehensive Business Automobile Coverage
  - A. Limits: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each Accident.
  - B. Must cover liability for "Any Auto" including Owned, Non-Owned and Hired Automobile Liability.
  - C. Additional Insured. Village of Kimberly, its officers, trustees, agents, employees, and authorized volunteers shall be named as Additional Insureds.
- 3. Worker's Compensation and Employers Liability if required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.
  - A. \$500,000 Each Accident;
  - B. \$1,000,000 Policy Limit;
  - C. \$500,000 Each Employee.
  - D. Builder's Risk "all-risk" or open peril or special causes of loss insurance policy in an amount no less than the bidder's quote that shall at least include insurance for physical loss and damage to the work, temporary and existing buildings (or parts thereof,) false work, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood.)

The Village of Kimberly will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or are to be installed or erected by the contractor.

Notwithstanding these insurance requirements, at all times the Village preserves its municipal notice, immunity and damage limitations provided by virtue of section 893.80 of the Wisconsin Statutes or any other state or federal rule, regulation or statute. The insurance requirements herein in no way are to be construed as a waiver by the Village of said immunity or damage limitations. The insurance requirements herein in no way relieve Contractor or Owner from any other obligations required by Contract with the Village including obligation to provide Payment and/or Performance bonds.

\*\* Unit will be equipped with a 20 Hp Electric motor and a pump capable of a full flow of 40 GPM. Design engineering requires a minimum of 32 GPM @ 900 PSI to the entire system (16 GPM at the 2 in ground boxes; 16 GPM between 4 "outrigger spinning heads" (4 GPM each @ 4 units).

As designed, 32 GPM @ 900 will satisfy this, but as the pump is capable of a full volume of 40 GPM, it is possible to increase and re-direct pump flow to different facets of the system where needed or requested. A minor shift in pressure rating may be necessary in this scenario, but this loss of pressure is minimal.

For instance, a total increase of 2 GPM in the system (or a specific component within) will result in performance of 34 GPM @ 858.82 PSI. When compared to the engineered rating listed earlier, and taking into account the higher flow system being considered, 42 +/- PSI is not a great concern as the larger goal is to remove the accumulated solids on the lower portion of vehicles.

All things listed above and considered, it should be stated that the individual nozzles and system components can be adjusted in the field to determine and satisfy the needs of the user. Flow of each component can be controlled by calculating nozzle size, and flow of the entire system can be controlled by adjusting the pump specifications.

Unit will have a control box mounted on wall- the control box shall perform the following actions, in succession:

- 1. The individual vehicle driver will manually press a green start button on control box, which will "prime" the system and start a flashing yellow strobe. A 45 second timer will begin. Said timer will revert to resting state unless step 2 is initiated within the 45 second timer "window" (see step 2).
- 2. When the above mentioned driver brings the desired vehicle in proximity to the in ground sensor within the "primed system timer"- the unit will turn on- sending full desired flow and pressure to all modules in the system. The unit will stay energized as long as the vehicle is in proximity to the in-ground sensor.
- 3. After the vehicle leaves the sensor area, the unit will shut down, yet remained "primed" (Yellow strobe lit; waiting for vehicle sensing) for 15 seconds. If no vehicle is detected, the unit will revert to a resting state, which is to say that it will require the start button on the control panel to be pressed, again initiating step 2, as described above.
- 4. A large emergency stop button will be present and readily available on the control box. This will immediately cut power to all control aspects of the system.
- 5. All timed aspects of the above system are malleable. The program timing can be modified at any time.



**ESTIMATE** 

DATE

**DUE ESTIMATE#** 

3/19/2024

4/18/2024

3759

PO Box 58 DePere WI 54115 US

Hydroclean Equipment, Inc.

**BILL TO** 

SHIP TO

Village of Kimberly 515 W. Kimberly Avenue Kimberly WI 54136

Village of Kimberly 515 W. Kimberly Avenue Kimberly WI 54136

DESCRIPTION	QTY	RATE	AMOUNT
Misc High Flow Undercarriage Pump/Motor - Capable of 40 GPM, 1000 PSI, 208V, 3 Phase	1.00	19 745 00	18,745.00
Warranty: 5 Year Pump Warranty, 1 Year Electric Motor Warranty, 1 Year Comprehensive Warranty	7.00	18,745.00	16,745.00
80.640 Undercarriage Cleaner, Stationary in ground box, 29.5 x 11.8 x 10.8, 8/10" rotor arms, Requires drain port and in ground plumbing, requires min~10 GPM	2.00	2,935.00	5,870.00
903.986 Stand Pole for RDW (Full setup requires 2), Mosmatic	2.00	307.00	614.00
84.599 Cleaning head 10" for Wheelblaster Pro, Mosmatic	2.00	1,317.84	2,635.68
84.589 Cleaning head 6" for Wheelblaster Pro, Mosmatic	2.00	1,116.95	2,233.90
<b>Misc</b> Electronic Start Control Box System, Strobe light timed start and Activation switch System.	1.00	985.00	985.00

Contacts:

Aaron Stordeur, Vice President

Office: 920-337-0109 Cell: 920-530-2711

Email: aaron@hydrocleanequipment.com

Mike Knoll, Territory Manager

Cell: 920-660-4686

Email: mike@hydrocleanequipment.com

All equipment quoted above is currently at a 6-8 week lead time. If selected, we will work with your general contractor to ensure that everything is in stock and ready for installation according to their timeline.

### **Warranty Information**

#### 7/2022

The following statement is intended to assist our customers in understanding the terms of our warranty, the circumstances under which we will honor claims and the procedure for making such claims.

#### **Pump Warranty**

GP Companies, Inc. warrants each pump manufactured by General Pump to be free of defects in material or workmanship for a period of five (5) years. Liability under this warranty is on all non-wear parts and limited to the repair or replacement of any pump returned to General Pump which upon inspection, is judged to be defective due to workmanship or material failure.

#### **Accessory Warranty**

GP Companies, Inc. accessories are warranted by the manufacturer to be free from defects in material and workmanship for a period of 90 days under normal use and service. "Normal use and service" means not in excess of the recommended pressures and temperatures or handling fluids not compatible with component materials. This warranty shall not apply to any accessory that has been repaired or altered to affect the performance or reliability of the accessory. Liability of the manufacturer under the foregoing warranty is limited to repair or replacement at the option of the manufacturer of that product, which according to the manufacturer's investigation was deemed defective at the time of the shipment.

This warranty is in lieu of all other warranties, expressed or implied, including any warranty of merchantability and/or all other obligations or liabilities on the part of the manufacturer.

#### Power Unit(s) Warranty

GP Companies, Inc. warrants each power unit in whole for 90 days. After 90 days, each pump manufactured by General Pump carries GP Companies, Inc. standard pump warranty.

In the course of marketing or servicing the customer or potential customer's needs, GP Companies, Inc. will use its best judgement in its recommendations. However, the ultimate responsibility for the product application decisions shall rest with the customer. The sole and only warranty made by GP Companies, Inc. is the limited warranties described above. GP Companies, Inc. makes no other warranty of any kind, express or implied, including any implied warranty or merchantability or of fitness for a particular use or purpose. GP Companies, Inc. disclaims and denies any liability for any direct, indirect, special, incidental, or consequential damages which may be suffered as a result of sale, delivery, servicing, use, loss of any product, downtime, labor, freight or other charges not expressly included herein. The only liability and the total liability of GP Companies, Inc. under this limited warranty or in any claim regarding or involving GP Companies, Inc. is expressly limited to the replacement or purchase price of the product.

The following items are not warranted, due to matters beyond GP Companies, Inc. control.

- 1. Normal wear and tear to parts that are considered standard wear parts.
- 2. Damage caused by lack of service and/or maintenance to normal wear and tear parts.
- 3. Defects caused by fault or negligence of the buyer or third party.
- 4. Damage caused by parts and/or accessories not obtained from or approved by General Pump.
- 5. Modifications made by the customer.
- 6. Freight damage.
- 7. Damage caused by misuse and/or misapplication.

Any product returned to GP Companies, Inc. should be shipped freight prepaid to GP Companies, Inc. – 1174 Northland Drive – Mendota Heights, MN 55120 and must display a Return Authorization Number obtained from General Pump's Inside Sales Department by calling (651)686-2199, Fax (800) 535-1745 or emailing myorder@gpcompanies.com.

This warranty statement supersedes and replaces non-dated warranties or previously dated warranties.

# **Terms & Conditions/Return Policy**

#### **GP Companies, Inc. Sales Policies**

General Pump reserves the right to refuse to conduct business with any company not in good credit standing or that is not determined to be a qualified manufacturer, wholesaler, or distributor.

#### **Terms & Conditions**

- Credit terms are Net 30 days, subject to credit department approval
- All shipments are FOB, Mendota Heights, MN
- · Pricing is subject to change without notice

#### **Return Policy**

- 1. To expedite the Return Merchandise Authorization (RMA) process, please have your General Pump invoice number available when you contact the Customer Service Department.
- 2. An RMA number must be acquired before returning product. To obtain an RMA number, please call General Pump's Customer Service Department at: (651)686-2199.
- 3. An RMA number is valid for 60 days from the date of issue. If the product is not received within 60 days, a new RMA number must be issued.
- 4. The RMA number must appear on the outside of the package. Items received without an RMA number will be refused.
- Freight for returns, except for products shipped in error by General Pump, is the responsibility of the customer.
- 6. General Pump will repair or replace products qualified as defective under General Pump's warranty.
- 7. For the safety of our employees, all products used in any type of chemical application must include the SDS sheet for the chemical used.
- 8. If you require immediate replacement for products submitted for warranty consideration, General Pump will ship and invoice at current price. Standard warranty policy will apply to returned products.

#### WHEELBLASTER PRO

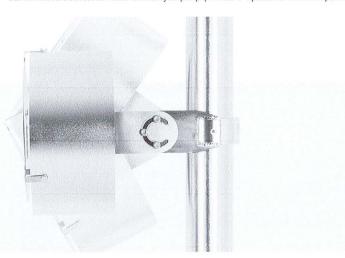
- ✓ Polished stainless steel
- √ Equipped with stabilizer nozzles
- ✓ Seamless height and angle adjustable
- ✓ Multiple cleaning heads can be installed
- √ High impact at distance



Optional with second cleaning head



The Mosmatic Wheelblaster Pro is the new "must have" for vehicle wash systems. The wash head is movable and the desired cleaning angle and height can be selected according to the application. The unit comes equipped with 4 stabilizer nozzles. That increases the distance and impact to achieve optimal cleaning. It is possible to cover a larger cleaning area by mounting various cleaning heads on the 39\* high stand. Chose the correct EG nozzle to match your pump. (The four 0° tips inserts are sold separately)



#### **WBP** with Stand

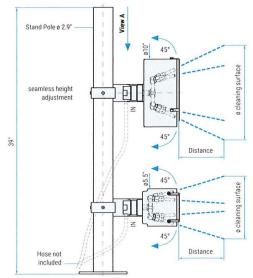
Part No.	Swivel	IN	Diameter	Rotor arm	Stabilizer Nozzles	Insert Nozzle	Weight
84.546	DYTIs	3/8"NPTF	ø10"	6"/6"	4x 14.901	*	27.0 lbs

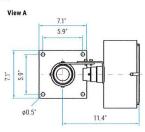
<sup>\*</sup> Requires 4x EG-nozzles, according to your pump specifications

#### **WBP** without Stand

Part No.	Swivel	IN	Diameter	Rotor arm	Stabilizer Nozzles	Insert Nozzle	Weight
84.586	DYTIs	3/8"NPTF	ø5.5"	4"/4"	4x 14.902	*	9.3 lbs
84.587	DYTIs	1/2"NPTF	ø5.5"	4"/4"	4x 14.902	*	9.3 lbs
84.588	DYTIs	3/4"NPTF	ø5.5"	4"/4"	4x 14.902	*	9.5 lbs
84.589	DYF	3/8"NPTF	ø5.5"	4ª	2x 14.902	**	7.5 lbs
84.596	DYTIs	3/8"NPTF	ø10"	6"/6"	4x 14.901	*	11.2 lbs
84.597	DYTIs	1/2"NPTF	ø10"	6"/6"	4x 14.901	*	11.2 lbs
84.598	DYTIs	3/4"NPTF	ø10"	6"/6"	4x 14.901	*	11.5 lbs
84.599	DYF	3/8"NPTF	ø10"	6"	2x 14.901	**	11.0 lbs

<sup>\*</sup>Requires 4x EG-nozzles, \*\* Requires 2x EG-nozzles, according to your pump specifications





#### Action diameter

Distance	Cleaning surface			
	ø10"	ø5.5		
10"	18"	12"		
20"	28"	20"		
30"	38"	28"		
40"	48"	33"		

# HE (T)

84.546

84.586

#### Extension

Part No.	Length	Weight		
84.907	39"	13.2 lbs		
04.907	39	13.210		

#### Stand Pole

Stanu r	OIC	
Part No.	Length	Weight
903.986	39"	16.0 lbs

TECHNICAL DATA

Throughput medium

Pressure Temperature RPM 4000 psi (27.5 MPa) 250°F up to 2000 rpm pH 3-12

84.907

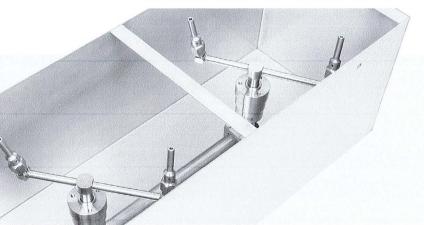
#### **UNDERCARRIAGE CLEANER STATIONARY**

- ✓ Compact and solid construction
- √ Equipped with stabilizer nozzles
- ✓ Modular design



The TUW stationary is perfect for fixed ramp over or sub-floor undercarriage wash systems. Industrial grade stainless plates and boxes come complete with quad bearing swivels and welded balanced rotor arms. The high lift wash design removes heavy debris and cleans without damage to the vehicles undercarriage. Whether a new install or system upgrade this is sure to impress.



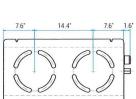


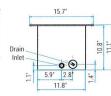


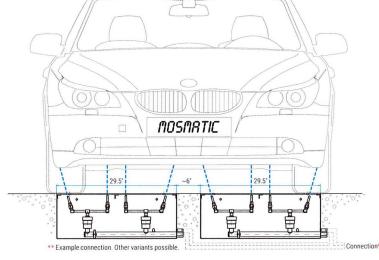
#### **TUWs**

Part No.	Dimensions (L/W/H)	Weight	Swivels	Rotor arms	Stabilizer Nozzles	Nozzles
80.640	29.5"x11.8"x10.8"	70.5 lbs	2x DYT	8"/10"	4x 14.901	*

<sup>\*</sup> Requires 4x EG-nozzles, according to your pump specifications







#### Action diameter

Distance from ground	Cleaning surface
4"	ø 13"
8"	ø 16*
12"	ø 18"



#### Stabilizer Nozzle

(without insert nozzle)				
Part No.	IN			
14.901	1/4" NPTM			

**TECHNICAL DATA** 

Pressure Temperature RPM Body Water connection 4000 psi (27.5 MPa) 250°F

Water drain

up to 2000 rpm 29.5"x11.8"x10.8" 3/4" NPTF 2"

pH 3-12

Throughput medium



Acceptance of any order and sale of any goods are expressly conditional upon the terms and conditions as listed here in. Any order or statement of intent to purchase any such goods, or any direction to proceed with engineering, procurement, manufacture or shipment shall constitute assent to said terms and conditions. Any additional or different terms or conditions set forth in Buyer's purchase order or similar communication are objected to and will not be binding upon Mosmatic Corporation, unless specifically assented to in writing by an authorized representative of Mosmatic Corporation management.

#### 1. Prices

All prices stipulated or promulgated by Mosmatic Corporation are subject to change without notice. Prices do not include any present or future sales, use, excise, value added or similar taxes and, where applicable, such taxes shall be billed as a separate item and paid by Buyer.

#### 2. Shipping

All orders are shipped via UPS Ground unless otherwise specified. Special packaging or handling charges may apply to oversize or custom orders. Please inspect your shipment immediately upon arrival. If your order is not received in satisfactory condition, keep all packaging material and notify Mosmatic Corporation within 48 hours. All sales are made ex point of shipment, and the Buyer assumes all risks with title passing upon delivery to carrier at point of shipment, irrespective of who selects carrier. Shipping dates given in advance of actual shipments are best estimates and shall not be deemed to represent fixed or quaranteed shipping dates. Mosmatic Corporation shall not be liable for failure to deliver or for delay in delivery or performance due to (a) a cause beyond its reasonable control or (b) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, delay in transportation or (c) any other commercial impracticability. Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. If in the judgment of Mosmatic Corporation, the financial condition of the Buyer at the time of manufacture or shipment does not justify the terms of payment specified on order, Mosmatic Corporation reserves the right to require from Buyer full or partial payment or other adequate assurance of performance before manufacture or shipment. Mosmatic Corporation reserves the right to suspend its performance until such a payment or adequate assurance of performance has been received. If payment is not made when due, Buyer agrees to pay a charge on the amount past due at the rate of 1.5% per month (18% per annum) or the maximum lawful rate, whichever is less. Nothing here in shall be deemed to extend or otherwise modify Buyer's obligation to make payment when due

#### Payments

First order terms are prepay or Credit Card. For credit applications please call 800-788-9880 or email swivels@mosmatic.com. Checks are accepted as means of payment but shall not be regarded as settlement until they have been cleared. There is a minimum order amount of \$200.00 and the fee for drop shipment is \$20.00. For your convenience we accept VISA and Mastercard.

#### 4. Termination

Buyer may terminate an order only by mutual agreement based on payment to Mosmatic Corporation of reasonable and proper termination charges.

#### 5. Returns

No return of goods will be accepted without prior authorization from a representative of Mosmatic Corporation management. All returns must be accompanied by a Returned Merchandise Authorization (RMA) number provided by Mosmatic Corporation. RMA numbers are valid for 90 days only. Except due to manufacturer defects, all returns must be in resalable condition and are subject to a 15% restocking charge.

#### 6. Limitation of Liability

Mosmatic Corporation's liability on any claim for loss or damage arising out of a contract or from the performance or breach there of or connected with the supplying of goods, or their sale, resale, operation or use, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such goods or part there of involved in any claim. Mosmatic Corporation shall not under any circumstances be liable for any labor charges, special or consequential damages including, but not limited to, bodily injury, loss of profits or revenue, loss of use of any product or associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or costs of claims arising from Buyer or Buyer's customers. Any technical or other advice or assistance furnished by Mosmatic Corporation, which concerns any goods supplied hereunder, will not subject Mosmatic Corporation to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

#### 7. Limited Warranty

Mosmatic Corporation warrants that its product/s (the "Product") shall be free from defects in materials and workmanship under normal use, installation and maintenance in accordance with Mosmatic Corporation's specifications. If any failure to conform to this warranty is reported to Mosmatic Corporation within six months from the date of purchase by the original buyer, Mosmatic Corporation, upon being satisfied of the existence of such nonconformity, will, with exclusions (wear and tear) etc., correct same at its discretion by repairing or replacing the Product. This warranty does not cover damage resulting from mishandling in transit, vandalism, misuse, abuse, neglect, alteration, dismantling, acts of God or failure to exercise reasonable care in installing or maintaining the Product. This warranty applies only to the original buyers who purchased the Product directly from Mosmatic Corporation. To obtain service under this warranty, call our sales/service department at (800) 788-9880. NO EVENT WILL Mosmatic Corporation BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. This warranty gives you specific legal rights, and you may haveother rights which vary from state to state.

#### 8. Availability

Not all products listed in this catalog are stocked by each service center.

#### 9. Governing law

All orders are accepted by Seller at its mailing address in Bristol, Wisconsin, and shall be governed by and interpreted in accordance with the laws of the state of Wisconsin

#### **General Information**

- With the publication of this catalog, all previous catalogs and publications are no longer valid.
- We reserve the right to make technical modifications at any time without prior notification.
- For any special versions, manufactured to individual customer requirements, we decline any responsibility for their subsequent use and effects in operation.
- Validation of data and measurements exclude printing and typing errors.
- The details we provide are recommendations only, which we give to the best of our knowledge. Written confirmation of precise details can be obtained upon request.
- Mosmatic sells through a network of authorized dealers and representatives only.

#### Use of your personal information

- We never sell or rent any of the information you provide us with to third parties.
- We use the information we collect for various purposes, including:
  - to complete your purchase transaction
  - to provide the services you requested
  - to send you our catalogues and offerings
  - to send you specials and updates per email
  - to contact you about the status of your order
- When you make a credit card transaction we collect your name, your billing address for the card, the card type, number and expiration date. We also collect information that allows us to ship your order, i.e. name, address and phone number of the intended recipient(s).

