



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

**DATE: Monday, August 26, 2024**  
**TIME: 5:00pm**  
**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, August 26, 2024 at the Village Hall. This meeting is open to the public.

- 1) Call to Order
- 2) Roll Call
- 3) Moment of Silent Reflection, Pledge of Allegiance
- 4) President's Remarks
- 5) Approval of Minutes from the 08/19/2024 meeting
- 6) Discussion on FVMPD Staffing Request
- 7) Unfinished Business
  - a) Resolution Number 10, Series of 2024 Approving Building Permit Fee Schedule
- 8) New Business for Action or Consideration
  - a) Temporary Outside Premise Extension for Timber Tap on 09/21/2024
  - b) Payment #1 to Peters Concrete Company in the amount of \$80,904.04 for the Sunset Park Splash Pad project
  - c) Payment #2 to Peters Concrete Company in the amount of \$146,644.04 for the Sunset Park Splash Pad project
  - d) City of Appleton/Village of Kimberly Memorandum of Agreement for Weights and Measures Services
  - e) Architectural Review for Blue at the Trail
  - f) Site Plan Reviews
    - i) Cheeky Doughnuts, 710 W. Kimberly Avenue
    - ii) AllState Insurance, 1023 Truman Street

9) Public Participation

10) Adjournment

**Village Board**

Aug 26, 2024, 5:00 – 5:30 PM (America/Chicago)

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

Access Code: 549-515-933

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

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

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

VILLAGE OF KIMBERLY  
BOARD MEETING MINUTES  
08/19/2024

A meeting of the Village Kimberly Board was called to order on Monday, August 19, 2024 at 5:00pm in the Rick J. Hermus Council Chambers, 515 W. Kimberly Ave by Pro Tem Hammen.

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

Board Excused: President Chuck Kuen

Staff Present: Clerk-Treasurer Jennifer Weyenberg, Administrator/Public Works Director Danielle Block, Community Enrichment Director Holly Femal, Engineer Brad Werner and Judy Hebbe, a member of the media

President's Remarks

None

Approval of Minutes from the 08-12-2024 Meeting

Trustee Trentlage moved, Trustee Karner seconded the motion to approve the Village Board minutes from 08-12-2024. Motion carried by unanimous vote of the board.

Discussion on Updates to Building Permit Fee Schedule

There was discussion about updating the building permit fee schedule to align with the expenses the Village would incur depending on the type of permit taken out. The proposed changes would come back to the Board at an upcoming meeting in the form of a resolution for approval and then need to be published in the newspaper before they would take effect.

Unfinished Business

None

New Business

Install Used Motorized Overhead Doors in Streets/Parks Accessory Structure

Trustee Karner moved, Trustee Gaffney seconded the motion to approve the installation of used motorized overhead doors in the Streets/Parks accessory structure by Freedom Overhead Doors and electrical services for the installation by MK Electrical. The total amount is not to exceed \$5,400 and funded by the Municipal Garage expense account. Motion carried by unanimous vote of the board.

No Parking Restriction on S. Maple Street and Installation of School Zone Speed Limit Signs

Trustee Trentlage moved, Trustee Karner seconded the motion to approve a permanent no-parking restriction along the west side of S. Maple St and the installation of two new School Zone Speed Limit signs located along First St and Kimberly Ave. Motion carried by unanimous vote of the board.

No Parking Restriction on Wilson Street

Trustee Trentlage moved, Trustee Gaffney seconded the motion to approve a permanent no-parking restriction along the west side of Wilson St. Motion carried with a 5-1 vote with Trustee Karner opposed.

Approve Bills & Claims for June and July 2024

Trustee Hietpas moved, Trustee Karner seconded the motion to approve the bills and claims for June and July 2024. Motion carried by unanimous vote of the board.

Receive Minutes of Boards and Commissions

Library Board minutes from 6/17/24, Water Commission minutes from 7/9/24 and Plan Commission minutes from 4/16/24 and 5/06/24

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

Public Participation

None

Adjournment

Trustee Karner moved, Trustee Gaffney seconded the motion to adjourn. Motion carried by unanimous vote at 5:26pm.

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Jennifer Weyenberg  
Clerk-Treasurer

Dated 08/20/24

Drafted by: ELZ

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



# Village of Little Chute 2025 Budget Change Request Form

## 2025 Department Request

Department: \_\_\_\_\_

Title of Request/Project: \_\_\_\_\_

Fiscal Year Impact (one time or recurring): \_\_\_\_\_

Type of Request:    Personnel       Equipment       Programs       Other/Discontinuation

If "other" please explain:

Account Number: \_\_\_\_\_

Amount: \_\_\_\_\_

Explanation of Request:

Comments on projected efficiencies/savings related to this request:

Projected offsets within your budget related to this request:

How does this request align with the Village and/or Department Vision, Mission, or any adopted applicable plans?

Other Comments:

**VILLAGE OF KIMBERLY OUTAGAMIE COUNTY, WISCONSIN  
RESOLUTION NUMBER 10, SERIES OF 2024**

**RESOLUTION APPROVING BUILDING PERMIT FEE SCHEDULE**

Whereas, the Village Board has a Building Code Ordinance which requires a person to obtain a building permit from the Village's Building Inspector prior to erecting, enlarging, altering, moving, demolishing, razing, or breaking ground for construction of any building or structure, or any part thereof, within the Village.

Whereas, the Building Code Ordinance requires an applicant for a building permit to pay a building permit fee, and that such fee shall be established by a fee schedule adopted by resolution of the Village Board.

Whereas, the Building Permit Fee Schedule, presented with this Resolution, establishes the fees for the Village's building permits, which are designed to recoup the Village's costs associated with the review of building permits.

Now Therefore, the Village of Kimberly hereby resolves as follows:

1. The Building Permit Fee Schedule is approved as presented and may be modified by the Village Board from time to time as evidenced in the Minutes of the Village Board Meeting adopting this resolution.
2. The Village Clerk shall prepare a final Building Permit Fee Schedule consistent with the Minutes of the Village Board Meeting adopting this Resolution and attach the final Building Permit Fee Schedule to this Resolution.

Date introduced, approved and adopted: August 26, 2024

VILLAGE OF KIMBERLY

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Charles A. Kuen, Village President

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Jennifer Weyenberg, Village Clerk

# Village of Kimberly

## Fee Schedule

<i>Effective August xx, 2024</i>				
Code Section	Fee Type	Description	2024 Fee	Proposed Fee Last Updated
	<b>Building Permits</b>			
207-36	HVAC- heating		\$25-\$50 depending on BTUs	\$0.07 per sq. ft. (\$125.00 min)
207-36	HVAC- air conditioning		\$15 plus \$2/ton for condensing unit	\$150.00
	Miscellaneous Replacements: including HVAC, Roof Top Units, etc.			\$150.00
207-46	Electrical Permit		\$25 up to \$1,000 in project cost. Plus \$1/\$1000 or fraction of after \$1,000.00	\$0.10 per sq. ft. (\$125.00 min)
	Electrical Permit - Commercial Service Upgrade, Temporary & Permanent Service			\$250.00
	Electrical Permit - Residential Service Upgrade, Temporary & Permanent Service			\$125.00
207-27 G	Penalty-stormwater discharge	Failure to disconnect clear water into sanitary	\$500.00	\$500.00
	Penalty -cumulative forfeiture	Cont'd failure to disconnect- per each inspector visit	\$500.00	\$500.00
207-28	Plumbing Fee		\$30 base fee, plus \$5/fixture	\$0.10 per sq. ft. (\$125.00 min) 2020
	Water Heaters			\$50.00
207	Residential Remodeling		\$40 for first \$15,000. Add \$1/\$1000 or fraction of after \$15,000.	\$13.00 per thousand of estimated cost (\$125.00 min) plus mechanicals
	Garage or Accessory Structure		\$40.00	\$150.00
	Shed or Accessory Structure (Less than 144 sf)		\$15.00	\$50.00
	Deck		\$15.00	\$0.06 per sq. ft. (\$125.00 min)
	Fence Permit		\$15.00	\$50.00
	Siding Permit		<del>\$20.00</del>	<del>\$20.00</del>
	Pool/Hot Tub Permit - Inspection Required		\$10.00	\$125.00
	Sign Permit		<del>\$25.00</del>	
		Lighted		\$75.00
		Lighted-Face Change Only		\$20.00
		Unlighted		\$40.00
240-1C	Driveway Permit		\$5.00	\$125.00
207-10	Razing Permit		\$90 plus \$ .12/per sq. ft.	\$150 plus \$ .12/per sq. ft.
	Moving a Building			\$125.00
207-12	Transfer of fill		\$15 application permit plus \$10 per truck	\$15 application permit plus \$10 per truck
196-6(A)	Blasting Permit-Quarry		\$10/per blasting period	\$10/per blasting period
196-6(B)	Gravel-crushing operations		\$10/per year	\$100/per year



# Village of Kimberly

## Fee Schedule

<i>Effective August xx, 2024</i>				
Code Section	Fee Type	Description	2024 Fee	Proposed Fee Last Updated
295-4	Historic Structure/Site			
295-8	Certificate of Appropriateness		\$100.00	\$125.00
	Certificate of Minor Change		\$50.00	\$125.00
	<b>Building Construction Fees New Construction</b>			
207	Building Permit - New Construction	Single Family Home	\$185.00	\$0.15 per sq. ft. (\$185.00 min)
		Duplex Permit	\$370.00	\$0.15 per sq. ft. (\$370.00 min)
		Each Garage	\$40.00	\$0.15 per sq. ft. (\$125.00 min)
		State Seal	\$35.00	\$40.00
		Grade Fee	\$75.00	\$500.00
		Single Family Home Park Impact Fee	\$500.00	\$500.00
		Duplex Park Impact Fee	\$1,000.00	\$1,000.00
		Single Family Village Sewer Fee*	\$800.00	\$1,000.00
		Duplex Village Sewer Fee*	\$950.00	\$1,200.00
	Call Street Department Heart of the Valley Sewer District Fee	*In addition to Heart of Valley Sewer District Fee		
	<b>Commercial/Industrial Building Permit</b>			
207	Building Permits	Multi-Family Housing	\$150 Base Fee, plus \$50 each addl unit \$150 for 2000 sq.ft., \$1.00 each addl 100 sq. ft.	\$0.18 per sq. ft (\$175.00 min)
		Commercial/Industrial		\$0.18 per sq. ft (\$175.00 min)
		Commercial/Industrial Remodeling	\$40.00 Base Fee, plus \$1.00 per \$1,000 of project value	\$15.00 per thousand of estimated cost (\$175.00 min) plus mechanicals
	<b>Erosion Control and Stormwater Management</b>			
425	Erosion Control/Stormwater Management Fees	<b>Erosion Control Compliance and Management</b>	Fees calculated by square footage and duration of land disturbance.	Fees calculated by square footage and duration of land disturbance. (\$250.00 min)
	<b>Streets</b>			
430-5	Sidewalk Installation/Replacement Permit		\$0.00	\$125.00
430-29	Work in the Right of Way Permit		Varies. \$0, \$15, multipliers of \$15	Varies. \$0, \$15, multipliers of \$15
	Culvert Permit		\$0.00	\$125.00
430-29	Street Use Permit		\$25.00	\$250.00
430-5	Sidewalk Installation/Replacement Permit		\$0.00	\$125.00
430-29	Work in the Right of Way Permit		Varies. \$0, \$15, multipliers of \$15	Varies. \$0, \$15, multipliers of \$15
	Culvert Permit		\$0.00	\$125.00
430-29	Street Use Permit		\$25.00	\$250.00
	<b>Planning &amp; Zoning</b>			
525	Site Plan Review	Commercial		\$300.00

## Village of Kimberly Fee Schedule

<i>Effective August xx, 2024</i>					
Code Section	Fee Type	Description	2024 Fee	Proposed Fee	Last Updated
	Industrial			\$500.00	
	Zoning Permits				
	Addition or Remodel			\$100.00	
	Commercial			\$250.00	
	Industrial			\$300.00	
525-46	Conditional Use Permit		\$25.00	\$150.00	
525-40 B.	Planned Unit Development		\$25.00	\$150.00	
	Certified Survey Map		\$50 + \$5/dwelling	\$75.00	
	Plat (Subdivision)				
	Preliminary Plat Review		\$50 + \$5/dwelling	\$200 + \$5/lot	
	Final Plat Review		\$50 + \$5/dwelling	\$100 + \$5/lot	
	Condominium Plat Review			\$300 + \$5/unit	
	Reapplication each (Preliminary & Final)		\$50.00	\$50.00	
525-126 E.	Zoning Amendment, Rezoning		\$100.00	\$100.00	
525-129 F.	Variance-Board of Appeals		\$120.00	\$120.00	



## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

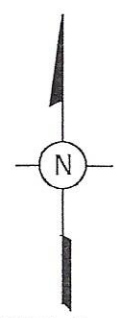
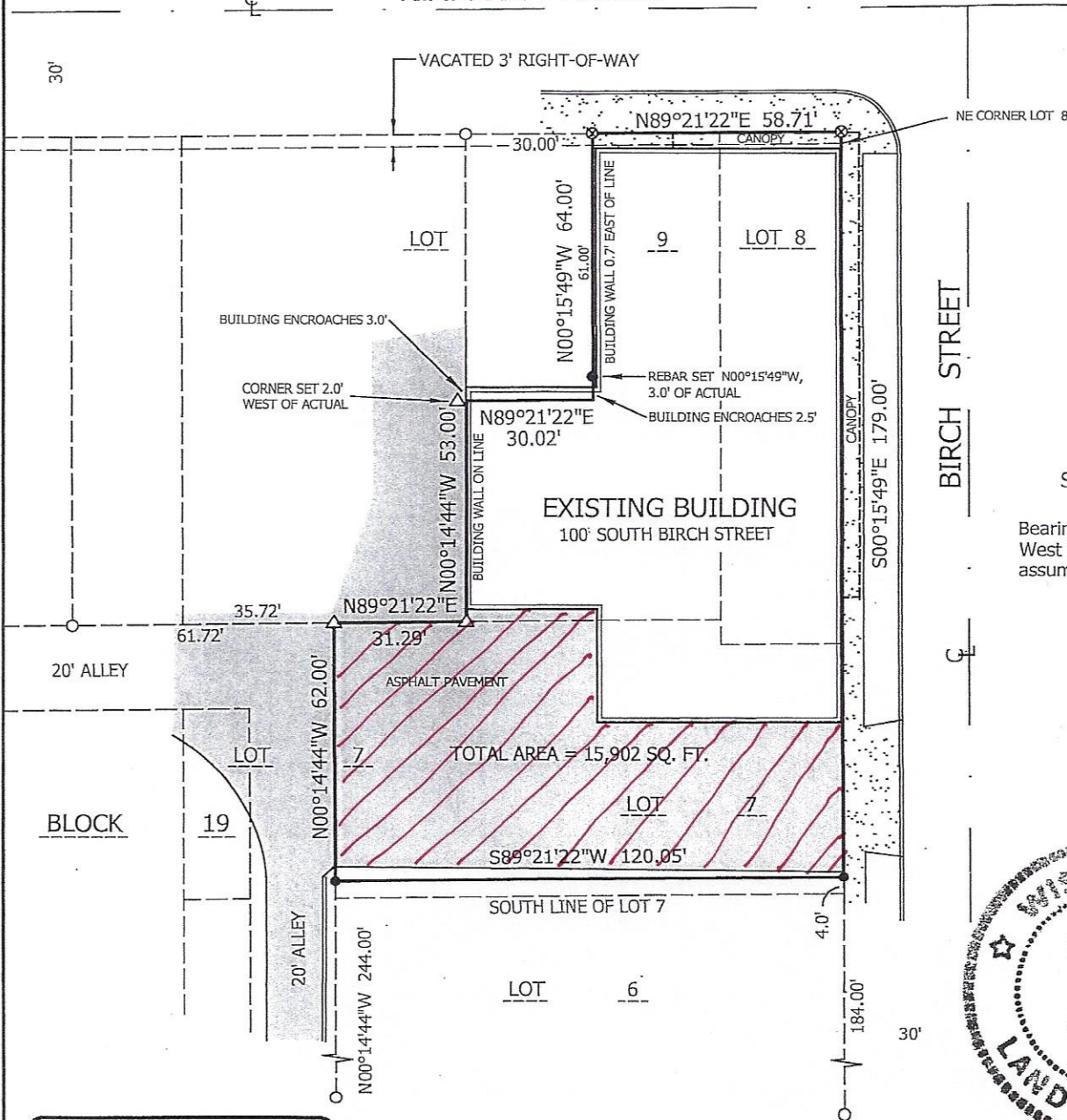
<b>ITEM DESCRIPTION:</b> Amended Premise Description for Timber Tap event
<b>REPORT PREPARED BY:</b> Jennifer Weyenberg, Village Clerk-Treasurer
<b>REPORT DATE:</b> August 26, 2024
<b>ADMINISTRATOR'S REVIEW / COMMENTS:</b>  <p>No additional comments to this report <u>DLB</u></p> <p>See additional comments attached _____</p>
<b>EXPLANATION:</b>  <p>Outdoor consumption of alcoholic beverages at our licensed establishments is not permitted without proper permits. Timber Tap owner Paul Driessen is hoping to have an Oktoberfest-themed event in the rear parking lot at 101 S. Birch Street. If the board approves, he can do this by amending his premise description on his "Class B" license for September 21, 2024 for the hours of the event. A copy of his Temporary Outside Premise Extension application is attached.</p>
<b>RECOMMENDED ACTION:</b> Approve the request for the Temporary Outside Premise Extension.

FOR: Timber Innovations  
 PO Box 155  
 Kimberly, WI 54136

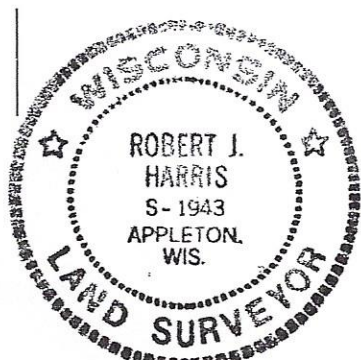
# PLAT OF SURVEY

PROPERTY DESCRIPTION: Lot Seven (7), less the West 35.72 feet and less the South 4 feet thereof, Lot Eight (8), and the East 30 feet of the North 61 feet and the East 60 feet of the South 53 feet of Lot Nine (9), all in Block Nineteen (19), Village of Kimberly, Outagamie County, Wisconsin, according to the recorded Assessor's map of the Village of said Village. Also the South 3 feet of vacated Kimberly Avenue lying North of said Lot Eight (8), and the East 30 feet of the North 61 feet of said Lot Nine (9).

KIMBERLY AVENUE



Bearings are referenced to the West line of Birch Street, assumed to bear S00°15'49"E.



- LEGEND**
- = 3/4" x 24" REBAR SET
  - = 1" IRON PIPE FOUND
  - ⊗ = CUT "X" SET IN CONCRETE
  - △ = MASONRY NAIL SET

**SURVEYOR'S CERTIFICATE**

I, Robert J. Harris, Professional Land Surveyor, do hereby certify that the above described property was surveyed and mapped in accordance with AE-7 of the Wisconsin Administrative Code and is correct to the best of my knowledge and belief.

*Robert J. Harris* 12-14-21  
 Robert J. Harris P.L.S. 1943 Date


**HARRIS & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS AND LAND SURVEYORS

2718 NORTH MEADE ST.  
 APPLETON, WI 54911  
 TEL: (920) 733-8377  
 FAX: (920) 733-4731  
 www.harrisinc.net

DRAWING NO. AS-10094

Date of Event: Sept 21 2024

**TEMPORARY OUTSIDE PREMISE EXTENSION APPLICATION**  
**Application for Amendment of Class "B" Fermented Malt**  
**Beverage & "Class B" Intoxicating Liquor License**  
**Outside Premise Extension**

Name of Licensed Premise <u>Timber Tap, LLC</u>			
Street Address of Licensed Premise <u>100 S. Birch St.</u>	City <u>Kimberly</u>	State <u>WI</u>	Zip <u>54136</u>
Person in Charge of Event <u>Paul Driessen</u>	Phone <u>920 850 1215</u>		
Email Address <u>pauldriessen@timbertap.net</u>	Dates and Times of Event <u>Sept 21 12:00 p.m. - 10:00 p.m.</u>		
Purpose for Requesting the Outside Extension <u>Live music in afternoon</u> <u>Octoberfest Event 12:00 p.m. - 10:00 p.m. Will stop outside beer sales</u>			
Describe the area of outside extension (INCLUDE A DETAILED DRAWING OF THE AREA with dimensions) <u>9:30</u>  <u>Drawing attached, red hatched marks indicates rear parking area.</u>			
Applicant Signature 		Date <u>8-16-24</u>	
For Office Use Only: Date of Village Board Meeting: _____ Approved or Denied (circle one) Village Clerk signature: _____			



## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION:** Application for Payment #1, to Peters Concrete Company, in the amount of \$80,904.04 for the 2024 Sunset Park Splash Pad Project

**REPORT PREPARED BY:** Holly Femal, CED

**REPORT DATE:** 8/26/24

**ADMINISTRATOR'S REVIEW / COMMENTS:**

No additional comments to this report DLB

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

**EXPLANATION:**

Application for Payment on Contract #1 issued for \$80,904.04 for work completed through 6/18/2024. At time of submission demolition, earthwork, and underground utility installation has been substantially completed.

Project progress continues with the anticipated "Open to the Public Date" in early September.

**IDENTIFIED FUNDING SOURCES PER CONTRACT AWARD:**

101-5700-913 Park Impact Fee Trust: \$80,000.00

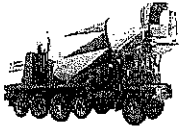
101-5700-912 Park Improvement Trust: \$904.04

**ATTACHMENTS:**

Peters Concrete Company Application for Payment on Contact #1

**RECOMMENDED ACTION:**

Staff recommends approval of Application for Payment #1 to Peters Concrete Company in the amount of \$80,904.04 for the 2024 Sunset Park Splash Pad Project.



**PETERS CONCRETE COMPANY**

1516 ATKINSON DRIVE  
GREEN BAY WI 54303  
920-494-3700

**Unit Billing**

Application: 1

Period: 06/18/2024

Owner:

Job Location: KIMBERLY SPLASH PAD(M)

**Application For Payment On Contract**

Contract Sum to Date .....	248,840.31
Total Complete to Date .....	<u>85,162.15</u>
Total Retained .....	<u>4,258.11</u>
Total Earned Less Retained .....	<u>80,904.04</u>
Less Previous Billings .....	0.00
Current Payment Due .....	<span style="border: 1px solid black; padding: 2px;">80,904.04</span>

**Contractor's Certification of Work**

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: Tracy Behnke Date: 6/19/2024

**Katherine  
MacDonald  
, PE**

Digitally signed by  
Katherine  
MacDonald, PE  
Date: 2024.08.22  
09:39:45 -05'00'

Terms: Invoices are due and payable from the date of invoice. All overdue amounts will be charged a service charge of 0.00 % per anum. Please make checks payable to: PETERS CONCRETE COMPANY

Thank you for your prompt payment.

Unit Billing

Application: 1

Period: 06/18/2024

Schedule of Work Completed

Item	Description	Price/Unit	Scheduled Qty	Scheduled Value	Current Units Complete	Current Value	Total Units Complete	Total Value
1	Mobilization	25,500.00	1.00	25,500.00	1.00	25,500.00	1.00	25,500.00
2	Erosion Control	3,750.00	1.00	3,750.00	1.00	3,750.00	1.00	3,750.00
3	Demolition	5,318.00	1.00	5,318.00	1.00	5,318.00	1.00	5,318.00
4	Earthwork	9,600.00	1.00	9,600.00	0.75	7,200.00	0.75	7,200.00
5	Dense Graded Basecourse	0.10	619.00	61.90				
6	Concrete Pavement - 4"	9.00	3,435.00	30,915.00				
7	Concrete Pavement - 6" Reinforce	10.25	163.00	1,670.75				
8	Concrete Pavement - 6" Colored R	18.00	2,011.00	36,198.00				
9	4" Storm Sewer	62.10	34.00	2,111.40	34.00	2,111.40	34.00	2,111.40
10	8" Storm Sewer	82.00	46.00	3,772.00	46.00	3,772.00	46.00	3,772.00
11	12" Storm Sewer	84.95	61.00	5,181.95	65.00	5,521.75	65.00	5,521.75
12	Storm Sewer Structures	4,000.00	2.00	8,000.00	2.00	8,000.00	2.00	8,000.00
13	Water Lateral - 4"	70.35	234.00	16,461.90	240.00	16,884.00	240.00	16,884.00
14	Watermain Service Connection an	7,105.00	1.00	7,105.00	1.00	7,105.00	1.00	7,105.00
15	Electric Service Connection	3,500.00	1.00	3,500.00				
16	Water Feature Equipment and Plu	68,072.41	1.00	68,072.41				
17	7' Chainlink Fencing	63.00	158.00	9,954.00				
18	4' Gate	448.00	1.00	448.00				
19	10' Gate	860.00	2.00	1,720.00				
20	Restoration	9,500.00	1.00	9,500.00				
<b>Totals:</b>			<b>6,774.00</b>	<b>248,840.31</b>	<b>391.75</b>	<b>85,162.15</b>	<b>391.75</b>	<b>85,162.15</b>





## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION: Application for Payment #2, to Peters Concrete Company, in the amount of \$146,644.04 for the 2024 Sunset Park Splash Pad Project**

**REPORT PREPARED BY: Holly Femal, CED**

**REPORT DATE: 8/26/24**

**ADMINISTRATOR'S REVIEW / COMMENTS:**

**No additional comments to this report** DLB

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

**EXPLANATION:**

Application for Payment on Contract #2 issued for \$146,644.04 for work completed 6/18/2024 – 8/20/2024. At time of submission concrete, fencing, and pad elements have been substantially completed.

Project progress continues with fencing elements requiring completion, concrete work finishing touches, pad control panel calibration and completion of site restoration.

**IDENTIFIED FUNDING SOURCES PER CONTRACT AWARD:**

101-5700-912 Parks Improvement Trust: \$106,949.71

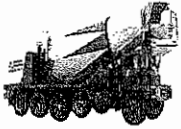
101-5700-915 Room Tax Trust: \$39,694.33

**ATTACHMENTS:**

Peters Concrete Company Application for Payment on Contact #2

**RECOMMENDED ACTION:**

Staff recommends approval of Application for Payment #2 to Peters Concrete Company in the amount of \$146,644.04 for the 2024 Sunset Park Splash Pad Project.



**PETERS CONCRETE COMPANY**

1516 ATKINSON DRIVE  
GREEN BAY WI 54303  
920-494-3700

**Unit Billing**

Application: 2

Period: 08/20/2024

Owner:

Job Location: KIMBERLY SPLASH PAD(M)

**Application For Payment On Contract**

Contract Sum to Date .....	248,840.31
Total Complete to Date .....	<u>239,524.30</u>
Total Retained .....	11,976.22
Total Earned Less Retained .....	<u>227,548.08</u>
Less Previous Billings .....	80,904.04
Current Payment Due .....	146,644.04

**Contractor's Certification of Work**

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: Tracy Behnke Date: 8/21/2024

**Katherine  
MacDonald,  
PE**

Digitally signed by  
Katherine MacDonald,  
PE  
Date: 2024.08.22  
09:41:21 -05'00'

Terms: Invoices are due and payable from the date of invoice. All overdue amounts will be charged a service charge of 0.00 % per anum. Please make checks payable to: PETERS CONCRETE COMPANY

Thank you for your prompt payment.