#### For your safety

- For your own safety always use protection gear like safety glasses, gloves etc.
   when using our products connected to high pressure.
- Safety regulations and guidelines (Accident prevention rules) from the manufacturer of high pressure equipment are applicable when using our products.
- Nozzle installation according to nozzle manufacturer.
- Mosmatic products should only be installed by experienced users of high pressure equipment. The responsibility for the safe and effective use of Mosmatic products rest with the user.

© 2019 Mosmatic Corporation



Policy Number: 3070854

# **CERTIFICATE OF LIABILITY INSURANCE**

Date Entered: 10/4/2023

DATE (MM/DD/YYYY)

3/18/2024

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

PROI	DUCE		7		11	CONTACT Willi Name: Willi	am Radue			
Associates Insurance Agency, Ltd. 101 Bohemia Dr. P.O. Box 817						PHONE (A/C, No, Ext): (920) 863-3761 FAX (A/C, No): (920) 863-8				
						E-MAIL ADDRESS: ASSOC	ins@associ	nsltd.com		
								RDING COVERAGE		NAIC#
		Denmark, WI 54208			ļ.	INSURERA: Fran	<del></del>		•	
INSU	RED	Hydroclean Equipment,	Tno	· ·		INSURER B :				
				- •		INSURER C :				
		1900 Dickinson Rd.			T	INSURER D :				
		DePere, WI 54115			F	INSURER E:				
					<u> </u>	INSURER F :				
CO	/ER	AGES CER	TIFIC	ATE	NUMBER:	The state of the s		REVISION NUMBER:		
IN CI EX	DICA ERTII	S TO CERTIFY THAT THE POLICIES ATED. NOTWITHSTANDING ANY RE FICATE MAY BE ISSUED OR MAY ISIONS AND CONDITIONS OF SUCH F	QUIR PERT POLIC	EMEN	NT, TERM OR CONDITION O THE INSURANCE AFFORDED	F ANY CONTRAC D BY THE POLIC EN REDUCED BY	T OR OTHER I IES DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPEC	CT TO	WHICH THIS
NSR LTR		TYPE OF INSURANCE		WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		
A	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED		00,000
		CLAIMS-MADE OCCUR			CPP3070854	9/30/2023	9/30/2024	PREMISES (Ea occurrence)	\$ 300	
								MED EXP (Any one person)	\$5,0	
								PERSONAL & ADV INJURY		00,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:				ĺ		GENERAL AGGREGATE		00,000
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG		00,000
		OTHER:						AOMEDINED ON OF LIMIT	\$	
	AUT	OMOBILE LIABILITY					9/30/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
A	X	ANY AUTO			BA3070854	9/30/2023		BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
A	X	UMBRELLA LIAB OCCUR						EACH OCCURRENCE		00,000
		EXCESS LIAB CLAIMS-MADE			CPP3070854	9/30/2023	9/30/2024	AGGREGATE	\$2,0	00,000
.,		DED RETENTION \$ 10,000							\$	
		KERS COMPENSATION EMPLOYERS' LIABILITY						STATUTE OTH-		
A	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A WC		WC3070854	9/30/2023	9/30/2024	E.L. EACH ACCIDENT	\$ 500	
	(Man	datory in NH)	•••					E.L. DISEASE - EA EMPLOYEE		
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500	,000
DESC	RIPT	ION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule, m	ay be attached if more	space is required)			
			•							
						_				
		ge of Kimberly, its off			· -	employees,	and author	rized volunteers		
are	1 <b>i</b>	sted as named as Additi	ona	T IX	sureds.					
CEL	TIE	ICATE HOLDER				CANCELLATION	.i		····	<del></del>

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





## Village of Kimberly - Undercarriage System

Kimberly, Village Of

426 W Kimberly Ave

Customer Number: 12698

**Purchase Order:** 

Reference: 20230425-102703673

**Shawn Brill** 

sbrill@vokimberlywi.gov +19207887507

Quote created: April 25, 2023 Quote expires: August 31, 2024

Quote created by: Dave Burt Systems Concaltant dave@hotsysystems.com +19203621374

Comments from Dave Burt

**Products & Services** 



### undercarriage & Wheel Blaster System

Undercarriage & Wheel Blast System

1 \$37,114.35

after 15%

\$31,547.20

Drive-Through High Pressure Rinse Systems are a great way to clean the underbodies and wheel wells of vehicles or machinery. Protect your vehicle investments and increase vehicle life. Pump units are activated by thru-beam photo eyes when vehicles enter the rinse bay and shut-off as vehicles leave. No need to leave the vehicle.

Undercarriage Rinse System, Side Blast with Top Rinse or a combination of both are available to meet your needs.

Vehicle operators can easily drive vehicles through the rinse process as slowly as needed for effective, high-pressuring rinsing. The system is activated when vehicles enter and exit the rinse areas.

Spinning Stabilizer Nozzles are standard on all cleaning pans and feature high impact cleaning with excellent coverage for a variety of cleaning needs. Pre-spray or presoak chemical systems are also available if needed. Call for information.

Undercarriage Rinse System

- 1) 30 GPM @ 1000 PSI and features a 15 HP /208v/3 Phase pump/motor unit mounted on a stainless baseplate with stainless belt quard, pressure regulator, pressure gauge,
- 2) Manual On/Off Override Switch,
- 3) (2) stainless steel, under vehicle blast pans with high impact stabilizer nozzles with removeable covers. Vehicle blast pans are designed to be mounted in the concrete and flush with the floor. High impact stabilizer nozzles are included in all pans. System is designed to run off of (3) 3/4" feed lines to each pan assembly. In-ground 2" water drains in each box
- 4) High Pressure Hose connecting all the Boxes and Wheel Basters to manifold in wash bay,

		Price
5) Electrical panel and (1) Photo eye activation set with alu-		
minum support stands.		
6) (4) Adjustable wheel blasters 2 on each side of wash bay		
on 2 stainless steel mounting stands. (4 Adjustable Wheel		
Basters will require different nozzle sizing to operate at		
30gpm instead of 55gpm)		
7) Initial Start-up, Set-up Training and Any other Indicial		
Troubleshooting Included.		
	One-time subtotal	\$31,547.20
		after \$5,567.15 discount
	Total	\$31,547.20
Purchase terms		
Ciamatuus		
Signature		
Signature	Date	
Printed name		

Quantity

Unit

SKU

Item & Description

## Questions? Contact me





Dave Burt Systems Concaltant dave@hotsysystems.com +19203621374

Hotsy Cleaning Systems Inc. 2799 Allied St Green Bay, WI 54304 USA

### **Specifications**

These specifications are minimum requirements for a new undercarriage and wheel blaster wash system. Specifications to include furnishing and installation of equipment in new public works building. All standard specifications must be accompanied along with dealer quotation sheet showing the Village that it is meeting or exceeding specifications requested. All exceptions to the specifications must be noted in areas provided. Descriptive literature for equipment and comprehensive warranty statements shall be included and shall be considered part of the quotation. These specifications are meant to provide a minimum performance and quality standard acceptable to the Village.

### 2024 Village of Kimberly Overhead Crane Minimum Specifications

### **Meets Specifications**

Minimum Specification	Yes	No	Deviations
(2) stationary in ground stainless steel boxes	/		
Each box to have bearing swivels with 2 nozzles	/		
In ground 2" water drain outlet in each box	/		
4000 PSI rated rotor arms and nozzles	/		
Removable covers	V		
In ground ¾" NPTF water connection	1		
9' 2" from overhead door to front of box	/		
6" in between boxes	V		
(2) stainless steel stand poles permanently mounted on each side of wash bay	/		
(4) Adjustable wheel blaster heads mounted at 10" and 6" on each pole	. /	- =	
4000 PSI rated nozzles			, and the second
Pressure washer rated hoses to connect boxes and blasters to manifold in wash bay	1		
Manual On/Off override switch	1		
Loop or eye system for automation	1		
30 GPM pump and motor to run system	V		
208V/3P power	/		
Initial startup, setup, training, and any troubleshooting	1		

**JCATAROZOLI** 



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 3/18/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

	is certificate does not confer rights to	. LIFE C	sermoate norder III lied OI :	CONTACT	Janice C		·····			
	RODUCER obertson Ryan - Waukesha			PHONE (A/C, No, Ext): (414) 273-4511 1511 (A/C, No): (262) 717-9434						
2097	ertson Ryan - Waukesha '5 Swenson Drive, Suite 175			(A/C, No, E	xt): (474) 2	/3-4511 15	in (A/C, No):{ sonryan.com	202) /1/-9434		
wau	kesha, WI 53186 <sup>*</sup>			ADDRESS						
							RDING COVERAGE	NAIC #		
							NSURANCE COMPAN	Y 13986		
INSU	RED Hotsy Cleaning Systems Inc			INSURER	: ICW GR	OUP				
	Attn: Robert Wurzel			INSURER (	): 					
	3558 Hillside Drive		•	INSURER	):					
	Delafield, WI 53018			INSURER						
				INSURER	:					
			ATE NUMBER:		···		REVISION NUMBER:			
IN CE	IIS IS TO CERTIFY THAT THE POLICIE DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY KCLUSIONS AND CONDITIONS OF SUCH F	EQUIR PERT/	EMENT, TERM OR CONDITI AIN, THE INSURANCE AFFO	ON OF ANY	CONTRAC	CT OR OTHER ES DESCRIB	R DOCUMENT WITH RESPE	CT TO WHICH THIS		
INSR		ADDL S		F		POLICY EXP (MM/DD/YYYY)	LIMIT	e		
LTR A	X COMMERCIAL GENERAL LIABILITY	INSDIV	MAD LOUIS HOWBEK	(N	IM/DD/YYYY)	(MM/DD/YYYY)		\$ 1,000,0		
•	CLAIMS-MADE X OCCUR		6651372		1/1/2024	1/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,0		
	X blanket addtl insds		3001012		., 1/2027	17172020	MED EXP (Any one person)	10.0		
	<u> </u>	l						1 000 0		
							PERSONAL & ADV INJURY	2 000 0		
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- X LOC						GENERAL AGGREGATE	2 000 0		
							PRODUCTS - COMP/OP AGG	3		
Α	OTHER: AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	1,000,0		
^	X ANY AUTO		6651371		1/1/2024	1/1/2025	(Ea accident)	\$ 1,000,0		
	OWNED AUTOS ONLY SCHEDULED AUTOS	ĺ	0031371		11 112024	17172023	BODILY INJURY (Per person)	\$		
							BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)			
	HIRED AUTOS ONLY AUTOS ONLY	l					(Per accident)	\$		
Α	X UMBRELLA LIAB X OCCUR	-						3,000,0		
	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE		6651372		1/1/2024	1/1/2025	EACH OCCURRENCE	3 000 0		
	40,000		333.3.2				AGGREGATE	3		
В	TOLD     NETERITION						X PER OTH-	\$		
_	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WWI-5075292-00		1/1/2024	1/1/2025		100,0		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A			111/2024		E.L. EACH ACCIDENT	100.0		
	If yes, describe under						E.L. DISEASE - EA EMPLOYEE	500.0		
	DÉSCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 000,0		
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	.ES (AC	CORD 101, Additional Remarks Sche	dule, may be a	ttached if mor	space is requir	ed)			
CE	RTIFICATE HOLDER			CANCE	LLATION					
				SHOU	D ANY OF	THE ABOVE D	ESCRIBED POLICIES BE CA	ANCELLED BEFORE		
	Village of Kimberly			THE	EXPIRATION	N DATE TH	IEREOF, NOTICE WILL			
	Village of Kimberly 426 W. Kimberly Ave.			ACCO	RDANCE WI	TH THE POLIC	CY PROVISIONS.			
	Kaukauna, WI 54130			ļ						
				'a'.	ED REPRESE					
				TONA	101011	BLOWN	1			

## Form W-9

(Rev. October 2018)
Department of the Treasury

## Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank													
	Hotsy Cleaning Systems	The later was a second													
	2 Business name/disregarded entity name, if different from above						_								
page 3.	Check appropriate box for federal tax classification of the person whose name following seven boxes.	certa	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):												
e. ns on	Individual/sole proprietor or LIC Corporation VS Corporation single-member LLC	Exem	pt pa	yee co	ide (	if any									
중육	Limited liability company. Enter the tax classification (C=C corporation, S=														
Solicition and the following seven boxes.  Individual/sole proprietor or Corporation V Soloporation, Partnership Trust/estate single-member LLC  Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)  Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federed tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  Other (see instructions)  Address (number, street, and apt. or suite no.) See instructions.  Requester's name								is code (if any)							
Ç	Other (see instructions)	A classification of its owner.		(Applie	s to acc	ounts m	aintair	red out:	side the	U.S.J					
Š	5 Address (number, street, and apt. or suite no.) See instructions.	Requ	ester's name	and ad	dress	(optic	nal)								
See	3558 Hillside Dr.														
0,	6 City, state, and ZIP code														
	Delafield WI 53018														
	7 List account number(s) here (optional)														
-	7 1-1-16 - 15 - N 1 - 1 - 67(N)														
Pa	Taxpayer Identification Number (TIN) your TIN in the appropriate box. The TIN provided must match the name	on given on tipe 1 to eveid	Social s	ecurity	numb	er									
	p withholding. For individuals, this is generally your social security num		T	7		<u> </u>	-	T	T	77					
	ent alien, sole proprietor, or disregarded entity, see the instructions for I		111	-			-								
enaae 77N. I	es, it is your employer identification number (EIN). If you do not have a nater.	umber, see now to get a	or				L								
	If the account is in more than one name, see the instructions for line 1.	Also see What Name and	Employe	er identi	ficati	on nu	mbe	er							
Numt	er To Give the Requester for guidelines on whose number to enter.		3 9	- 1	4	9	9	6	3 2	,					
			3 3					╝.	1						
Par															
	r penalties of perjury, I certify that:														
2. I ar Se	e number shown on this form is my correct taxpayer identification numb n not subject to backup withholding because: (a) I am exempt from bac vice (IRS) that I am subject to backup withholding as a result of a failur longer subject to backup withholding; and	kup withholding, or (b) I have	e not been	notified	d by	he In	terr								
3. I ar	n a U.S. citizen or other U.S. person (defined below); and														
	FATCA code(s) entered on this form (if any) indicating that I am exemp	ot from FATCA reporting is o	correct.												
you hacqui	ication instructions. You must cross out item 2 above if you have been no ave failed to report all interest and dividends on your tax return. For real est sition or abandonment of secured property, cancellation of debt, contribution than interest and dividends, you are not required to sign the certification, b	tate transactions, item 2 does ons to an individual retiremen	not apply. I t arrangeme	or mor	tgage , and	inter gene	est rally	paid, /, pay	men	ts					
Sigr Here		Date •	01	/03	1	, 2	. C	ے (	٧_						
	neral Instructions	<ul> <li>Form 1099-DIV (dividen funds)</li> </ul>	ds, includin	g those	fron	n sto	cks	or m	utua	I					
Section of the contract of the	on references are to the Internal Revenue Code unless otherwise	<ul> <li>Form 1099-MISC (varior proceeds)</li> </ul>	us types of	income	e, priz	zes, a	wa	ds, d	or gro	oss					
relate	re developments. For the latest information about developments d to Form W-9 and its instructions, such as legislation enacted they were published, go to www.irs.gov/FormW9.	<ul> <li>Form 1099-B (stock or transactions by brokers)</li> </ul>	mutual fund	sales a	and c	ertai	n ot	her							
		<ul> <li>Form 1099-S (proceeds</li> </ul>													
	pose of Form	• Form 1099-K (merchani		•	•										
inforr	dividual or entity (Form W-9 requester) who is required to file an nation return with the IRS must obtain your correct taxpayer	• Form 1098 (home morto 1098-T (tuition)		st), 109	8-Æ (ŧ	stude	nt k	oan i	ntere	est),					
	fication number (TIN) which may be your social security number ), individual taxpayer identification number (ITIN), adoption	• Form 1099-C (canceled	•		,										
taxpa	yer identification number (ATIN), or employer identification number	Form 1099-A (acquisitio					-								
amou	to report on an information return the amount paid to you, or other interportable on an information return. Examples of information as include, but are not limited to the following.	Use Form W-9 only if y alien), to provide your cor	rect TIN.		•		Ĭ								
	eturns include, but are not limited to, the following.  Form 1099-INT (interest earned or paid)  If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.														

STREET RI III DING I	RUST FUND SUMMARY				
STREET BOILDING I					
	Project Name	Project #	2024 Budget	2024 Actual	+/-
Previously Approved on		-			
3/18/24	Shop Lift (Stertil Koni Eco Lift)	SB-24-01	\$ 170,000.00	\$ 200,975.31	\$ (30,975.31)
For consideration on					
4/1/24 Village Board					
agenda:					
	Automotive Hoist (TLS 2 Post Automotive Lift)	SB-24-03	\$ 9,000.00	\$ 8,640.88	\$ 359.12
	Turf Rail Adapter	SB-24-04	\$ 4,000.00	\$ 4,045.00	\$ (45.00)
	Pressure Washer System (Alkota 2,000 PSI Hot Pressure Washer)	SB-24-05	\$ 15,000.00	\$ 19,083.39	\$ (4,083.39)
	Vehicle Undercarriage and Wheel Blaster Wash System (Mosmatic				
	Undercarriage Cleaner and Wheel Blaster	SB-24-06	\$ 27,000.00	\$ 31,083.58	\$ (4,083.58)
	Shop Crane (Harrington Crane)	SB-24-08	\$ 54,000.00	\$ 61,690.00	\$ (7,690.00)
			\$ 279,000.00	\$ 325,518.16	\$ (46,518.16)
	Estimated Street Building Trust Fund Balance 2024		\$ 383,000.00	\$ 325,518.16	\$ 57,481.84
	minimum fund balance required is \$20,000				
Approved on 12/11/22 fo	r purchase, to be paid in 2025 (will be reflected in 2025-2029 CIP)				
Approved on 12/11/23 10		SB-24-07	\$ 14,000.00	¢ 15 260 00	\$ (1,369.00)
	Waste Oil System	SD-24-U/		\$ 15,369.00	, , ,
	New Oil System		\$ -	\$ 24,565.00	\$ (24,565.00)



## **Village of Kimberly** REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Purchase Overhead Shop Crane System and Installation from					
Fox Cities Crane and Fab Inc. the amount of \$61,690.00.					
REPORT PREPARED BY: Greg Ulman - Director of Public Works/Zoning					
Administrator, Shaun Brill – Equipment Mechanic					
REPORT DATE: April 1, 2024					
ADMINISTRATOR'S REVIEW / COMMENTS:					
No additional comments to this report					
See additional comments attachedMEM					
EXPLANATION:					

On March 6, 2024, The Village of Kimberly solicited for bids for a 5-ton overhead shop crane to be installed in our new Street/Parks Facility in the maintenance shop. Received bids are to include the hoists, runways, motorized trolleys, hand-held transmitters, as well as other specifications as noted. Staff received two bids in total, one from Custom Steel Inc., the other from Fox Cities Crane and Fab Inc.

Both distributors/installers were able to meet our specifications as needed, the only difference is Custom Steel Inc. would install an R&M Electric Chain Hoist, as they are the distributor of R&M hoists. Staff see this as a viable option compared to Harrington Electric Hoists. As both companies can meet our specifications, Fox Cities Crane & Fab Inc., was the lowest bid.

Fox Cities Crane & Fab Inc. \$61,690.00

Custom Steel Inc. \$120,300.00

**Funding:** This item is in the approved 2024 CIP budget as Harrington Crane (SB-24-08) with a budget of \$54,000 in the Street Building Trust Fund. This purchase would require use of additional \$7,690.00 of Street Building Trust Fund funds.

See attached 2024 Street Building Trust Fund budget summary from Administrator Mahoney.

Fox Cities Crane & Fab Inc. requires 25% (\$15,422.50) due at order, 50% payment at shipment (\$30,845), and 25% due 30 day from final invoice (\$15,422.50).

**RECOMMENDED ACTION**: Purchase overhead shop crane system with installation from Fox Cities Crane & Fab Inc. for \$61,690.00.

## ATTACHMENTS:

- 1. Overhead Shop Crane quotes
- 2. Street Equipment Trust Fund budget summary



March 20, 2024

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

RE: Ouote Nur

Quote Number 2032024 RFQ- New 5-Ton Crane

Submitted By:

Tim Kapocius

Fox Cities Crane & Fab., Inc.

Phone: 920.749.1929

Email: TimK@foxcitiescrane.com

### Item 1: Crane Rail, Runway Electrics, End Stops

Furnish and install 30# crane rail for (1) 67' runway length.
Furnish and install 110 Amp runway electrification for (1) 67' runway length.

Furnish and install (4) crane runway end stops.

### Item 2: 5-Ton Crane

Furnish and install (1) 5-ton capacity single girder top running crane. Crane to be furnished with (2) 2.5-ton capacity electric wire rope hoists with motorized trolleys, dual bridge drives, flat cable festoon system, radio controls, and plug-in back-up pendant. All motions controlled by adjustable frequency drives. CMAA Class C design. 208-3-60 Power.