Unit Billing

Application: 2

Period: 08/20/2024

Schedule of Work Completed

Item	Description	Price/Unit	Scheduled Qty	Scheduled Value	Current Units Complete	Current Value	Total Units Complete	Total Value
1	Mobilization	25,500.00	1.00	25,500.00			1.00	25,500.00
2	Erosion Control	3,750.00	1.00	3,750.00			1.00	3,750.00
3	Demolition	5,318.00	1.00	5,318.00			1.00	5,318.00
4	Earthwork	9,600.00	1.00	9,600.00	0.25	2,400.00	1.00	9,600.00
5	Dense Graded Basecourse	0.10	619.00	61.90	267.56	26.76	267.56	26.76
6	Concrete Pavement - 4"	9.00	3,435.00	30,915.00	3,400.00	30,600.00	3,400.00	30,600.00
7	Concrete Pavement - 6" Reinforce	10.25	163.00	1,670.75	160.00	1,640.00	160.00	1,640.00
8	Concrete Pavement - 6" Colored R	18.00	2,011.00	36,198.00	2,000.00	36,000.00	2,000.00	36,000.00
9	4" Storm Sewer	62.10	34.00	2,111.40			34.00	2,111.40
10	8" Storm Sewer	82.00	46.00	3,772.00			46.00	3,772.00
11	12" Storm Sewer	84.95	61.00	5,181.95			65.00	5,521.75
12	Storm Sewer Structures	4,000.00	2.00	8,000.00			2.00	8,000.00
13	Water Lateral - 4"	70.35	234.00	16,461.90			240.00	16,884.00
14	Watermain Service Connection an	7,105.00	1.00	7,105.00			1.00	7,105.00
15	Electric Service Connection	3,500.00	1.00	3,500.00	0.90	3,150.00	0.90	3,150.00
16	Water Feature Equipment and Plu	68,072.41	1.00	68,072.41	0.95	64,668.79	0.95	64,668.79
17	7' Chainlink Fencing	63.00	158.00	9,954.00	142.20	8,958.60	142.20	8,958.60
18	4' Gate	448.00	1.00	448.00	1.00	448.00	1.00	448.00
19	10' Gate	860.00	2.00	1,720.00	2.00	1,720.00	2.00	1,720.00
20	Restoration	9,500.00	1.00	9,500.00	0.50	4,750.00	0.50	4,750.00
<b>Totals:</b>			<b>6,774.00</b>	<b>248,840.31</b>	<b>5,975.36</b>	<b>154,362.15</b>	<b>6,367.11</b>	<b>239,524.30</b>



## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION:** Memorandum of Agreement Weights and Measures Services

**REPORT PREPARED BY:** Danielle Block, Administrator/Director of Public Works

**REPORT DATE:** August 22, 2024

**ADMINISTRATOR'S REVIEW / COMMENTS:**

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

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

**EXPLANATION:**

The Village of Kimberly has historically entered into a Memorandum of Agreement with the City of Appleton to participate in the Weights and Measures Consortium. Participation in the Consortium allows the Village of Kimberly to comply with and provide services according to State Statute §98.04 and Municipal Code §476 Weights and Measures.

Attached is a presentation provided by the City of Appleton illustrating the update to the daily rate and the overall Weights & Measures Program operation. The updated Memorandum of Agreement is also attached.

Staff has reviewed the information and recommends maintaining our participation in the consortium and entering into the Memorandum of Agreement.

**RECOMMENDED ACTION:** Approve the City of Appleton | Village of Kimberly Memorandum of Agreement Weights and Measures Services valid for one year, with the option to renew for additional one-year periods upon written mutual agreement.

**City of Appleton | Village of Kimberly  
Memorandum of Agreement  
Weights and Measures Services**

**I. THE PARTIES**

- 1.01 The City of Appleton, is a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin (“Appleton”).
- 1.02 The Village of Kimberly, is a Wisconsin municipal corporation, doing business at 515 West Kimberly Avenue, Kimberly, Wisconsin (“Municipality”).

**II. THE RECITALS**

**WHEREAS,**

- 2.01 Appleton employs staff that are trained and qualified to provide the services and perform the duties of sealers of weights and measures in accordance with §§ 98.04(1) and 98.05, Wis. Stats.
- 2.02 The Municipality does not have its own department of weights and measures and therefore is in need of such services in order to comply with § 98.04(1), Wis. Stats.
- 2.03 In the interest of intermunicipal cooperation, Appleton is interested in offering weights and measures services to various municipalities provided it is economically feasible to do so.
- 2.04 Appleton and the Municipality wish to enter into a mutually beneficial agreement, in accordance with § 66.0301, wherein Appleton provides weights and measures services to the Municipality.

**III. THE AGREEMENT**

**NOW, THEREFORE,**

- 3.01 The recitals are hereby made a part of the Agreement.
- 3.02 Appleton agrees to furnish the Municipality with the services and perform duties of sealers of weights and measures pursuant to § 98.04, Wis. Stats. for the duration of this Agreement.
- 3.03.1 The Municipality agrees to compensate Appleton as follows:
- 3.03.2 The Municipality shall pay Appleton a fee of **\$3,850.00** and, in exchange, shall be provided up to **seven (7) days** of service. A day shall consist of 8 hours inclusive of travel to and from Appleton, inspections, paperwork, and reasonable personal breaks. Payment under this provision shall be non-refundable and non-proratable in the event that fewer days of service are actually required by the Municipality. The Municipality shall be billed 1/12 of the fee mentioned above per month. Invoices will be issued on the first day of the month. Payment of the invoices shall be due within thirty (30) days and shall accumulate interest at

1.5% per month for any unpaid balances. In the event the Municipality fails to pay the amount previously billed, in its entirety, within sixty (60) days of delinquency, Appleton may discontinue providing services under this Agreement until full payment of all amounts due is received. In addition, Appleton may require pre-payment of any remaining months, on a monthly basis, remaining under the contract.

- 3.03.3 In the event that the Municipality requires service in excess of the amount agreed to herein, the Municipality shall compensate Appleton at the rate of **\$550.00** per each additional day of service provided. The Municipality receiving the service under this paragraph, shall be billed in the same month that the service is provided. Payment of said invoice shall be due within thirty (30) days of issuance of the invoice. Terms as listed in Section 3.03.2 of this Agreement, relating to failure to pay invoices, shall apply to additional services provided pursuant to this paragraph.
- 3.04 [Reserved.]
- 3.05 Appleton is relying on several municipalities utilizing its weights and measures services in order to support the economic feasibility of this program and therefore reserves the right to cancel this Agreement if a sufficient number of municipalities fail to enter similar agreements with Appleton or withdraw from the program at some point in the future.
- 3.06 [Reserved.]
- 3.07 The Municipality agrees that the City of Appleton Sealer and Deputy Sealers of Weights and Measures shall have the full authority of, serve and act as agent of the Municipality to secure compliance with Ch. 98, Wis. Stats. and the Municipality's weights and measures ordinances.
- 3.08 The Municipality shall provide security and approval seals, letterhead and such other materials that shall bear the Municipality's name or location to be used in the course of the weights and measures services. Appleton shall provide equipment used in the course of testing.
- 3.09 The Municipality shall not withhold payments to Appleton for any reason provided City is in compliance with all terms of this Agreement.
- 3.10 This Agreement shall be valid for one (1) year commencing on date of execution.
- 3.11 Parties have the option to renew the agreement for additional one (1)-year periods upon mutual written agreement of the parties.
- 3.12 City of Appleton officers, officials, employees and agents shall have normally or regularly accepted insurance coverage provided by the City of Appleton and its insurance carrier(s).
- 3.13 This Agreement terminates and replaces any and all previous agreements between the Parties for furnishing the services and duties of sealers of weights and measures pursuant to § 98.04, Wis. Stats.
- 3.14 Nothing contained within this contract is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin

law, including those contained within Wis. Stats. §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

- 3.15 This contract may be executed in several counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this contract are inserted for convenience of reference only and shall not constitute a part hereof.
- 3.16 Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Contract has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf that respective Party.

#### **IV. SEVERABILITY CLAUSE**

- 4.01 In the event that any part of this Agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as is that clause did not exist.

#### **V. INDEMNIFICATION CLAUSE**

- 5.01 **The Municipality agrees to indemnify, defend and hold harmless Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expense or costs (including attorney fees) arising out of this agreement, caused in whole or in part by the Municipality, its officers, officials, employees, agents or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of Appleton.**

SIGNATURES BEGIN ON THE NEXT PAGE

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed on the day and year of the last signature below.

**Village of Kimberly**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

Provision has been made to pay the liability that will accrue under this contract

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Village Treasurer/Other

**City of Appleton**

By: \_\_\_\_\_  
Jacob A. Woodford, Mayor

By: \_\_\_\_\_  
Kami Lynch, City Clerk

Approved as to form:

Provision has been made to pay the liability that will accrue under this contract.

\_\_\_\_\_  
Christopher R. Behrens, City Attorney  
City Law: A22-0552 | 2024 Revisions dg

\_\_\_\_\_  
Jeri A. Ohman, Finance Director



# 2024 Kimberly W&M Program Review and Daily Rate Presentation

Eric Maggio  
Health Operations  
Supervisor  
8/1/2024

# Village of Kimberly Program Review



Quarterly/Annual Reports



State Surveys



Supplies

# 2024 City of Appleton W&M Budget

Appleton	Total
Consortium Contracts 2024	\$ 105,340.00
License fees (Appleton)	\$ 93,310.00
Revenue Total 2024	\$ 198,650.00
Expenses 2024	\$ 223,896.00
Shortfall	\$ (25,246.00)
Revenue Shortfall %	-13%

# Striking a Balance: Ensuring Equitable Cost Sharing



- Appleton 13% budget deficit
- Consortium Partners Average 39% revenue surplus

# 2024 Consortium Revenues/Expenses/ Surplus

## 2024 CONSORTIUM

Consortium Municipality	Total Contract Days	Contract Cost (\$460 Per Day)	License Revenue	Revenue Surplus %
Ashwaubenon	60	\$27,600.00	\$49,372.00	44.10%
Berlin	13	\$5,980.00	\$7,701.00	22.35%
Fox Crossing	10	\$4,600.00	\$12,080.00	61.92%
Greenville	8	\$3,680.00	\$8,170.00	54.96%
Kaukauna	21	\$9,660.00	\$14,697.50	34.27%
Kimberly	6	\$2,760.00	\$3,912.50	29.46%
Little Chute	17	\$7,820.00	\$12,070.50	35.21%
Neenah	36	\$16,560.00	\$28,870.50	42.64%
New London	18	\$8,280.00	\$11,905.00	30.45%
Ripon	18	\$8,280.00	\$11,242.00	26.35%
Waupaca	22	\$10,120.00	\$19,409.00	47.86%

# What are some factors that lead to this



W&M consortium  
billing support has  
increased



Outdated daily rate  
formula



Quest for budget  
neutrality and WI.  
\$98.04 (1) compliance



Fee schedule increases  
from 2022 (2023 billing  
year + 33%)

# State of Wisconsin SS 98.04 (1)

- The municipality may enact ordinances that regulate weights and measures and that are not in conflict with this chapter or the rules of the department of agriculture, trade and consumer protection. The municipality may assess fees that do not exceed the actual cost of its weights and measures program.

# Program expenses



Administrative  
time



Billing support



City official time



Misc. expenses

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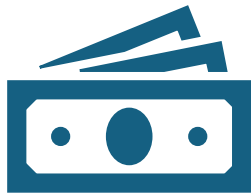


# Daily Rate History

Current Daily Rate \$460

Year	Rate	Year	Rate	Year	Rate
2003	\$384	2010	\$413	2017	\$420
2004	\$384	2011	\$414	2018	\$414
2005	\$384	2012	\$406	2019	\$435
2006	\$403	2013	\$411	2020	\$435
2007	\$419	2014	\$412	2021	\$426
2008	\$434	2015	\$412	2022	\$446
2009	\$426	2016	\$421	2023	\$446

# State of Wisconsin Daily Rate



Daily Rate - \$750.00



5.5 hour day



No billing help

---

# 2025 Tiered Daily Rate

Tiered Daily Rate	# of Days	Rate
Tier 1	0-9 Days	\$550.00
Tier 2	10-23 Days	\$575.00
Tier 3	24+	\$625.00

# Village of Kimberly

Kimberly	
Daily Rate	\$460.00
Annual Contract Days	6
Total Annual Cost	\$2,760.00
Total Revenue	\$3,912.50
Surplus	\$1,152.50
Surplus to Revenue %	29.46%

# Village of Kimberly



NEW GROCERY STORE



2 GAS STATIONS



SMALLEST CONSORTIUM  
PARTNER

# Village of Kimberly

- Rate change + \$90 per day (Tier 1)
- Contract days + 1 days
- Festival Foods (Sept. \$1000+)

Kimberly	
Tier 1 Rate	\$550.00
Annual Contract Days	7
Total Annual Cost	\$3,850.00
Total Revenue	\$4,802.50
Surplus	\$952.50
Surplus to Revenue %	19.8%



# Village of Kimberly

Increased billing  
support

Compliance with  
SS 98.04 (1)

Increases to Daily  
Rate will always  
reflect surplus  
revenue %

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# Billing Support Timeline



PREPARATION OF THE  
INVOICES LATE  
OCTOBER



INVOICES DELIVERED  
EARLY NOVEMBER



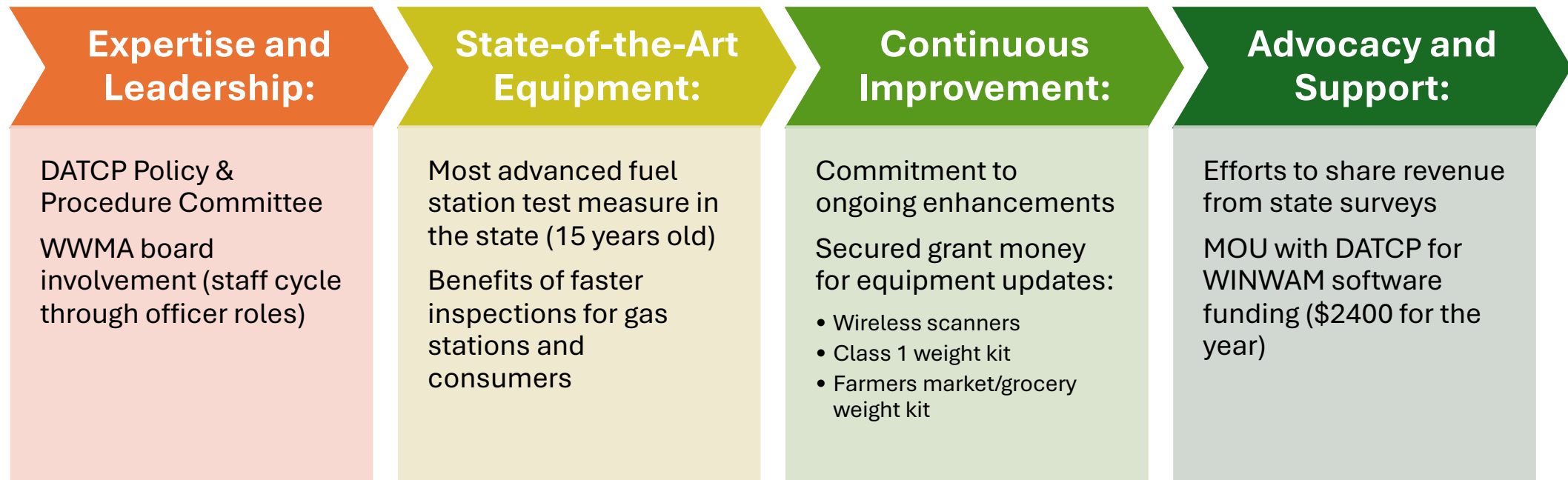
PAYMENTS WILL BE  
RECEIVED BY KIMBERLY



BILLING QUESTIONS  
HANDLED BY APPLETON



# Why Partner with Appleton Weights & Measures: Expertise, Innovation, and Commitment



# Summary of Changes

Consortium Municipality	Total Contract Days	Contract Cost (Tier)	License Revenue	Surplus	Revenue Surplus %	Notes
Ashwaubenon	64	\$40,000.00	\$49,372.00	\$9,372.00	19.0%	Added 4 Days
Berlin	12	\$6,900.00	\$7,701.00	\$801.00	10.4%	Removed 1 Day
Fox Crossing	13	\$9,775.00	\$12,080.00	\$2,305.00	19.1%	Added 3 Days, Reduced pump fees, base license
Greenville	10	\$6,900.00	\$8,170.00	\$1,270.00	16.3%	Added 2 Days, Reduced pump fees
Kaukauna	21	\$12,075.00	\$14,697.50	\$2,622.50	17.8%	
Kimberly	7	\$3,850.00	\$4,802.50	\$952.50	19.8%	Added 1 Day (Festival Foods)
Little Chute	17	\$9,775.00	\$12,070.50	\$2,295.50	19.0%	
Neenah	38	\$23,750.00	\$28,870.50	\$5,120.50	17.7%	Added 2 Days
New London	18	\$10,350.00	\$11,905.00	\$1,555.00	13.1%	
Ripon	17	\$9,775.00	\$11,242.00	\$1,467.00	13.1%	Removed 1 Day
Waupaca	25	\$15,625.00	\$19,409.00	\$3,784.00	19.5%	Added 3 Days

# Transparency



Appleton	Total
Consortium Contracts 2024	\$ 105,340.00
License fees (Appleton)	\$ <u>93,310.00</u>
Revenue Total 2024	\$ <u>198,650.00</u>
Expenses 2024	\$ 223,896.00
Shortfall	\$ <u>(25,246.00)</u>
<hr/>	
Tierd Rate Contracts 2025	\$ 145,325.00
License fees (Appleton)	\$ <u>93,310.00</u>
Revenue Total 2025	\$ <u>238,635.00</u>
Expenses 2025* (Estimated)	\$ 235,000.00
Surplus	\$ <u>3,685.00</u>
Surplus to Revenue %	2%

Thank you



## Village of Kimberly Request for Board Consideration

**ITEM DESCRIPTION:** Architectural Review – Blue at the Trail – Ranch Plan (Tanha & Satori Trail) & 2-Story 2-Unit Plan (Satori Trail)

**REPORT PREPARED BY:** Danielle Block, Administrator/Director of Public Works

**REPORT DATE:** August 22, 2024

**ADMINISTRATOR'S REVIEW / COMMENTS:**

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

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

**EXPLANATION:** In the Planned Unit Development at Blue at the Trail, the developer has submitted unique and visually appealing plans for the ranch and 2-story 2-unit homes along Tanha & Satori Trail. The 2-story 2-unit homes will be constructed along Satori Trail. The Ranch Plan will be constructed along Tanha & Satori Trail.

Enclosed with this staff update is the Plan Commission staff report, supporting materials and plans.

**RECOMMENDED ACTION:** The Plan Commission recommends approval of the submitted architectural plans.



## Village of Kimberly Request for Plan Commission Recommendation

**ITEM DESCRIPTION:** Site Plan Review – Blue at the Trail – Ranch Plan (Tanha & Satori Trail) & 2-Story 2-Unit Plan (Satori Trail)

**REPORT PREPARED BY:** Danielle Block

**REPORT DATE:** August 13, 2024

**EXPLANATION:** In the Planned Unit Development at Blue at the Trail, the developer has submitted unique and visually appealing plans for the ranch and 2-story 2-unit homes along Tanha & Satori Trail. The 2-story 2-unit homes will be constructed along Satori Trail. The Ranch Plan will be constructed along Tanha & Satori Trail. See the site plan pages for unit locations.

#### **Ranch Home**

1. 1563 sf home.
2. 590 sf attached garage.
3. Slab on grade with first floor mechanical room.
4. Unique design features.

#### **2-Story 2-Unit**

1. Side "A" total 1883 sf. 527 sf attached garage.
2. Side "B" total 1912 sf. 527 sf attached garage.
3. Slab on grade with first floor mechanical room.
4. Unique design features.

**Aesthetic:** Both plans blend architectural lines and visual aspects of the large condo building including blending faux wood appearance to the exterior front doors, soffits and garage doors. Similar hues of color.

Staff has completed a review of the architectural components of the plans and notes the following related to the development:

1. **Planned Unit Development Designation, Plat & Covenants.** Required for Lot 1 and Lot 2 a Planned Unit Development. The zoning ordinance provides the ability to consider and approve Planned Unit Development to encourage and promote environmental design, allowing greater freedom, imagination and flexibility in the development of land. Setback standards need to be established. Covenants/condominium declarations to be established. Site grading and drainage plan required. Plat required for the development.

**RECOMMENDED ACTION:** Staff recommends architectural approval of the submitted plans.



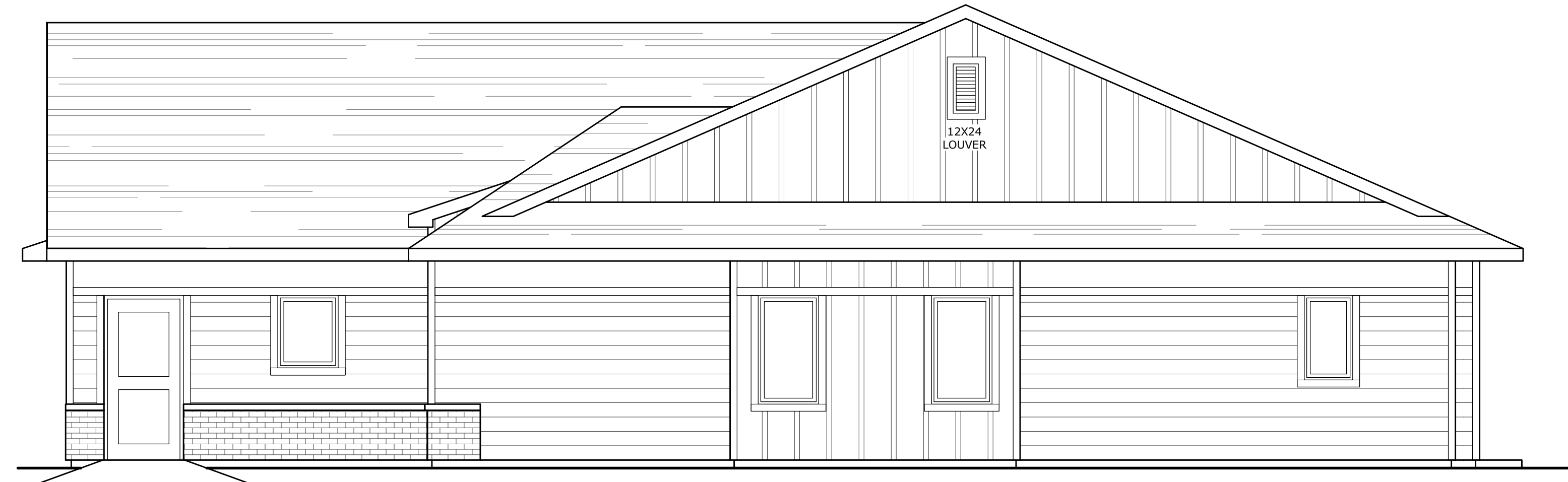
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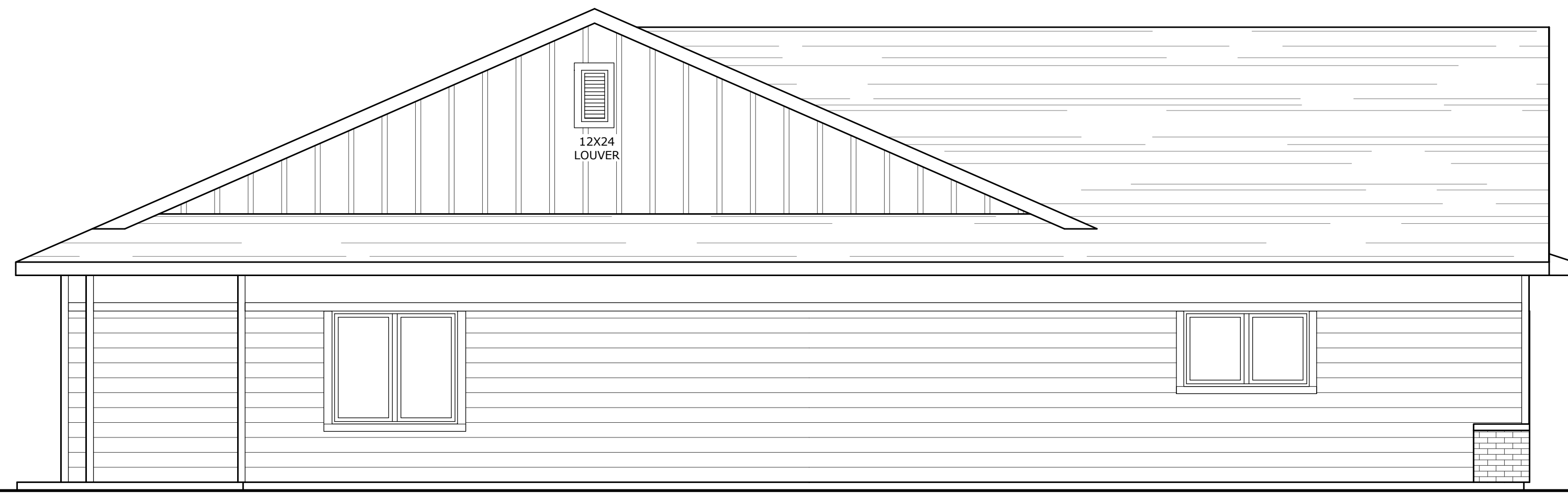




**FRONT ELEVATION**  
1/4" = 1'-0"



**RIGHT ELEVATION**  
1/4" = 1'-0"



**LEFT ELEVATION**  
1/4" = 1'-0"



**REAR ELEVATION**  
1/4" = 1'-0"

REVISIONS	DATE	BY
PRELIMINARY PLAN	05/14/2024	MCT
REVISIONS	05/23/2024	MCT
BID PLAN	07/01/2024	DJE
FINAL PLAN	07/25/2024	CJP

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**FINAL PLAN**

**UNIT #22A & #11A - BLUE AT  
THE TRAIL**

UNIT #22A & #11A  
KIMBERLY, WI 54137

BRYAN KASTER



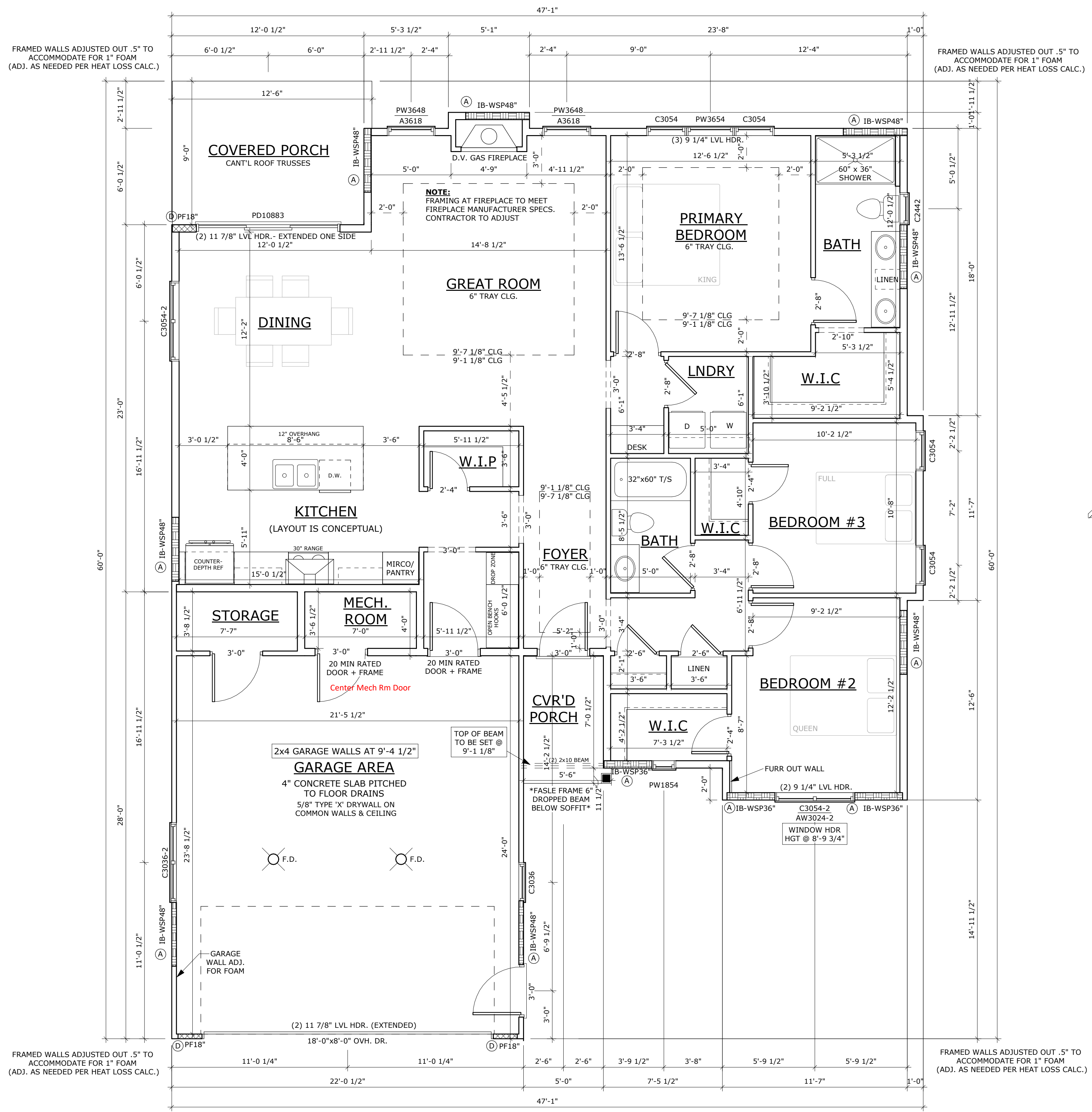
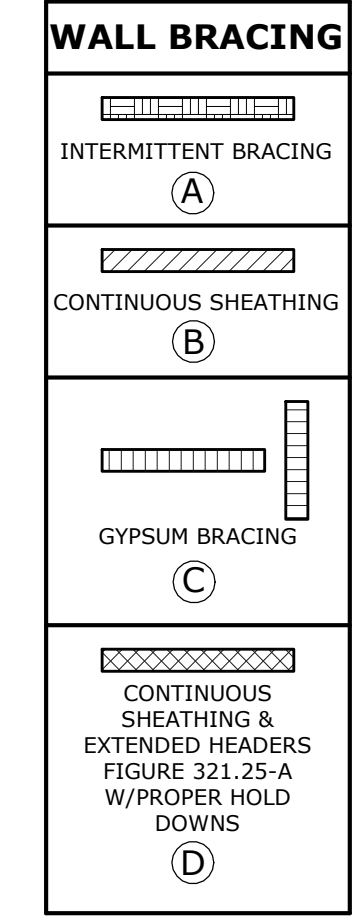
DESIGNER: D EVERS	SCALE: 1/4" = 1'-0"	PROJECT NO: R24-294-W
BHEET NO: A1		