Crane Span: 50'-0" Estimated

### **Bridge Girder:**

Single girder structural steel beam with channel cap rigidly bolted to the end trucks. Bridge girder and channel cap will be shot blasted, primed, and painted with Caterpillar Yellow machinery enamel.

### **End Trucks:**

Single girder top running end trucks furnished with dual drive motors, reducers, and brakes. End trucks to have a 6'-3" wheel base, with drive motors controlled by an adjustable frequency drive to permit 2-step infinitely variable speed control between 5 and 120 FPM with controlled acceleration and deceleration.

### **Hoists and Trolleys:**

(2) 2.5-ton capacity Harrington NERM030CD-SD electric chain hoists with motorized trolleys. Hoists to have 20' of available lift, have 2-speed hoist operation at 17/3 FPM (VFD Controlled), and furnished with overload limiter, and geared upper lower limit switch. Motorized trolleys to have 2-step variable speed operation between 12 and 65 FPM.

### **Bridge Control Panel:**

NEMA 12 enclosure, mainline magnetic contactor, manually operated "through the door" disconnect with lock-out provisions, thermal overload relays, adjustable frequency drive (Magnetek), control transformer with fused secondary, and simultaneous and independent hoist/trolley A, Both, hoist/trolley B control logic. Panel to include green pilot light for mainline on/off indication and receptacle for back-up pendant.

Fox Cities Crane & Fab., Inc. Page 2 Quote #2032024

### Festoon System:

Rigid "C"-track flat wire festoon system providing power & control wiring out to the hoist and trolley. (1) 10-button pendant with plug will be furnished as a back-up to the radio controls.

### Radio Controls:

Magnetek/Enrange Flex 8-EX radio control system consisting of (1) receiver with built in alarm (mounted and wired into bridge control panel), (2) hand-held transmitters (one to be used as a spare), and protective rubber boot. Auxiliary pushbuttons on transmitter for toggle on/off Hoist A and toggle on/off Hoist B.

### Item 3: Load Test

Furnish labor and test weights to perform and document a load test on the new crane and hoist.

Price for Items 1 -3 as detailed above:

\$61,690.00

#### Notes:

- Power connection to runway electrification bar by others.
- Area to be free and clear to work in.
- Work to be performed during regular business hours 7:30 AM to 4:30 PM, Monday Friday.
- Pricing is good for 45-days.

Prices quoted herein do not include Wisconsin Sales Tax. Such taxes, if applicable, will be invoiced as a separate item.

Terms:

25% Due With Order

50% Due At Time of Shipment

25% Due Net 30 Days From Date of Invoice

Delivery:

9 - 11 Weeks ARO & Signed Approval Drawings

FOB:

Delivered

Sincerely, Tim Kapocius

Fox Cities Crane & Fab., Inc.

### **Specifications**

These specifications are minimum requirements for a new overhead crane. Specifications to include furnishing and installation of equipment in new public works building. All standard specifications must be accompanied along with dealer quotation sheet showing the Village that it is meeting or exceeding specifications requested. All exceptions to the specifications must be noted in areas provided. Descriptive literature for equipment and comprehensive warranty statements shall be included and shall be considered part of the quotation. These specifications are meant to provide a minimum performance and quality standard acceptable to the Village.

### 2024 Village of Kimberly Overhead Crane Minimum Specifications

### **Meets Specifications**

Minimum Specification	Yes	No	Deviations
(1) 5-ton single girder			
(2) Harrington electric chain hoists	<b>/</b>		
30# Crane rail for 67' runway length			
110 Amp runway electrification	/		
(4) crane runway end stops			
Motorized trolleys	/		
Dual bridge drives			
Handheld radio controls with			
protective rubber boot			
Plug-in back-up pendant			
208V/3P Power		,	
50' Crane span estimated			
Single girder top running end trucks			
furnished with dual drive motors	<b>V</b> ,		
20' available lift	V		
Hoists have 2 -speed operations (VFD			
controlled)			
Motorized trolleys have 2-step variable	. ,		
speed operation			
Hoists to be used simultaneously or			
independently	V		
Bridge control panel	/		
Rigid "C" track flat wire festoon system			
providing power and control wiring out	V		
to hoists and trolleys			
Load test with certificate	V		
Power connection to runway	1		
electrification bar by others			



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/19/2024\_

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

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

t	his c	ertificate does not confer rights to	the	certif	icate holder in lieu of suc	h endo	rsement(s).		•		
PRO	DUCE	ER IO & ASSOCIATES		920	-734-3110	CONTAC NAME:	T DAVID V	AN BOOGA			
		UMAN POBOX 99				PHONE (A/C, No	, Ext): 920-73	4-3110		20-	734-6027
KIN	MBER	RLY, WI 54136-0099 /AN BOOGARD				E-MAIL ADDRES	<sub>ss:</sub> dvanboo	gard@ader	nino.com		
DA	VID V	AN BOOGARD					INS	URER(S) AFFOR	DING COVERAGE		NAIC#
						INSURE	RA:INCLINE	<u>CASUALT</u>	Y COMPANY		11090
ĪΝS	VRED	TIES CRANE & FAB INC				INSURE	RB EVANS	TON INSUR	ANCE COMPANY		35378
925	NB	LUEMOUND DR				INSURE	RC:				
API	PLET	ON, WI 54914				INSURE	RD:				
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		CLAIMS-MADE X OCCUR			MKLV3PBC003114		01/21/2024	01/21/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
									MED EXP (Any one person)	\$	5,000
									PERSONAL & ADV INJURY	\$	1,000,000
ĺ	GE	N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO-							PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:								\$	
A	AU	TOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO	Х		CA 5003039		01/21/2024	01/21/2025	BODILY INJURY (Per person)	\$	
İ		OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
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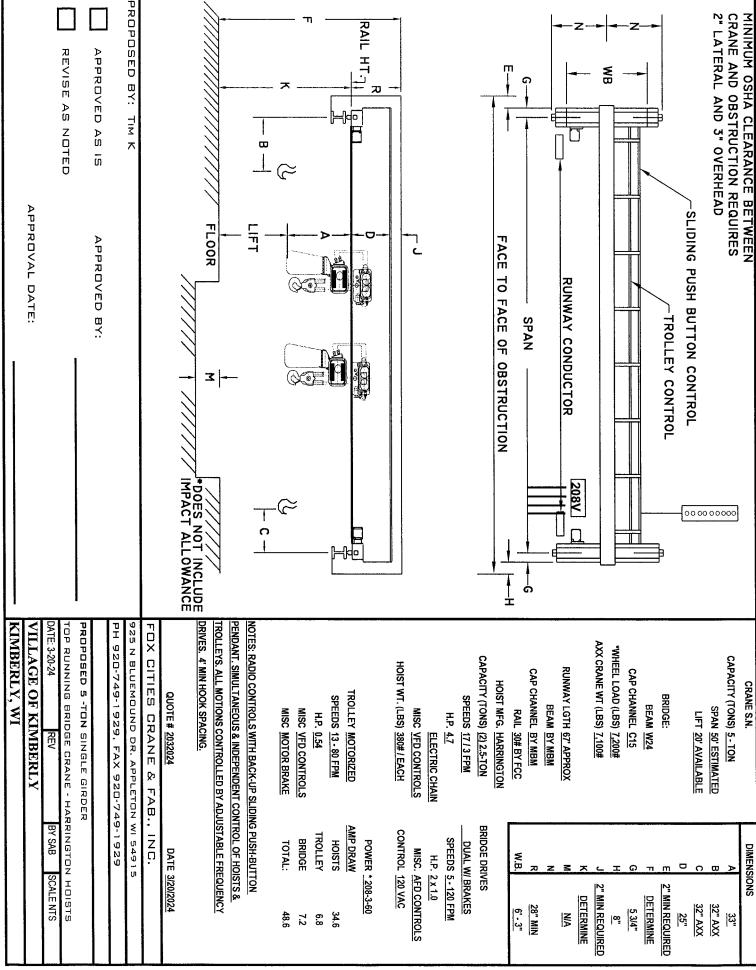
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OANOLLLANION

VILLAGE OF KIMBERLY 515 KIMBERLY AVE KIMBERLY, WI 54136 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeffyn Kagrenek



## Limited Warranty

Fox Cities Crane & Fab., Inc. (hereinafter "Company" or "Seller") warrants that all goods manufactured by the Company shall be free from defects in material and workmanship for a period of 12 months from the date of delivery, or until such time as the equipment in question has attained an operational quota of two thousand (2000) hours, whichever occurs earlier. Seller's obligation under the terms of this warranty statement shall be limited to repairing or replacing (at Seller's option, FOB: POS, freight prepaid by the Buyer) any part of the goods, which if properly installed, used and maintained prove defective in material or workmanship within the specified warranty period. During the warranty period, Fox Cities Crane & Fab., Inc. reserves the right to replace, repair, exchange, or to provide a new, used, or rebuilt component, assembly, sub-assembly, or weldment at their discretion, dependant upon circumstance, situation, and/or availability. Such obligations shall be contingent upon:

- 1) Seller's receipt of Buyer's notification and satisfactory proof of any defect; and
- 2) Buyer's fulfillment of all obligations imposed hereunder.

All parts replaced as set forth above shall become the property of the Seller.

This Warranty Policy does NOT cover damage caused by; shipment, misuse of unit (including operation beyond Factory established limits, loads, and/or specifications), failure to properly service and maintain the unit in accordance with the Company's or component manufacturer's manuals or Factory Service Bulletins nor does it cover "wear items", including but not limited to; brake linings, wire rope assemblies and rope guide assemblies. Damage arising from normal wear and tear shall be excluded from consideration for warranty coverage in all cases. Fox Cities Crane & Fab., Inc. DOES NOT accept any responsibility for alterations or modifications to the unit made by the Buyer, its agents or assignees, and further asserts this warranty NULL and VOID in the event the Buyer has carried out modifications or reconditioning work upon the goods without the Seller's written consent, or if the equipment has been utilized beyond its rated capability. Seller shall not be responsible for any damages arising or resulting from natural disasters or "Acts of God" (such as fire, flood, wind, lightning), nor shall the Seller assume any responsibility for damage or malfunction arising from any act of terrorism or willful destruction on the part of any party, whether or not said party is affiliated with or employed by the Buyer in any way.

THIS WARRANTY STATEMENT SHALL SUPERCEDE ALL OTHERS PREVIOUSLY ISSUED BY THE SELLER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

If field repair or parts replacement is necessary on any warranted components, in no event shall the Company be liable for any indirect, incidental, consequential, or special damage (including without limitation to loss of profits, loss of revenue, cost of capital, cost of substitute equipment, downtime, examination fees, claims of third parties, and injury to person or property) based upon any claim of breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. This limited warranty statement recognizes the risks and limitations of product failure between Fox Cities Crane & Fab., Inc. and the Buyer.

Anything to the contrary as stated herein notwithstanding, Seller's warranty with respect to goods or parts not manufactured by the seller shall further be limited to the warranty policy issued and upheld by the supplier. In all cases, credit or reimbursement for any and all parts or components found to be defective and determined to be covered by this or the supplier's warranty policy shall be issued only at such time as the Seller receives credit for defective parts or components from the supplier.

Seller in no way assures reimbursement for or waiver of charges associated with onsite labor, travel time, mileage or related expenses required to conduct any evaluation, inspection, examination, removal and/or reinstallation of any part or component. Seller, at its sole discretion, may elect to waive such charges, in whole or in part, such election having been mitigated by the findings noted during the warranty investigation. All warranty claims involving requests for labor, travel time, mileage, related expenses or replacement parts will require Buyer's issuance of a purchase order noting the requested goods and/or services. Seller shall require the receipt of written evidence of this order, whether by electronic delivery, regular mail or facsimile, prior to the initiation of investigation, procurement of any replacement part or component or dispatch of repair personnel.

This written warranty is also understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written and all other communications between the parties relating to the subject matter of this warranty. No employee, agent or distributor of the Company, or any other person is authorized to state or imply any additional warranties on behalf of the Company, or to assume for the Company any other liability in connection with any of its products, unless made in writing, dated and signed by an officer of the Company.

### CONTACT YOUR NEARBY HARRINGTON DISTRIBUTOR

### FOX CITIES CRANE & FAB

Appleton, Wi Ph. 920 749 1929 Fax. 920 749 1217

## Warranty

All products sold by Harrington Hoists, Inc. are warranted to be free from defects in material and workmanship from date of shipment by Harrington for the following periods:

Manual Hoists & Trolleys-2 years

NER/ER Enhanced Features Models - 3 years

Electric Hoists, Air Hoists & Trolleys, Crane Components—1 year

Spare / Replacement Parts—1 year

NER/ER "The Guardian" Electromagnetic Smart Technology Brake—10 years

The product must be used in accordance with manufacturer's recommendations and must not have been subject to abuse, lack of maintenance, misuse, negligence, or unauthorized repairs or alterations.

Should any defect in material or workmanship occur during the above time period in any product, as determined by Harrington Hoists' inspection of the product, Harrington Hoists, Inc. agrees, at its discretion, either to replace (not including installation) or repair the part or product free of charge and deliver said item F.O.B. Harrington Hoists, Inc. place of business to customer.

Customer must obtain a Return Goods Authorization as directed by Harrington or Harrington's published repair center prior to shipping product for warranty evaluation. An explanation of the complaint must accompany the product. Product must be returned freight prepaid. Upon repair, the product will be covered for the remainder of the original warranty period. If it is determined there is no defect, or that the defect resulted from causes not within the scope of Harrington's warranty, the customer will be responsible for the costs of returning the product.

Harrington Hoists, Inc. disclaims any and all other warranties of any kind expressed or implied as to the product's merchantability or fitness for a particular application. Harrington will not be liable for death, injury to persons or property, or for incidental, contingent, special or consequential damages, loss or expense arising in connection with the use or inability whatever, regardless of whether damage, loss, or expense results from any act or failure to act by Harrington, whether negligent or willful, or from any other reason.



www.harringtonhoists.com

Harrington Hoists, Inc. 401 West End Ave., Manheim, PA 17545 **717-665-2000 / 800-233-3010** Fax: 717-665-2861

Harrington Hoists, Inc.—Western Division 2341 Pomona Rd., No. 103, Corona, CA 92880-6973 951-279-7100 / 800-317-7111

Fax: 951-279-7500













## **EMH Warranty Statement**

Unless otherwise specified, EMH only and solely guarantees that the product is free from material defects in design, materials and workmanship with normal use, proper maintenance and service. A corrosive or abrasive environment is not normal. This warranty will not apply to products that are not repaired at EMH's plant, or without EMH's instructions, or in EMH's sole judgment, affects serviceability, or without explicitly following the manual(s) provided. The warranty is only limited to twelve months for single shift operation but parts shall not exceed the original warranty date or the shorter of 2,000 hours after installation, or fourteen months after shipment. By ten days after defect is found, or reasonably should have been found, EMH must be notified. Defective product or parts will be returned f.o.b., EMH factory. Buyer must immediately respond to EMH's requests for information or Buyer waives acceptance. Continued use after a defect is a warranty waiver. Sole compensation is by replacing or repairing faulty items free. EMH is not liable for damages in excess of the original sale price or for any consequential damages. EMH is not liable for any work done by others without EMH's OK in writing. If Buyer destroys, intentionally or not, any evidence about the origin of the purported defect, or tries to conceal or alter evidence of cause, this warranty is canceled and Buyer has no claim. Jurisdiction of the parties and venue is agreed to in common pleas court, Medina, Ohio using Ohio law. ALL OTHER REPRESENTATIONS, EXPRESS OR IMPLIED, WARRANTY, OR LIABILITY RELATING TO THE CONDITIONS OR USES OF THE PRODUCT ARE SPECIFICALLY DISAVOWED, AND IN NO EVENT SHALL EMH AND OR EMH'S AUTHORIZED DISTRIBUTORS BE LIABLE TO BUYER, OR ANY THIRD PARTY, FOR ANY DIRECT OR INDIRECT CONSEQUENTIAL OR INCIDENTAL DAMAGES.





### GENERAL TERMS AND CONDITIONS OF SALE

- 1. <u>SCOPE.</u> These General Terms and Conditions of Sale ("General Terms") are subject to additional terms and conditions contained in supplemental riders (individually, a "Rider") applicable to products sold by each Magnetek Business, which Riders are attached to these General Terms and incorporated herein. Any terms and conditions contained in an applicable Rider, which are contrary to or different from these General Terms, shall govern.
- ORDERS. These General Terms apply to all quotations made by Magnetek, Inc ("Seller") to the customer to whom the order was quoted ("Buyer"), and to all offers to purchase placed with Seller by Buyer via purchase order or otherwise, which are accepted by Seller, and are expressly incorporated therein. These General Terms are an integral part of the sales contract formed between Seller and Buyer, whether formed as a result of Seller's acceptance of Buyer's offer to purchase, Buyer's acceptance of Seller's quotation, or otherwise. Whenever these General Terms conflict with or are expanded or added to by any terms and conditions contained in Buyer's offer to purchase: (i) these General Terms shall govern and supersede over any conflicting or additional terms and conditions of Buyer's offer to purchase; (ii) any additional or different terms, conditions or provisions which may appear in any purchase order or other communication from Buyer are expressly rejected and shall not be effective or binding, unless specifically agreed to in writing by Seller; and (iii) no such additional or different terms, conditions or provisions in any document submitted to Seller by Buyer shall become a part of the sales contract between Buyer and Seller, unless Seller specifically recognizes and assents in writing to their inclusion. Seller's failure to object to terms, conditions, or provisions contained in any communication from Buyer made subsequent to Seller's acceptance of Buyer's offer to purchase shall not be deemed a waiver of these General Terms. Any changes in these General Terms must be specifically agreed to in writing and signed by an authorized officer of Seller before becoming binding on Seller. No course of prior dealings, no usage of the trade and no course of performance shall be used to modify, negate or supplement any terms hereof.
- 3. PRICES. Unless Seller otherwise expressly agrees in writing, applicable prices are those specified in Seller's quotation or, if the quotation has expired, those specified in Seller's order confirmation or Seller's current price list. Seller reserves the right to change list prices or discounts without notice. Quoted prices will be honored for a period of thirty (30) days from the date of the written quotation unless otherwise stated. Prices are subject to revision by Seller: (i) should Buyer at any time request changes to an order (which are acceptable to Seller), and/or (ii) in the event of a Force Majeure Event (as defined in Section 12, below) after the date of quotation, confirmation, or acceptance of Buyer's offer to purchase. Prices are F.O.B. point of shipment(s). All prices listed are for shipments from North American locations. Unless otherwise specified in writing by Seller, all prices are in U.S. dollars, and are exclusive of sales taxes, value added taxes, withholding taxes, custom duties or similar charges of any kind.
- 4. TITLE AND DELIVERY. All sales are F.O.B. point of shipment(s) unless otherwise specified in writing by Seller. All shipping terms are as defined in the Wisconsin Uniform Commercial Code. Title and risk of loss pass to Buyer upon delivery of products to carrier at shipping point, which delivery shall constitute delivery to Buyer for all purposes; provided, however, that Seller hereby retains a purchase money security interest in all products delivered in accordance with the provisions of this Section 4 until such time as Seller has been paid the full contract price for such products. Unless otherwise specified by Seller, the point of shipment shall be Seller's plant. All orders are shipped surface collect unless otherwise instructed. Urgent orders may be shipped via air express or air freight upon request at Buyer's expense. Insurance will be provided only at Buyer's request and expense. If products are received damaged or lost in transit, Buyer shall be responsible for filing a claim with the carrier. Unless otherwise specified in writing, scheduled shipping dates are estimates only and subject to such lead time, if any, as specified in the applicable Rider. Scheduled shipping dates also are subject to timely receipt by Seller of all information necessary for completion of the products, as well as any delays resulting from Force Majeure Events. Seller will not be liable for delays in delivery or other default by reason of any Force Majeure Event, nor shall Seller be liable for any special, incidental or consequential damages, including lost profits or revenues, caused by delay in delivery or failure to manufacture or deliver.

- 5. PAYMENT. Unless otherwise specified in writing, payment terms are full purchase price due net thirty (30) days from date of Seller's invoice. Any amounts not paid when due shall bear interest from the date of invoice until paid at the rate of 1.0% per month, or the maximum allowable legal rate, whichever is lower. Buyer also shall pay all of Seller's costs incurred to collect payment of invoices, including Seller's reasonable attorneys' fees. Payment terms are subject to the Seller's review and approval of Buyer's application for credit. Seller reserves the right, at its discretion, to establish credit limits at any time. All prices and payments are and shall be made in U.S. dollars, unless otherwise specified in writing by Seller.
- 6. WAREHOUSING. If Buyer fails to accept delivery of finished products within fourteen (14) days of the scheduled shipment date, Buyer will be responsible for Seller's standard monthly warehousing charges, which will be added to Seller's invoice for such products. After six (6) months from the date of Seller's invoice, Seller may, upon written notice to Buyer, dispose of unshipped products in any commercially reasonable manner, and Buyer will be responsible for Seller's disposal costs.
- 7. BUYER'S DUTY TO INSPECT. Buyer must promptly inspect all products for shortages, conformity with order specifications, and defects. If products appear not to conform to the sales contract specifications between Buyer and Seller, Buyer shall discontinue their use and immediately notify Seller of such condition and afford Seller a reasonable opportunity to inspect the same. Failure to notify Seller of an alleged product non-conformity in writing within ten (10) days of receipt shall constitute a waiver of any discoverable defects in products and an unqualified acceptance of the products. Claims for shortages or deductions for erroneous charges must also be presented within ten (10) days after receipt of the products or such claims will not be allowed.
- 8. <u>RETURNS.</u> All products require a Return Material Authorization (RMA) number prior to return shipment. Buyer should contact Seller for details and authorization. All returns are subject to Seller's prior written approval. If approved by Seller, returns of any products ordered by Buyer are subject to a minimum 20% restocking charge. Except pursuant to valid warranty claims, non-standard, custom designed or engineered, used or modified products cannot be returned for credit.
- 9. LIMITED WARRANTY; LIMITATION OF LIABILITY. Seller warrants that, for the warranty period set forth in the applicable Rider, the products will conform to the sales contract specifications and be free of any defects in materials (unless materials are specified by Seller) and workmanship. Seller's warranty does not apply where: the products are not installed, maintained or used in accordance with Seller's installation, maintenance and operating procedures provided to Buyer; the products are damaged, misused, or abused; the products are altered without Seller's written approval; or repairs are needed due to normal wear and tear. Any repairs or other corrective maintenance attempted by anyone other than Seller during the warranty period shall void the warranty. Notwithstanding the preceding, Seller does not warrant products or accessories manufactured by third parties (and Seller hereby disclaims any and all representations and warranties, express or implied, applicable to such products or accessories); such products and accessories are subject to the product warranty, if any, provided by the third party manufacturer.

EXCEPT FOR THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION, SELLER HEREBY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

To submit a warranty claim, Buyer must promptly upon discovery of the claim return the subject products to Seller for inspection, return freight pre-paid. Seller will charge for the handling and service of products returned in error or out of warranty.

SELLER WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF WARRANTY, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS SECTION. Buyer's exclusive remedy, and Seller's total liability, under this product warranty shall be limited to a refund of the purchase price paid for the products found to be defective, or the repair or replacement of defective products, at Seller's option. BUYER HEREBY EXPRESSLY WAIVES AND ACKNOWLEDGES THAT SELLER WILL HAVE NO LIABILITY FOR ANY AND ALL CLAIMS FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES,

- 13. <u>SELLER'S RIGHT OF POSSESSION</u>. Seller shall have the right, in addition to all other rights it may possess under applicable law, at any time, for credit reasons or because of Buyer's default or defaults, or anticipatory repudiation of any obligation of Buyer under any sales contract, to withhold shipments, in whole or in part, and to recall products in transit, retake same, and repossess all products which may be stored with Seller for Buyer's account, without the necessity of taking any other proceedings, and Buyer consents that all products so recalled, retaken, or repossessed shall become Seller's absolute property, provided that Buyer is given full credit therefor. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to Seller under any sales contract or at law.
- 14. <u>DESIGN, DIMENSIONS AND WEIGHT.</u> Unless Buyer provides or specifies the product design, Seller reserves the right to change designs without notice to Buyer, unless otherwise agreed upon. Seller will incorporate in products such reasonable engineering changes to continuously improve products or processes. Seller will notify Buyer of any engineering changes affecting form, fit or function of the products. Weights and dimensions published are approximate and sufficiently accurate for most uses. If the approximate weights and dimensions are insufficient for Buyer's purposes, Buyer should submit a written request to Seller for certified prints where exact weights and dimensions are critical.
- 15. GOVERNING LAW. The sales contract or order of which these General Terms are made a part shall be deemed made in, and shall be governed by the laws of, the State of Wisconsin, exclusive of its conflicts of laws principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 16. JURISDICTION AND VENUE. To the fullest extent they may legally do so, Buyer and Seller irrevocably and unconditionally: (i) submit to the exclusive jurisdiction of any Wisconsin State court or federal court of the United States sitting in the Eastern District of Wisconsin, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any sales contract or order of which these General Terms are made a part, or for recognition or enforcement of any judgment; and (ii) waive any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to any sales contract or order of which these General Terms are made a part in any Wisconsin State or federal court, and/or the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Buyer and Seller agree that the final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other matter provided by law.
- 17. CANCELLATION/CHANGES TO ORDERS. Orders are not subject to change, rescheduling or cancellation except with Seller's prior written approval. Seller may condition such approval upon Buyer's payment of all costs, direct or indirect, incurred and/or committed for by Seller as a result of Buyer's change, rescheduling or cancellation of any order, together with a reasonable allowance for Seller's anticipated profits. In the event Buyer cancels any order, in whole or in part, without Seller's prior written approval for any reason other than Seller's material breach, Buyer shall remain responsible for payment of the full order price.
- 18. TERMINATION OF SALE CONTRACT. Except as may otherwise be specifically provided in the sales contract of which these General Terms are made a part, such contract may not be terminated or amended by Buyer without Seller's prior written consent. If Seller approves a requested termination of or amendment to such contract, Buyer, at Seller's discretion, shall be liable for all charges, including without limitation, a price adjustment based on the quantity of products actually delivered, and all costs, direct and indirect, incurred and/or committed for by Seller under such contract, together with reasonable allowance for anticipated profits. Seller shall have the right to discontinue the manufacture and/or sale of products to Buyer, and/or to terminate any related sales contract or order, in the event Buyer fails to timely pay any amount(s) due Seller under any such related sales contract or order, or otherwise breaches the terms of any such sales contract or order.
- 19. <u>ASSIGNMENTS</u>. Neither party may assign the sales contract of which these General Terms are made a part without the written consent of the other party, except that Seller's rights under such contract will automatically be assigned to any successor to Seller by reason of merger, consolidation, or sale of substantially all of its assets.

- 20. <u>SEVERABILITY</u>. The invalidity, in whole or in part, of any provision of these General Terms shall not affect the validity or enforceability of any other provision herein.
- 21. <u>COMPLETE AGREEMENT</u>. The sales contract and all attachments and documents incorporated by reference therein, constitutes the complete and entire agreement and understanding between Seller and Buyer, and supersedes all prior and/or contemporaneous agreements, representations and or communications, either oral or written, between Buyer and Seller or any representative of such parties, with respect to the subject matter thereof.
- 22. MODIFICATIONS; NO WAIVER. No change to the sales contract of which these General Terms are made a part will be binding on Seller unless made in writing and signed by an authorized officer of Seller. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of such contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. No field representative or anyone other than an authorized officer of Seller has authority to sign such a writing.
- 23. <u>HEADINGS</u>. The headings in these General Terms are included for convenience only and shall neither affect the construction or interpretation of any provision in these General Terms nor affect any of the rights or obligations of the parties to any sales contract of which these General Terms are made a part.
- 24. <u>AMBIGUITIES.</u> Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting any sales contract of which these General Terms are made a part.

Effective May 16, 2008

## Custom Steel Inc.

318 Ross Avenue P.O. Box 25 Schofield, WI 54476-0025 Ph: 715-355-1300 Fax: 715-355-5200

3/14/24 VILLAGE OF KIMBERLY ATTN: SHAUN BRILL QUOTE # 12091

RE: QUOTE FOR (1) 5-TON TOP RUNNING BRIDGE CRANE WITH (2) 2 1/2-TON HOISTS AND (1) 67'-0" LONG RUNWAY SYSTEM

CUSTOM STEEL INC. WILL FURNISH LABOR AND MATERIAL TO FABRICATE AND PAINT (1) 5-TON CAPACITY TOP RUNNING SINGLE GIRDER BRIDGE CRANE x 50'-0" SPAN WITH (2) 2 1/2-TON HOISTS.

#### (1) 5-TON CRANE INCLUDES:

- (2) 2 1/2-TON R&M MODEL SX304 WIRE ROPE HOISTS
- 30'-10" MAXIMUM LIFT / 20'-0" ACTUAL LIFT
- (2) VARIABLE FREQUENCY CONTROLED LIFTING 25 FPM MAX
- (2) SPEED VARIABLE FREQUENCY PROGRAMMABLE TROLLEY DRIVES WITH A 65 FPM MAX SPEED
- FLASHING WARNING LIGHT WHEN CRANE TRAVELS
- 208 VOLT 3 PHASE
- (1) PAIR OF R&M MODEL RTN14 TOP RUNNING END TRUCKS
- (2) SPEED VARIABLE FREQUENCY PROGRAMMABLE BRIDGE DRIVES AT 100 FPM TOP SPEED
- RUBBER BUMPERS ON END TRUCKS
- REMOTE CONTROL WITH SPARE TRANSMITTER
- BACK UP PENDANT CONTROL SYSTEM ON SEPARATE FESTOON TRACK FROM HOIST
- (1) 24" BEAM x 50'-0" SPAN
- CMAA CLASS "C"
- BRIDGE CRANE PAINTED SAFETY YELLOW & LABELED WITH 5-TON CAPACITY AND SERIAL #

CUSTOM STEEL INC. WILL SUPPLY (1) 67' LONG CRANE RUNWAY SYSTEM INCLUDING:

- (2) RUNS OF 30 LB ASCE RAIL x 67'-0"
- (1) RUN OF 110 AMP FOUR CONDUCTOR RUNWAY ELECTRIFICATION x 67'-0"

GRAND TOTAL FOR (1) 5-TON BRIDGE CRANE 50'-0" SPAN WITH (2) 2 1/2- HOISTS AND (1) 67'-0" LONG CRANE RUNWAY SYSTEM, INSTALLED= \$ 120,300.00

\*\* TAX NOT INCLUDED \*\*

\*

2 YEAR WARRANTY

LEAD TIME 10 WEEKS ARO

LOAD TESTING AFTER INSTALLATION INCLUDED.

CUSTOM STEEL INC. WILL FURNISH CAD DRAWINGS FOR YOUR APPROVAL PRIOR TO FABRICATION.

SINCERELY,

JASON SCHILLER CUSTOM STEEL, INC.

### **Specifications**

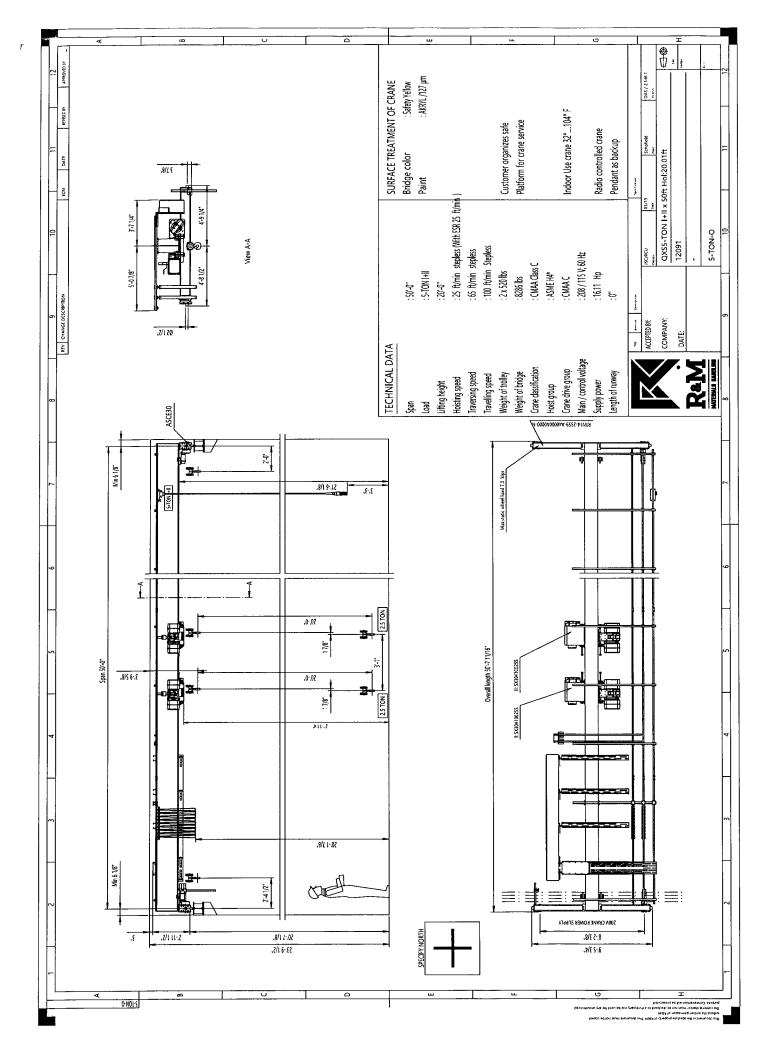
These specifications are minimum requirements for a new overhead crane. Specifications to include furnishing and installation of equipment in new public works building. All standard specifications must be accompanied along with dealer quotation sheet showing the Village that it is meeting or exceeding specifications requested. All exceptions to the specifications must be noted in areas provided. Descriptive literature for equipment and comprehensive warranty statements shall be included and shall be considered part of the quotation. These specifications are meant to provide a minimum performance and quality standard acceptable to the Village.

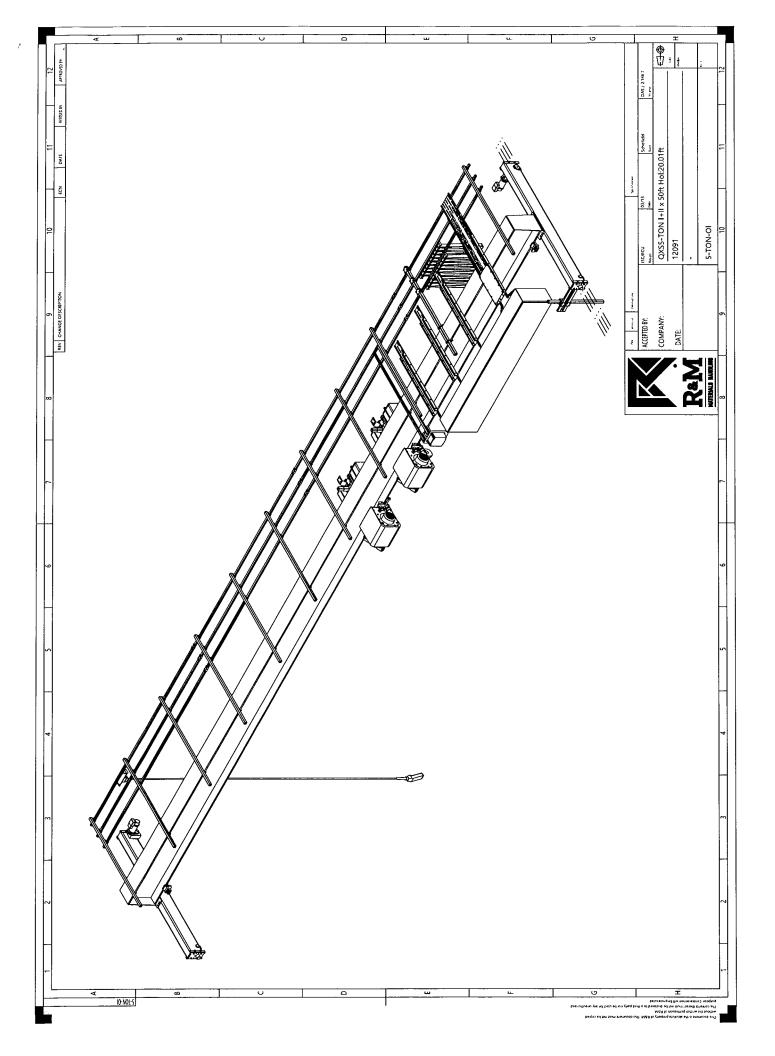
2/2-Ton Lapocity

### 2024 Village of Kimberly Overhead Crane Minimum Specifications

### **Meets Specifications**

	Minimum Specification	Yes	No	Deviations
	(1) 5-ton single girder	X		
7	(2) Harrington electric chain hoists	<del></del>	×	(2) R&M Electric Chain Hois
	30# Crane rail for 67' runway length	Y		Car J Hay CE LEGVI C G 1974 H
	110 Amp runway electrification	X		
	(4) crane runway end stops			
	Motorized trolleys	X		
	Dual bridge drives	X		
i	Handheld radio controls with			
	protective rubber boot	X		
	Plug-in back-up pendant	<b>V</b>		
	208V/3P Power	K		
	50' Crane span estimated	X		
1	Single girder top running end trucks			
	furnished with dual drive motors	×		
1	20' available lift	×		,
Ī	Hoists have 2 -speed operations (VFD			
1	controlled)	×	1	
ſ	Motorized trolleys have 2-step variable			
	speed operation	×		
	Hoists to be used simultaneously or	K		
	independently	~		
ſ	Bridge control panel	×		
ſ	Rigid "C" track flat wire festoon system			
	providing power and control wiring out	X		
L	to hoists and trolleys	İ		
Γ	Load test with certificate	×		
Γ	Power connection to runway	4		
	electrification bar by others	×		
-				· <del></del>





STREET RI III DING I	RUST FUND SUMMARY				
STREET BOILDING I					
	Project Name	Project #	2024 Budget	2024 Actual	+/-
Previously Approved on		-			
3/18/24	Shop Lift (Stertil Koni Eco Lift)	SB-24-01	\$ 170,000.00	\$ 200,975.31	\$ (30,975.31)
For consideration on					
4/1/24 Village Board					
agenda:					
	Automotive Hoist (TLS 2 Post Automotive Lift)	SB-24-03	\$ 9,000.00	\$ 8,640.88	\$ 359.12
	Turf Rail Adapter	SB-24-04	\$ 4,000.00	\$ 4,045.00	\$ (45.00)
	Pressure Washer System (Alkota 2,000 PSI Hot Pressure Washer)	SB-24-05	\$ 15,000.00	\$ 19,083.39	\$ (4,083.39)
	Vehicle Undercarriage and Wheel Blaster Wash System (Mosmatic				
	Undercarriage Cleaner and Wheel Blaster	SB-24-06	\$ 27,000.00	\$ 31,083.58	\$ (4,083.58)
	Shop Crane (Harrington Crane)	SB-24-08	\$ 54,000.00	\$ 61,690.00	\$ (7,690.00)
			\$ 279,000.00	\$ 325,518.16	\$ (46,518.16)
	Estimated Street Building Trust Fund Balance 2024		\$ 383,000.00	\$ 325,518.16	\$ 57,481.84
	minimum fund balance required is \$20,000				
Approved on 12/11/22 fo	r purchase, to be paid in 2025 (will be reflected in 2025-2029 CIP)				
Approved on 12/11/23 10		SB-24-07	\$ 14,000.00	¢ 15 260 00	\$ (1,369.00)
	Waste Oil System	SD-24-U/		\$ 15,369.00	, , ,
	New Oil System		\$ -	\$ 24,565.00	\$ (24,565.00)



## memo

To: Village of Kimberly Board of Trustees

From: Holly Femal | Community Enrichment Director

CC: Maggie Mahoney, Village Administrator

Date: April 1<sup>st</sup>, 2024

Re: Sunset Beach Splash Pad

Comments: Bids for the Sunset Beach Splash Pad were opened on 3/14/24. The low bidder, Peters Concrete Company, submitted costs solely for the construction of the pad. The cost of the equipment purchase was separated out to save on contractor markup and allow for an order to be placed sooner which will increase efficiency with the project. In review, budgeted CIP impacts for 2024 are:

\$100,000 Room Tax Trust \$125,000 Park Improvement Trust \$80,000 Park Impact Fee Trust \$305,000 Total 2024 budgeted funds

Funds Expended in 2023 for site prep and engineering documents total \$16,653.45 paid from the Parks Improvement Trust (as budgeted).

As of 3/19/24, the Community Enrichment Director was provided with all actual numbers associated with the project as the Vortex splashpad equipment can be purchased through a cooperative purchasing agreement with the State of Minnesota. The Vortex estimate accommodates for trimming back some upright splash elements, instead utilizing a "safe swap" which allows the village to implement spray elements in a phased approach with water already stubbed to the designed locations. The current estimate accounts for an octopus element in the center of the pad and all other elements installed as a "safe swap" for phasing. This has reduced the Vortex costs but allows the pad to become more interactive as additional funds become available. Please note that element costs continue to increase annually, and deferring implementation will ultimately result in increased total cost over time due to inflation. Safe swap elements are \$1,000.00 each and allow for some water interaction for a splash pad visitor but do not provide any vertical interaction like the proposed design elements would – such as the proposed octopus.

As mentioned above, some project costs were expended in 2023 as Parkitecture + Planning completed the construction documents for the splashpad, with the remaining

consultants' fees scheduled to conclude with the 2024 implementation of the splashpad project.

To-date in 2024, \$7,121.25 has been expended towards the overall project costs for design, engineering, and bid process costs with Parkitecture + Planning. Parkitecture's contract has \$10,025 remaining to be paid as the project continues to progress.