**Building Site: #11A (351 Tanha Trail) & #22A (351 Satori Trail)**

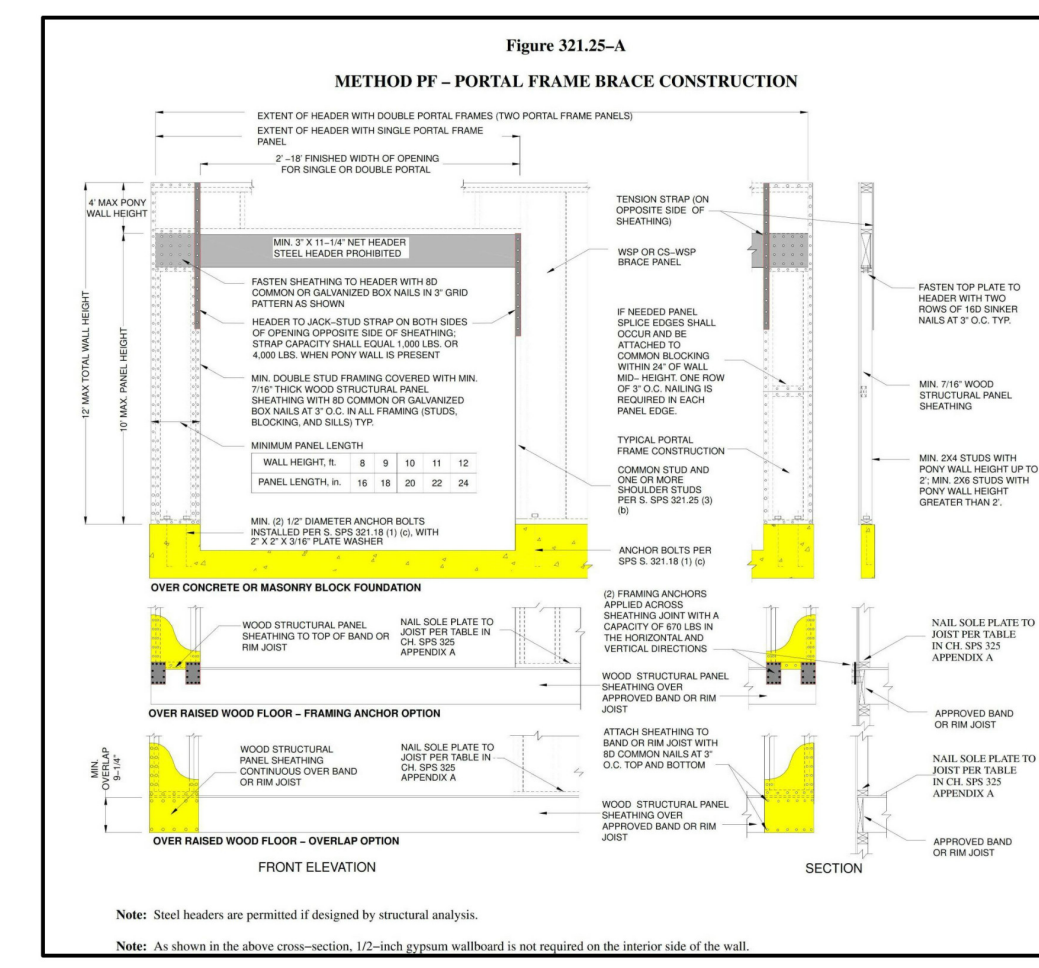
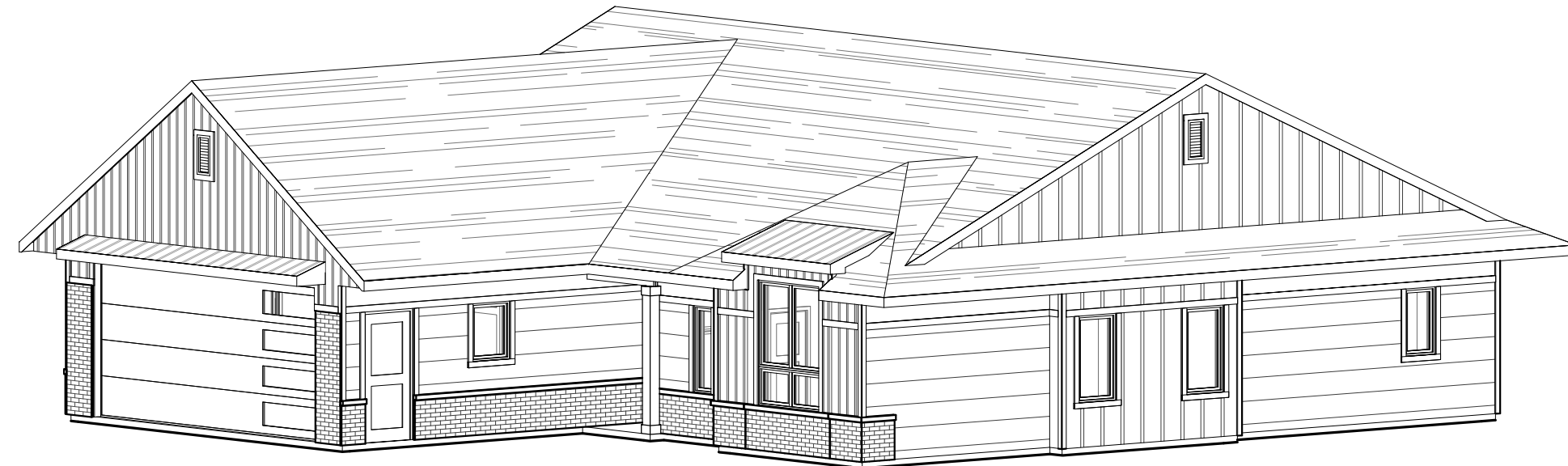
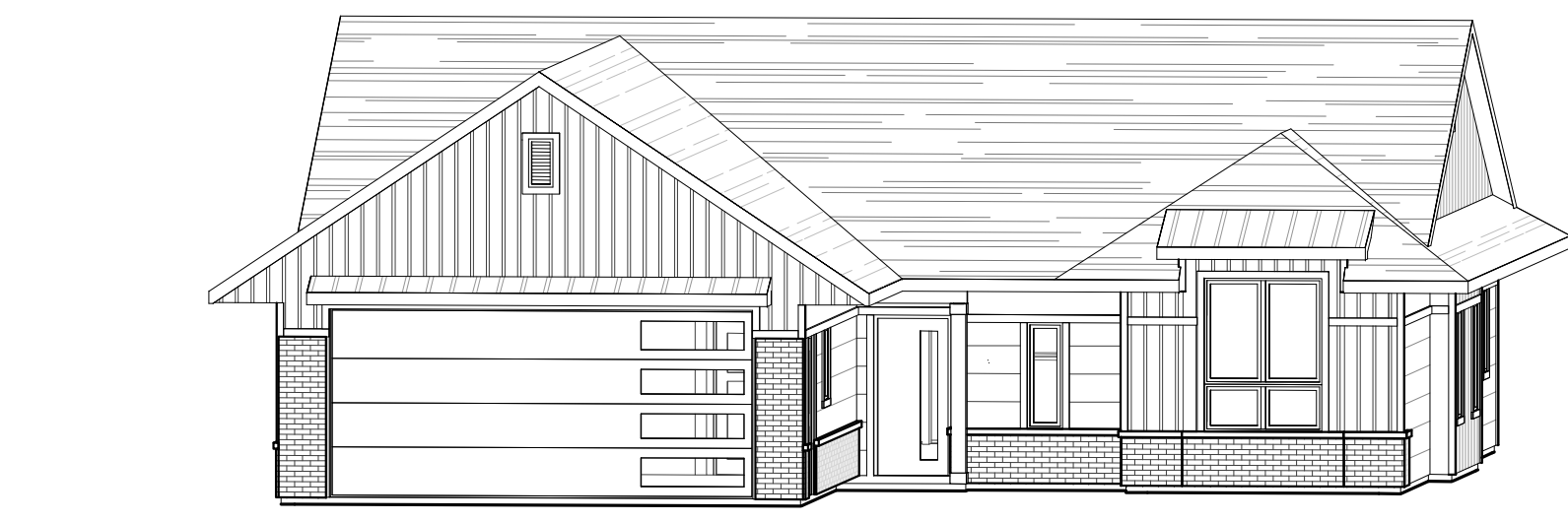
**NEW HOME PLAN SPECIFICATIONS**

- FOUNDATION INFORMATION**
- HOUSE FOUNDATION**  
10" x 4'-0" POURED CONCRETE WALL
  - GARAGE FOUNDATION**  
6" x 4'-0" POURED CONCRETE WALL
  - PORCH/PATIO FOUNDATION (UNEXCAVATED)**  
6" x 4'-0" POURED CONCRETE WALL (MIN. 4'-0" TALL)
  - WALL THICKNESS FOR REPRESENTATION ONLY- MASON/CONTRACTOR TO VERIFY
  - FINAL WALL/POST FOOTING SIZE AND DEPTH DETERMINED BY CONTRACTOR
  - MASON TO LOCATE PILASTERS AND SIZE FOOTINGS PER CODE AND SOIL CONDITIONS
  - WINDOWS/DOORS TO BE SET IN CONCRETE WALL- MAKE R.O. 3" BIGGER IN WIDTH AND HEIGHT
  - BEARING WALLS TO SIT ON MIN. 16" x 8" CONT. CONCRETE FOOTINGS, STUDS @ 16" O.C.
- WALL INFORMATION**
- STUDS @ 16" O.C. (UNLESS NOTED/SHOWN OTHERWISE)
  - HOUSE EXTERIOR**  
FIRST FLOOR WALL HEIGHT: 2 x 6 x 9' 1 1/8" (UNLESS NOTED/SHOWN OTHERWISE)
  - HOUSE INTERIOR**  
FIRST FLOOR WALL HEIGHT: 2 x 4 x 9'-4 1/2" (UNLESS NOTED/SHOWN OTHERWISE)
  - GARAGE**  
WALL HEIGHT: 2 x 4 x 9'-4 1/2" (UNLESS NOTED/SHOWN OTHERWISE)
- FLOOR SYSTEMS**
- BASEMENT**  
4" CONCRETE SLAB
  - FIRST FLOOR**  
4" CONCRETE SLAB
  - STANDARD LOADING (PER SQ. FT.)  
40' LL, 15' DL
  - ADDITIONAL LOADING (PER SQ. FT.) (WHEN APPLICABLE)  
10' DL FOR TILE FLOOR  
13' DL FOR GYP/CRTE (1.5" THICK)  
20' DL FOR FIREPLACE FACE/HEARTH  
25' DL FOR GRANITE/QUARTZ
  - DEFLECTION: LL=L/480, TL=L/360
  - DURATION OF LOAD: 1.00%
- ROOF SYSTEMS**
- ENGINEERED WOOD TRUSSES @ 24" O.C.  
DESIGNED FOR: ZONE 2
  - STD. LOADING (PER SQ. FT.)  
30' TCD, 104' TCDL, 104' BCDL
  - DEFLECTION: LL=L/240, TL=L/180
  - DURATION OF LOAD: 1.15%
- HEADERS**
- STANDARD HEADER  
ALL HEADERS NOT LABELED AS LVL TO BE MIN. (2) 2x10'S HEADER FOR ON-SITE (UNLESS VALUE ENGINEERED FOR OFF-SITE CONSTRUCTION)
  - TOP OF WINDOW R.O.S.  
FIRST FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR (UNLESS NOTED/SHOWN OTHERWISE)
  - MINIMUM OF (2) SHOULDER STUDS AT EACH END FOR ALL OPENINGS 6'-0" AND LARGER
- GENERAL INFORMATION**
- ALL DIMENSIONS ARE TO THE ROUGH STUD (UNLESS NOTED OTHERWISE)
  - 2X6 WALLS=5 1/2", 2X4 WALLS=3 1/2"
  - ALL DIMENSIONS ARE TO OUTSIDE OF FOUNDATION WALLS/BRICK LEDGES
  - GENERAL CONTRACTOR TO LOCATE THE FOLLOWING ITEMS IN THE FOUNDATION (WHEN APPLICABLE)  
FLOOR DRAINS, ELECTRIC SERVICES, WATER HEATER, SUMP PIT + PUMP, FURNACE, GAS/PL LINE, BASEMENT WINDOWS, ETC.
  - ACTUAL STEPS IN FOUNDATION WALLS AND LOCATION OF WINDOW WALLS TO BE DETERMINED ON-SITE BY GENERAL CONTRACTOR
  - DECK FRAMING SPECIFICATION TO MEET OR EXCEED REQUIREMENTS DEFINED WITHIN "APPENDIX B" OF THE WI UNIFORM DWELLING
  - ALL CABINET LAYOUTS ARE CONCEPTUAL-CONSULT CABINET DESIGNER FOR EXACT SIZES AND LOCATIONS OF CABINETS, APPLIANCES, AND WINDOWS
  - ALL DOOR HEIGHTS ARE 6'-8" UNLESS NOTED/SHOWN OTHERWISE

FIRST FLOOR AREA 1563 SF  
**TOTAL AREA 1563 SF**  
 GARAGE FLOOR AREA 590 SF



**FIRST FLOOR PLAN**  
 1/4" = 1'-0" WALL HEIGHT: 9'-1 1/8"



**FINAL PLAN**

**UNIT #22A & #11A - BLUE AT THE TRAIL**  
 BRYAN KASTER  
 UNIT #22A & #11A  
 KIMBERLY, WI 54137

DATE	DESCRIPTION	BY	CHK
05/14/2024	MCT PRELIMINARY PLAN		
05/23/2024	MCT REVISIONS		
07/01/2024	MCT REVISIONS		
07/25/2024	DJE BID PLAN		
07/26/2024	CJP FINAL PLAN		

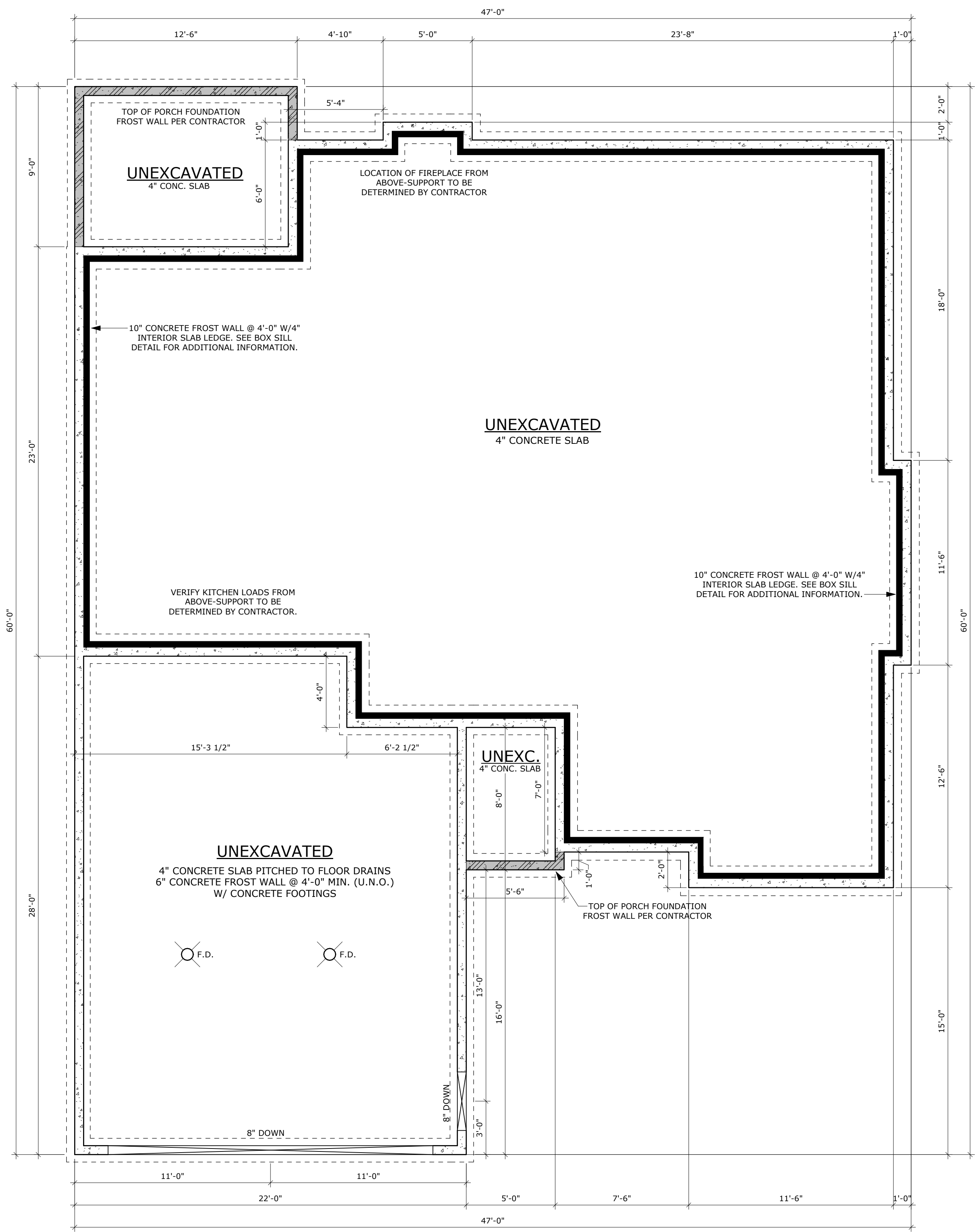
DESIGNER: D. EVERS  
 SCALE: 1/4" = 1'-0"  
 SHEET NO: **A2**  
 PROJECT NO: R24-294-W



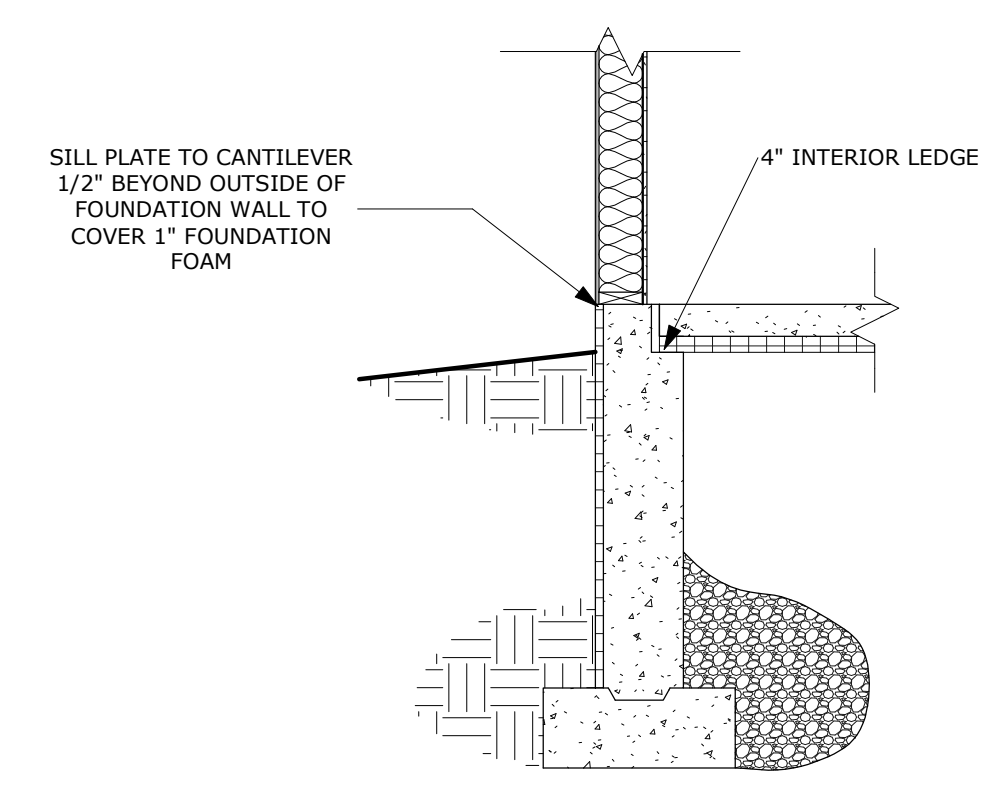
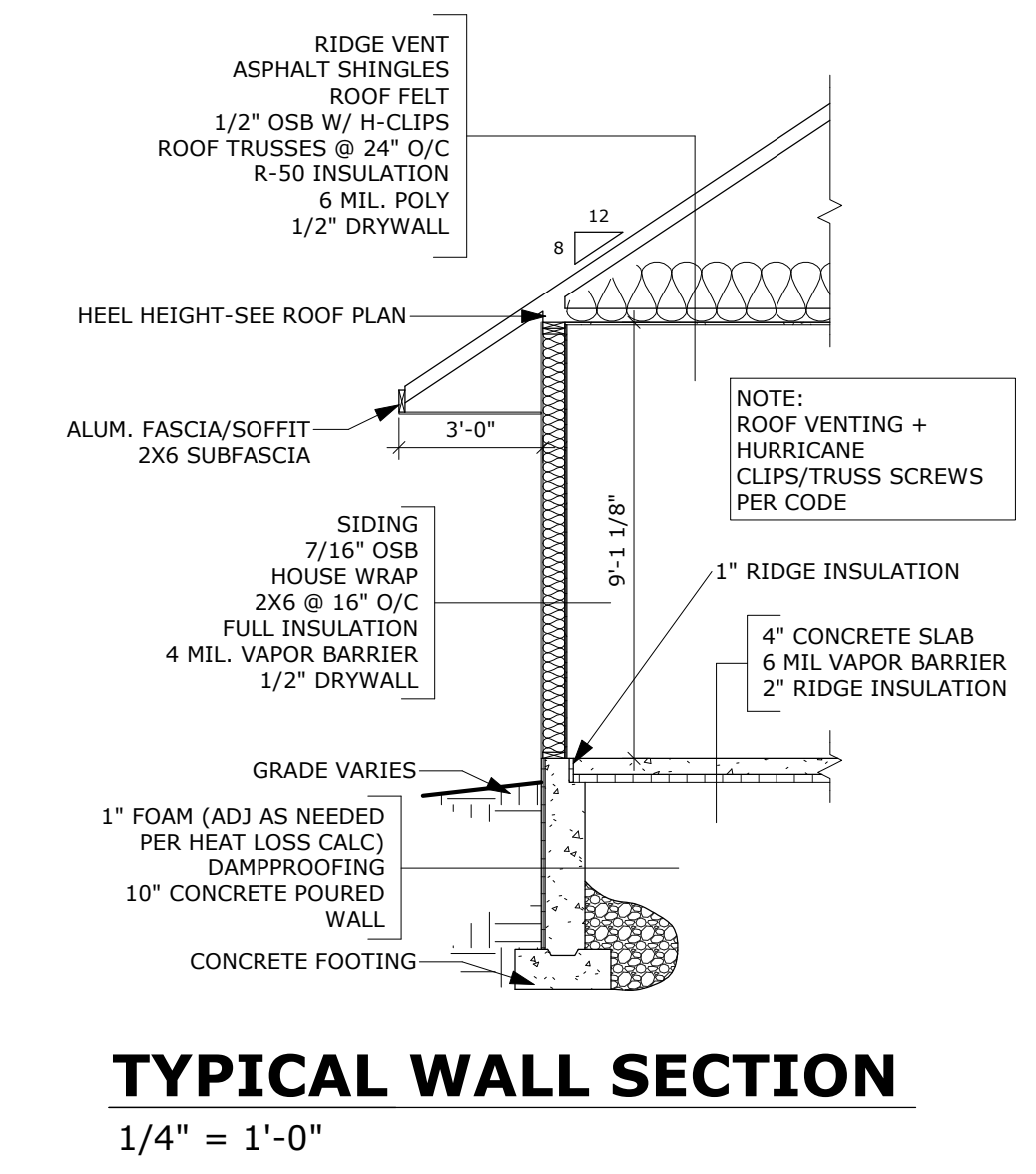
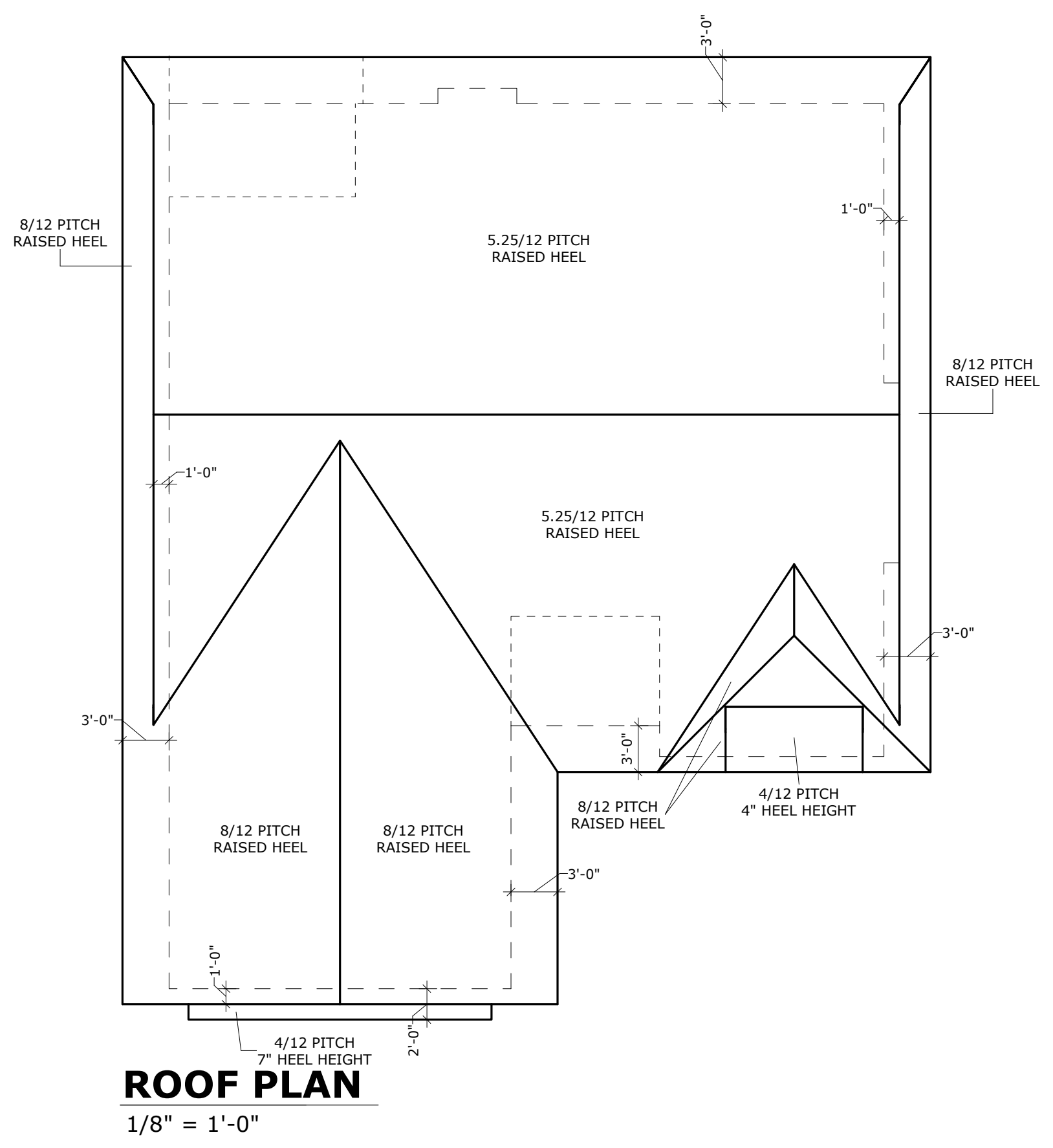
**NEW HOME PLAN SPECIFICATIONS**