Based on bid pricing, state contract pricing, and known consultants' fees the actual project costs are:

\$ 25,850.00 Total Consulting Fees for Parkitechture + Planning \$248,840.31 Total projected install contract Peters Concrete Company \$139,930.80 Total projected cost Vortex Equipment \$414,621.11 Total actual project cost

The total actual project costs are \$109,621.11 over budget from what was allocated within the 2024 CIP towards this project. If the Vortex contract was further reduced to remove the octopus's elements for phased implementation in the future, overall costs for the initial installation could be reduced by \$35,380.00 resulting in a reduced cost overage still amounting to \$74,241.11 over budget. Items in the Vortex quote that would not be negotiable removals include the infrastructure elements that contribute to the underground plumbing needed to power the pad as these items are installed within the concrete. The water distribution system and command center elements are all essential up-front purchases to allow the pad to operate. Analysis of the bids for construction have resulted in no areas for cuts from the submitted numbers.

Additional options could include, if the board chooses, expending additional funds specifically from the room tax trust as no other project is scheduled within that fund from the current CIP of 2024 - 2028. This could include the full Vortex Quote as presented with some vertical items reduced or reducing the vertical items further to eliminate them all as discussed in the previous paragraph.

### **CIP Budgetary Analysis:**

The current fund balance for the room tax fund after scheduled splash pad purchases of \$100,000 is \$250,000. No upcoming scheduled costs are reported in the 2024-2028 CIP with a projected room tax revenue of \$35,000 annually coming into this fund.

The park impact fee trust will see a total of \$155,000 in expenditures for 2024 with contributions towards the Verhagen Park playground, Upper Diamond ballfield lights, and the splashpad project. Additional contributions are scheduled for 2026 and 2028 to assist with the replacement of playground equipment at Shelter #1 and the Roosevelt Park playground respectively. Adjustments will need to be made to these expenditures as projected as a negative balance is noted starting in 2026 pending a lack of significant impact fee contributions.

The park improvement trust fund is scheduled for \$220,000 worth of support for the splash pad, youth diamond bleacher replacement, and the Verhagen Park playground in 2024 with significant annual contributions scheduled for parks equipment and

facilities maintenance in the coming 4 years totaling \$644,000 worth of projects for the 2024-2028 CIP.

### **Splash Pad Rendering from 2020 Design Process:**

All fuchsia elements in the center of the pad are part of the "Octopus" splash feature. Upright elements that can be phased over time based on the staff recommendation could include the kites, crabs, and fish.



### Analysis of budgeted vs. projected costs:

2024 CIP Budget for the Pad	
Park Impact Fee Trust	\$ 80,000.00
Park Improvement Trust	\$ 125,000.00
Room Tax Trust	\$ 100,000.00
	\$ 305,000.00
2023 CIP Outline	
Park Impact Fee Trust	\$ 100,000.00
Park Improvement Trust	\$ 125,000.00
Room Tax Trust	\$ 100,000.00
	\$ 325,000.00
Remaining after 2023 expenses	\$ 308,346.55

Park Improvement Trust 101-5700-912								
Funds Expended Towards Total Project Costs								
Parkitecture	3/20/2024	\$	3,956.25					
Parkitecture	2/4/2024	\$	1,582.50					
Parkitecture	1/3/2024	\$	1,582.50					
Parkitecture	12/1/2023	\$	2,373.75					
Parkitecture	11/6/2023	\$	3,165.00					
Parkitecture	10/6/2023	\$	3,165.00					
McMahon	7/29/2023	\$	980.40					
McMahon	6/27/2023	\$	1,566.30					
		\$	18,371.70					
Amplify	5/19/2023	\$	5,403.00					
TOTAL 2023 C	\$	16,653.45						
TOTAL 2024 C	\$	7,121.25						

Quoted Contracts/Known	Paid Thus Far	Remaining	
Parkitecture	\$ 25,850.00	\$15,825.00	\$ 10,025.00
Peters Concrete	\$ 248,840.31		
Commercial Rec/Vortex	\$ 139,930.80		
	\$ 414,621.11		\$ 404,596.11

Park		Park					
Impact		Improvement			Room Tax		
Fee	\$80,000	Trust	\$	125,000.00	Trust	\$1	00,000.00
Peters		Parkitecture					
Concrete	\$80,000	2024	\$	7,121.25	Peters	\$	60,986.56
		Remaining					
		Parkitecture			Commercial		
		2024	\$	10,025.00	Rec	\$	39,013.44
		Peters					
		Concrete	\$	107,853.75			
Remaining							
Balance							
2024							
Budgeted							
Funds	\$0		\$0			\$0	



# Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Award Contract for Sunset Park Splash Pad Construction to										
Peters Concrete Company in the amount of \$248,840.31										
REPORT PREPARED BY: Holly Femal, Community Enrichment Director										
<b>REPORT DATE</b> : 4/1/2024										
ADMINISTRATOR'S REVIEW / COMMENTS:										
No additional comments to this reportMEM										
See additional comments attached										

### **EXPLANATION:**

The Sunset Beach Splashpad project started with designing construction documents led by Parkitecture + Planning in 2023 with the intention of 2024 implementation/construction. Construction documents were completed and open for bid with four companies submitting. Peters Construction Company is the low bidder. *See attached bid tab.* 

### **FUNDING:**

This is a budgeted expense included in the 2024-2028 CIP as Sunset Beach Splash Pad (PR-23-02) with multiple funding sources contributing towards project costs. Costs accrued thus far concerning Parkitecture + Planning's work have been expensed to the Parks Improvement Trust Fund. Funding source recommendations are based on CIP Budget and already expended funds.

\$ 80,000.00 Park Impact Fee Trust 101-5700-913 (budget is \$80,000) \$107,853.75 Park Improvement Trust Fund 101-5700-912 (budget is \$125,000) \$ 60,986.56 Room Tax Trust Fund 101-5700-915 (budget is \$100,000) \$248,840.31 Total

### **RECOMMENDED ACTION:**

Staff recommend awarding the contract for the Sunset Park Splashpad (#8941952), to the low bidder Peters Concrete Company, in the amount of \$248,840.31.

### **ATTACHMENTS:**

- 1. Sunset Park Splashpad Bid Tab
- 2. Recommendation of Bid Results Parkitecture + Planning
- 3. Notice of Award including Peters Contract, Bid Form, and Bid Bond

Sunset Park Splashpad (#8941952) Owner: Village of Kimberly Solicitor: Parkitecture + Planning 03/14/2024 10:30 AM CDT

				Enginee	Estimate		Peters Concrete Company		R&R Wash Materials, Inc.		Vinton Construction Company		Buteyn-Peterson Construction Company	
Section Tit Line It	tem Item Description	UofM	Quantity	Unit Pric			Unit Price	Extension		Extension	Unit Price	Extension	•	Extension
General	tem bescription	00111	Quantity	O.IIICT IIC	Extension		O.I.I.C.T.TICC	Extension	O I I I I I I I I I I I I I I I I I I I	Extension	Oille Fride	Extension	Oille Fride	Extension
Concrat	1 Mobilization	LS	1	\$12,00	0.00 \$12,000.0	0	\$25,500.00	\$25,500.00	\$18,000.00	\$18,000.00	\$27,500.00	\$27,500.00	\$40,000.00	\$40,000.00
	2 Erosion Control	LS	1	\$3,00	0.00 \$3,000.0	0	\$3,750.00	\$3,750.00	\$2,500.00	\$2,500.00	\$3,900.00	\$3,900.00	\$5,000.00	\$5,000.00
	3 Demolition	LS	1	\$4,50	0.00 \$4,500.0	0	\$5,318.00	\$5,318.00	\$9,300.00	\$9,300.00	\$3,000.00	\$3,000.00	\$6,500.00	\$6,500.00
	4 Earthwork	LS	1	\$8,00	0.00 \$8,000.0	0	\$9,600.00	\$9,600.00	\$33,650.00	\$33,650.00	\$10,600.00	\$10,600.00	\$50,000.00	\$50,000.00
	5 Dense Graded Basecourse	TON	619	\$2	0.00 \$12,380.0	0	\$0.10	\$61.90	\$23.00	\$14,237.00	\$32.31	\$19,999.89	\$30.00	\$18,570.00
	6 Concrete Pavement - 4"	SF	3435	\$:	0.00 \$34,350.0	0	\$9.00	\$30,915.00	\$8.33	\$28,613.55	\$8.05	\$27,651.75	\$9.05	\$31,086.75
	7 Concrete Pavement - 6" Rein	fc SF	163	\$:	3.00 \$2,119.0	0	\$10.25	\$1,670.75	\$9.70	\$1,581.10	\$15.00	\$2,445.00	\$15.00	\$2,445.00
	8 Concrete Pavement - 6" Colo	n SF	2011	\$:	3.00 \$36,198.0	0	\$18.00	\$36,198.00	\$18.03	\$36,258.33	\$15.50	\$31,170.50	\$18.99	\$38,188.89
	9 4" Storm Sewer	LF	34	\$3	5.00 \$1,190.0	0	\$62.10	\$2,111.40	\$50.00	\$1,700.00	\$57.00	\$1,938.00	\$115.00	\$3,910.00
	10 8" Storm Sewer	LF	46	\$!	5.00 \$2,530.0	0	\$82.00	\$3,772.00	\$63.00	\$2,898.00	\$80.00	\$3,680.00	\$165.00	\$7,590.00
	11 12" Storm Sewer	LF	61	\$6	5.00 \$3,965.0	0	\$84.95	\$5,181.95	\$65.00	\$3,965.00	\$87.00	\$5,307.00	\$135.00	\$8,235.00
	12 Storm Sewer Structures	EA	2	\$5,50	0.00 \$11,000.0	0	\$4,000.00	\$8,000.00	\$3,750.00	\$7,500.00	\$4,940.00	\$9,880.00	\$4,650.00	\$9,300.00
	13 Water Lateral - 4"	LF	234	\$6	0.00 \$14,040.0	0	\$70.35	\$16,461.90	\$64.50	\$15,093.00	\$68.00	\$15,912.00	\$125.00	\$29,250.00
	14 Watermain Service Connecti	o LS	1	\$6,50	0.00 \$6,500.0	0	\$7,105.00	\$7,105.00	\$12,950.00	\$12,950.00	\$7,779.00	\$7,779.00	\$10,000.00	\$10,000.00
	15 Electric Service Connection	LS	1	\$5,00	0.00 \$5,000.0	0	\$3,500.00	\$3,500.00	\$6,475.00	\$6,475.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
	16 Water Feature Equipment an	d LS	1	\$55,00	0.00 \$55,000.0	0	\$68,072.41	\$68,072.41	\$47,000.00	\$47,000.00	\$74,500.00	\$74,500.00	\$85,000.00	\$85,000.00
	17 7' Chainlink Fencing	LF	158	\$!	5.00 \$8,690.0	0	\$63.00	\$9,954.00	\$66.00	\$10,428.00	\$63.00	\$9,954.00	\$63.00	\$9,954.00
	18 4' Gate	EA	1	\$2,00	0.00 \$2,000.0	0	\$448.00	\$448.00	\$475.00	\$475.00	\$448.00	\$448.00	\$448.00	\$448.00
	19 10' Gate	EA	2	\$3,00	0.00 \$6,000.0	0	\$860.00	\$1,720.00	\$900.00	\$1,800.00	\$860.00	\$1,720.00	\$860.00	\$1,720.00
	20 Restoration	LS	1	\$6,00	0.00 \$6,000.0	0	\$9,500.00	\$9,500.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00
Base Bid Total:					\$234,462.0	0		\$248,840.31		\$264,423.98		\$268,385.14		\$387,197.64

### Sunset Park Splashpad Recommendation of Bid Results

March 15, 2024

Holly Femal Community Enrichment Director Village of Kimberly 426 W. Kimberly Ave Kimberly, WI 54136



Dear Holly:

This memo is in reference to the bid opening for the Sunset Park Splashpad that took place Thursday March 14, at 10:30 AM.

We have reviewed the four bids received and found all to be complete. Bids ranged from \$248,840.31 to \$387,197.64. Peters Concrete Company submitted the low bid of \$248,840.31. We have verified the scope of work and assumptions with them via phone call and have high confidence in their abilities to complete the scope of work. They have completed similar project scope for us in the past with excellent outcome.

Our opinion of probable cost for the base bid project was \$234,462.00. The low bid is approximately \$14,000 more than the OPC, we have studied the unit prices and find the results acceptable.

After reviewing the bid and available budget with Village staff, and discussions with the contractor, it is our opinion that the Village should accept the Peters Concrete base bid as received.

Please contact me if you have any questions.

Sincerely,

Blake Theisen, PLA, ASLA

Ble the

Principal

Parkitecture + Planning 901 Deming Way, Suite 201 Madison, WI 53717

E blake@parkitecture.org P 608.886.6808

### Sunset Park Splashpad

Notice of Award

March 21, 2024



Tom Jones Peters Concrete Company 1516 Atkinson Drive Green Bay, WI 54303

### Dear Tom:

This memo is in reference to the bid opening for the Sunset Park Splashpad that took place Thursday March 14, 2024 at 10:30 AM.

Four bids were received and the Village has selected Peters Concrete Company with a bid amount of \$248,840.31 for award of the project. The Village Board approved this action on April 1. Please accept this as your notice of award.

At your earliest convenience, please prepare your list of sub-contractors, a tentative schedule, and payment and performance bond forms for the project. The contract has been prepared reflecting the above bid amount and is accompanied by this notice. Please return 3 signed copies to the Village within 15 days of receipt of this NOA. Should Peters Concrete elect to abandon your bid, the Village will declare your Bid Bond forfeited.

On behalf of the Village of Kimberly and Parkitecture, we look forward to working with you on a great project.

Please contact me if you have any questions.

Sincerely,

Blake Theisen, PLA, ASLA Principal

Parkitecture + Planning 901 Deming Way, Suite 201 Madison, WI 53717

E blake@parkitecture.org P 608.886.6808

Authorized by:

\_\_\_\_\_ Village of Kimberly

### **SECTION 4**

### CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is dated as of the <u>1st</u> day of <u>April</u> in the year <u>2024</u> by and between <u>Village of</u>

Kimberly (Owner) and Peters Concrete Company (Contractor).

Owner and Contractor hereby agree as follows:

### ARTICLE 1 - THE WORK

#### 1.1 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
  - 1. Project: Sunset Park Splashpad
  - 2. Scope of Work: The project scope includes but not limited to: demolition, erosion control, earthwork, underground plumbing, concrete paving, water feature installation, and site restoration.

### **ARTICLE 2 - CONTRACT DOCUMENTS**

### 2.1 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and A/E. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents (plans and specifications) are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the A/E. A/E will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. A/E will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by A/E or its consultants.

#### 2.2 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
  - 1. This Contract (pages 1 to 8, inclusive).
  - 2. Performance bond (pages 1 to 3, inclusive), plus attachments.

- 3. Payment bond (pages  $\underline{1}$  to  $\underline{3}$ , inclusive), plus attachments.
- 4. Special Provisions (pages <u>SP-1</u> to <u>SP-8</u>, inclusive).
- 5. Drawings (not attached but incorporated by reference) consisting of 24 sheets as listed in the Drawing Sheet Index.
- 6. Addenda (numbers <u>1</u> to <u>3</u>, inclusive).
- 7. Exhibits to this Contract (enumerated as follows):
  - a. Contractor's Bid (pages <u>1</u> to <u>2</u>, inclusive).
- 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
  - a. Work Change Directives.
  - b. Change Orders.
  - c. Field Orders.

### ARTICLE 3 - A/E

- 3.1 A/E
  - A. The A/E for this Project is Parkitecture + Planning, 901 Deming Way, Suite 201, Madison, WI 53717.
  - B. The term ENGINEER is used in the standard language of the General Conditions to represent the A/E referred to hereunder.

### **ARTICLE 4 - CONTRACT TIMES**

- 4.1 Contract Times
  - A. Construction may commence on or about April 20, 2024.
  - B. The Work will be substantially completed on or before August 16, 2024.
- 4.2 Liquidated Damages
  - A. None.
- 4.3 Delays in Contractor's Progress
  - A. If Owner, A/E, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
  - B. Refer to Article 4 of the General Conditions for additional terms and requirements.

### ARTICLE 5 - CONTRACT PRICE

- 5.1 Payment
  - A. Owner shall pay Contractor in accordance with the Contract Documents at the unit price for each unit of Work as stated in Contractor's Bid Schedule, which is attached to this Contract as an exhibit.
    - 1. The initial Contract Price based on the estimated quantities of work listed in the Bid Schedule is \$ 248,840.31.

2. The final Contract Price will be determined by multiplying each unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the A/E.

### **ARTICLE 6 - BONDS AND INSURANCE**

#### 6.1 Bonds

A. Refer to Article 6 of the General Conditions for terms and requirements.

#### 6.2 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
  - 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
    - a. Workers' Compensation:

	State:	Statutory
	Employer's Liability:	
	Bodily Injury, each Accident	\$ _100,000
	Bodily Injury By Disease, each Employee	\$ _100,000
	Bodily Injury/Disease Aggregate	\$ 500,000
b.	Commercial General Liability:	
	General Aggregate	\$ 1,000,000
	Products - Completed Operations Aggregate	\$ _2,000,000
	Personal and Advertising Injury	\$ _500,000
	Each Occurrence (Bodily Injury and Property Damage)	\$ _500,000
c.	Automobile Liability:	
	Bodily Injury and Property Damage Combined Single Limit of	\$ 1,000,000
d.	Excess or Umbrella Liability:	
	Per Occurrence	\$ _3,000,000
	General Aggregate	\$ _3,000,000

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
  - 1. Products and completed operations coverage maintained for three years after final payment;
  - 2. Blanket contractual liability coverage to the extent permitted by law;
  - 3. Broad form property damage coverage; and
  - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, and umbrella or excess liability policies shall include and list Owner and A/E and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

### **ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES**

- 7.1 Supervision and Superintendence
  - A. Refer to Article 8 of the General Conditions for terms and requirements.
- 7.2 Other Work at the Site
  - A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - B. Refer to Article 8 of the General Conditions for additional terms and requirements.
- 7.3 Quality Management
  - A. Contractor is fully responsible for managing quality to ensure Work is completed in accordance with the Contract Documents.
- 7.4 Licenses. Fees and Permits
  - A. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.
- 7.5 Record Documents
  - A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to A/E upon completion of the Work.

- 7.6 Shop Drawings, Samples, and Other Submittals
  - A. Refer to Article 7 of the General Conditions for terms and requirements.
- 7.7 Warranties and Guarantees
  - A. Refer to Article 6 of the General Conditions for terms and requirements.
- 7.8 Correction Period
  - A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

### 7.9 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and A/E, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

#### **ARTICLE 8 - OWNER'S RESPONSIBILITIES**

- 8.1 Owner's Responsibilities
  - A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through A/E.
  - B. Owner shall make payments to Contractor as provided in this Contract.
  - C. Owner shall provide Site and easements required to construct the Project.
  - D. Refer to Article 9 of the General Conditions for additional terms and requirements.

### ARTICLE 9 - A/E'S STATUS DURING CONSTRUCTION

- 9.1 A/E's Status
  - A. A/E will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of A/E as Owner's representative during construction are set forth in this Contract.
  - B. Neither A/E's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by A/E in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by A/E, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by A/E to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
  - C. Refer to Article 10 of the General Conditions for additional terms and requirements.

#### ARTICLE 10 - CLAIMS AND DISPUTE RESOLUTION

#### 10.1 Claims Process

A. Refer to Article 12 of the General Conditions for terms and requirements.

### ARTICLE 11 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

11.1 Refer to Article 14 of the General Conditions for terms and requirements.

### **ARTICLE 12 - PAYMENTS TO CONTRACTOR**

### 12.1 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to A/E. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

### 12.2 Applications for Payments:

A. Contractor shall submit an application for payment in a form acceptable to the A/E, no more frequently than monthly, to A/E. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

### 12.3 Retainage

- A. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
  - 1. <u>95</u> percent of the Work completed (with the balance being retainage); and
  - 2. <u>95</u> percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - 3. At 50 percent completion, no additional amounts will be retained unless A/E certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 50 percent completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event will total retainage be more than 10 percent of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to <u>98</u> percent of the Contract Price (with the balance being retainage), less such amounts set off by Owner pursuant to Paragraph 14.4.C, and less A/E's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 12.4 Review of Applications

A. Refer to Article 15 of the General Conditions for terms and requirements.

### 12.5 Substantial Completion

- A. All Contract work shall be substantially complete by 8/16/2024 .
- B. The Contractor shall notify Owner and A/E in writing that the Work is substantially complete and request the A/E issue a certificate of substantial completion when Contractor considers

the Work ready for its intended use. Contractor shall at the same time submit to Owner and A/E an initial draft of punch list items to be completed or corrected before final payment.