- FOUNDATION INFORMATION**
- HOUSE FOUNDATION**  
10" x 4'-0" POURED CONCRETE WALL
  - GARAGE FOUNDATION**  
6" x 4'-0" POURED CONCRETE WALL
  - PORCH/PATIO FOUNDATION (UNEXCAVATED)**  
6" x 4'-0" POURED CONCRETE WALL (MIN. 4'-0" TALL)
  - WALL THICKNESS FOR REPRESENTATION ONLY- MASON/CONTRACTOR TO VERIFY
  - FINAL WALL/POST FOOTING SIZE AND DEPTH DETERMINED BY CONTRACTOR
  - MASON TO LOCATE PILASTERS AND SIZE FOOTINGS PER CODE AND SOIL CONDITIONS
  - WINDOWS/DOORS TO BE SET IN CONCRETE WALL- MAKE R.O. 3" BIGGER IN WIDTH AND HEIGHT
  - BEARING WALLS TO SIT ON MIN. 16" X 8" CONT. CONCRETE FOOTINGS, STUDS @ 16" O.C.
- WALL INFORMATION**
- STUDS @ 16" O.C. (UNLESS NOTED/SHOWN OTHERWISE)
  - HOUSE EXTERIOR**  
FIRST FLOOR WALL HEIGHT: 2 x 6 x 9' 1 1/8" (UNLESS NOTED/SHOWN OTHERWISE)
  - HOUSE INTERIOR**  
FIRST FLOOR WALL HEIGHT: 2 x 4 x 9' 1 1/8" (UNLESS NOTED/SHOWN OTHERWISE)
- GARAGE**
- WALL HEIGHT: 2 x 4 x 9'-4 1/2" (UNLESS NOTED/SHOWN OTHERWISE)
- FLOOR SYSTEMS**
- BASEMENT**  
4" CONCRETE SLAB
  - FIRST FLOOR**  
4" CONCRETE SLAB
  - STANDARD LOADING (PER SQ. FT.)  
40' LL, 15' DL
  - ADDITIONAL LOADING (PER SQ. FT.) (WHEN APPLICABLE)  
10" DL FOR TILE FLOOR  
13" DL FOR GYP/CRETE (1.5" THICK)  
20" DL FOR FIREPLACE FACE/HEARTH  
25" DL FOR GRANITE/QUARTZ
  - DEFLECTION: LL=L/480, TL=L/360
  - DURATION OF LOAD: 1.00%
- ROOF SYSTEMS**
- ENGINEERED WOOD TRUSSES @ 24" O.C. DESIGNED FOR: ZONE 2
  - STD. LOADING (PER SQ. FT.)  
30' TOLL, 104' TCDL, 104' BCDL
  - DEFLECTION: LL=L/240, TL=L/180
  - DURATION OF LOAD: 1.15%
- HEADERS**
- STANDARD HEADER
  - ALL HEADERS NOT LABELED AS LVL TO BE MIN. (2) 2x10'S HEADER FOR ON-SITE (UNLESS VALUE ENGINEERED FOR OFF-SITE CONSTRUCTION)
  - TOP OF WINDOW R.O.S.  
FIRST FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR (UNLESS NOTED/SHOWN OTHERWISE)
  - MINIMUM OF (2) SHOULDER STUDS AT EACH END FOR ALL OPENINGS 6'-0" AND LARGER
- GENERAL INFORMATION**
- ALL DIMENSIONS ARE TO THE ROUGH STUD (UNLESS NOTED OTHERWISE)
  - 2X6 WALLS=5 1/2", 2X4 WALLS =3 1/2"
  - ALL DIMENSIONS ARE TO OUTSIDE OF FOUNDATION WALLS/BRICK LEDGES
  - GENERAL CONTRACTOR TO LOCATE THE FOLLOWING ITEMS IN THE FOUNDATION (WHEN APPLICABLE)  
FLOOR DRAINS, ELECTRIC SERVICES, WATER HEATER, SUMP PIT + PUMP, FURNACE, GAS/LP LINE, BASEMENT, WINDOWS, ETC.
  - ACTUAL STEPS IN FOUNDATION WALLS AND LOCATION OF WINDOW WELLS TO BE DETERMINED ON-SITE BY GENERAL CONTRACTOR
  - DECK FRAMING SPECIFICATION TO MEET OR EXCEED REQUIREMENTS DEFINED WITHIN "APPENDIX B" OF THE WI UNIFORM DWELLING
  - ALL CABINET LAYOUTS ARE CONCEPTUAL-CONSULT CABINET DESIGNER FOR EXACT SIZES AND LOCATIONS OF CABINETS, APPLIANCES, AND WINDOWS
  - ALL DOOR HEIGHTS ARE 6'-8" UNLESS NOTED/SHOWN OTHERWISE

FIRST FLOOR AREA 1563 SF  
**TOTAL AREA 1563 SF**  
 GARAGE FLOOR AREA 590 SF



**FOUNDATION PLAN**  
1/4" = 1'-0" WALL HEIGHT: 4'-0"



**BOX SILL DETAIL**  
1/2" = 1'-0"

**FINAL PLAN**

DESIGNER: D. EVERS	DATE: 05/14/2024	REVISIONS: MCT	PRELIMINARY PLAN
SCALE: As indicated	DATE: 05/23/2024	REVISIONS: MCT	REVISIONS
BHEET NO: A3	DATE: 07/01/2024	REVISIONS: DJE	BID PLAN
PROJECT NO: R24-294-W	DATE: 07/25/2024	REVISIONS: CJP	FINAL PLAN

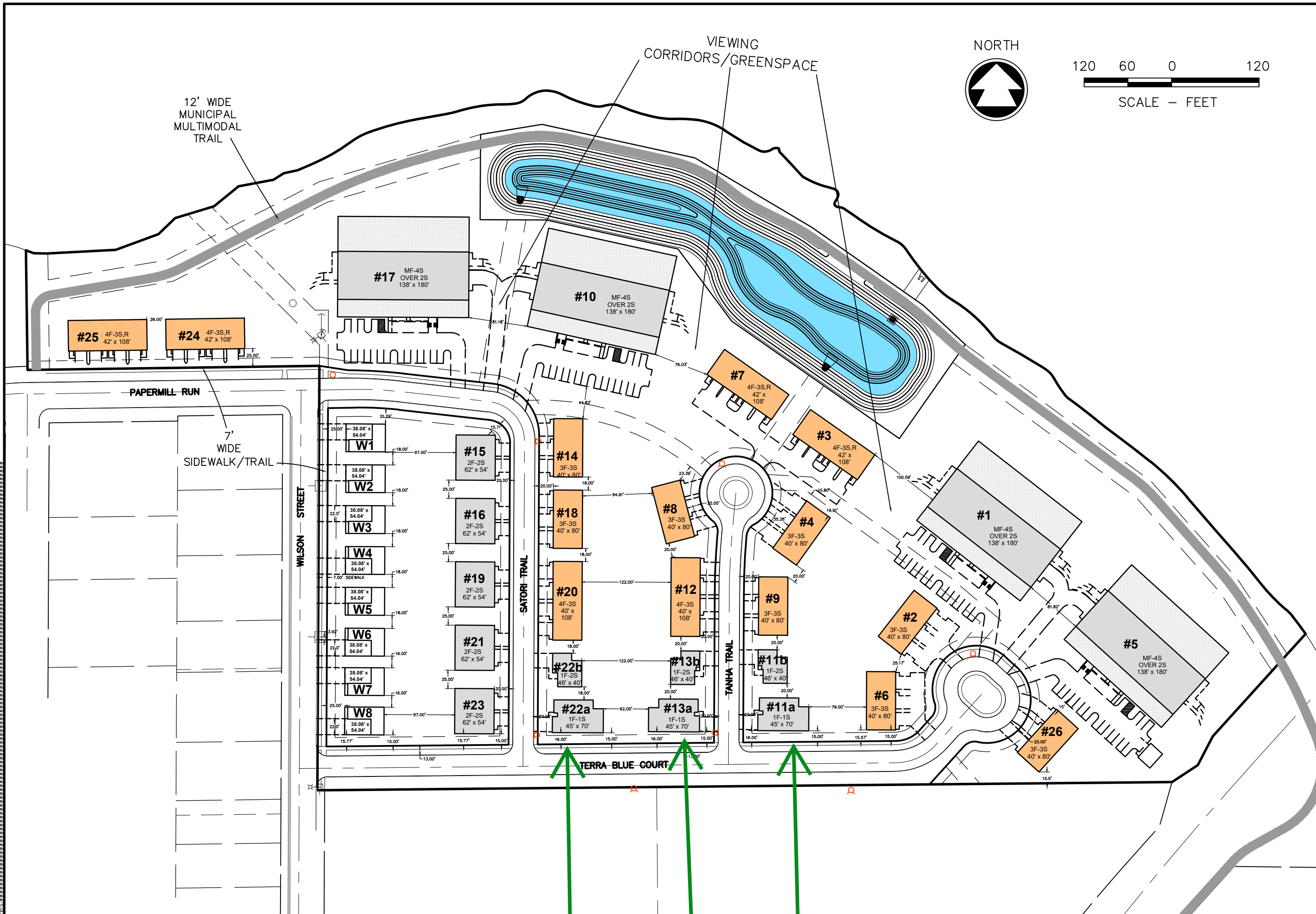
UNIT #22A & #11A - BLUE AT THE TRAIL

BRYAN KASTER

UNIT #22A & #11A  
KIMBERLY, WI 54137

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z:\projects\K0001\092100400\CADD\Civil3D\Figures-Exhibits\Cedars East map\_ZRL 3-02-2023.dwg, 11x17, Plot Date: 9/18/2023 8:45:00 AM



**McMAHON**  
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.  
1445 McMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

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**THE BLUE DEVELOPMENT  
V. OF KIMBERLY, OUTAGAMIE COUNTY, WI  
OVERALL SITE LAYOUT**

DESIGNED ZRL	DRAWN CWK
PROJECT NO. K0001 092100400	
DATE FEB. 2023	
SHEET NO. <b>1</b>	



Rendered By  
**Drexel**<sup>TM</sup>





**FRONT ELEVATION**

1/4" = 1'-0"



**LEFT ELEVATION**

1/4" = 1'-0"



**FINAL PLAN**

REVISION	DATE	BY
PRELIMINARY PLAN	05/16/2024	CJP
REVISION	05/24/2024	CJP
REVISION	06/12/2024	MCT
REVISION	06/20/2024	MCT
REVISION	06/26/2024	DJE
REVISION	07/02/2024	MCT
FINAL PLAN	07/08/2024	DJE
REV FINAL PLAN	07/19/2024	DJE

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**BLUE AT THE TRAIL UNIT #23, #19, #16**

**BRYAN KASTER**  
 KIMBERLY, WI

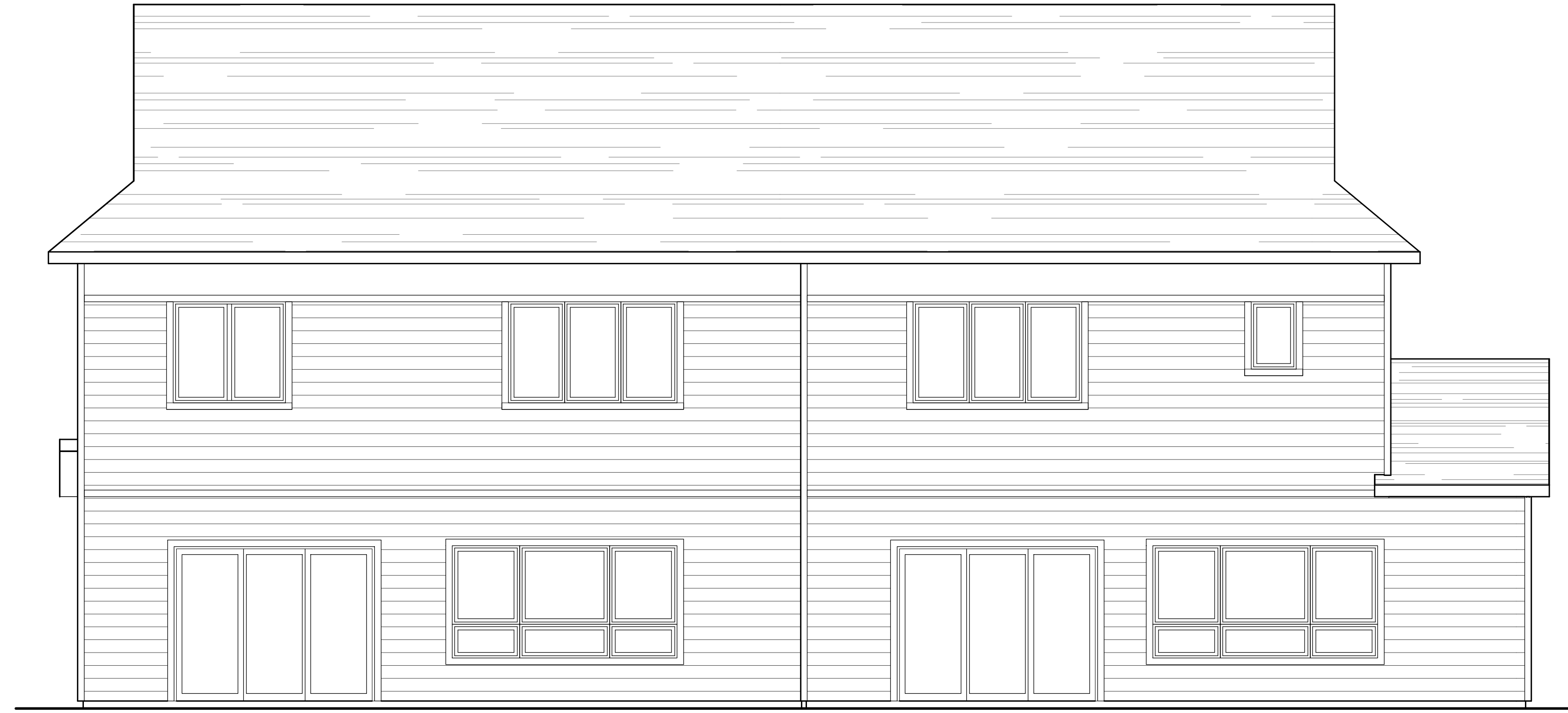
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**UNIT #23 (350 / 352 SATORI TRAIL),**

**UNIT #19 (362 / 364 SATORI TRAIL),**

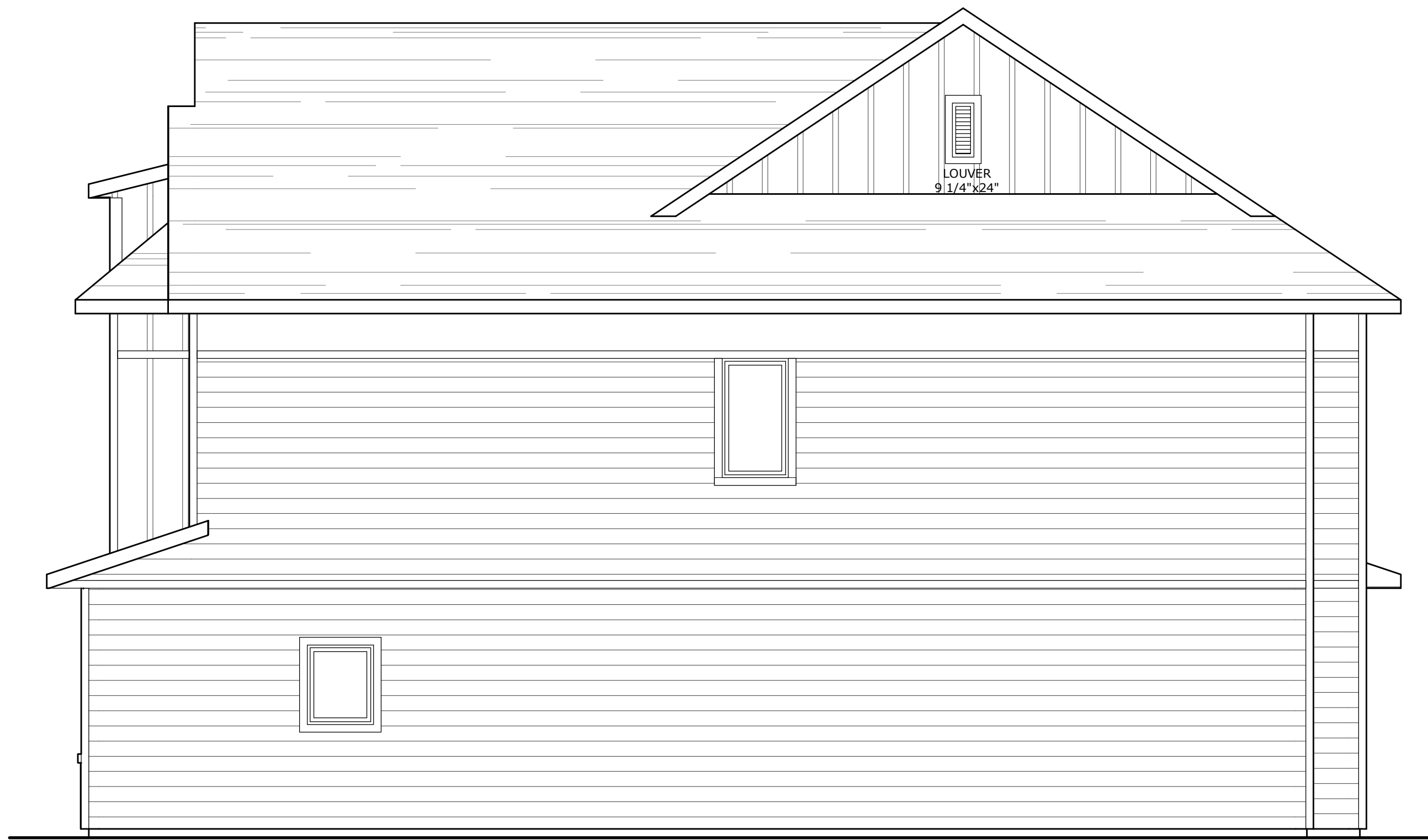
**UNIT #16 (372 / 374 SATORI TRAIL)**

DESIGNER: D. EVERS  
 SCALE: 1/4" = 1'-0"  
 SHEET NO: **A1**  
 PROJECT NO: M24-306-W



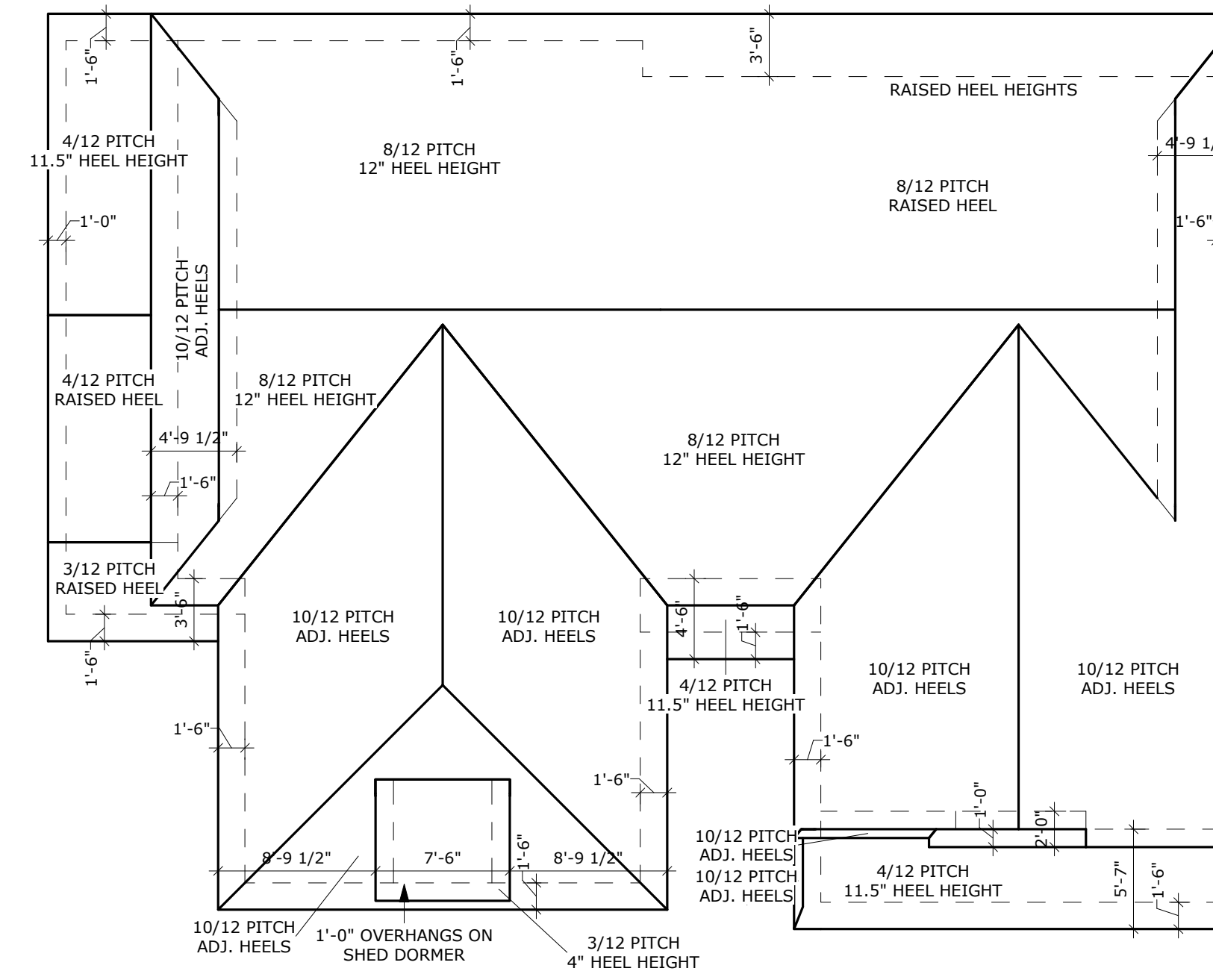
**REAR ELEVATION**

1/4" = 1'-0"



**RIGHT ELEVATION**

1/4" = 1'-0"



**ROOF PLAN**

1/8" = 1'-0"

REVISION	DATE	BY
PRELIMINARY PLAN	05/16/2024	CJP
REVISION	05/24/2024	CJP
REVISION	06/12/2024	MCT
REVISION	06/20/2024	MCT
REVISION	06/26/2024	DJE
REVISION	07/02/2024	MCT
FINAL PLAN	07/08/2024	DJE
REV FINAL PLAN	07/19/2024	DJE

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**FINAL PLAN**

**BLUE AT THE TRAIL UNIT  
 #23, #19, #16**

BRYAN KASTER

KIMBERLY, WI

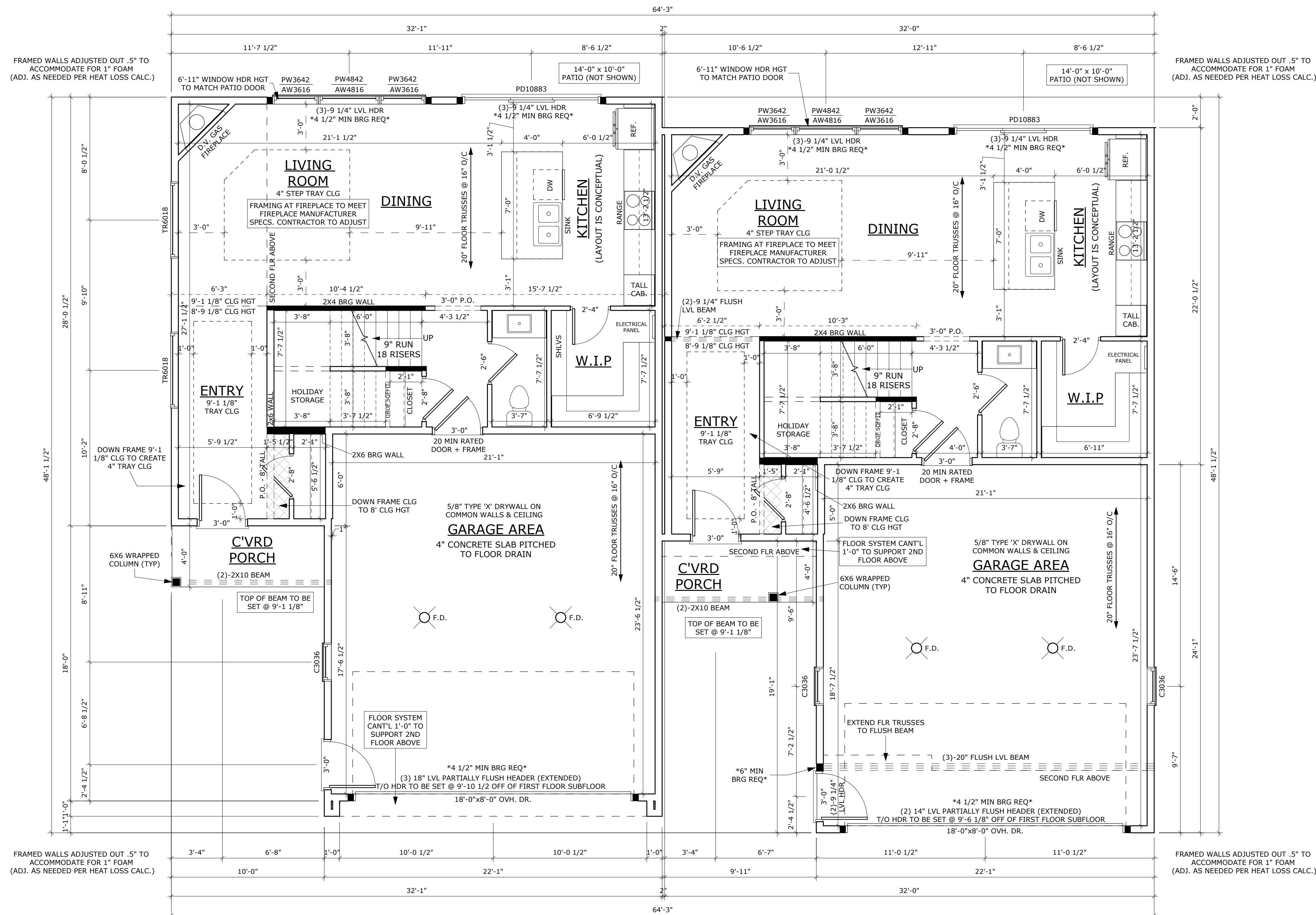


DESIGNER:	D. EVERS
SCALE:	As indicated
SHEET NO.:	<b>A2</b>
PROJECT NO.:	M24-306-W