- C. Refer to Article 15 of the General Conditions for additional terms and requirements.
- 12.6 Final Inspection
  - A. Refer to Article 15 of the General Conditions for terms and requirements.
- 12.7 Final Payment
  - A. Refer to Article 15 of the General Conditions for terms and requirements.

### ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION

13.1 Refer to Article 16 of the General Conditions for terms and requirements.

### **ARTICLE 14 - CONTRACTOR'S REPRESENTATIONS**

- 14.1 Contractor Representations
  - A. Contractor makes the following representations when entering into this Contract:
    - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
    - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Siterelated reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
      - a. The cost, progress, and performance of the Work;
      - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
      - c. Contractor's safety precautions and programs.
    - 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
    - 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
    - Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.
    - 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

	9.		exception, all prices in	n incontrovertible representation by n the Contract are premised upon e Contract Documents.
INI \Y/ITNIES	ς \ <b>\</b> /μ	HEREOF, Owner and Contracto	or have signed this Cont	tract
	act wi	rill be effective as of the date f	_	of the Contract (which is the Effective
OWNER: V	ïllage	e of Kimberly	CONTRACTOR	R: Peters Concrete Company
Ву:			By:	
Title:			Title:	
_				is a corporation, a partnership, or a attach evidence of authority to sign.
Attest: _			Attest:	
Title: _			Title:	
Address fo	r givir	ng notices:	Address for given	ving notices:
			License No.:	
				(where applicable)

### **SECTION 2**

### **BID FORM**

The following bid proposal indicates an agreement on behalf of the Bidder to complete work required to fulfill the project scope as outlined in the plans and specifications for the unit prices specified herein for the following project:

### Sunset Park Splashpad

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

Three Addendums Acknowledged

Bid proposals shall remain valid for up to 60 days after date of the bid opening. Upon notice of award, bidder shall complete required Bond Forms and insurance documents. A copy shall be provided to the A/E for review prior to execution by the OWNER.

The OWNER shall consider all factors and act in their best interest when considering the lowest responsible bidder for the project.

The scope of work as outlined in the plans and specifications shall be substantially completed by Friday August 16, 2024.

The signature(s) of the bidding entity shall confirm that the Bidder has reviewed all pertinent documents and existing site conditions, fully reviewed the scope of the project, and understands the overall nature of the work.

Any questions regarding the following items shall have been sufficiently raised and resolved with the A/E and/or OWNER prior to bidding. Any clarifications and responses provided by the A/E and/or OWNER shall only be binding if issued in writing via addenda.

Signature below must be completed by an officer of the bidding entity who shall be authorized to bind said entity into contractual agreements.

Triple P Inc. dba Peters Concrete Company, 1516 Atkinson Dr., Gree	n Bay, Wl 54303
Name & Address of Bidder 920-494-3700 duke@petersconcrete.com	MINIPLE
Contact Phone & Email Corporation	CORPORA
Type of Entity (Corporation, LLC, etc)	
conducting business in the State of	OEAL/
- Aun Plus	CONSINATION
Signature James Peters Jr., Vice President	
	William Ville
NOTARY	Self Wassesson Co.
Signature Tamas G. Desaut	SAY AND TANK DE
Sworn and subscribed to me on this <sup>March 14th</sup> day of 2024.	E NOTARY
Name and Title Tammy A. Besaw, Project Manager Assistant	Eg PUBLIC !
Expiration of Commission 6/24/24	The same of the sa
Section 2 - 1	OF WISCHIN

Sunset Park Splashpad (#8941952)

Owner: Village of Kimberly

Solicitor: Parkitecture + Planning

03/14/2024 10:30 AM CDT

				Peters Concrete C	Company
Section Til Line Ite	em Item Description	UofM	Quantity	Unit Price	Extension
General					
	1 Mobilization	LS	1	\$25,500.00	\$25,500.00
	2 Erosion Control	LS	1	\$3,750.00	\$3,750.00
	3 Demolition	LS	1	\$5,318.00	\$5,318.00
	4 Earthwork	LS	1	\$9,600.00	\$9,600.00
	5 Dense Graded Basecourse	TON	619	\$0.10	\$61.90
	6 Concrete Pavement - 4"	SF	3435	\$9.00	\$30,915.00
	7 Concrete Pavement - 6" Rein	fc SF	163	\$10.25	\$1,670.75
	8 Concrete Pavement - 6" Colo	rcSF	2011	\$18.00	\$36,198.00
	9 4" Storm Sewer	LF	34	\$62.10	\$2,111.40
	10 8" Storm Sewer	LF	46	\$82.00	\$3,772.00
	11 12" Storm Sewer	LF	61	\$84.95	\$5,181.95
	12 Storm Sewer Structures	EA	2	\$4,000.00	\$8,000.00
	13 Water Lateral - 4"	LF	234	\$70.35	\$16,461.90
	14 Watermain Service Connecti	o LS	1	\$7,105.00	\$7,105.00
	15 Electric Service Connection	LS	1	\$3,500.00	\$3,500.00
	16 Water Feature Equipment an	d LS	1	\$68,072.41	\$68,072.41
	17 7' Chainlink Fencing	LF	158	\$63.00	\$9,954.00
	18 4' Gate	EA	1	\$448.00	\$448.00
	19 10' Gate	EA	2	\$860.00	\$1,720.00
	20 Restoration	LS	1	\$9,500.00	\$9,500.00
Base Bid Total:					\$248,840.31

### **SECTION 3**

### **BID BOND**

Any singular reference to Bidder, Surety, Owner or other p applicable.	arty shall be considered plural where
BIDDER <i> Name and Address </i> ; Triple P, Inc. dba Peters Concre 1516 Atkinson Dr Green Bay, WI 54303-3748	te Company
SURETY <i>(Name and Address of Principal Place of Business)</i> :	West Bend Mutual Insurance Company 1900 South 18th Avenue West Bend, WI 53095
OWNER <i>(Name and Address)</i> : Village of Kimberly 515 W. Kimberly Avenue Kimberly, WI 54136	
BID Bid Due Date: March 14, 2024 Description <i> Project Name and Include Location </i> : Suns	set Park Splashpad
BOND Bond Number: NA Date <i>(Not earlier than Bid due date)</i> : March 14, 2024 Penal sum Five Percent of Bid Amount	\$ 5% bid amount
(Words) urety and Bidder, intending to be legally bound hereby, su	(Figures)
rause this Bid Bond to be duly executed by an authorized of	fficer, agent, or representative.
Bidder's Name and Corporate Seal  By:  Signature  James Peters Jr.  Print Name  Vice President	Seal (Seal)  Solution of Alberta Seal (Seal)  Signature (Attach Power of Alberta Seal (Seal)  Angelica M. Lopez  Print Name  Atternay in East
Title  Attest: Danger & Danger William Attest:	
Signature Tammy A. Besaw	Signature Christopher K. Hovden
Project Manager Assistant Title	Vice President - Surety Title
Note: Above addresses are to be used for giving any require parties, such as joint venturers, if necessary.	ed notice. Provide execution by any additional
EICDC C-430 Rid Bond /Penal S	Dan Dan A

- 1. Bidder and Surety, Jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder shall occur upon the fallure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner falls to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
- 7. Any sult or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



### THE SILVER LINING®

Bond	No.	2569900
		1

### **POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Angelica Lopez

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attect

Christopher C. Zungart

Christopher C. Zwygart

Secretary

State of Wisconsin County of Washington Kevin A. Steiner

Chief Executive Officer/President

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

OF WISCOME

Matthew E. Carlton Senior Corporate Attorney Notary Public, Washington Co., WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 14th day of

March

2024

Heather Dunn

Vice President - Chief Financial Offi

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.



# Village of Kimberly REQUEST FOR BOARD CONSIDERATION

<b>ITEM DESCRIPTION:</b> Sunset Park Splash Pad Equipment Purchase from Commercial Recreation Specialists in the amount of \$139,930.80
REPORT PREPARED BY: Holly Femal, Community Enrichment Director
<b>REPORT DATE:</b> 4/1/2024
ADMINISTRATOR'S REVIEW / COMMENTS:
No additional comments to this reportMEM
See additional comments attached
EVDI ANATIONI:

#### EXPLANATION:

Vortex Splash Pad equipment, distributed by Commercial Recreation Specialists, is the equipment that has been designed into the site specifications for the project. Quote #0024688 outlines the equipment planned for implementation as part of the project for a sum of \$139,930.80. The equipment qualifies for state contract pricing from MN State Swift Contract #218097.

**FUNDING:** This is a budgeted expenses in the 2024-2028 CIP as Sunset Beach Splash Pad (PR-23-02). After project design and construction costs there is \$39,013.44 remaining of Room Tax Fund budget for the project. Staff recommend approval of an additional \$100,917.36 of Room Tax Fund for a total of \$139,930.80 to be expended from the Room Tax Trust Fund 101-5700-915 for this project.

### **RECOMMENDED ACTION:**

Staff recommend approval of the purchase of Sunset Park Splash Pad Equipment from Commercial Recreation Specialists for the full amount of \$139,930.80.

### **ATTACHMENTS:**

- 1. Quote #0024688, Commercial Recreation Specialists
- 2. MN State Swift Contract #218097

Page:

1



Quote

**Quote Number:** 0024688 **Quote Date:** 3/19/2024

Commercial Recreation Specialists 807 Liberty Dr., Ste 101 Verona, WI 53593-9160 Ph: (877) 896-8442 Fx: (608) 848-8782 43-2046045

Bill To:

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

Ship To:
Sunset Park
Village of Kimberly
515 W. Kimberly Avenue
Kimberly, WI 54136

Customer ID	Customer PO Number	Sales Rep Name
VILLAGE OF KIMBERLY		Brian R Stracke
Valid Through	Shipping Method	Payment Terms
4/16/2024	BEST WAY	SEE BELOW

Item	Description    Vimborly Wissensin Vertex Enleghand Equipment	Quantity	Unit Cost	Amount
	Kimberly Wisconsin Vortex Splashpad Equipment			
	MN State Swift Contract #218097			
VO VOR-55000.0570	Safeswap No2	1.00	1,020.00	1,020.00
	Future Bobble No. 1			
VO VOR-105482-304L	Medium SafeSwap Spray Cap Kit	1.00	1,000.00	1,000.00
VO VOR-0611	Activator N°3	1.00	3,470.00	3,470.00
VO VOR-55000.0430	Safeswap No1	1.00	1,190.00	1,190.00
	Future Crab No. 1			
VO VOR-122967-304L	Large Safeswap Spray Cap Kit	1.00	1,000.00	1,000.00
VO VOR-0305	Directional Jet N°1	7.00	500.00	3,500.00
VO VOR-55000.0570	Safeswap No2	1.00	1,020.00	1,020.00
	Future Helio No. 3			
VO VOR-105482-304L	Medium SafeSwap Spray Cap Kit	1.00	1,000.00	1,000.00
VO VOR-7512.0000	Jet Stream No1	7.00	550.00	3,850.00
VO VOR-55000.0570	Safeswap No2	2.00	1,020.00	2,040.00
	Future Kite- Small (x2)			
VO VOR-105482-304L	Medium SafeSwap Spray Cap Kit	2.00	1,000.00	2,000.00
VO VOR-7234	Luna N°3	1.00	10,800.00	10,800.00
VO VOR-7776.2008	Silhouette No4	1.00	4,990.00	4,990.00
VO VOR-55000.0570	Safeswap No2	1.00	1,020.00	1,020.00
	Future Spiroo			
VO VOR-105482-304L	Medium SafeSwap Spray Cap Kit	1.00	1,000.00	1,000.00
VO VOR-7674.0000	Spidey Spray No2	3.00	860.00	2,580.00
VO VOR-7691	Sea Silhouette Octopus	1.00	26,990.00	26,990.00
VO VOR-7010	Water Jelly N°1	1.00	980.00	980.00

Continued

2



Quote

**Quote Number:** 0024688 **Quote Date:** 3/19/2024

Commercial Recreation Specialists 807 Liberty Dr., Ste 101 Verona, WI 53593-9160 Ph: (877) 896-8442 Fx: (608) 848-8782 43-2046045

Bill To :	
Village of Kimberly	
515 W. Kimberly Avenue	
Kimberly, WI 54136	
•	

hip To:
Sunset Park
Village of Kimberly
515 W. Kimberly Avenue
Kimberly, WI 54136

Customer ID	Customer PO Number	Sales Rep Name
VILLAGE OF KIMBERLY		Brian R Stracke
Valid Through	Shipping Method	Payment Terms
4/16/2024	BEST WAY	SEE BELOW

-				
Item	<u>Description</u>	Quantity	Unit Cost	Amount
/99999 SPLSHPD	Custom Vine Feature	1.00	10,830.00	10,830.00
/99999 SPLSHPD	Deck Drain	2.00	1,340.00	2,680.00
/DISCOUNT CA	MN State (CPV) Contract Discount  Kimberly CPV #544561  Equipment Subtotal after discount = \$81,300.80	1.00	1,659.20-	1,659.20-
/99999 SPLSHPD	Custom WDS Water Distribution System Serial Number: 36425D2103RC1 ECCC 2.0 Cabinet Command Center - Flow-Through No Cabinet Shell; Manifolds mounted on Unistrut Frame Single 3" Inlet, 3" Plumbing between Manifolds to be done on Site 1x 3" Pressure Regulator Provided; No Backflow Preventer Included Controller Remotely Located; wire harness 20' long 0 Additional Output 1 Activation Device  Manifold with 20x 1" PVC Solenoid Valve Line w/ Ball-Valve 1x MaestroPRO, Splashpad, 24 out / 12 in, 120V 1x AT&T LTE Cell Module	1.00	48,230.00	48,230.00

Continued

3



Commercial Recreation Specialists 2

•	
807 Liberty Dr., Ste 10	)1
Verona, WI 53593-91	60
Ph: (877) 896-8442 F 43-2046045	x: (608) 848-878

Bill To :
Village of Kimberly
515 W. Kimberly Avenue
Kimberly, WI 54136
•

	Qu	(	C	)	L	E

**Quote Number:** 0024688 Quote Date: 3/19/2024

Sunset Park Village of Kimberly 515 W. Kimberly Avenue Kimberly, WI 54136

Customer ID	Customer PO Number	Sales Rep Name
VILLAGE OF KIMBERLY		Brian R Stracke
Valid Through	Shipping Method	Payment Terms
4/16/2024	BEST WAY	SEE BELOW

Ship To:

Item	Description	Quantity	Unit Cost	Amount
POV 115X50X52 CABINET	Command Center Enclosure, 115"L x 52"W x 50"H, With Front & Rear Doors, Slopped Top From 50" to 53.4", Custom Color RAL1001 Beige	1.00	0.00	0.00
	*included in WDS price			
/99999 SPLSHPD	3" Backflow Preventer	1.00	0.00	0.00
	*Included in WDS price			
/99999 SPLSHPD	3" Y-Strainer	1.00	0.00	0.00
	*included in WDS price			
/FREIGHT	Freight and Packaging	1.00	10,400.00	10,400.00
	Notes:			
	* Above pricing does not include receiving, off-loading, storage or installation. Equipment sale only.  * Current manufacturing lead times are ~ 4 weeks for early embeds and ~ 8 weeks for features and mechanicals after receipt of order and all necessary items required for production purposes.  * Sales Tax will be added if a Tax-Exempt form, Resale Certificate, or Capitol Improvement form are not provided at the time of purchase.  **** Freight is based on current quoted rates and is subject to change. Actual freight fees will be reflected on the final invoice  * Equipment pricing is valid for 30 days			
	Terms:  ** Product to be Invoiced upon shipment. Due Net 30			

Note: This quote is valid for 30 days. Please review the above information carefully. It defines your as we understand it. If satisfactory, please sign and date below and fax to 608-848-8782, email back to your sales representative, or send a copy with your deposit to the address above. We will begin processing your order upon receipt of both your DEPOSIT AND APPROVAL SIGNATURE, per the terms indicated on your quote above. Additional surcharges may apply depending on final delivery address, actual delivery requirements and payment method. Please note that a 3% convenience fee may apply to credit card orders.

Order Total:	139,930.80
Sales Tax:	0.00
Freight:	0.00
Net Order:	139,930.00

120 020 00

Customer Acceptance:	 Date:	
cameron		

Quote



 Quote Number:
 0024688

 Quote Date:
 3/19/2024

Commercial Recreation Specialists 807 Liberty Dr., Ste 101 Verona, WI 53593-9160 Ph: (877) 896-8442 Fx: (608) 848-8782 43-2046045

Bill To:

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

#### Ship To:

Sunset Park Village of Kimberly 515 W. Kimberly Avenue Kimberly, WI 54136

#### Terms and Conditions

- 1. When Installation or site work is specified in the proposal or quote, site security is not included. The customer is responsible for ensuring security during the project when Commercial Recreation Specialists, Inc. is not present installing the specified system and immediately upon completion of the installation. In the event of vandalism or unexpected damage, Commer Recreation Specialists, Inc. reserves the right to charge the customer for repairs and/or replacement goods.
- 2. This proposal or quote may be withdrawn if not accepted within thirty (30) days of its issuance. Commercial Recreation Specialists, Inc. will consider reasonable revisions to this proposa included in the terms of a subcontract provided it accurately incorporates the terms and conditions of this proposal. A proposal or quote not accepted within thirty (30) days will be subject to price escalation for Installation materials, equipment, and freight. Commercial Recreation Specialists, Inc. reserves the right to adjust its quoted price if the terms of a related subcontract increase its costs or add to Commercial Recreation Specialists, Inc.'s administrative time of compliance.
- 3. When Installation or site work is specified in the proposal or quote, all work shall be performed according to industry standards. Areas in which Commercial Recreation Specialists, Inc. Installation Team will be working shall be free and clear of all debris and accessible to any/all equipment necessary to perform the proposed work. Commercial Recreation Specialists, In assumes the site is buildable and has suitable subsurface conditions to allow the proposed construction.
- 4. Unless waived in writing by Commercial Recreation Specialists, Inc., any changes to the scope of work, or the terms and conditions of this proposal shall be performed only after execution of a written change order.
- 5. Commercial Recreation Specialists, Inc. is not responsible for any delays due to strikes, accidents, weather, acts of God, and/or other delays beyond the control of Commercial Recreation Specialists, Inc. Commercial Recreation Specialists, Inc. is not responsible for any damages due to any of the above or similar causes outside of its control.
- 6. Commercial Recreation Specialists, Inc. is not responsible for receiving, off-loading, storage, installation, project management or coordination, piping, anchor bolts, concrete, surfacing, electrical, plumbing, bonding, bonding payment, geotechnical survey work, excavation, removal of existing materials, removal of debris and packaging material, site restoration, permits permit fees, stamped drawings or Health department approval unless otherwise specified in the above proposal or quote.
- 7. The Customer is responsible for inspecting all deliveries for damage, noting any damage on the bill of lading, and notifying Commercial Recreation Specialists, Inc. within one (1) day of receiving.
- 8. If applicable, sales tax has been included and will only be removed upon presentation of a Tax-Exempt form, Resale Certificate, or Capitol Improvement form. In the event any assertion of tax-exempt status is later denied by a taxing authority, the buyer will be responsible for the unpaid tax and any penalties and interest charges.
- 9. Freight shown is an estimate based on current quoted rates and is subject to change. Actual freight costs will be charged at the time of shipment and will be included on the final invoice applicable, the buyer is responsible for customs fees, duties, or taxes assessed by any port of entry.
- 10. When Installation or site work is specified in the proposal or quote, Commercial Recreation Specialists, Inc. is not responsible for private or public utility charges to locate services unless otherwise specified in the proposal or quote. Private and public utility efforts to locate services need to be completed and marked before Commercial Recreation Specialists, Inc. arrives site. Commercial Recreation Specialists, Inc. is not responsible for damage to or repair of unmarked utilities.
- 11. The Customer is responsible for ensuring the scope of work in the quote or proposal meets all local standards and codes and that all required approvals and permits have been obtained unless otherwise noted in the quote or proposal. This responsibility also extends to any changes requested.
- 12. Commercial Recreation Specialists, Inc. warrants all its labor and workmanship under the attached proposal's scope of work for a period of one (1) year from the date of substantial completion.
- 13. Any requested special or custom modifications and/or alterations made to products installed by Commercial Recreation Specialists, Inc. may void and null warranties provided by the manufacturer.



### COOPERATIVE PURCHASING AGREEMENT

Under the Authority of Minnesota Statutes § 16C.03, Subdivision 10 and Minnesota Statutes § 471.59, Subdivision 1

This Joint Powers Agreement is between the State of Minnesota, through its commissioner of Administration, Office of State Procurement ("Division") and

### VILLAGE OF KIMBERLY ("Authorized Entity").

Pursuant to Minn. Stat. § 16C.03, subd. 10, the Division acquires various supplies, commodities, equipment, and services for state agencies and governmental units (as defined in Minn. Stat. § 471.59, subd. 1) through competitive bidding or requests for proposals. The Division, through Minn. Stat. § 16C.11, and the Authorized Entity wish to combine their purchasing functions, as specifically provided below, so that the Authorized Entity may avail itself of the prices which have been agreed upon by the Division and its vendors.