**NEW HOME PLAN SPECIFICATIONS**

- FOUNDATION INFORMATION**
- HOUSE FOUNDATION**  
10' x 4'-0" POURED CONCRETE WALL
  - GARAGE FOUNDATION**  
6' x 4'-0" POURED CONCRETE WALL
  - PORCH/PATIO FOUNDATION (UNEXCAVATED)**  
6' x 4'-0" POURED CONCRETE WALL (MIN. 4'-0" TALL)
  - WALL THICKNESS FOR REPRESENTATION ONLY- MASON/CONTRACTOR TO VERIFY
  - FINAL FOOTING SIZE AND DEPTH DETERMINED BY CONTRACTOR
  - MASON TO LOCATE PILASTERS AND SIZE FOOTINGS PER CODE AND SOIL CONDITIONS
  - WINDOWS/DOORS TO BE SET IN CONCRETE WALL- MAKE R.O. 3" BIGGER IN WIDTH AND HEIGHT
  - BEARING WALLS TO SIT ON MIN. 16" X 8" CONT. CONCRETE FOOTINGS, STUDS @ 16" O.C.
- WALL INFORMATION**
- \*STUDS @ 16" O.C. (UNLESS NOTED/SHOWN OTHERWISE)
  - HOUSE EXTERIOR**  
FIRST FLOOR WALL HEIGHT: 2 x 6 x 9' 1 1/8" (UNLESS NOTED/SHOWN OTHERWISE)  
SECOND FLOOR WALL HEIGHT: 2 x 6 x 9' 1 1/8" (UNLESS NOTED/SHOWN OTHERWISE)
  - HOUSE INTERIOR**  
FIRST FLOOR WALL HEIGHT: 2 x 4 x 9' 1 1/8" (UNLESS NOTED/SHOWN OTHERWISE)  
SECOND FLOOR WALL HEIGHT: 2 x 4 x 9' 1 1/8" (UNLESS NOTED/SHOWN OTHERWISE)
  - GARAGE**  
WALL HEIGHT: 2 x 6 x 9'-1 1/8" (UNLESS NOTED/SHOWN OTHERWISE)
- FLOOR SYSTEMS**
- BASEMENT**  
4" CONCRETE SLAB
  - FIRST FLOOR**  
4" CONCRETE SLAB
  - SECOND FLOOR**  
20" FLOOR TRUSSES @ 16" O.C.  
STANDARD LOADING (PER SQ. FT.)  
40# LL, 15# DL  
ADDITIONAL LOADING (PER SQ. FT.) (WHEN APPLICABLE)  
10# DL FOR TILE FLOOR 13# DL FOR GYPCRETE (1.5" THICK)  
20# DL FOR FIREPLACE FACE 20# DL FOR FIREPLACE HEARTH  
25# DL FOR GRANITE/QUARTZ  
DEFLECTION: LL=L/480, TL=L/360  
DURATION OF LOAD: 1.00%
- ROOF SYSTEMS**
- ENGINEERED WOOD TRUSSES @ 24" O.C.  
DESIGNED FOR: ZONE 2  
STD. LOADING (PER SQ. FT.)  
30# TCDL, 10# BCDL  
DEFLECTION: LL=L/240, TL=L/180  
DURATION OF LOAD: 1.15%
- HEADERS**
- STANDARD HEADER  
ALL HEADERS NOT LABELED AS LVL TO BE MIN. (2) 2X10'S HEADER FOR ON-SITE (UNLESS VALUE ENGINEERED FOR OFF-SITE CONSTRUCTION)
  - TOP OF WINDOW R.O.S.  
FIRST FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR (UNLESS NOTED/SHOWN OTHERWISE)  
SECOND FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR (UNLESS NOTED/SHOWN OTHERWISE)  
MINIMUM OF (2) SHOULDER STUDS AT EACH END FOR ALL OPENINGS 6'-0" AND LARGER
- GENERAL INFORMATION**
- ALL DIMENSIONS ARE TO THE ROUGH STUD (UNLESS NOTED OTHERWISE)
  - 2X6 WALLS=5 1/2", 2X4 WALLS =3 1/2"
  - ALL DIMENSIONS ARE TO OUTSIDE OF FOUNDATION WALLS/BRICK LEDGES
  - GENERAL CONTRACTOR TO LOCATE THE FOLLOWING ITEMS IN THE FOUNDATION (WHEN APPLICABLE)  
FLOOR DRAINS, ELECTRIC SERVICES, WATER HEATER, SUMP PUMP + PUMP, FURNACE, GAS/LP LINE, BASEMENT WINDOWS, ETC.
  - ACTUAL STEPS IN FOUNDATION WALLS AND LOCATION OF WINDOW WELLS TO BE DETERMINED ON-SITE BY GENERAL CONTRACTOR
  - DECK FRAMING SPECIFICATION TO MEET OR EXCEED REQUIREMENTS DEFINED WITHIN "APPENDIX B" OF THE WI UNIFORM DWELLING
  - ALL CABINET LAYOUTS ARE CONCEPTUAL-CONSULT CABINET DESIGNER FOR EXACT SIZES AND LOCATIONS OF CABINETS, APPLIANCES, AND WINDOWS
  - ALL DOOR HEIGHTS ARE 6'-8" UNLESS NOTED/SHOWN OTHERWISE



**FIRST FLOOR PLAN**  
1/4" = 1'-0" WALL HEIGHT: 9'-1 1/8"

**NOTE:** ENGINEERING MAY BE NEEDED ON THIS HOME TO SATISFY THE WALL BRACING CODE (ALL FEES ARE RESPONSIBILITY OF CONTRACTOR OR HOMEOWNER)

SIDE "A" FIRST FLOOR AREA 770 SF  
 SIDE "A" SECOND FLOOR AREA 1112 SF  
**TOTAL AREA 1883 SF**  
 SIDE "A" GARAGE FLOOR AREA 527 SF

SIDE "B" FIRST FLOOR AREA 758 SF  
 SIDE "B" SECOND FLOOR AREA 1155 SF  
**TOTAL AREA 1912 SF**  
 SIDE "B" GARAGE FLOOR AREA 527 SF

**FINAL PLAN**

**BLUE AT THE TRAIL UNIT #23, #19, #16**

DATE	BY	REVISION
05/16/2024	CJP	PRELIMINARY PLAN
05/24/2024	CJP	REVISION
06/12/2024	MCT	REVISION
06/20/2024	MCT	REVISION
06/26/2024	DJE	REVISION
07/02/2024	MCT	REVISION
07/08/2024	DJE	FINAL PLAN
07/19/2024	DJE	REV FINAL PLAN

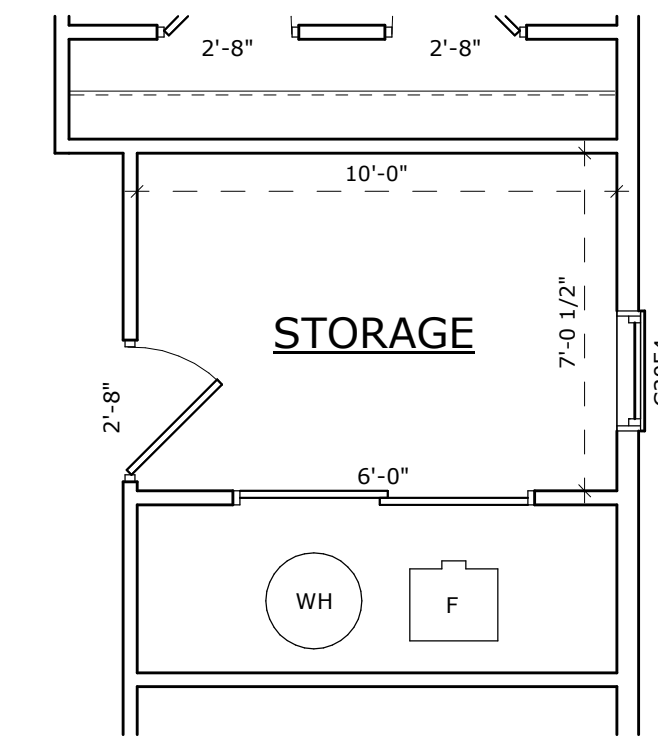
BRYAN KASTER  
 KIMBERLY WI

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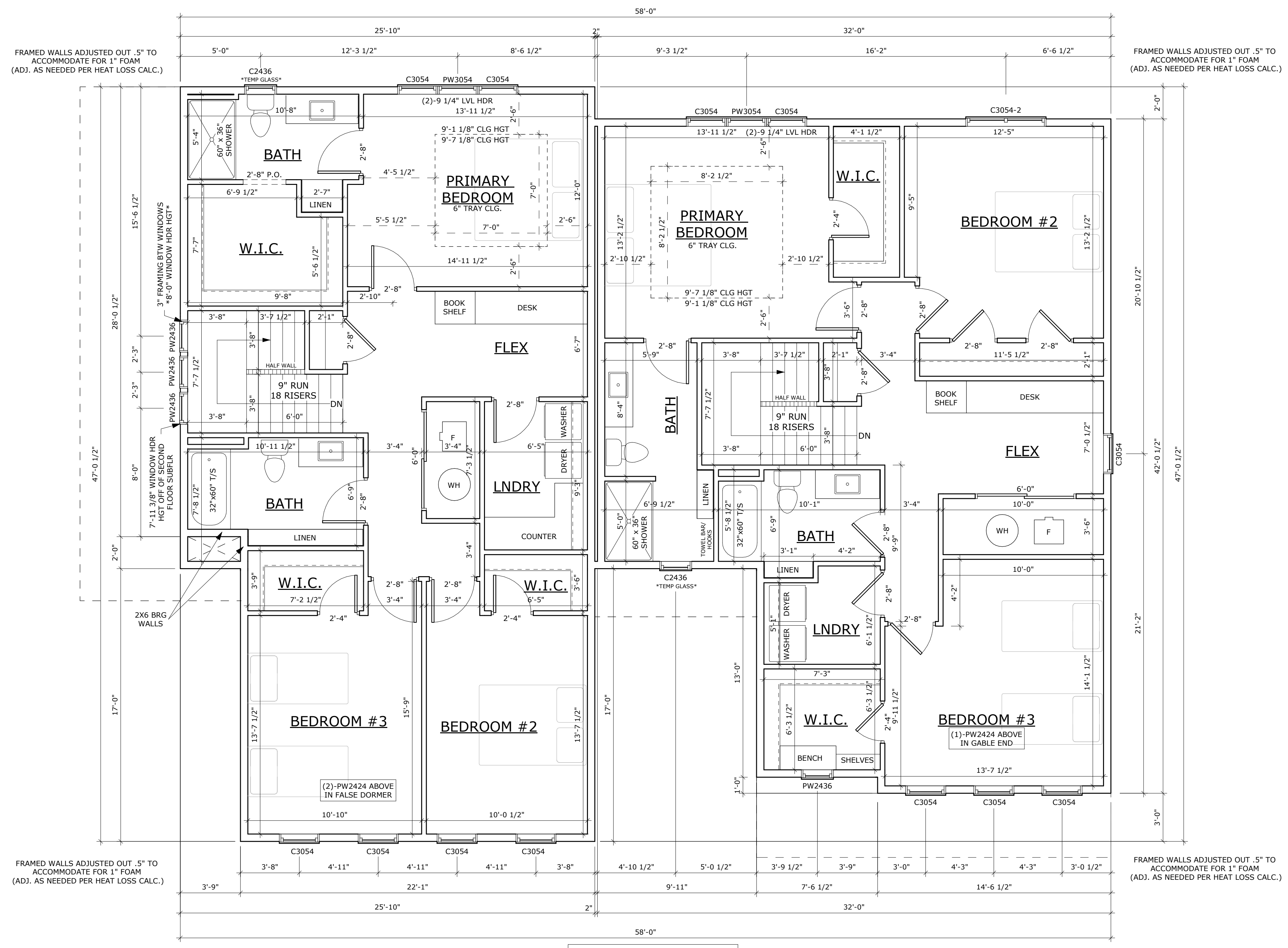
DESIGNER: D. EVERS  
 SCALE: 1/4" = 1'-0"  
 SHEET NO: **A3**  
 PROJECT NO: M24-306-W

**NEW HOME PLAN SPECIFICATIONS**

- FOUNDATION INFORMATION**
- HOUSE FOUNDATION**  
10" x 4'-0" POURED CONCRETE WALL
  - GARAGE FOUNDATION**  
6" x 4'-0" POURED CONCRETE WALL
  - PORCH/PATIO FOUNDATION (UNEXCAVATED)**  
6" x 4'-0" POURED CONCRETE WALL (MIN. 4'-0" TALL)
  - WALL THICKNESS FOR REPRESENTATION ONLY - MASON/CONTRACTOR TO VERIFY
  - FINAL FOOTING SIZE AND DEPTH DETERMINED BY CONTRACTOR
  - MASON TO LOCATE PILASTERS AND SIZE FOOTINGS PER CODE AND SOIL CONDITIONS
  - WINDOWS/DOORS TO BE SET IN CONCRETE WALL- MAKE R.O. 3" BIGGER IN WIDTH AND HEIGHT
  - BEARING WALLS TO SIT ON MIN. 16" X 8" CONT. CONCRETE FOOTINGS, STUDS @ 16" O.C.
- WALL INFORMATION**
- STUDS @ 16" O.C. (UNLESS NOTED/SHOWN OTHERWISE)
  - HOUSE EXTERIOR**  
FIRST FLOOR WALL HEIGHT: 2 x 6 x 9' 1 1/8" (UNLESS NOTED/SHOWN OTHERWISE)  
SECOND FLOOR WALL HEIGHT: 2 x 6 x 9' 1 1/8" (UNLESS NOTED/SHOWN OTHERWISE)
  - HOUSE INTERIOR**  
FIRST FLOOR WALL HEIGHT: 2 x 4 x 9' 1 1/8" (UNLESS NOTED/SHOWN OTHERWISE)  
SECOND FLOOR WALL HEIGHT: 2 x 4 x 9' 1 1/8" (UNLESS NOTED/SHOWN OTHERWISE)
- GARAGE**
- WALL HEIGHT: 2 x 6 x 9'-1 1/8" (UNLESS NOTED/SHOWN OTHERWISE)
- FLOOR SYSTEMS**
- BASEMENT**  
4" CONCRETE SLAB
  - FIRST FLOOR**  
4" CONCRETE SLAB
  - SECOND FLOOR**  
20" FLOOR TRUSS @ 16" O.C.  
STANDARD LOADING (PER SQ. FT.)  
40# LL, 15# DL  
ADDITIONAL LOADING (PER SQ. FT.) (WHEN APPLICABLE)  
10# DL FOR TILE FLOOR 13# DL FOR GYPCRETE (1.5" THICK)  
20# DL FOR FIREPLACE FACE 20# DL FOR FIREPLACE HEARTH  
25# DL FOR GRANITE/QUARTZ  
DEFLECTION: LL=L/480, TL=L/360  
DURATION OF LOAD: 1.00%
- ROOF SYSTEMS**
- ENGINEERED WOOD TRUSSES @ 24" O.C. DESIGNED FOR: ZONE 2
  - STD. LOADING (PER SQ. FT.)  
30# TCDL, 10# TCCL, 10# BCDL
  - DEFLECTION: LL=L/240, TL=L/180
  - DURATION OF LOAD: 1.15%
- HEADERS**
- STANDARD HEADER  
ALL HEADERS NOT LABELED AS LVL TO BE MIN. (2) 2X10'S HEADER FOR ON-SITE (UNLESS VALUE ENGINEERED FOR OFF-SITE CONSTRUCTION)
  - TOP OF WINDOW R.O.S.  
FIRST FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR (UNLESS NOTED/SHOWN OTHERWISE)  
SECOND FLOOR @ 6'-11 3/8" ABOVE SUBFLOOR (UNLESS NOTED/SHOWN OTHERWISE)
  - MINIMUM OF (2) SHOULDER STUDS AT EACH END FOR ALL OPENINGS 6'-0" AND LARGER
- GENERAL INFORMATION**
- ALL DIMENSIONS ARE TO THE ROUGH STUD (UNLESS NOTED OTHERWISE)
  - 2X6 BRG WALLS = 5 1/2", 2X4 WALLS = 3 1/2"
  - ALL DIMENSIONS ARE TO OUTSIDE OF FOUNDATION WALLS/BRICK LEDGES
  - GENERAL CONTRACTOR TO LOCATE THE FOLLOWING ITEMS IN THE FOUNDATION (WHEN APPLICABLE)  
FLOOR DRAINS, ELECTRIC SERVICES, WATER HEATER, SUMP PIT + PUMP, FURNACE, GAS/LP LINE, BASEMENT WINDOWS, ETC.
  - ACTUAL STEPS IN FOUNDATION WALLS AND LOCATION OF WINDOW WELLS TO BE DETERMINED ON-SITE BY GENERAL CONTRACTOR
  - DECK FRAMING SPECIFICATION TO MEET OR EXCEED REQUIREMENTS DEFINED WITHIN "APPENDIX B" OF THE WI UNIFORM DWELLING
  - ALL CABINET LAYOUTS ARE CONCEPTUAL-CONSULT CABINET DESIGNER FOR EXACT SIZES AND LOCATIONS OF CABINETS, APPLIANCES, AND WINDOWS
  - ALL DOOR HEIGHTS ARE 6'-8" UNLESS NOTED/SHOWN OTHERWISE

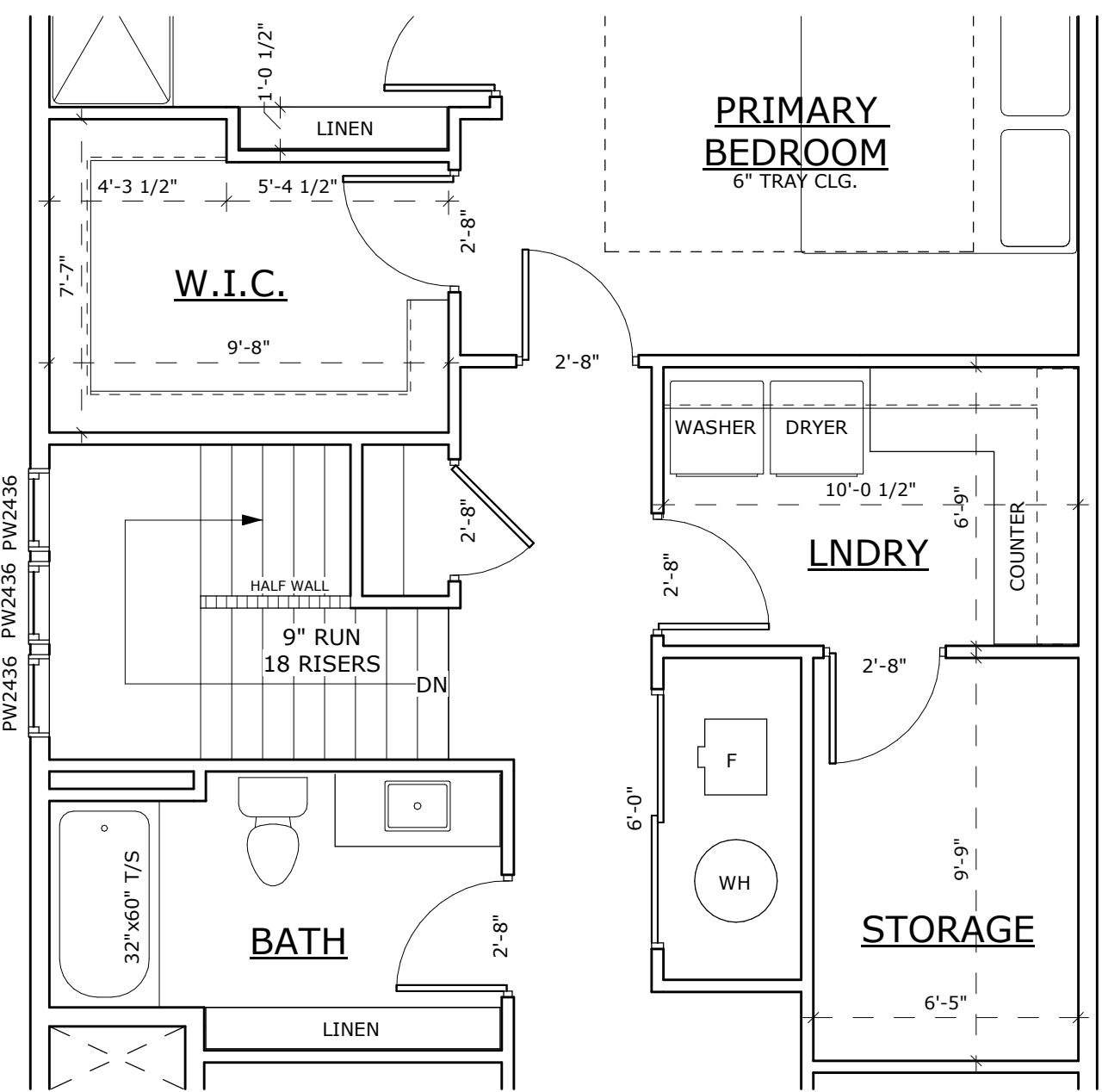


**SIDE "B" OPTIONAL STORAGE**  
1/4" = 1'-0" WALL HEIGHT: 9'-1 1/8"



**SECOND FLOOR PLAN**  
1/4" = 1'-0" WALL HEIGHT: 9'-1 1/8"

NOTE: ENGINEERING MAY BE NEEDED ON THIS HOME TO SATISFY THE WALL BRACING CODE (ALL FEES ARE RESPONSIBILITY OF CONTRACTOR OR HOMEOWNER)



**SIDE "A" OPTIONAL LNDRY/STORAGE**  
1/4" = 1'-0" WALL HEIGHT: 9'-1 1/8"

SIDE "A" FIRST FLOOR AREA	770 SF
SIDE "A" SECOND FLOOR AREA	1112 SF
<b>TOTAL AREA</b>	<b>1883 SF</b>
SIDE "A" GARAGE FLOOR AREA	527 SF

SIDE "B" FIRST FLOOR AREA	758 SF
SIDE "B" SECOND FLOOR AREA	1155 SF
<b>TOTAL AREA</b>	<b>1912 SF</b>
SIDE "B" GARAGE FLOOR AREA	527 SF

**FINAL PLAN**

**BLUE AT THE TRAIL UNIT #23, #19, #16**

BRYAN KASTER

KIMBERLY WI

DATE	DESCRIPTION	BY
05/16/2024	CJP PRELIMINARY PLAN	CJP
05/24/2024	CJP REVISION	CJP
06/12/2024	MCT REVISION	MCT
06/26/2024	DJE REVISION	DJE
07/02/2024	MCT REVISION	MCT
07/08/2024	DJE FINAL PLAN	DJE
07/19/2024	DJE REV FINAL PLAN	DJE

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THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM LOCAL, STATE, AND FEDERAL AGENCIES.  
THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM LOCAL, STATE, AND FEDERAL AGENCIES.

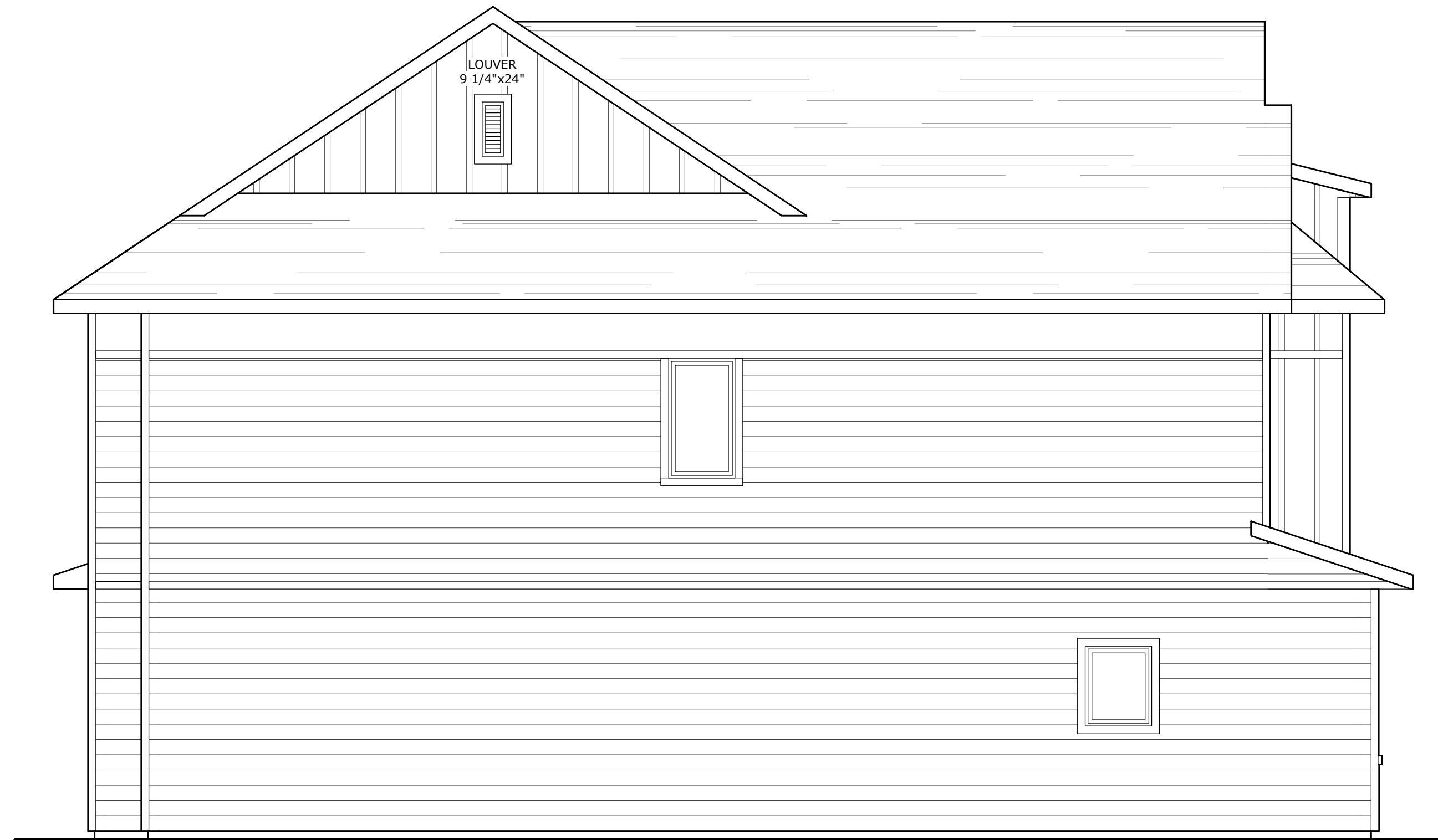


DESIGNER:	D. EVERS
SCALE:	1/4" = 1'-0"
SHEET NO.:	A4
PROJECT NO.:	M24-306-W





**FRONT ELEVATION**  
1/4" = 1'-0"



**LEFT ELEVATION**  
1/4" = 1'-0"



**FINAL PLAN**

**BLUE AT THE TRAIL UNIT  
#21, #15**

BRYAN KASTER

KIMBERLY, WI



DESIGNER: D. EVERS  
SCALE: 1/4" = 1'-0"  
SHEET NO: **A1**  
PROJECT NO: M24-307-W

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CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND ALL OTHER AGENCIES INVOLVED IN THE BUILDING PROCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND ALL OTHER AGENCIES INVOLVED IN THE BUILDING PROCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT AND ALL OTHER AGENCIES INVOLVED IN THE BUILDING PROCESS.