The parties agree as follows:

- **1.** *Term.* This joint powers agreement will be effective on the date State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, and remains in effect until canceled by either party upon 30 days' written notice to the other party.
- **2. Services.** The Division will make its contracts for commodities and services, as listed on the State of Minnesota's Contract Index, available to the Authorized Entity.
- 3. Use of Division Contracts. To purchase commodities or services from the Division's contracts, the Authorized Entity must issue a purchase order in accordance with the terms and conditions of the Division's contracts and any requirements applicable to the Authorized Entity's governing body. The Authorized Entity must send purchase orders directly to the applicable vendor and will make payments directly to the vendor in accordance with its established procedures and terms of the Division's contract. The Authorized Entity will not use the goods available under the Division's contracts for the purposes of resale. The Authorized Entity must be the end user of the goods purchased.
- **4.** *Liability.* The Authorized Entity agrees that neither the Division nor its employees personally assume responsibility or liability for any amounts due or claimed to be due pursuant to any purchase order entered issued by the Authorized Entity. The Authorized Entity will indemnify, save and hold harmless the Division and its employees from any loss, damage or expense, including payment of attorney fees allowable by law, which arise or may arise from the Authorized Entity's use of this joint powers agreement and from any dispute or claim



arising from any transaction between the Authorized Entity and the Division's vendors, whether or not the loss, damage, dispute or claim arises during or after the period of this cooperative agreement. The Division's liability will be governed by the provisions of Minn. Stat. § 3.736.

STATE OF MINNESOTA

"Authorized Entity certifies that the appropriate person(s) have executed this cooperative agreement on behalf of the Authorized Entity as required by applicable articles, bylaws, resolutions or ordinances."	"By Delegation"
By: Guthofized Signature)	By: Jordan Table Market State Procurement
Community Enrichment Director	3-11-24 (Date)
515 W. Kimberly Arenue	Permit Number/Access Code:
Kimberly WI 54/36 (City) (State) (Zip)	544561
03/11/2024	OSP REC'D MAR11'24 AM10:03

VILLAGE OF KIMBERLY



# Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION:** Intergovernmental Agreement between Villages of Kimberly

and Combined Locks for Papermaker Pond project

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

**REPORT DATE:** April 1, 2024

### **EXPLANATION:**

The Village is moving forward with the Urban Non-Point Source & Stormwater Grant Program grant for the new stormwater pond located to the north of Sunset Beach.

The pond was named Papermaker Pond by the fourth grade class at Westside Elementary.

The costshare for the project is 50/50 with Combined Locks. This project is planned for construction in 2025 with a total project cost of \$850,000 and currently assumes receipt of the grant for \$200,000 and the remaining costs are split 50/50 with Combined Locks. It is in the 2024-2028 CIP as Sunset Drive – Stormwater Pond (SU-25-01)—the name will be updated in the 2025-2029 CIP.

Attached to this memo is the intergovernmental agreement with the Village of Combined Locks which notes that the Village of Kimberly will be the lead on the grant.

Combined Locks will consider this same agreement at their April 3<sup>rd</sup> Village Board meeting.

Two resolutions are also included on this agenda for consideration for the grant submission.

**RECOMMENDED ACTION:** Staff recommends approval of the intergovernmental agreement between the Village of Kimberly and Combined Locks for the Papermaker Pond project as presented.

### **ATTACHMENTS:**

1. Intergovernmental Agreement

# INTER-GOVERNMENTAL AGREEMENT between the VILLAGE OF KIMBERLY and the VILLAGE OF COMBINED LOCKS

This agreement is entered into on this day of Village of Combined Locks.	, 20, between the Village of Kimberly and the
WHEREAS, the Village of Kimberly and Village of Comb and Stormwater Construction Grant (the "Grant") from with a project name of "Papermaker Pond" and	nined Locks have applied for an Urban Non-Point Source the Wisconsin Department of Natural Resources ("DNR")
WHEREAS, the Village of Kimberly and Village of Comb	oined Locks desire to construct the "Papermaker Pond"

project for the purpose of reducing the discharge of sediment and phosphorus pollutants into the Fox River; and

WHEREAS, the local-share funds for the "Papermaker Pond" project are already included specifically in the Village of Kimberly and Village of Combined Locks' adopted budgets; and

**NOW, THEREFORE**, the parties agree as follows:

- 1. The Village of Kimberly & Village of Combined Locks endorse the Urban Non-Point Source and Storm Water Construction Grant and agree to each fund 50% of the local share of the Grant.
- 2. The **Village of Kimberly** will be responsible for the following activities:
  - Sign the Runoff Management Grant Agreement with the DNR.
  - Establish the Grant account

Village President

- a. Village of Kimberly's bank account will be used for this purpose.
- Negotiate, sign, and oversee professional services contract.
- Local development, approval, and submittal to DNR of grant products and final report.
- Manage Grant account including invoices, payments, and reimbursements.
  - a. The Village of Kimberly will be responsible for paying invoices, submitting DNR reimbursement requests, and handling DNR reimbursements.
  - b. The Village of Kimberly & Village of Combined Locks intend to utilize funds from their respective Stormwater Utilities to pay for the local share.
  - c. The Village of Combined Locks will reimburse the Village of Kimberly for any invoices paid.
  - d. The Village of Kimberly will reimburse the Village of Combined Locks for DNR reimbursements

Village President

Project records retention as required by s. NR 153.29, Wis. Adm. Code.

3. All projects listed in the grant application are to be completed by December 31, 2026.

Village of Kimberly	
	Village of Kimberly

# VILLAGE OF KIMBERLY OUTAGAMIE COUNTY, WI RESOLUTION NUMBER 4, SERIES OF 2024

# URBAN NON-POINT SOURCE & STORMWATER GRANT PROGRAM VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WISCONSIN

**WHEREAS**, the Village of Kimberly is interested in obtaining a Grant from the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban stormwater runoff pollution sources (as described in the application and pursuant to ss. 281.65 or 281.66, Wis. Stats., and chs. NR 151, 153 and 155); and

**WHEREAS**, a cost-sharing grant is required to carry out the project:

THEREFORE, BE IT RESOLVED, that Village of Kimberly

**HEREBY AUTHORIZES**, the Village Administrator to act on behalf of the Village of Kimberly to:

- Submit and sign an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Sign a grant agreement between the Village of Kimberly and the Department of Natural Resources;
- Submit reimbursement claims along with necessary supporting documentation;
- Submit signed documents: and
- Take necessary action to undertake, direct and complete the approved project.

**BE IT FURTHER RESOLVED** that the Village of Kimberly shall comply with all state and federal laws, regulations and permit requirements pertaining to implementation of this project and to fulfillment of the grant document provisions.

Adopted this 1st day of April, 2024.

I hereby certify that the foregoing resolution was duly adopted by the Kimberly Village Board at a legal meeting on this 1st day of April, 2024.

Charles A. Kuen, Village President
ATTEST:
Jennifer Weyenberg, Village Clerk

# VILLAGE OF KIMBERLY OUTAGAMIE COUNTY, WI RESOLUTION NUMBER 5, SERIES OF 2024

# URBAN NON-POINT SOURCE & STORMWATER GRANT PROGRAM VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WISCONSIN

**WHEREAS**, the Wisconsin DNR has determined that excessive sediment and phosphorus are impacting surface water quality and designated uses for the Lower Fox River; and

**WHEREAS**, the Wisconsin DNR developed a Total Maximum Daily Load (TMDL) for excess sediment and phosphorus for the Lower Fox River; and

**WHEREAS**, the Village of Combined Locks and Village of Kimberly desire to jointly construct Papermaker Pond in order to help reduce excess sediment and phosphorus discharging into the Lower Fox River; and

**WHEREAS**, the Papermaker Pond project will assist landowners and the two Villages with NR 216 Stormwater Permit compliance; and

**WHEREAS**, the Village conducted public education and outreach activities with landowners located in the immediate project area and the Village discussed the Papermaker Pond project during a Village Board meeting; and

**WHEREAS**, the local-share funds for the Papermaker Pond project are already included specifically in the Village's adopted budget and the Village has included the project's anticipated costs in its adopted Capital Improvement Plan; and

**NOW THEREFORE BE IT RESOLVED**, that the Village of Kimberly hereby supports submittal of an Urban Non-Point Source & Storm Water (UNPS&SW) Construction Grant Application to the Wisconsin Department of Natural Resources (DNR) for the Papermaker Pond project.

Adopted this 1st day of April, 2024.

Charles A. Kuen, Village President
ATTEST:
Jennifer Weyenberg, Village Clerk



To: Village Board of Trustees

From: Daniel M. Meister – Chief of Police

Date: March 28, 2024

Re: Fox Valley Metro Police Department Monthly

Report – April 2024

## **New and Noteworthy**

#### **PERSONNEL**

Metro Anniversaries for April:

Lieutenant Mark Ulman – 25 years Officer Philip Serres - 16 years Officer Jason Seavey – one year

Police Clerk Fran Diedrick is retiring May 1st. Fran has been with Metro for 18 years.

### **HIRING**

The department has given a conditional offer of employment to a police officer candidate, and they have accepted. The candidate will be required to pass a physical exam, drug testing and a psychological evaluation before they can be given a final offer of employment.

The department received 12 applications for the open, full-time police clerk position and 12 applications for the open, full-time Administrative Manager position. Interviews will be conducted in the coming weeks.

#### **TRAINING**

Sworn officers are training in annual firearms qualification and Defense and Arrest Tactics (DAAT) as part of their annual recertification training requirements.

Members of the command staff attended employee wellness training on March 21<sup>st</sup>. The training was presented by Kent Williams, founder of *Breach Point* training for law enforcement.

### **Training topics included:**

- Removing frustrations for law enforcement
- The potential caustic effects of high-performance
- Understanding the consequences of police perspectives
- The impact of control and trust dynamics on your attitude
- Self-motivation and wellness

### **FLEET**

The new 2024 squad car is in production and should be arriving in a few weeks.

# **Monthly Activity**

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

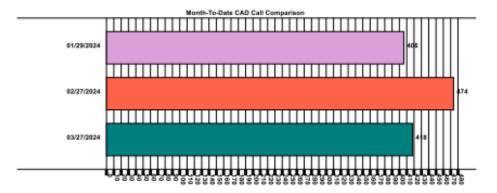


### Month-To-Date CAD Received Calls

	02/28/2024	01/30/2024	1 mo %	01/01/2024	2 mo %
Call Nature	to 03/27/2024:	to 02/27/2024:	change:	to 01/29/2024:	change:
911 Misdial	11	39	-71.8%	21	-47.6%
Abdominal A-Adam Response	1	0	N/A	0	N/A
Accident in a Parking Lot	3	4	-25.0%	2	50.0%
Accident with Scene Safety	0	0	N/A	2	-100.0%
Animal Bite	0	1	-100.0%	0	N/A
Animal Call	9	10	-10.0%	6	50.0%
Assist Citizen or Agency	25	20	25.0%	18	38.9%
Back Problem A-Adam Response	1	1	0.0%	1	0.0%
Back Problem C-CharlesResponse	0	0	N/A	1	-100.0%
Bicycle Stop	0	2	-100.0%	0	N/A
Bleeding A-Adam Response	0	1	-100.0%	0	N/A
Bleeding B-Boy Response	2	0	N/A	0	N/A
Breathing Problem C-Charles	1	1	0.0%	2	-50.0%
Breathing Problem D-David	0	4	-100.0%	3	-100.0%
Business Check	0	0	N/A	1	-100.0%
Carbon Monoxide Alarm	1	1	0.0%	0	N/A
Chest Complaint C-Charles	0	1	-100.0%	0	N/A
Chest Complaint D-David	1	1	0.0%	3	-66.7%
Choking A-Adam Response	1	0	N/A	0	N/A
Civil Matter Assist	0	0	N/A	1	-100.0%
Civil Process	2	3	-33.3%	6	-66.7%
Crime Prevention	16	16	0.0%	10	60.0%
Damage to Property	0	4	-100.0%	1	-100.0%
Diabetic Issue C-Charles	1	0	N/A	0	N/A
Disturbance	2	5	-60.0%	6	-66.7%
Domestic Disturbance	0	1	-100.0%	3	-100.0%
Drug Complaint	0	0	N/A	1	-100.0%
Emergency Committal	0	0	N/A	1	-100.0%
Fainting A-Adam	1	0	N/A	0	N/A
Fainting C-Charles	0	1	-100.0%	0	N/A
Falls A-Adam Response	5	3	66.7%	4	25.0%

Falls B-Boy Response	6	2	200.0%	2	200.0%
Falls D-David Response	0	3	-100.0%	2	-100.0%
Fire Alarm Commercial	1	2	-50.0%	2	-50.0%
Fire Alarm Residential	0	0	N/A	1	-100.0%
Fire Unauthorized Burning	0	1	-100.0%	0	N/A
Fire Vegetation or Grass	1	0	N/A	0	N/A
Follow Up	9	9	0.0%	8	12.5%
Fraud Complaint	5	4	25.0%	1	400.0%
Harassment	8	2	300.0%	3	166.7%
Hazard in Roadway	2	1	100.0%	4	-50.0%
Heart Problem C-Charles	1	0	N/A	0	N/A
Heart Problem D-David	1	0	N/A	1	0.0%
Jail GPS Checks	1	3	-66.7%	11	-90.9%
Juvenile Complaint	6	3	100.0%	0	N/A
K9 Assist	0	0	N/A	1	-100.0%
Law Alarms - Burglary Panic	3	4	-25.0%	3	0.0%
Lost or Found Valuables	7	1	600.0%	3	133.3%
Medical Assistance No Injury	13	4	225.0%	6	116.7%
Medical Pre-Alert	4	9	-55.6%	2	100.0%
Motorist Assist	5	3	66.7%	9	-44.4%
Noise Complaint	0	0	N/A	2	-100.0%
Ordinance Violation	12	15	-20.0%	11	9.1%
Overdose D-David	0	1	-100.0%	0	N/A
PNB E-Edward Response	0	1	-100.0%	0	N/A
Parking Enforcement	11	12	-8.3%	7	57.1%
Parking Request	1	0	N/A	0	N/A
Reckless Driving Complaint	4	4	0.0%	5	-20.0%
Residence Lockout	1	0	N/A	0	N/A
Runaway Juvenile	2	1	100.0%	5	-60.0%
Scam	1	1	0.0%	1	0.0%
School Safety	42	35	20.0%	35	20.0%
Seizure C-Charles Response	0	1	-100.0%	0	N/A
Seizure D-David Response	1	0	N/A	1	0.0%
Sex Offense	0	1	-100.0%	1	-100.0%
Sick A-Adam	3	4	-25.0%	3	0.0%
Sick C-Charles	4	3	33.3%	3	33.3%
Sick D-David	1	1	0.0%	0	N/A
Stroke C-Charles	2	5	-60.0%	0	N/A
Structure Fire Smoke or Flame	0	2	-100.0%	0	N/A
Suspicious Incident	12	23	-47.8%	10	20.0%
Suspicious Person	4	2	100.0%	3	33.3%

Suspicious Vehicle	7	8	-12.5%	9	-22.2%
Theft Complaint	2	3	-33.3%	2	0.0%
Traffic Enforcement	17	7	142.9%	5	240.0%
Traffic Stop	98	130	-24.6%	96	2.1%
Transport	0	0	N/A	1	-100.0%
Trespassing	2	0	N/A	2	0.0%
Unconscious D-David	1	1	0.0%	1	0.0%
Unlocked or Standing Open Door	4	1	300.0%	0	N/A
Vehicle Accident	11	6	83.3%	18	-38.9%
Vehicle Lockout	2	4	-50.0%	4	-50.0%
Violation of Court Order	1	3	-66.7%	1	0.0%
Wanted Person or Apprehension	1	1	0.0%	3	-66.7%
Weapon Violation	0	1	-100.0%	0	N/A
Welfare Check	15	26	-42.3%	24	-37.5%
Wire Down	0	1	-100.0%	1	-100.0%





# Department Report

To: Village Board

From: Greg Ulman | Director of Public Works/Zoning Administrator

Date: April 1, 2024

Re: Public Works Monthly Report

### **HIGHLIGHTS FOR MARCH**

- Street Crews have been removing trees along 441 in the railroad vision triangle to meet guidelines involving our upcoming trail project, as well as removing trees which would be inside our trail on Kennedy Ave.
- Street crews responded to two winter events in March, both events required only salting because of the warm pavement temperatures.
- Linda St. sanitary sewer relay replacement has finished with gravel in the trench. Once the soil has settled, we will pave the trench with asphalt in fall.
- The Street/Parks facility State plan review is scheduled for April 25<sup>th</sup> and the thought is to issue the bids the week of April 9<sup>th</sup> and have the bids will be due on May 9<sup>th</sup>. All these dates are subject to change. The staff still haven't received specs from the lift manufacturer.
- Mike Pickett was promoted to Streets Lead and is doing a fantastic job.
- Street trees were ordered from Leaves Inspired, we will be planting roughly 85 trees in the Rivers Edge Subdivision, Sunset Dr, as well as other various areas in the Village.
- The street sweeper swept the entire Village in mid-March.
- The crew stump ground 7 tree stumps as well as trimmed numerous trees around the Village in March.
- We had a large turnout for the Welhouse/Curtain Ave reconstruction project at the Public Information Meeting as well as the Public Hearing.

## **TOP PRIORITIES FOR APRIL**

- Clear trash around storm water ponds.
- Continue to trim and remove trees.
- Street Trees will arrive April 18th.
- Work with McMahon to ensure the project at Bob's Heating and Cooling is connected properly to our utility system.
- Staff will be purchasing the intersection signals for Lincoln and Maes to ensure that shipments will arrive by fall.