NO.	REVISION	DATE
1	FINAL PLAN	07/19/2024
2		
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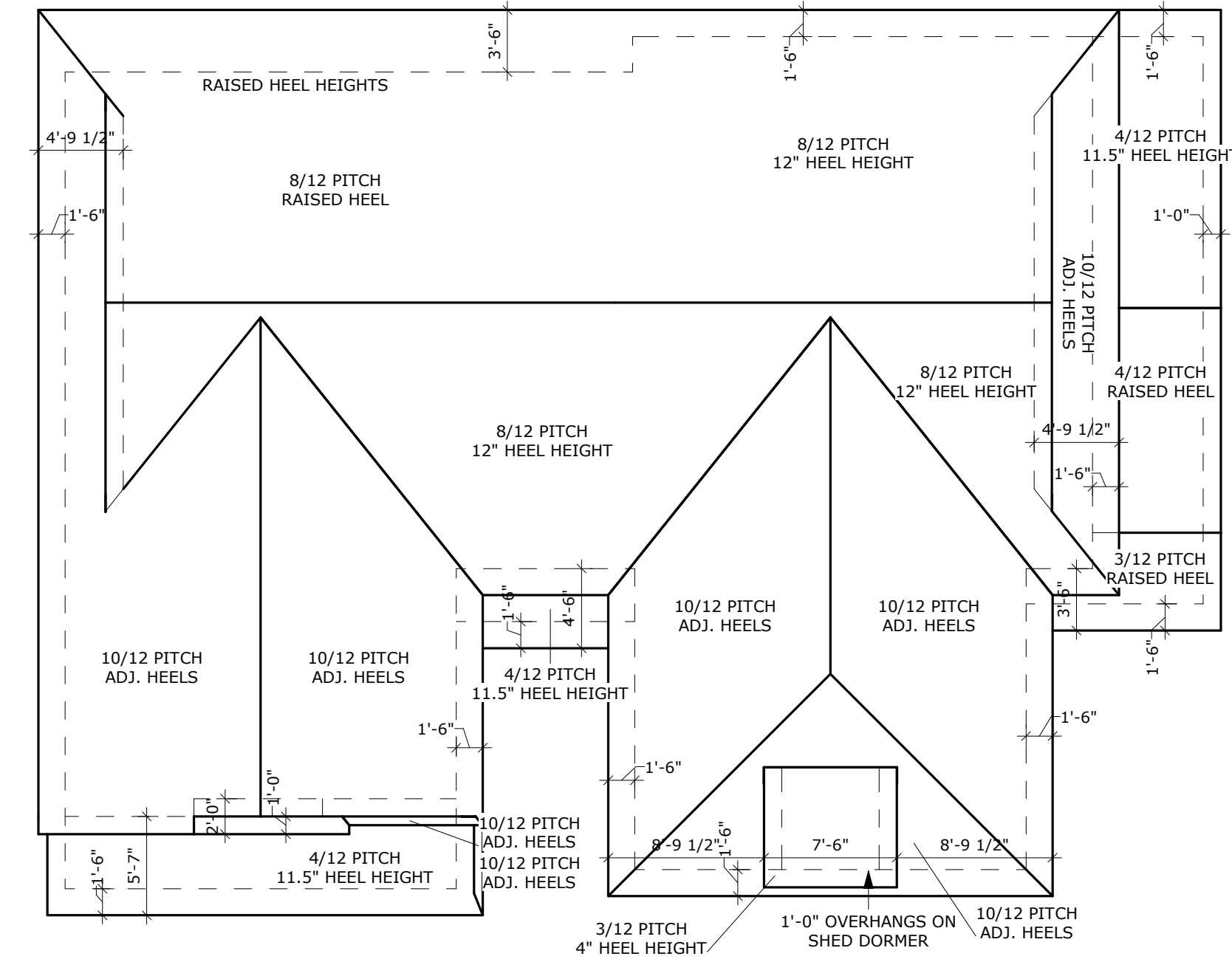
**REAR ELEVATION**

1/4" = 1'-0"



**RIGHT ELEVATION**

1/4" = 1'-0"



**ROOF PLAN**

1/8" = 1'-0"

REV	DESCRIPTION	DATE	BY
A	FINAL PLAN	07/19/2024	DJE

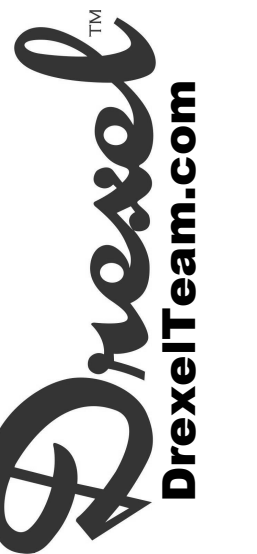
**COPYRIGHT © 2024**  
 CONSULTING ENGINEER BRYAN KASTER  
 1000 W. WISCONSIN AVENUE  
 SUITE 200  
 MILWAUKEE, WI 53212  
 TEL: 414-224-1100  
 WWW.BRYANKASTER.COM  
 ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM BRYAN KASTER CONSULTING ENGINEER.

**FINAL PLAN**

**BLUE AT THE TRAIL UNIT  
 #21, #15**

BRYAN KASTER

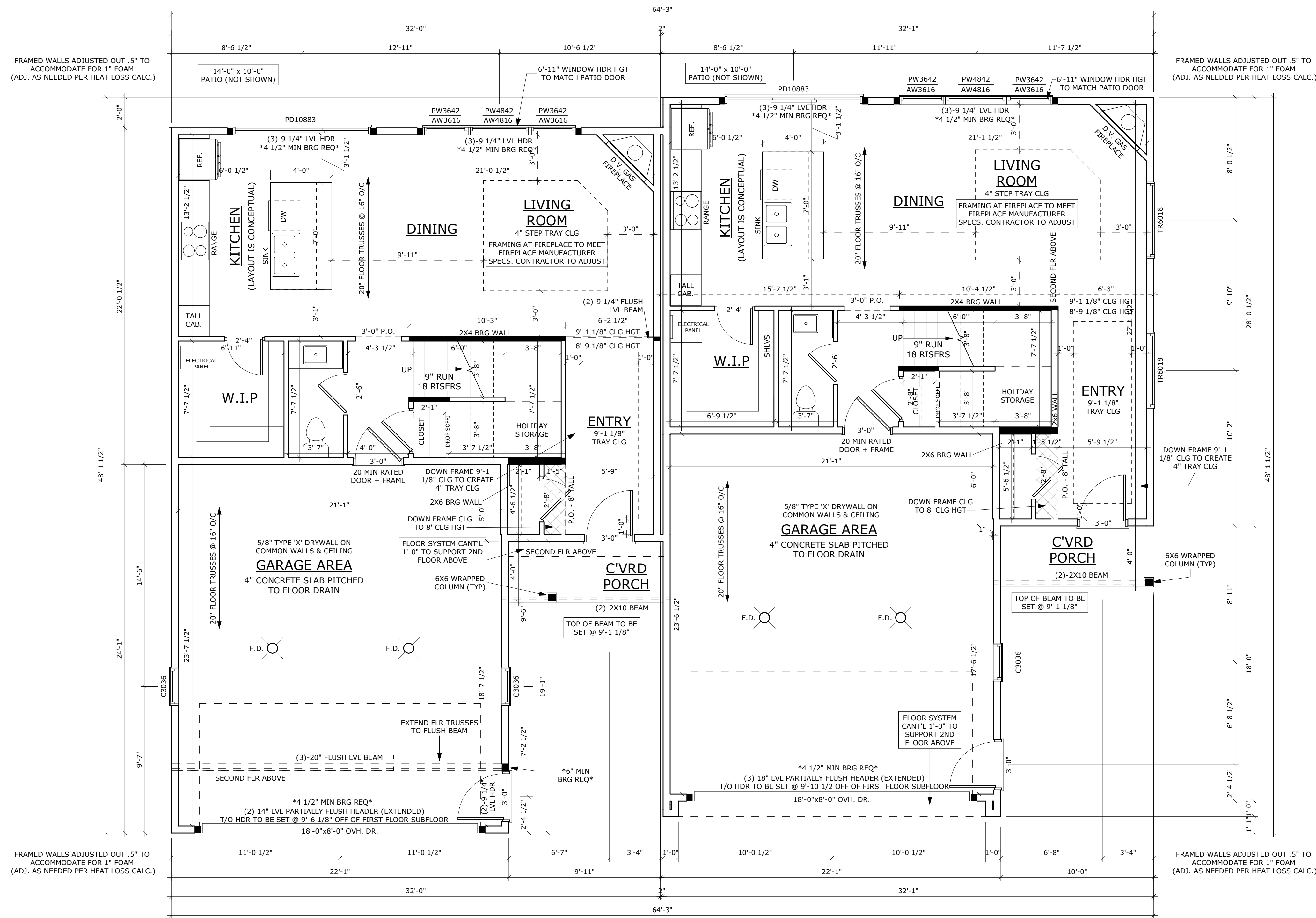
KIMBERLY, WI



DESIGNER: D. EVERS  
 SCALE: As indicated  
 SHEET NO: **A2**  
 PROJECT NO: M24-307-W

**NEW HOME PLAN SPECIFICATIONS**

- FOUNDATION INFORMATION**
- HOUSE FOUNDATION**  
10" x 4'-0" POURED CONCRETE WALL
  - GARAGE FOUNDATION**  
6" x 4'-0" POURED CONCRETE WALL
  - PORCH/PATIO FOUNDATION (UNEXCAVATED)**  
6" x 4'-0" POURED CONCRETE WALL (MIN. 4'-0" TALL)
- WALL THICKNESS FOR REPRESENTATION ONLY- MASON/CONTRACTOR TO VERIFY  
 • FINAL FOOTING SIZE AND DEPTH DETERMINED BY CONTRACTOR  
 • MASON TO LOCATE PILASTERS AND SIZE FOOTINGS PER CODE AND SOIL CONDITIONS  
 • WINDOWS/DOORS TO BE SET IN CONCRETE WALL- MAKE R.O. 3" BIGGER IN WIDTH AND HEIGHT  
 • BEARING WALLS TO SIT ON MIN. 16" X 8" CONT. CONCRETE FOOTINGS, STUDS @ 16" O.C.
- WALL INFORMATION**
- STUDS @ 16" O.C. (UNLESS NOTED/SHOWN OTHERWISE)
  - HOUSE EXTERIOR**  
FIRST FLOOR WALL HEIGHT: 2 x 6 x 9' 1/8" (UNLESS NOTED/SHOWN OTHERWISE)  
SECOND FLOOR WALL HEIGHT: 2 x 6 x 9' 1/8" (UNLESS NOTED/SHOWN OTHERWISE)
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- GARAGE**  
WALL HEIGHT: 2 x 6 x 9'-1 1/8" (UNLESS NOTED/SHOWN OTHERWISE)
- FLOOR SYSTEMS**
- **BASEMENT**  
4" CONCRETE SLAB
  - **FIRST FLOOR**  
4" CONCRETE SLAB
  - **SECOND FLOOR**  
20" FLOOR TRUSSES @ 16" O.C.  
STANDARD LOADING (PER SQ. FT.)  
40# LL, 15# DL  
ADDITIONAL LOADING (PER SQ. FT.) (WHEN APPLICABLE)  
10# DL FOR TILE FLOOR 13" DL FOR GYPCRETE (1.5" THICK)  
20" DL FOR FIREPLACE FACE 20" DL FOR FIREPLACE HEARTH  
25" DL FOR GRANITE/QUARTZ  
• DEFLECTION: LL=L/480, TL=L/360  
• DURATION OF LOAD: 1.00%
- ROOF SYSTEMS**
- ENGINEERED WOOD TRUSSES @ 24" O.C.  
DESIGNED FOR: ZONE 2  
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30# TCDL, 10# TCDL, 10# BCDL  
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ALL HEADERS NOT LABELED AS LVL TO BE MIN. (2) 2X10'S HEADER FOR ON-SITE (UNLESS VALUE ENGINEERED FOR OFF-SITE CONSTRUCTION)
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**FIRST FLOOR PLAN**

1/4" = 1'-0" WALL HEIGHT: 9'-1 1/8"

**NOTE:** ENGINEERING MAY BE NEEDED ON THIS HOME TO SATISFY THE WALL BRACING CODE (ALL FEES ARE RESPONSIBILITY OF CONTRACTOR OR HOMEOWNER)

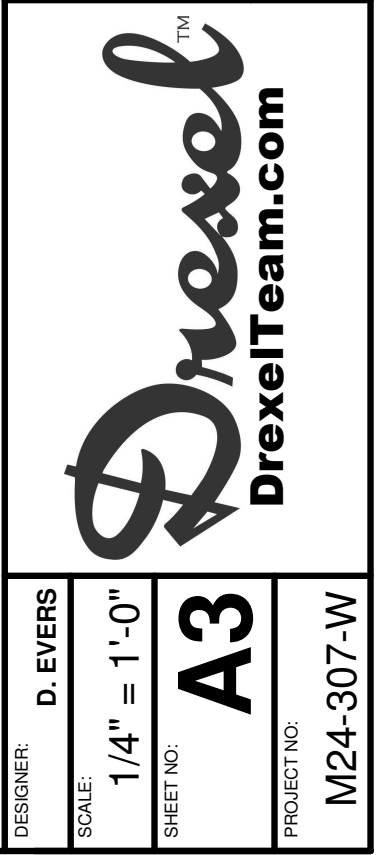
**FINAL PLAN**

DESIGNER:	D. EVERS
SCALE:	1/4" = 1'-0"
SHEET NO.:	A3
PROJECT NO.:	M24-307-W
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FINAL PLAN	07/19/2024
DJE	

**BLUE AT THE TRAIL UNIT #21, #15**

BRYAN KASTER

KIMBERLY WI



SIDE "B" FIRST FLOOR AREA 758 SF  
 SIDE "B" SECOND FLOOR AREA 1155 SF  
**TOTAL AREA 1912 SF**

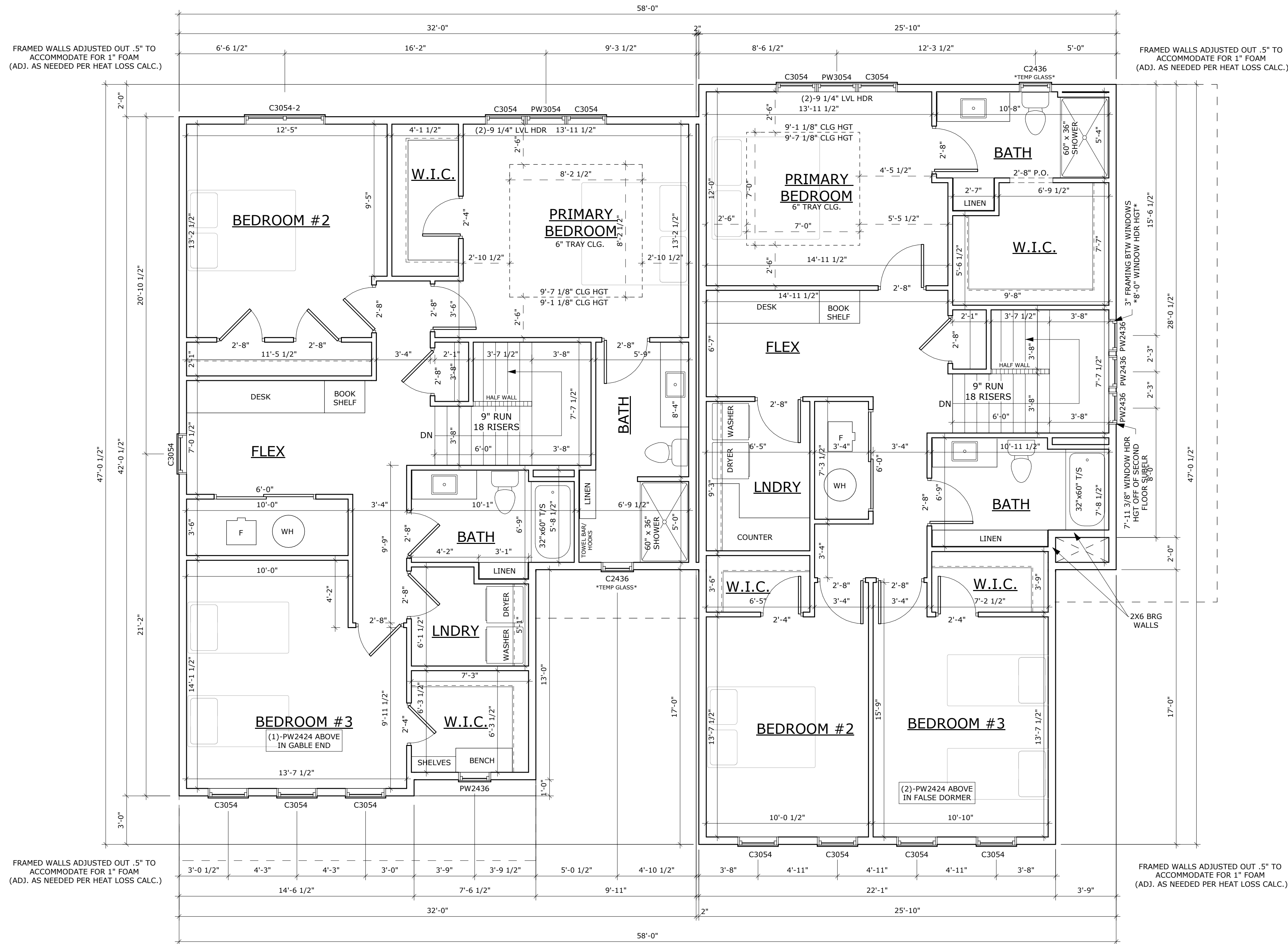
SIDE "B" GARAGE FLOOR AREA 527 SF

SIDE "A" FIRST FLOOR AREA 770 SF  
 SIDE "A" SECOND FLOOR AREA 1112 SF  
**TOTAL AREA 1883 SF**

SIDE "A" GARAGE FLOOR AREA 527 SF

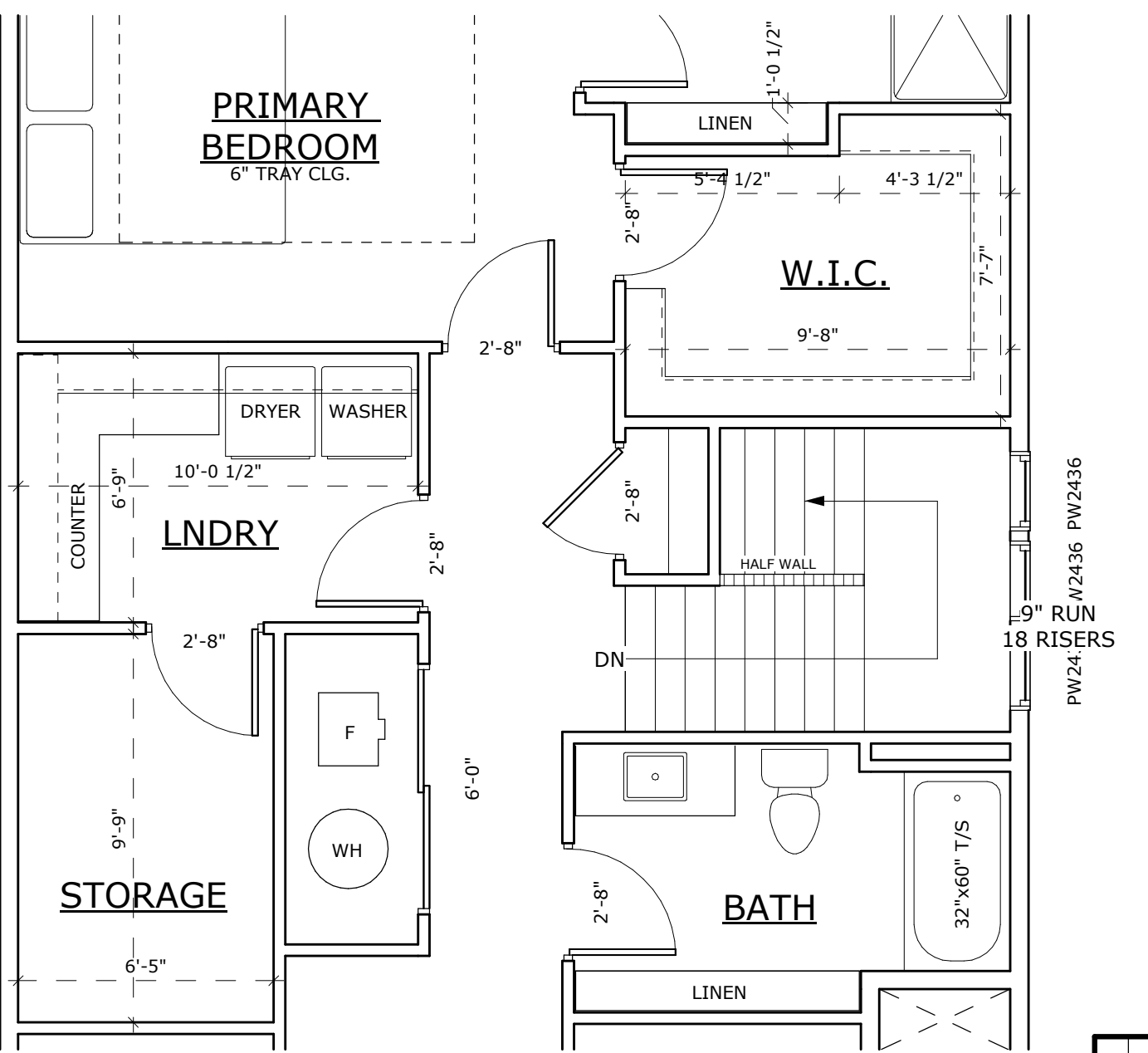
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**SECOND FLOOR PLAN**  
1/4" = 1'-0" WALL HEIGHT: 9'-1 1/8"

**SIDE "B" OPTIONAL STORAGE**  
1/4" = 1'-0" WALL HEIGHT: 9'-1 1/8"



**SIDE "A" OPTIONAL LNDRY/STORAGE**  
1/4" = 1'-0" WALL HEIGHT: 9'-1 1/8"

**FINAL PLAN**

**BLUE AT THE TRAIL UNIT #21, #15**

BRYAN KASTER

KIMBERLY WI

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FINAL PLAN		
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SIDE "B" FIRST FLOOR AREA	758 SF
SIDE "B" SECOND FLOOR AREA	1155 SF
<b>TOTAL AREA</b>	<b>1912 SF</b>
SIDE "B" GARAGE FLOOR AREA	527 SF

SIDE "A" FIRST FLOOR AREA	770 SF
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<b>TOTAL AREA</b>	<b>1883 SF</b>
SIDE "A" GARAGE FLOOR AREA	527 SF

**Drexel™**  
DrexelTeam.com

DESIGNER: D. EVERS  
SCALE: 1/4" = 1'-0"  
SHEET NO: **A4**  
PROJECT NO: M24-307-W

**NEW HOME PLAN SPECIFICATIONS**

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**ROOF SYSTEMS**

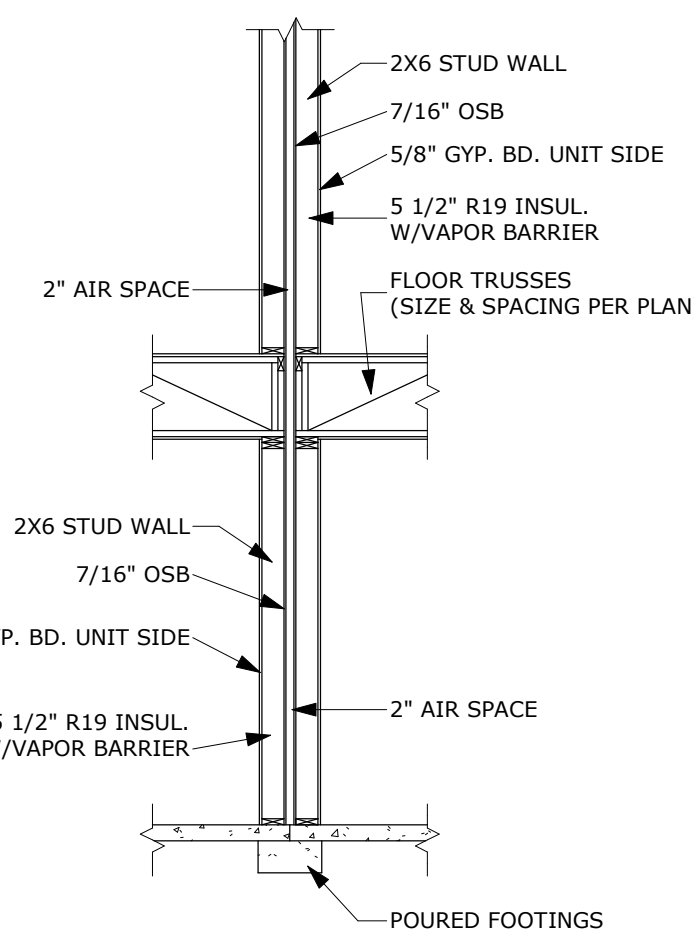
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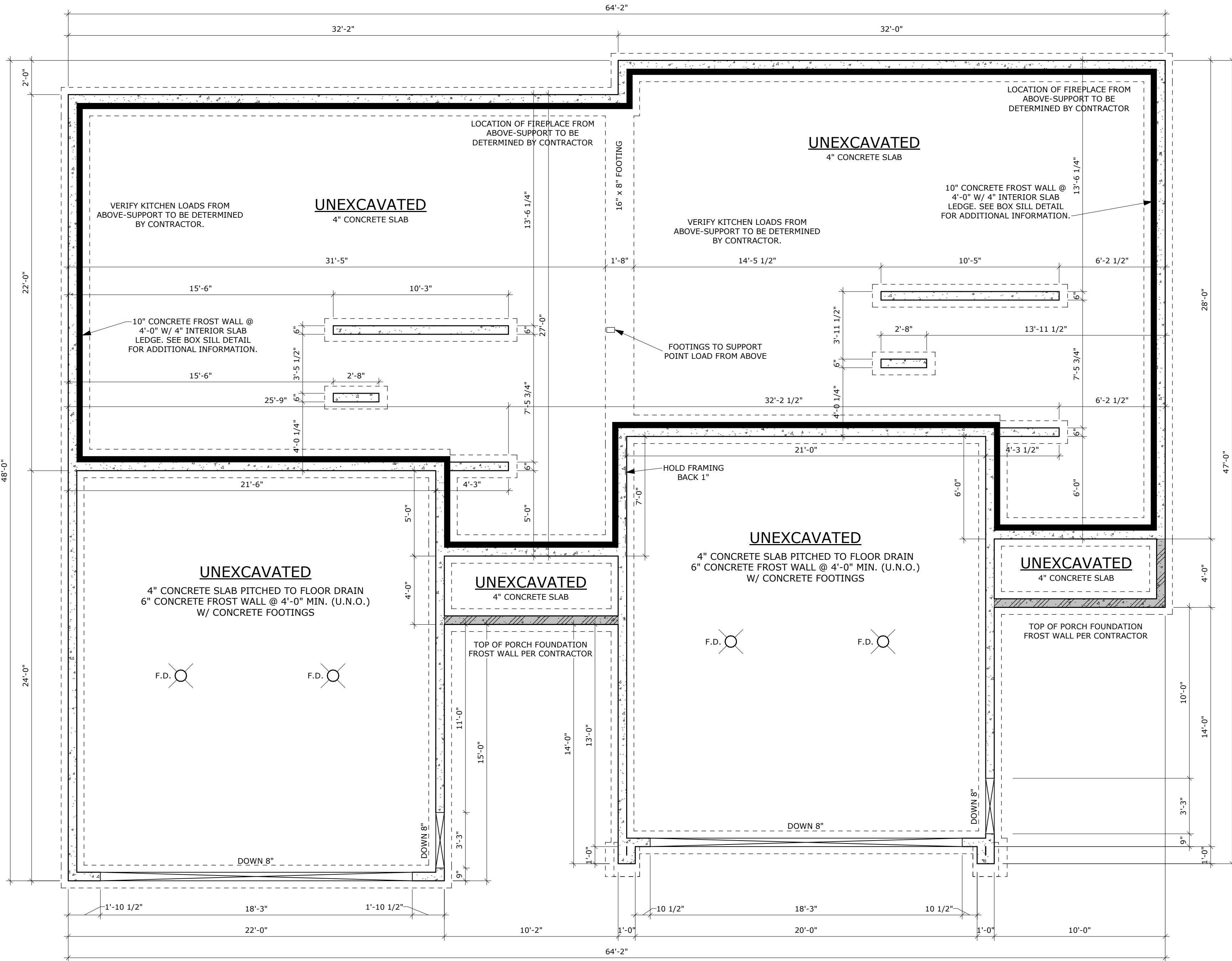
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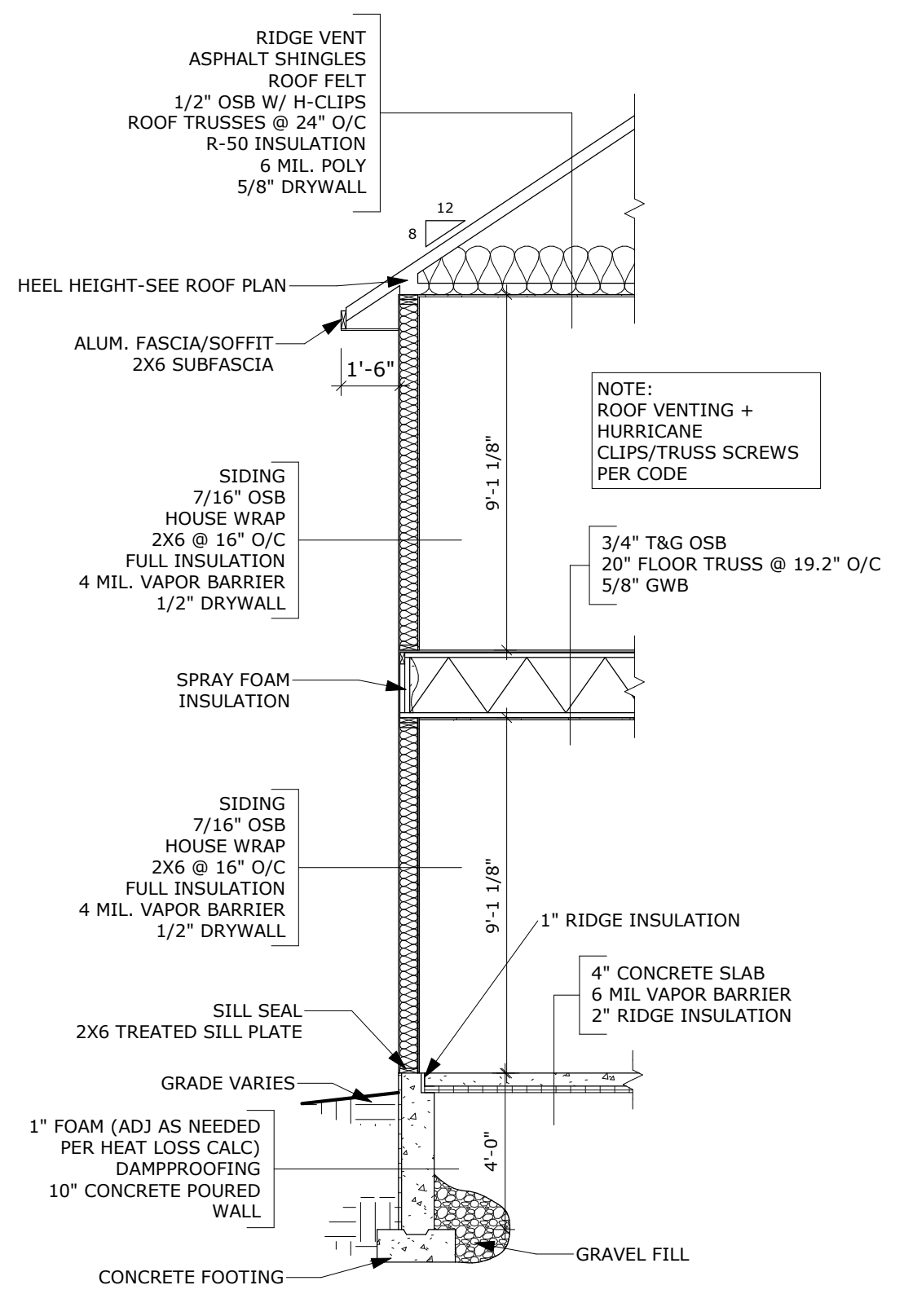
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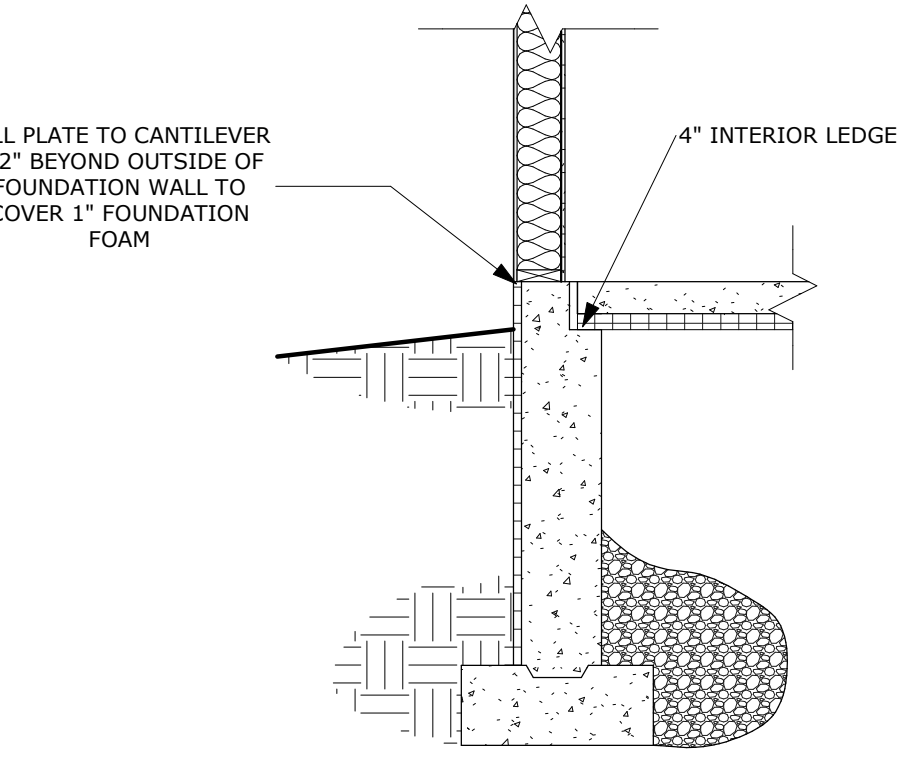
**PARTY WALL DETAIL**  
1/4" = 1'-0"



**FOUNDATION PLAN**  
1/4" = 1'-0" WALL HEIGHT: 4'-0"



**WALL SECTION**  
1/4" = 1'-0"



**BOX SILL DETAIL**  
1/2" = 1'-0"

SIDE "B" FIRST FLOOR AREA	758 SF
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DJE	07/19/2024
FINAL PLAN	

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CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.

**BLUE AT THE TRAIL UNIT #21, #15**

**BRYAN KASTER**  
KIMBERLY, WI

**Drexel™**  
DrexelTeam.com

DESIGNER: D. EVERS  
SCALE: As indicated  
SHEET NO: **A5**  
PROJECT NO: M24-307-W





## Village of Kimberly Request for Board Consideration

**ITEM DESCRIPTION:** Site Review – Existing Commercial Building 710 W. Kimberly Avenue

**REPORT PREPARED BY:** Danielle Block, Administrator/Director of Public Works

**REPORT DATE:** August 22, 2024

**ADMINISTRATOR'S REVIEW / COMMENTS:**

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

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

**EXPLANATION:** Kim Thiel, dba Cheeky Doughnuts, seeks Site Review approval for the remodeling of a commercial building at 710 W Kimberly Avenue.

Enclosed with this staff update is the Plan Commission staff report, supporting materials and plans.

**RECOMMENDED ACTION:** The Plan Commission recommends approval of the Plans as presented.



## Village of Kimberly Request for Plan Commission Recommendation

**ITEM DESCRIPTION:** Site Review – Existing Commercial Building, 710 W Kimberly Avenue

**REPORT PREPARED BY:** Danielle Block

**REPORT DATE:** August 13, 2024

**EXPLANATION:** Kim Thiel, dba Cheeky Doughnuts, seeks Site Review approval for the remodeling of a commercial building at 710 W Kimberly Avenue. The parcel is zone B1-Business General. Bakery, retail is a permitted use.

Attached to this staff report include:

1. Site Plan Review application and responses.
2. Project Description.
3. Plan Drawings.

**Scope of Construction – Reference Project Description and Plans for additional insight.**

1. Remodel an approximately 836 sf commercial space upper and lower.
2. Bakery retail counter, baking and drive thru lane.
3. No expansion of building size.
4. No expansion of signage, future sign permit required.
5. No parking lot improvements.
6. No lighting modifications.
7. No major landscape modifications.

The staff zoning review identified the proposed project complies with applicable ordinances.

Staff has completed a review of the site for compliance with Kimberly Municipal Code the proposed project meets the code and notes the following:

1. **Signage.** Owner indicates future modification to the façade of the sign. Sign permit required at that time.
2. **Building Permits.** Separate application for building permits required and has been initiated. Building permit application indicates modifications/remodel to the basement level.

**RECOMMENDED ACTION:** Staff recommends approval of the submitted plans.



Submit to:  
 Planning & Zoning  
 515 W. Kimberly Ave.  
 Kimberly WI 54136  
 920-788-7500

**VILLAGE OF KIMBERLY** Site Review  
 Application

Applicant Information

Petitioner: Kim Thiel dba Cheeky Doughnuts Date: 08-07-24  
 Petitioner Address: 3608 E Lexington Dr City: Appleton State: WI Zip: 54915  
 Telephone #: (920)850-1183 Fax: ( ) email: cheekydoughnuts@gmail.com  
 Status of Petitioner (please check one):  Owner  Representative  Tenant  Prospective Buyer

Petitioner's Signature (required):

\_\_\_\_\_

Owner Information

Owner(s): Kim Thiel Date: 08-07-24  
 Owner(s) Address: 3608 E Lexington Dr City: Appleton State: WI Zip: 54915  
 Telephone #: (920)850-1183 Fax: ( ) email: cheekydoughnuts@gmail.com  
 Ownership Status (please check one):  Individual  Trust  Partnership  Corporation

**Property Owner Consent (required):**

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

Property Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Site Information

**Address/Location of Proposed Project:** 710 W Kimberly Ave, Kimberly, WI 54136

Zoning: commercial Proposed Project or Use: bakery

Current or last Use of Property: bakery

Land Uses Surrounding this Address: North: \_\_\_\_\_residential\_\_\_\_\_

South: \_\_\_\_\_residential\_\_\_\_\_

East: \_\_\_\_\_vacant lot (formerly car wash bays)\_\_\_\_\_

West: \_\_\_\_\_gas station\_\_\_\_\_

It is recommended that the applicant meet with Village Department staff prior to submittal to review the project and submitted materials.

Application Fees must be submitted with the application.

Submittal Requirements – Must accompany the application to be complete. (PLEASE REFERENCE BELOW)

**Cheeky Doughnuts / Kim Thiel**

**710 W Kimberly Ave.**

**Kimberly, WI 54136**

**920-850-1182**

**Proposed use of the property:**

I plan to operate a made-to-order doughnut shop offering sit-down and drive thru service.

**Existing use of the property:**

The building was operating as a doughnut shop for the past 16 years.

**Effects on adjoining properties to include: noise, hours of operation, glare, odor, fumes, vibration, etc:**

I will be making doughnuts on the existing equipment the previous owners were working with. There should be minimal, if any, change in operation as far as noise, hours, glare, odor, fumes and vibration. Hours of operation will be Friday-Sunday 7am-2pm or until I'm sold out. Once established those hours may extend to be open more days of the week or special doughnuts tastings in the evenings, tentatively between the hours of 5:00-9:00pm

**Compatibility of the proposed use with adjacent and other properties in the area:**

No change from the previous owners.

**Traffic generation:**

I would guess similar to the previous owners with an increase in drive thru traffic as I plan to have an online order ahead option.

**Any other information pertinent to adequate understanding of the intended use and its relation to nearby properties:**

None that I can think of.

**Two (2) legible scaled and dimensioned drawings/prints of site plan and building elevations (when applicable.)**

Please see attached image for the most up-to-date building plans. An engineer confirmed the existing front wall is not a load bearing wall and the work we're doing is mostly cosmetic.

**Two (2) 8 ½" x 11 (minimum) to 11" x 17" (maximum) reduction of the site plan and building elevations (when applicable.)**

n/a

**All existing and proposed buildings, structures, and paved areas, including building entrances, walks, drives, decks, patios, fences, walls.**

I do not plan to make changes beyond painting the red and tan vinyl siding and monument sign to black. I hope to seal and restripe the parking lot next spring, the asphalt company is booking into Spring 2025 at this time.

**Location of all outdoor storage and refuse disposal areas and the design and materials used for construction:**

I plan to have garbage and recycle bins at the same location the existing bakery had then; behind the building in the north-east corner of the lot.

**Location and dimension of all on-site parking (and off-site parking provisions if they are to be employed):**

There are 8 parking stalls to the east of the building with two employee stalls at the north-west corner of the lot. Employees will park on the side streets where public parking is available.

**Location, height, design, illumination power and orientation of all exterior lighting on the property including a photometrics plan:**

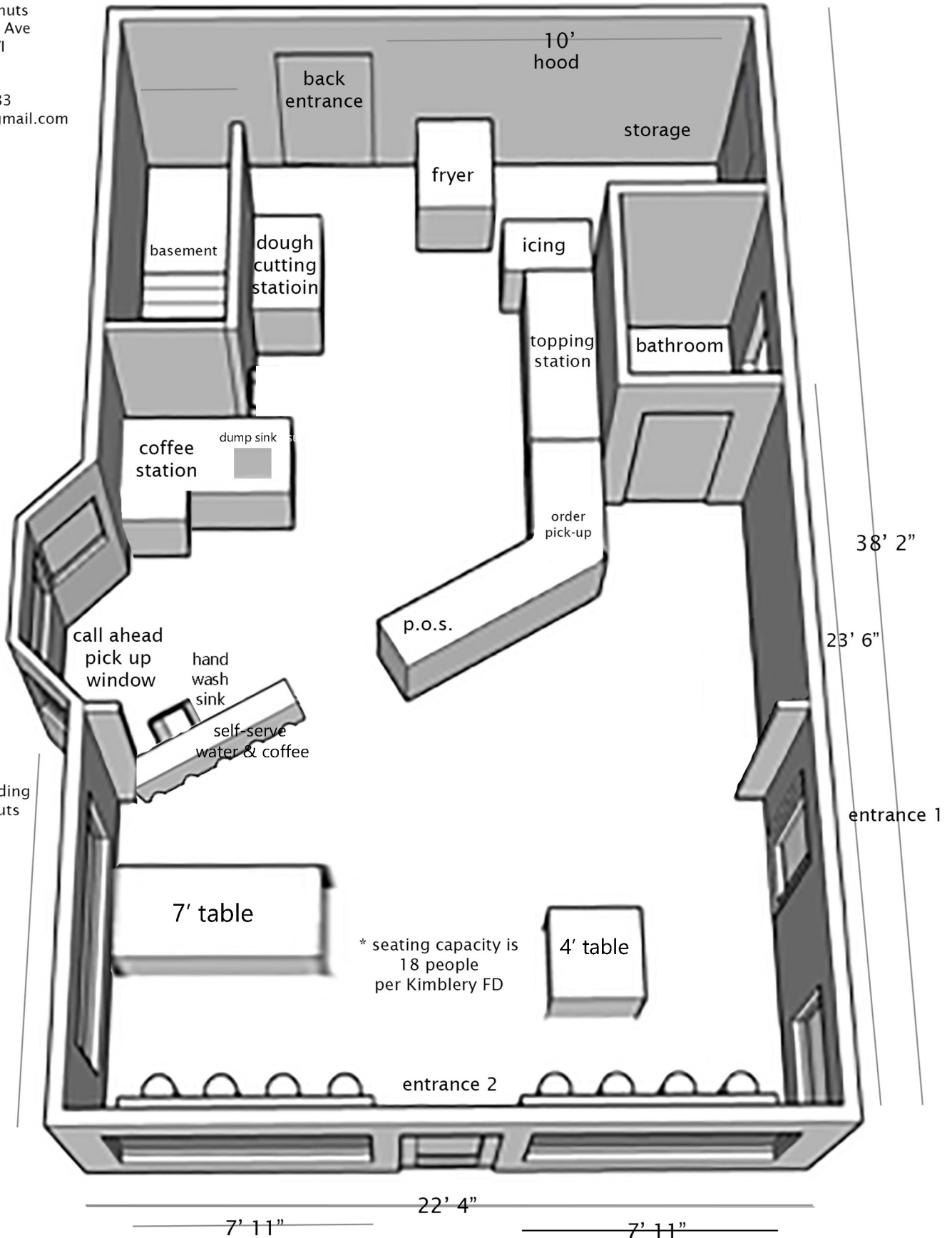
No changes from previous business.

**Location of all exterior mechanical equipment and utilities and elevations of proposed screening devices where applicable (i.e. visible from a public street or residential use or district). Mechanical equipment includes, but is not limited to; HVAC equipment, electrical transformers and boxes, exhaust flues, plumbing vents, gas regulators, generators.**

Air exchange unit and hood vent are behind the building, a small air conditioning unit sits at the northeast side along the building, drive-thru info sign sits at the northeast side of building. None of the items will change location from the previously operating business.

Cheeky Doughnuts  
710 W Kimberly Ave  
Kimberly, WI

Kim Thiel  
920-850-1183  
cheekydoughnuts@gmail.com



basement is about 22' 7" x 26' 8" from north end of building and ends at wall jut-outs near 'seating'

**Village of Kimberly  
Site Plan / Zoning Review**

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Location of Property: 710 W Kimberly Ave Date(s) Rec'd: 08/07/2024

Applicant Name: Kim Thiel dba Cheeky Doughnuts Phone: 9202-850-1183 Fax:

Applicant Address: 3608 Lexington Dr. City: Appleton State:  
WI Zip: 54915

Owner: Kim Thiel Parcel Number(s): 250095109 Zoning: B1 – Business General

Scope of Proposal: 1,280 sf Office Building and 2,016 sf Garage

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Compliance Checklist: A=Approved N=Not Approved NA= Not Applicable

Use -A	Height - A	Access Regulations - A	Landscaping -NA
Lot Width - A	Front Setback - A	Parking Standards - A	Lighting - NA
Lot Depth - A	Corner-Side Setback - NA	Loading Standards - A	Signage - NA
Lot Area -A	Interior-Side Setback -A	Vision Clearance - A	Mechanical Screening-NA
Floodplain -NA	Rear Setback - A	Trans. Yard Stnds - NA	Var./CUP/PD Conditions
Storm Water -NA	Building Area - NA	Refuse Screening - NA	Other:

**Comments/Conditions**

The use, setbacks, parking, and lighting satisfy zoning ordinance requirements, and the site design is consistent with the adjacent properties.

The site does not modify existing impervious surfaces. Site plan does not modify exterior architecture.

Review Fee: \$0

**\*\*\*REVIEW FEE NOT COLLECTED TO DATE. APPLICANT MUST REMIT PRIOR TO PERMIT ISSUANCE\*\*\***

**\*\*\*THIS REVIEW IS FOR ZONING PURPOSES ONLY AND IS NOT A BUILDING PERMIT\*\*\***

**Approved**     **Approved w/Conditions**     **Denied**     **Hold**

Reviewed by: DLB Review Date(s): 8.14.2024

*Please contact the Director of Public Works at 920.788.7500 if you have any questions*

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## Village of Kimberly Request for Board Consideration

**ITEM DESCRIPTION:** Site Review – New Commercial Building, Future Tenant Space, 1023 Truman Street

**REPORT PREPARED BY:** Danielle Block, Administrator/Director of Public Works

**REPORT DATE:** August 22, 2024

**ADMINISTRATOR'S REVIEW / COMMENTS:**

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

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

**EXPLANATION:** Kevin Heiting, Shelsha LLC, Allstate, seeks Site Review approval for the construction of a new commercial building at 1023 Truman Street.

Enclosed with this staff update is the Plan Commission staff report, supporting materials and plans.

**RECOMMENDED ACTION:** The Plan Commission recommends approval of the Plans conditioned upon:

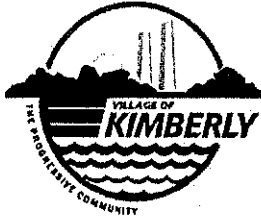
1. Wall Mount signage meeting Village Ordinances and Industrial Park standards. Sign Permit required.
2. The "Driveway Easement and Shared Parking and Driveway Maintenance Agreement per Doc 2315751" shall be amended to include Common Ownership and Maintenance responsibilities for the Sanitary Sewer and Storm Lines from and including CB E to the public storm line.
3. Wainscoting to be installed along, at a minimum, the north elevation to a height of 3'6" colored black, material steel.





## Village of Kimberly Request for Plan Commission Recommendation

<p><b>ITEM DESCRIPTION:</b> Site Review – New Commercial Building, Future Tenant Space, 1023 Truman Street</p>
<p><b>REPORT PREPARED BY:</b> Danielle Block, Administrator/Director of Public Works</p>
<p><b>REPORT DATE:</b> August 13, 2024</p>
<p><b>EXPLANATION:</b> Kevin Heiting, Shelsha LLC, Allstate, seeks Site Review approval for the construction of a new commercial building at 1023 Truman Street. The parcel is zone I1-Industrial Limited. Office buildings are a permitted use.</p> <p>Attached to this staff report include:</p> <ol style="list-style-type: none"> <li>1. Site Plan Review application and responses.</li> <li>2. Allstate Project Description.</li> <li>3. Civil and Architectural Plans.</li> </ol> <p><b>Scope of Construction – Reference Project Description and Plans for additional insight.</b></p> <ol style="list-style-type: none"> <li>1. Construct a new 1,280 sf commercial space with attached 2,016 sf garage.</li> <li>2. Insurance agency and storage garage.</li> <li>3. Shared parking lot and driveway.</li> <li>4. Future building sign.</li> <li>5. No parking lot improvements.</li> <li>6. Add additional lighting to the site.</li> <li>7. No major landscape modifications.</li> <li>8. Extension of storm water lateral.</li> <li>9. Construction of new water and sewer lateral.</li> <li>10. Utilize existing trash/dumpster enclosure.</li> </ol> <p>The staff zoning review identified the proposed project complies with applicable ordinances. Staff has completed a review of the site for compliance with Kimberly Municipal Code and Kimberly Industrial Park Covenants, the proposed project meets the code and covenants and notes the following:</p> <ol style="list-style-type: none"> <li>1. <b>Exterior Architectural Aesthetics.</b> Industrial Park Covenants required an architectural aesthetic along CTH CE with enhanced building materials. Note the stone façade is 3’6” in height, light grey in color. Siding is steel, dark grey. Trim colors will be black. Exposed timber on front entry way. Staff is comfortable with proposed aesthetics.</li> <li>2. <b>Attached Accessory Structure Height.</b> The height of the garage area is 19’ to 23’.</li> <li>3. <b>Signage.</b> No details were submitted in regards to the business signage, either ground mount or building. Any approval of the site plan would be contingent upon the signage meeting Village ordinances and Industrial Park covenants. Sign permit will be required.</li> <li>4. <b>Utility Easement.</b> The “Driveway Easement and Shared Parking and Driveway Maintenance Agreement per Doc 2315751” shall be amended to include Common Ownership and Maintenance responsibilities for the Sanitary Sewer and Storm Lines from and including CB E to the public storm line.</li> <li>5. <b>Landscape.</b> Final landscape additions will be minimal and placed on the west and north sides of the building. No landscape plan required.</li> </ol>
<p><b>RECOMMENDED ACTION:</b> Staff recommends approval of the submitted plans conditioned upon:</p> <ol style="list-style-type: none"> <li>1. Wall Mount signage meeting Village Ordinances and Industrial Park standards. Sign Permit required.</li> <li>2. The “Driveway Easement and Shared Parking and Driveway Maintenance Agreement per Doc 2315751” shall be amended to include Common Ownership and Maintenance responsibilities for the Sanitary Sewer and Storm Lines from and including CB E to the public storm line.</li> </ol>



VILLAGE OF KIMBERLY  
Site Review Application

Submit to:  
Planning & Zoning  
515 W. Kimberly Ave.  
Kimberly WI 54136  
920-788-7500

Applicant Information

Petitioner: Shelsha, LLC Date: 2028-06-28  
Petitioner Address: 800 W Ridgeview Dr. City: Appleton State: WI Zip: 54914  
Telephone #: ( ) 920-788-8856 Fax: ( ) \_\_\_\_\_ email: kevinheiting@allstate.com  
Status of Petitioner (please check one):  Owner  Representative  Tenant  Prospective Buyer

Petitioner's Signature (required): *Kevin Heiting*

Owner Information

Owner(s): Shelsha, LLC Date: 2028-06-28  
Owner(s) Address: 800 W Ridgeview Dr. City: Appleton State: WI Zip: 54914  
Telephone #: ( ) 920-788-8856 Fax: ( ) \_\_\_\_\_ email: kevinheiting@allstate.com  
Ownership Status (please check one):  Individual  Trust  Partnership  Corporation

**Property Owner Consent (required):**

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

Property Owner's Signature: *Kevin Heiting* Date: 6/29/2024

Site Information

Address/Location of Proposed Project: Truman Street Zoning: I1  
Proposed Project or Use: Business Office  
Current or last Use of Property: Vacant/Parking Lot  
Land Uses Surrounding this Address: North: I1 zone  
South: NA  
East: I1 zone  
West: I1 zone

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

Building Description and Use: Office building for an insurance agency and storage garage. The office portion will have myself and 2 employees working in it regularly during weekday daytime hours. We have very few incoming cars, but I would say on average 2-3 visitors weekly that drop off payments or come in for quotes. Most of our business is over the phone or electronically these days, so we do not have many customers stop in.

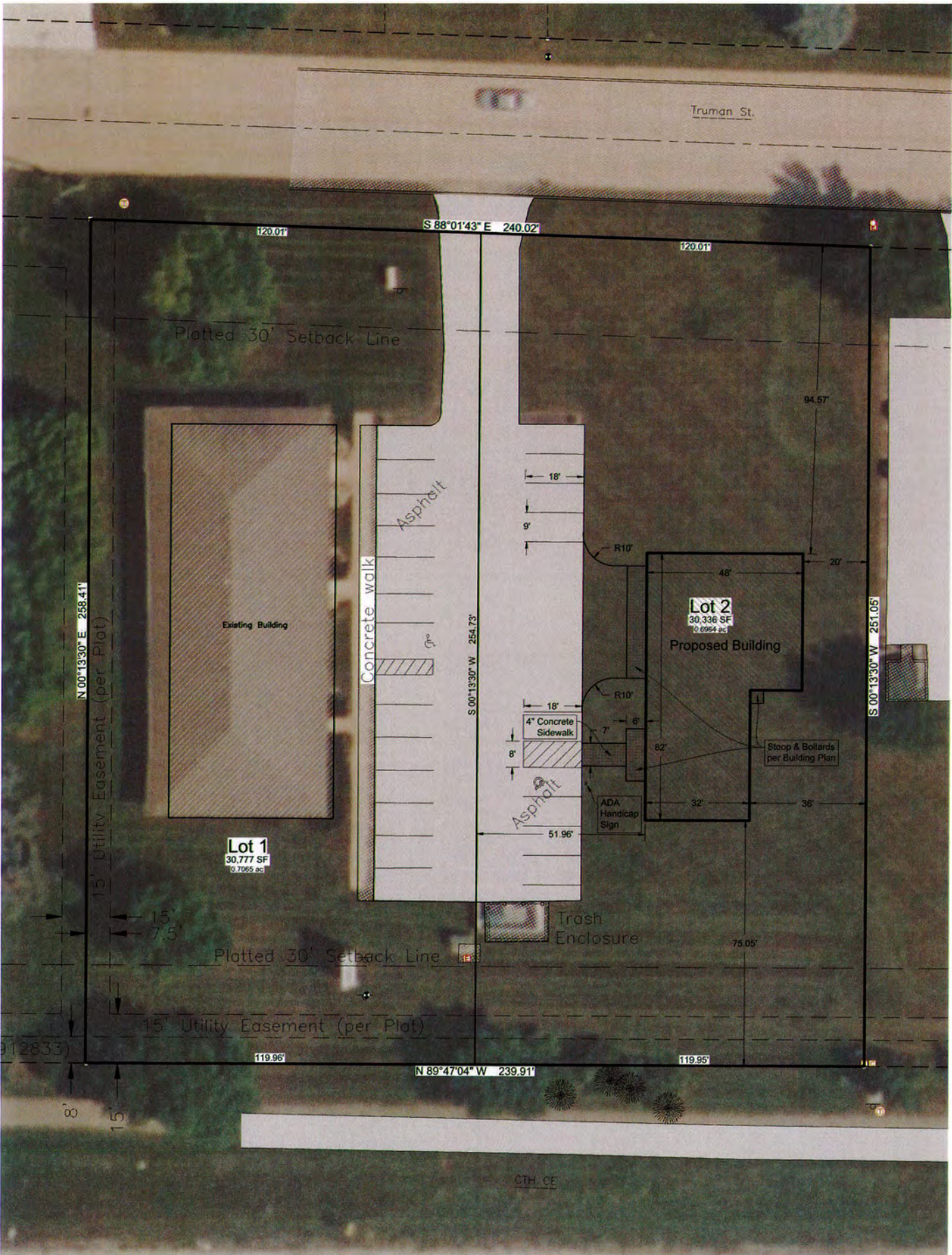
The garage portion is just for storage purposes and nobody will be working in that portion of the building. I also added that on the building to broaden the market if I ever had to sell or rent the building. There are not many buildings like this for plumbers, electricians, garage door installers etc with an office and storage.