## **UPCOMING EVENTS**

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

Month		Cost/ton	\$54.00						_				\$56.00			\$36.00					
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	\$0.00 Solid Waste Summary																				
DATE	Ticket#	TRUCK	Automated Garbage Weight	COST	Business & Parks Dumpster Collection Weight	С	OST	Large Item Collection Weight		COST	Sweepings Weight		COST	Yard Waste Weight		COST	Tires Weight - Free Collection	Streets, Library, Complex Recycle Weight - No Charge	Estimated Leaves Collected - Yards	Tot	tal Cost
03/01/24	858002	38		\$		\$	-		\$	-		\$	-	6800	\$	122.40				\$	122.40
03/01/24	858027	38		\$		\$	-		\$	-		\$	-	6260	\$	112.68				\$	112.68
03/01/24	858083	38		\$		\$			\$			\$	-	6400	\$	115.20				69	115.20
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	March Building Permit & Fees Report								
Pern	nit Category		Monthly Su	mmary					
Category Prefix	Category Name	Value	Fees Collected Acct 01- 44300-00	Number of Permits / Structures	Number Dwelling Units				
		ial Building							
100	New Single Family	\$730,000.00	\$225.00	1	1				
110	New Two Family	\$0.00	\$0.00	0	0				
120	New Multi-Family	\$0.00	\$0.00	0	0				
130 140	Residential Additions New Accessory Buildings	\$5,000.00 \$4,255.00	\$75.00 \$15.00	1	0				
141	Addn Accessory Bldg	\$0.00	\$0.00	0					
150	Interior Alterations	\$20,175.33	\$120.00	3					
151	Exterior Alterations	\$25,600.00	\$60.00	2					
160	Decks/Patios	\$0.00	\$0.00	0					
170	Fences	\$29,724.43	\$105.00	7					
180	In-Ground Pools	\$0.00	\$0.00	0					
181	Above Ground Pools	\$0.00	\$0.00	0					
190	Raze Residential	\$0.00	\$0.00	0					
Sub-Total R	esidential Building	\$814,754.76	\$600.00	15	1				
		ndustrial Building							
200	New Buildings	\$0.00	\$0.00	0					
210	Additions	\$0.00	\$0.00	0					
220	Interior Alterations	\$50,000.00	\$75.00	1					
221	Exterior Alterations	\$0.00	\$0.00	0					
230	Signs	\$0.00	\$0.00 \$0.00	0					
	Raze Com'l/Ind ercial/Industrial Building	\$0.00 <b>\$50,000.00</b>	\$0.00 <b>\$75.00</b>	0 1					
Sub-Total Collina		ectric	\$75.00						
300	Residential Services	\$52,000.00	\$750.00	5					
310	Residential Alterations	\$2,900.00	\$59.00	2					
320	Commercial/Industrial Services	\$0.00	\$0.00	0					
	Commercial/Industrial	70.00	70.00						
321	Alterations	\$0.00	\$0.00	0					
Sub-1	Total Electric	\$54,900.00	809	7					
	н	VAC							
400	Residential Heating	\$0.00	\$0.00	0					
401	Residential AC	\$0.00	\$0.00	0					
402	Residential - Both	\$15,000.00	\$46.00	1					
410	Com'l & Ind Heating	\$0.00	\$0.00	0					
411	Com'l & Ind AC	\$0.00 \$691,462.00	\$0.00	0					
412			\$1,085.00	1					
420 Sub	Total HVAC	\$0.00 <b>\$706,462.00</b>		<u>0</u>					
Sub-		mbing	31,131.00						
500	Residential Laterals	\$101,478.48	\$605.00	3					
501	Residential Alterations	\$9,634.00	\$75.00	2					
510	Com'l & Ind Laterals	\$0.00	\$0.00	0					
511	Com'l & Ind Alterations	\$18,400.00	\$70.00	2					
512	Other	\$0.00	\$0.00	0					
Sub-To	otal Plumbing	\$129,512.48	\$750.00	7					
Per	mit Totals	\$1,755,629.24	\$3,365.00	32	1				
			Fees	Number					
	Miscellaneous Fees		Collected	Number					
	UDC Seals		\$35.00 \$500.00	1					
	Parkland Dedication Fee			1					
	Grade Fee								
	VoK Sanitary Sewer Connection Fee								
	HOVMSD Sanitary Sewer Connection F			1					
	Storm Water - Erosion Control Perr Admin Fee	IIItS	\$0.00 \$0.00	0					
	Erosion		\$0.00	0					
	Storm Sewer Fee		\$0.00	0					
	Total Miscellaneous Fees								
	Total All Fees		\$2,925.00 \$6,290.00						
			, .,						



# Department Report

To: Village Board

From: Holly Femal | Community Enrichment Director

Date: April 1st, 2024

Re: Community Enrichment Director's Report

### **MARCH HIGHLIGHTS**

### **PARKS**

- The bleacher replacement project at the youth diamond in Sunset Park is completed. Installation went smoothly and the new bleachers match the remainder of the park's upper area inventory.
- Parks staff continue tree removal and stump restoration in preparation for Arbor Day 2024.
- Parks staff have been working on site restoration throughout the parks as a result of plow operations damages to turf. Other turf work included rolling ball field surfaces before the first schedule game of the season 4/2/24 weather permitting.
- Parks staff began the process of "turning the water on" with the water meter reinstall process occurring in Sunset Park first at Shelter #1, Upper Diamond, and Baseball Diamond. With the lower diamond, Roosevelt, Verhagen, and Sunset Beach to follow later in April.
- Papermill Run Trail Updates:
  - Engineer Warner and Director Femal have visited the project for several meetings. An initial analysis was completed by village staff and the village engineer to determine a list of deficiencies with the railing installation. A follow up meeting was had with the team from MCC and the railing company in which a process and final product plan was discussed and mutually agreed upon. Meetings were held 2/26/24 and 3/1/24. At the conclusion of the 3/1/24 meeting a verbal commitment of 3 weeks to complete the project was given by the railing company with a plan for site restoration to follow immediately provided by the MCC team. 3 weeks have passed since that meeting and the project does not meet the villages nor the engineer's requirements for completion. Engineer Warner continues to apply pressure to MCC as the general contractor of the project. The group understands the current product is unacceptable.
  - o Further site amenities items:
    - Engineer Warner and the Community Enrichment Director met on site with developer Bryan Kaster to discuss site amenities. The village was approved to place benches along the trail with three benches already scheduled for 2024 installation.
    - McMahon continues to develop the lighting plan for along the trail for 2024 implementation. Bollard lighting will be placed along the trail with an additional security light placed underneath the Washington Street bridge.

- The Community Enrichment Director continues to work in tandem with Outagamie County's planning department on a celebration/ribbon cutting commemorating the official completion of the Loop the Locks Trail Network. Save the date for June 5<sup>th</sup> at the Sunset Park Boat Launch, 1:00 p.m. Bike ride organized by Fox Cities Greenways Inc. to follow.
- Parks staff completed an initial sweep of litter collection along the shoreline under the Washington Street bridge before growing season begins. Leaf collection also occurred between the trail and Washington Street to assist with turfgrass growth in that area.
- The Verhagen Park fundraising initiative continues. The fundraising sign has been installed in the park. We can put our first decal on the fundraising thermometer when we reach \$10,000.
   Updates on poured in place have been added to the fundraising webpage here:
   https://www.vokimberly.org/departments/parks-recreation/verhagen-park-playground-fundraiser/
- Work continues on the Sunset Park Upper Diamond Lighting Project. A quote for lighting was
  received by Musco, and the site layout was developed. Further steps include soil borings in April
  to determine specifications for the new light poles, continued development of the project
  implementation specifications, and going to bid to secure a contractor to implement the
  electrical updates and new lighting.
- Splash pad bids were opened. Contractor bid award, amenity purchase information, and cost analysis were submitted for consideration at the 4/1/24 meeting.
- Adopt-a-Spot volunteers for Sunset East East, Sunset East West, and the Triangle Area were all secured this month. Thanks to the new volunteers for assisting!
- The seasonal hiring process is in full swing. A head guard has been secured for the summer as well as some of the seasonal park's positions. In total the Parks and Recreation departments need to hire upwards of 25 new staff to fill all seasonal vacancies. Interviews have been scheduled in person beginning in April with hopes to fill all positions as part of that initial interview process.
- Office support staff developed a new inventory of parks keys to best support the special events we accommodate throughout the year. This new process should allow us to have what is needed for each group on hand and in an organized manner.
- Parks staff prepped the Shelter #1/Overlook area for the March 22<sup>nd</sup> Bunny Hop event only to be diverted by mother nature. The bathrooms are ready for the 2024 season!
- KASD Triumph program is volunteering in Kimberly Parks. The group which hubs out of Parkside School will be completing volunteer tasks of litter clean up in Memorial and Treaty Parks and also plan to assist with the initial planting of the Kimberly Avenue planter boxes in May.
- Trees for the 2024 Living Forest have been ordered and are scheduled for delivery April 18<sup>th</sup>, We will be using more bare root trees this year for ease of planting and transportation throughout the park.

### RECREATION

- The 2024 program guide is up and live on social media and the website. Programs, events, and open space information is together in a one stop shop: <a href="https://www.vokimberly.org/wp-content/uploads/2024/03/2024-Program-Guide.pdf">https://www.vokimberly.org/wp-content/uploads/2024/03/2024-Program-Guide.pdf</a> There are some pretty cute kids on the guide cover this year.
- CED continues to explore a timekeeping app to assist with the payroll process for all seasonal staff. More research is needed before selecting.
- Baseball registration closes at the end of March. We learned late in March that the partners for the 12U League are not offering recreation-based ball this summer. As a result, we have been

scrambling last minute to find alternative teams to play with. We have secured partners in Neenah/Menasha who are willing to let us join their league. We will need to switch which night that league plays to join them.

- The Amphitheater board continues to meet as we approach the 2024 concert season and future fundraising planning.
- Thanks to the Kimberly Sewing Ladies (Marcey Karner) for sewing two sets of corn hole bags. The corn hole bags were donated to the Kimberly Library "Library of Things" for patrons to check out and use at the Sunset Park Corn Hole Boards that were donated by the Kimberly Recreation Association. Thanks to Marcey for making it happen!

### **EVENTS AND OUTREACH**

- Special event permits for Fox Cities Marathon, Bike to the Beat, and the Stingerz Baseball 2024 State Championship Tournament have been received. CED will present to the board at an April meeting. The marathon route will be adjusted for the 2025 race with the traditional course being used for the 2024 race. Initial meetings were also held for 2024 Paperfest planning to discuss the 5K route, facilities used and event layout. The 3 Rivers Roleo group is also looking to use the beach again for their log rolling event during Paperfest CED is waiting on their permit application.
- Updates continue to be posted to social media on upcoming collection items for refuse, recreation registration deadlines, election information and all things municipal operations.

### **TOP PRIORITIES FOR APRIL**

- Seasonal Interview Process 4 dates schedule for interviews so far. More to come if needed.
- Form Teams, Assign Sponsors, Develop Schedules, Purchase Supplies, assign coaches, put together gear bags for all teams, Distribute Gear Bags, and coordinate seasonal recreation staff for the 2024 Rec baseball season.
- Arbor Day planning and planting prep Tree delivery on April 18<sup>th</sup>, development of planting plan, GIS Documentation and labeling, and plaque orders for the living forest sign. Arbor Day held April 26<sup>th</sup> at 9 a.m. Sunset Park
- 2024 Tree Board Meeting April 11<sup>th</sup>
- Continued: Cooperative long range master planning for lower diamond facility. Waiting for conceptual engineering documents before next steps can continue.
- CED attending "Career Day" at Westside Elementary to present on "what it's like working for local government".
- Begin work on the Summer issue of the KimTalk!
- NEWPRO (WPRA) meeting at Howard Commons mid-month



# Department Report

To: Village Board

From: Holly Selwitschka | Library Director

Date: April 2024

Re: Library Report



### **MARCH HIGHLIGHTS**

- The Bunny Hop took place in the library and Village Hall. The library's door counter counted 500 people between 4-6pm on Friday, March 22.
- Friends of the Kimberly Library hosted their annual meeting and pledged full support for the Summer Reading Program again this year. Thank you FOKL!
- We filled in a staff vacancy by scheduling more hours for an existing staff member.
- We began distribution of solar viewing glasses, courtesy of NASA, limit one per family, that people can use to view the upcoming solar eclipse.
- We hosted an interactive Battle-of-the-Books competitive display for March Madness; the 2 finalists are Fourth Wing by Rebecca Yarros and Remarkably Bright Creatures by Shelby Van Pelt.

### **TOP PRIORITIES FOR APRIL**

- We have some library closures coming up including Friday and Saturday, April 19 and 20 for the installation of the new generator in the Village Hall and also Monday, April 29 for mandatory Village-wide staff training.
- We launch a new reading incentive program to challenge patrons to read Pulitizer Prize Winners.
- Fox Cities Book Festival opens the month of April with the NEA Big Read author, Patricia Engel appearing at the Fox Cities PAC Friday, April 5.
- The display case in April features items from the Kimberly Historical Society.
- Friends of the Kimberly Library will host a used booksale in the library during the Village-Wide rummage sales.
- Celebrating National Library Week for library staff with fun staff dress up days in the library April 7-13, activities for patrons and cookies for readers!

### **UPCOMING EVENTS**









**NEA Big Read Featuring Patricia Engel @ Fox Cities PAC – Kimberly-Clark Theater, Friday, April 5 @ 6:30pm**, event to begin with Latin American Storyteller, Carolina Quiroga; community art on display; book signing and cash bar reception to follow presentation.

Fox Cities Book Festival authors J. Ryan Stradal @12:30pm and Brendan Slocumb @ 2pm; Gibson Community Music Hall, 211 W. College Ave, Saturday, April 6, event to begin with Latin American Storyteller, Carolina Quiroga; community art on display; book signing and cash bar reception to follow presentation.

### Kimberly Reads The Pulitzer: The 2024 Reading Challenge

Kimberly Reads: The Pulitzer. We're getting ready for the 2024 spring Pulitzer Prize announcement. In preparation for the big day, we're launching our 2024 Pulitzer Prize Reading Challenge, a 9 month challenge to get you reading awardwinning books!

Here's how it works. Challenge yourself to read 8 of the last 12 Pulitzer Prize winners in fiction. Readers will get a punch card to track their progress. Anyone who gets 4 punches by



9/16/24, will get entered into the midway prize drawing. Anyone with 8 punches by 12/30/24 (the last day of the challenge), will get entered into the grand prize drawing.

Just stop at the circulation desk to get signed up. Sign up starts April 1st! Happy Reading!



We are celebrating libraries!

**April 8-12**-Adult Scavenger Hunt: Use the daily clue to find a golden ticket and win a prize.

**April 9**-National Library Works Day: Thank the librarian in your life. Draw them a picture.

**April 11**-Reader Appreciation Day: Let us celebrate you. Grab a cookie at the library! (While supplies last.)

**Crafternoons, Drop-in Craft Circle – Monday, April 1 @12:30-2pm** Work on your current knitting, stitching, beading, painting, felting (or other) project at this informal craft circle. Coffee provided. This program takes place on the first Monday of the month. Stay for as long or as little as you want.

**Spring Break Weird Science Show with Doc Ron – Thursday, April 4 @ 10-10:45pm** It's spring break time for Kimberly schools! Enjoy a fun family show featuring Doc Ron of Rondini fame who will present a side-splitting and educational weird science show complete with experiments involving audience participation.

**Poetry Collage Bookmarks for Adults – April 9 @5pm Evergreen Room:** Adults can drop in to create your own wooden collage bookmark in celebration of National Poetry Month. Registration: None (while supplies last)

**Big Kid After School Story Time** – **Thursday, April 11** @**4-4:30** Jordan Kleissig from Thrivent will be our special guest as she shares a story about money and leads in fun money activities. Learn about earning, saving, spending, and giving. Big Kids After School Story Time is geared for kids in grades 4K-3.

**Hello Spring Story Time – Tuesdays April 16, 23, and 30 @ 10-10:30am** Have you heard the buzz? We are celebrating spring with a special three-session Tuesday series of story time. Each week will feature spring-themed stories and songs along with a craft, so hop on in for lots of fun! Geared for preschoolers and their parents/caregivers.

**LitFix Book Club – Meets the 1<sup>st</sup> Thursday of each month @10am;** In Person @ the Kimberly Public Library. April 4: "The Age of Innocence" by Edith Wharton; May 2 "Yellowface" by R.F.Kuang.

**Balanced Home Buying Workshop – Tuesday, April 16 @ 5:30pm** Join us for this FREE educational workshop with the experts at Thrivent. You do not need to be a member. This session will be informational with time for questions. No sales pitch. Learn valuable tips to prepare for one of the biggest financial decisions of your life, whether you want to buy your first home or move to another.

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

**Stories & Cocoa at il Bar Coffeehouse – Thursday, April 18 @10-10:30am** Have a coffee-cocoa story time date with the kiddos at a local coffeehouse! Enjoy spring story times at il Bar with Ms. Ann from Kimberly Library. Free cocoa samples for the kids. Parents and caregivers get 5% of purchases – no purchases required to attend. Il Bar is located at 100 S. Birch Street just down the street from the library and right by the water tower.

**Short Story Group Discussions** - **Tuesday, April 23 @9-10am** Short Story Group reads a classic and a contemporary short story then meets once a month to discuss what they read.

**Tween Tuesday, April 23 @3:15-4:30pm** Stop in the library after school to experiment with different art forms. Try out collage art, Perler beads, and more. See what you can create! Drop in anytime between 3:15 and 4:30 pm. For grades 4-8.

**Evening Book Club for Adults – Tuesday, April 23 @5:30-6:15pm** Join us for an adult book club in the evening. Come after work in your scrubs. Come with an afterwork snack. Take a break from your kids. All adults welcome. We will discuss "Finlay Donovan is Killing It" by Elle Cosimano. (Copies available for book club members at the desk.)

Senior Movies – 2<sup>nd</sup> Thursdays @12:30pm Come for the popcorn. Stay for the movie! The senior movie matinee begins at 12:30PM in the Evergreen Room. Call the library at 920-788-7515 to get the movie title.

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

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

**Book Trivia Night @ iL Bar – Thursday, April 25@ 5:30-6:30pm** Join the Kimberly Public Library at il Bar Coffeehouse and Bistro to show off your knowledge of popular adult books. The winning team will receive a gift card to il Bar. Teams of up to 4 (adults or teens). Free and no registration required. Drinks available for purchase.

**Police Car Story Time** – **Friday, April 26 @10-10::30am** Meet Officer Brady from Metro Police Department and get a close-up look at a police car! Geared for preschoolers and their parents/caregivers.

Kimberly High School AP Study Night – Monday, April 29 and Thursday, May 2 @6-8pm Kimberly High School AP students are invited to two opportunities for after-hour nights of studying for the upcoming AP tests: Monday, April 29 and Thursday, May 2. Enjoy free pizza and dedicated space in the library for personal or group study as you gear up for a great test score.

**Healthy After School Snacks** – **Tuesday, April 30 @4-5pm** The Foodie group from the Kimberly High School is here to demonstrate how to make healthy after school snacks. Sampling included. For grades 4 and up.

### **Looking Ahead to May...**

- Bee Friendly Gardening Workshop May 4 @11am-Noon
- Introduction to Bee Keeping May 7@ 6-7pm
- Card Making with Craft (adults) May 14@ 5-6pm
- Exotic Pet Surrender Event May 18@ 9am-1pm with J&R Aquatic Animal Rescue
- FOKL Book Sale Saturday, May 18 and Monday, May 20 during regular library hours



# Department Report

To: Village Board

From: Maggie Mahoney, Community Development Director

Date: April 1, 2024

Re: Community Development Report

### **HIGHLIGHTS FOR MARCH**

- Blue at the Trails Development:
  - o Attorney counter on development agreement. Expect response in early April.
- Continued inquiries and general discussions with property owners, realtors and/or potential developers for the following properties:
  - o 141 Clark Street
  - Village owned properties in TID 6 including the Clubhouse Lane lots and downtown Kimberly Avenue lots

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

Village website updated for development projects, including new drone video footage.
 New map of TID 6 on website and in lobby at Village Hall.

### **TOP PRIORITIES FOR APRIL**

- Blue at the Trails Development:
  - Agreement revisions to bring forward to the Board for consideration.
  - Groundbreaking on the first multi-unit townhomes and single-family homes.
  - Continue discussions regarding riverfront scenic overlook along trail.
- USACE:
  - Continue to work with parties as needed on the preparation of the final draft agreement in principal.
- Plan for and schedule the CDA and KEDO meetings now that the 2022 audit is completed and updated proformas are available.

• Check-in meeting Village staff and Kimberly Riverfront LLC/Midwest Expansion on status of developments and other matters.

# **UPCOMING EVENTS**

• Heart of the Valley Chamber of Commerce annual community update, Tuesday April 23, 2024 at their building in Kaukauna. Director Femal and I will present.



# Department Report

To: Village Board

From: Maggie Mahoney, Administrator

Date: April 1, 2024

Re: Administrator's Report

# **HIGHLIGHTS FOR MARCH**

- Budget & CIP:
  - o Timeline for upcoming 2025-2029 CIP process provided to staff.
- 2022 Audit presentation by auditor to the Board on March 4, 2024. Follow up meetings with auditor and financial firm to debrief 2022 process and plan for 2023. The following were identified to improve process moving forward:
  - Mutually agreed upon timeline and holding to hard dates
  - Improved communication and responsiveness from the auditor
  - Possible different method for file sharing as last year's portal was problematic for the auditor.
- Assessor provided information and analysis of Act 12 implications for the Village. Staff will review TID creation document to see if personal property was included.
- Streets and Parks Facility Project:
  - Completed rating call for project bond issuance with S & P Global on March 20.
     Will receive rating on April 4.
- HOVMSD Interceptor pre-construction meeting on March 27.

### **TOP PRIORITIES FOR APRIL**

- Budget & CIP:
  - Work with current financial software user groups and workflow to expand staff access with proper permissions.
  - Begin 2025-2029 CIP planning process, request for projects goes out to staff on April 15 (per policy).

- Work with new IT Managed Services vendor, CNSI, on equipment replacement and disposal plan.
- Update contact information for Village's Emergency Response Plan.
- Streets and Parks Facility Project:
  - Bidding process to close and review toward the end of the month with plan to award in early May.
- Follow up on Pedestrian Enhancement Retrofit Program with Village staff, engineer and FVMPD to hone in on recommendations for this program, including any 2024 allocations, to be brought forth for considered by the Board.
- Planning for annual all-staff training day with CVMIC currently planned for Monday, April 29, 2024.
  - o Meeting with CVMIC for annual service and engagement meeting on April 4.

### **UPCOMING EVENTS**

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



# Department Report

To: Village Board

From: Jennifer Weyenberg | Clerk-Treasurer

Date: April 1, 2024

Re: Clerk-Treasurer

Report

### **HIGHLIGHTS**

A Badger Book Open House was held in the Evergreen Room on March 11<sup>th</sup>. The public was invited to attend and get familiar with the new Election Day check-in process.

Training for the upcoming election was held on March 18<sup>th</sup>. The Badger Books were up and running so that inspectors could run through election day scenarios one final time before April 2<sup>nd</sup>.

With the 2022 audit complete, we are now working on 2023 year-end adjustments with assistance from Kerber Rose. The annual bond rating call took place March 20<sup>th</sup>.

We worked with Bowmar Appraisal to finalize the following dates: Open Book is set for May 2<sup>nd</sup> from 4:00pm-6:00pm and the Board of Review is scheduled for May 15<sup>th</sup> from 10:00am-noon.

### **COMING UP:**

Spring Election and Presidential Preference on Tuesday, April 2<sup>nd</sup>. Polls open at 7:00am.

### MARCH Monthly Required Tasks/Statutes Completed:

- \*PC-220 mailed to qualifying property owners
- \*Type E Notice for Absentee Voting published
- \*Associated Bond Payment paid March 1
- \*OSHA Injury Reporting filed March 1