This building will fit nicely with the surrounding buildings and being an owner occupied office for my business, we will keep it maintained very well.

# Heiting Insurance

## Village of Kimberly, Outagamie County, WI

### For: Shelsha, LLC



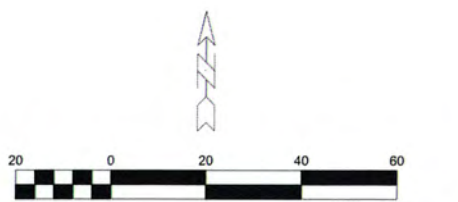
**SITE INFORMATION:**

Legal Description:	Lot 2 of CSM 8690
Parcel #:	25191501
Current Zoning:	I1 - Industrial Limited
Adjacent Zoning:	I1 - Industrial Limited
<b>Site Areas</b>	
Parcel Area	30,336 SF (0.6964 Acres)
Total Existing Impervious:	5,685 SF (19%)
Proposed Building Area:	3,296 SF
Proposed Pavement Area:	511 SF
Proposed Sidewalk Area:	414 SF
Total Proposed Impervious:	9,906 SF (33%)
Total Proposed Greenspace:	20,430 SF (67%)

**PARKING CALCULATIONS**  
 Parking Stalls Proposed: 9

**PROPERTY OWNER:**  
 Shelsha, LLC  
 300 W. Ridgeway Drive  
 Appleton, WI 54914  
 Telephone: (920) 788-8856  
 Email: kevinheiting@allstate.com

**ARCHITECT:**  
 Frontier Builders & Consultants, Inc.  
 P.O. Box 860  
 Kaukauna, WI 54130  
 Telephone: (920) 759-5033  
 Email:



**SHEET INDEX:**

Sheet	Page
Site Plan	1.0
Topographic Survey	1.1
Drainage, Grading & Erosion Control Plan	1.2
Utility Plan	1.3
Construction Details	2.1

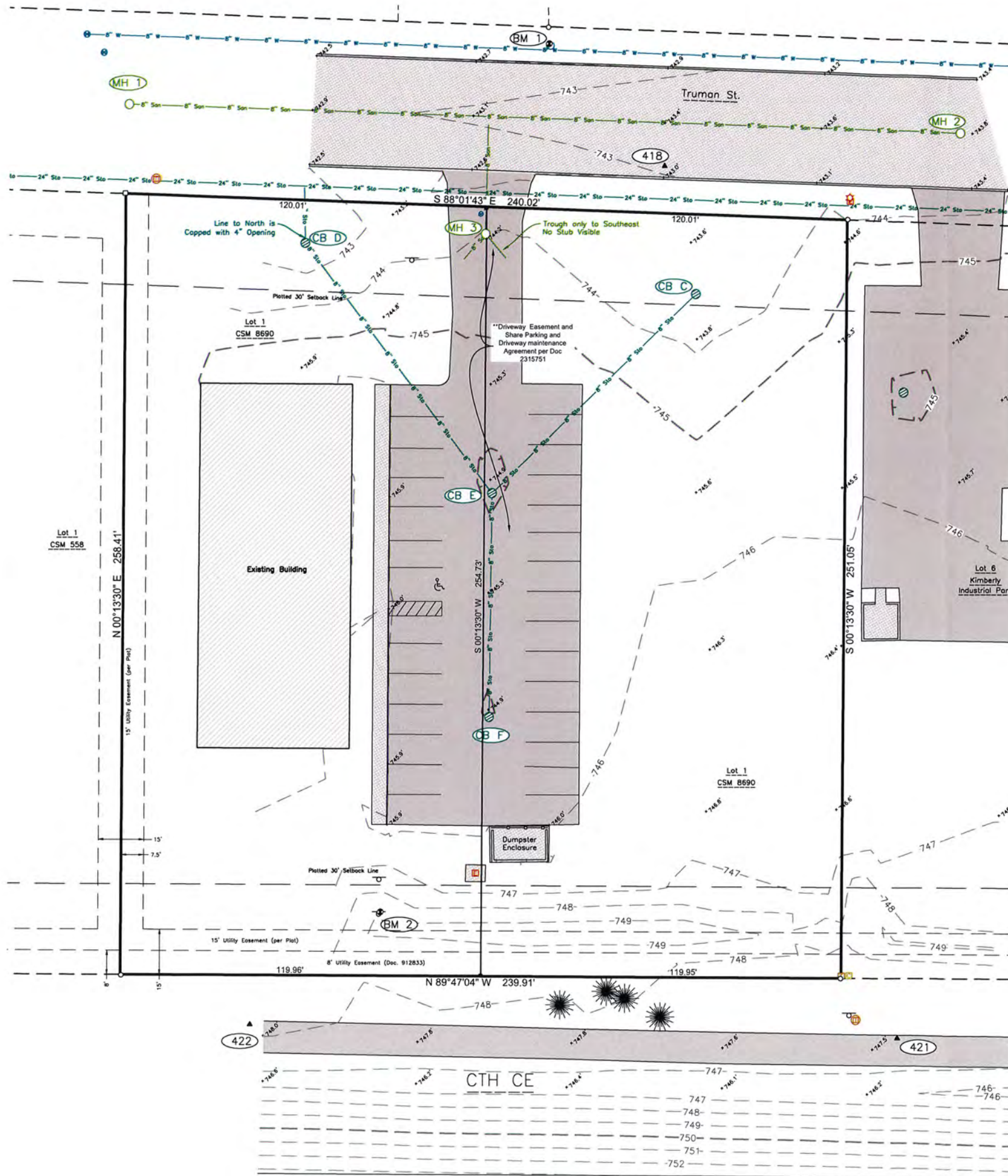
**LEGEND**

	Proposed Building
	Proposed Asphalt
	Proposed Concrete
	Proposed Gravel

**SITE PLAN**

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

6/26/2024 3:48 PM J:\Projects\8185\plan\dep\30\8185CEng.dwg Printed by: eric



**Storm Structures**

Structure #	Rim	Inv	Size	Material	Direction
MH A	743.27	735.07	24"	RCP	E
		735.07	24"	RCP	W
		736.27	12"	PVC	N
MH B	744.48	736.38	24"	RCP	E
		736.38	24"	RCP	W
CB C	742.42	739.32	8"	PVC	SW
CB D	742.04	738.44	8"	PVC	SE
CB E	744.88	738.78	8"	PVC	N
		738.78	8"	PVC	NW
CB F	744.88	738.78	8"	PVC	NE
		738.78	8"	PVC	N

**Sanitary Structures**

Structure #	Rim	Inv	Size	Material	Direction
MH 1	742.74	732.64	8"	PVC	W
		732.64	8"	PVC	E
MH 2	743.87	731.57	8"	PVC	W
		731.57	8"	PVC	E
MH 3	744.10	733.50	8"	PVC	N
		733.50	8"	PVC	SW
		733.50	8"	PVC	SE

**BENCHMARKS (NAVD 88)**

BM 0	NGS Benchmark PID and Designation - DE7729 Elev 791.73
BM 1	Fire Hydrant, Tag Bolt Adjacent to Entrance on North R/W of Truman St Elev 745.28
BM 2	Sign Base, Chiseled Square ±20' north of the south property line on the south concrete base to the monument sign Elev 749.72

**Horizontal Control**  
Project - (Village of Kimberly)  
2024-06-20  
Davel Engineering and Environmental  
Horizontal Control (per Outagamie County Coordinate System)

Point Number	Northing	Easting	Description
418	561398.54	841961.68	Control MAG
421	561110.03	842040.29	Control MAG
422	561114.20	841825.02	Control MAG



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

**LEGEND**

— CATV	— CATV	Underground Cable TV	○ Sanitary MH / Tank / Base	□ CATV Pedestal
— FO	— FO	Underground Fiber Optic	○ Clean Out / Pull Box	□ Gas Regulator
— SS	— SS	Sanitary Sewer (Pipe Size)	○ Storm Manhole	○ Post / Guard Post
— Sto	— Sto	Storm Sewer (Pipe Size)	○ Inlet	○ Deciduous Tree
— E	— E	Underground Electric	○ Catch Basin / Yard Drain	○ Survey Control
— G	— G	Underground Gas Line	○ Curb Stop	○ Benchmark
— T	— T	Underground Telephone	○ Hydrant	○ Asphalt Pavement
— W	— W	Water Main (Pipe Size)	○ Utility Valve	○ Concrete Pavement
—	—	Index Contour - Existing	○ Utility Meter	○ Gravel
—	—	Intermediate Contour - Existing	○ Light Pole / Signal	
			○ Guy Wire	
			○ Electric Pedestal	
			○ Electric Transformer	
			○ Telephone Pedestal	
			○ Ex Spot Elevation	

**General Notes:**

- Existing utilities shown are indicated in accordance with available records and field measurements. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response. The contractor shall be responsible for obtaining exact locations & elevations of all utilities, including sewer & water from the property owners of the respective utilities. All utility the property owners shall be notified by the contractor 72 hours prior to excavation. Contact Digger's Hotline (1-800-242-8511) for exact utility locations.

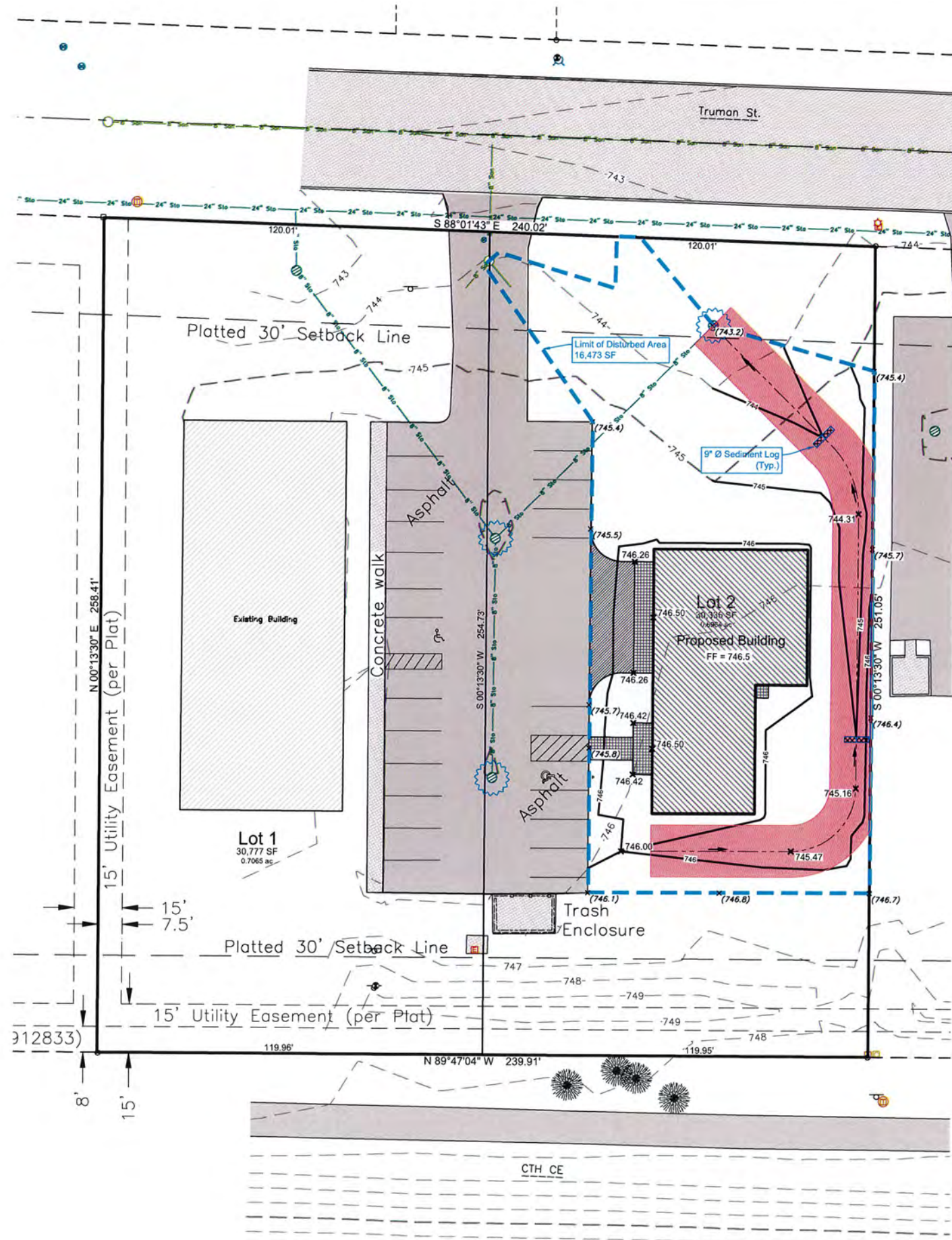
**DIGGERS HOTLINE**  
Dial 811 or (800) 242-8511  
www.DiggersHotline.com

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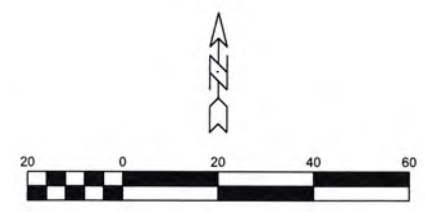
**TOPOGRAPHIC SURVEY**

Heating Insurance  
Village of Kimberly, Outagamie County, WI  
For: Shelsha, LLC

Date:	06/29/2024
Filename:	8185Surface.dwg
Author:	DRS
Last Saved by:	scott
Page:	1.1

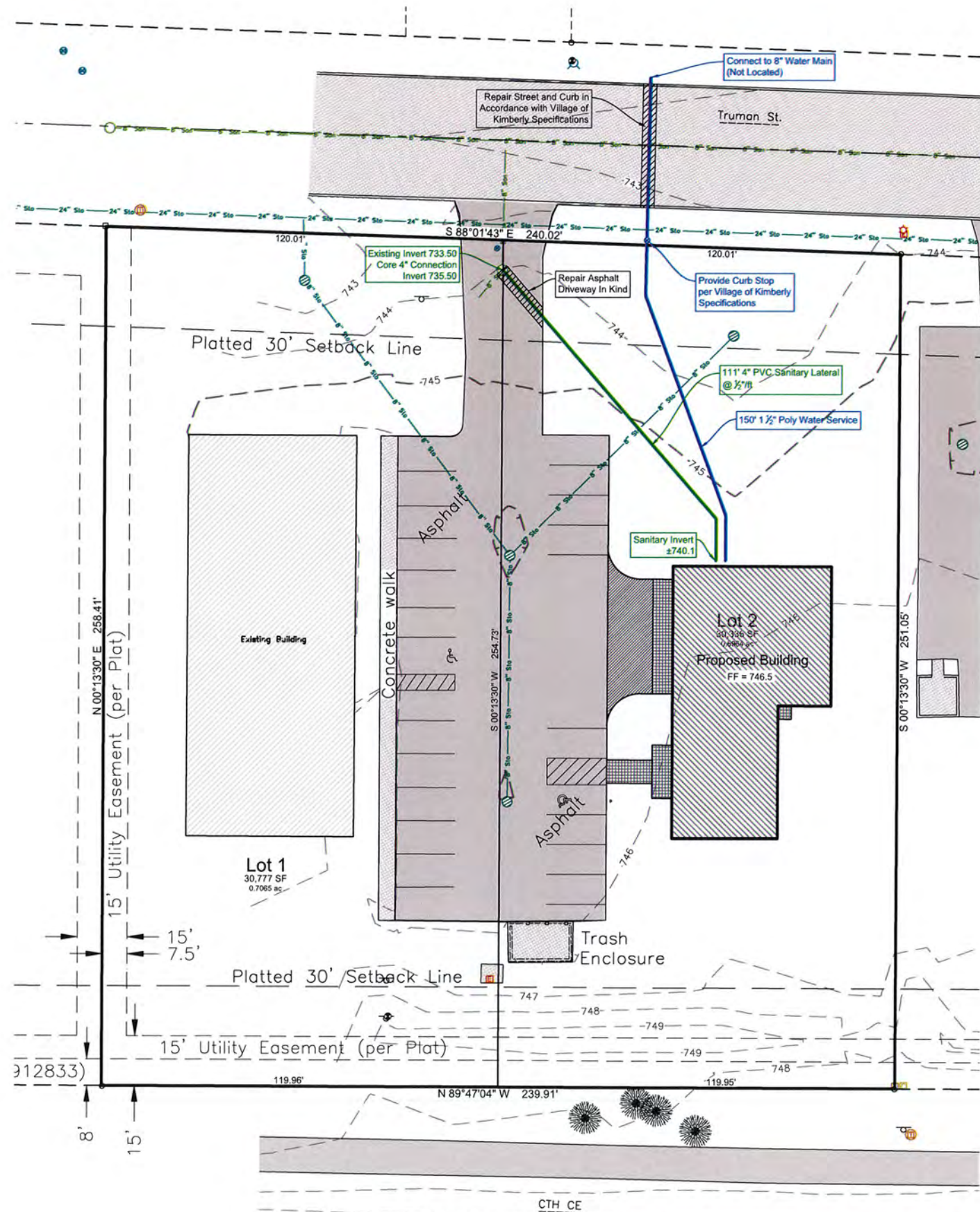


- NOTES:**
- Existing utilities shown are indicated in accordance with available records and field measurements. The contractor shall be responsible for obtaining exact locations & elevations of all utilities, including sewer and water from the owners of the respective utilities. All utility owners shall be notified by the contractor 72 hours prior to excavation. Contact Digger's Hotline (1-800-242-8511) for exact utility locations.
  - The Contractor shall verify all staking and field layout against the plan and field conditions prior to constructing the work and immediately notify the Engineer of any discrepancies.
  - Vegetation beyond slopes shall remain.
  - The contractor shall minimize the area disturbed by construction as the project is constructed. Disturbed areas shall be seeded as soon as final grade is established. Contractor shall replace topsoil and then seed, fertilize and mulch all lawn areas within 1 week of topsoil placement.
  - Contractor shall remove all excess materials from the site. Earthwork contractors shall verify topsoil depth.
  - All sediment and erosion control devices and methods shall be in accordance with the Wisconsin DNR Technical Standards.
  - The contractor shall make weekly inspections and inspections within 1 day of any rainfall exceeding 0.5 inches of the sediment and erosion control devices throughout construction. The contractor shall repair or maintain erosion control devices as necessary. The inspection reports shall be made available to the owner at the end of the construction or upon demand during construction.
  - Contractor is responsible for compliance with Department of Safety & Professional Services, Chapter SPS 382, for lateral construction and cleanout locations.
  - Updated survey and title search have not been authorized and the boundary and easements shown may be inaccurate or incomplete.



**LEGEND**

608	Proposed Storm Sewer		Proposed Storm Manhole		Proposed Inlet Protection
	Proposed Contour		Proposed Curb Inlet		Type of Inlet Protection
	Proposed Culvert		Prop. Catch Basin / Yard Drain		Proposed Sediment Log
	Prop. Flowline Spot Elev.		Proposed Endwall		
	Prop. Top of Walk Elev.		Proposed Rip Rap		
	Existing Grade		Prop. Drainage Direction		
			Prop. Finished Floor Elev.		
			Proposed Class I Type B Erosion Mat		



Sewer and Water shall be constructed in accordance with the State of Wisconsin Standard Specifications for Sewer and Water Construction, and all Standard Specifications of the Village of Kimberly.

Streets shall be repaired in accordance with the State of Wisconsin Standard Specifications for Highway and Structures Construction, and all Standard Specifications of the Village of Kimberly.

Contractor shall locate all buried facilities prior to excavating. This plan may not correctly or completely show all buried utilities.

The Contractor shall verify all staking and field layout against the plan and field conditions prior to constructing the work and immediately notify the Engineer of any discrepancies.

The Contractor shall comply with all conditions of the Erosion Control Plan and the Storm Water discharge Permit. All Erosion Control shall be done in accordance with the Plan and Wisconsin DNR Technical Standards.

The outside services are shown to stop at a point 5 feet outside the foundation wall. The Contractor shall be responsible for coordination of continuation of the services into the building to properly coincide with the interior plumbing plans, and compliance with all plumbing permits.

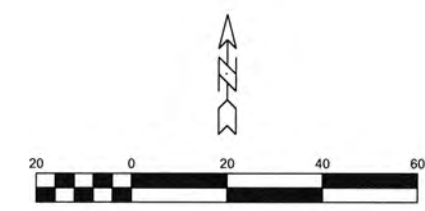
The Contractor is responsible for compliance with Department of Safety & Professional Services, Chapter SPS 382, for lateral construction and cleanout locations.

The contractor shall coordinate with provider for electric, gas, and telecommunication service connection and relocations.

Pipe lengths are measured to center of structure. Endwalls are included in pipe length.

Water Pipe shall be PE, with minimum of 18 gauge, insulated (blue), single-conductor copper tracer wire, or equivalent, per SPS 382.40 (8)(k).

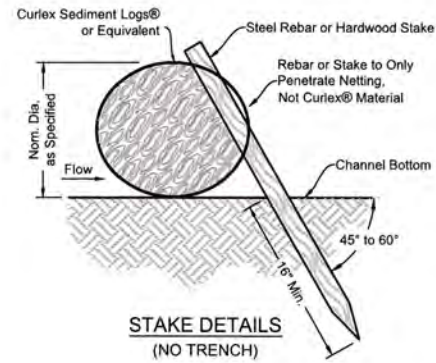
Sanitary Sewer Pipe Main shall be PVC Schedule 40, with minimum of 18 gauge, insulated (green), single-conductor copper tracer wire, or equivalent, per SPS 382.30 (11)(h). Sanitary Sewer laterals shall be PVC Schedule 40.



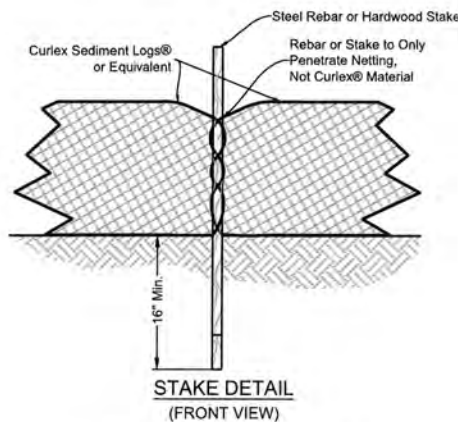
LEGEND			
	Proposed Storm Sewer		Proposed Sanitary Manhole
	Proposed Sanitary Sewer		Proposed Storm Manhole
	Proposed Water Main		Proposed Curb Inlet
	Proposed Contour		Prop. Catch Basin / Yard Drain
	Proposed Swale		Proposed Endwall
	Proposed Culvert		Proposed Hydrant
			Proposed Valve
			Proposed Curb Stop
			Proposed Cleanout
	Proposed Reducer		Proposed Plug
	Proposed Plug		Proposed Water MH
	Proposed Water MH		Proposed Tee
	Proposed Tee		Proposed Cross
	Proposed Cross		Proposed 90° Bend
	Proposed 90° Bend		Proposed 45° Bend
	Proposed 45° Bend		Proposed 22.5° Bend

# UTILITY PLAN

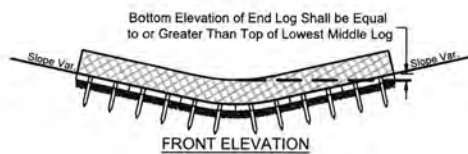
**Heating Insurance**  
 Village of Kimberly, Outagamie County, WI  
 For: Shelsha, LLC



**STAKE DETAILS  
(NO TRENCH)**



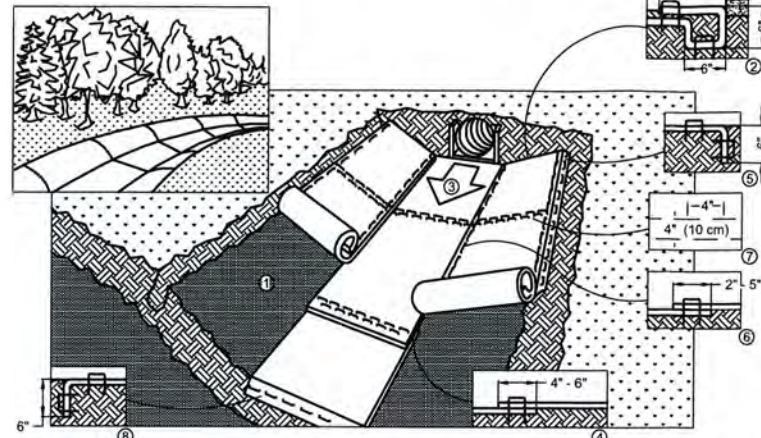
**STAKE DETAIL  
(FRONT VIEW)**



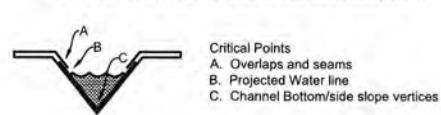
**FRONT ELEVATION**

**NOTE:**  
Stake installation shall meet manufacturer's requirements in regard to spacing, material, size, and bury depth.

**SEDIMENT LOG DETAIL**

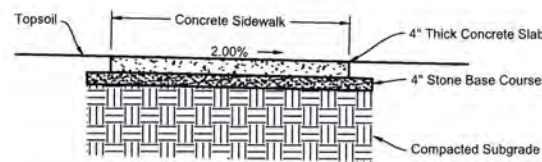


1. Prepare soil before installing Rolled Erosion Control Products (RECP's), including any necessary application of lime, fertilizer, and seed.  
Note: When using cell-o-seed do not seed prepared area. Cell-o-seed must be installed with paper side down.
2. Begin at the top of the channel by anchoring the RECP's in a 6" (15 cm) deep x 6" (15 cm) wide trench with approximately 12" (30 cm) of RECP's extended beyond the up-slope portion of the trench. Anchor the RECP's with a row of staples/stakes approximately 12" (30 cm) apart in the bottom of the trench. Backfill and compact the trench after stapling. Apply seed to compacted soil and fold remaining 12" (30 cm) portion of RECP's back over seed and compacted soil. Secure RECP's over compacted soil with a row of staples/stakes spaced approximately 12" (30 cm) across the width of the RECP's.
3. Roll center RECP's in direction of water flow in bottom of channel. RECP's will unroll with appropriate side against the soil surface. All RECP's must be securely fastened to soil surface by placing staples/stakes in appropriate locations as shown in the staple pattern guide. When using the DOT system, staples/stakes should be placed through each of the colored dots corresponding to the appropriate staple pattern.
4. Place consecutive RECP's end over end (shingle style) with a 4" - 6" (10 cm - 15 cm) overlap. Use a double row of staples staggered 4" (10 cm) apart and 4" (10 cm) on center to secure RECP's.
5. Full length edge of RECP's at top of side slopes must be anchored with a row of staples/stakes approximately 12" (30 cm) apart in a 6" (15 cm) deep x 6" (15 cm) wide trench. Backfill and compact the trench after stapling.
6. Adjacent RECP's must be overlapped approximately 2" - 5" (5cm - 12.5 cm) (depending on RECP's type) and stapled.
7. In high flow channel applications a staple check slot is recommended at 30 to 40 foot (9 M - 12 M) intervals. Use a double row of staples staggered 4" (10 cm) apart and 4" (10 cm) on center over entire width of the channel.
8. The terminal end of the RECP's must be anchored with a row of staples/stakes approximately 12" (30 cm) apart in a 6" (15 cm) deep x 6" (15 cm) wide trench. Backfill and compact the trench after stapling.
9. Detail provided by North American Green ([www.nagreen.com](http://www.nagreen.com))

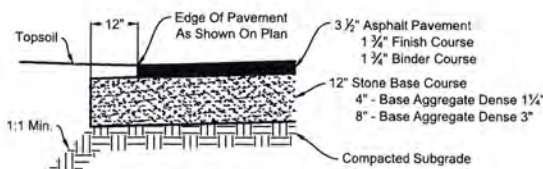


**EROSION MAT CHANNEL INSTALLATION  
DNR TECHNICAL STANDARD 1053**

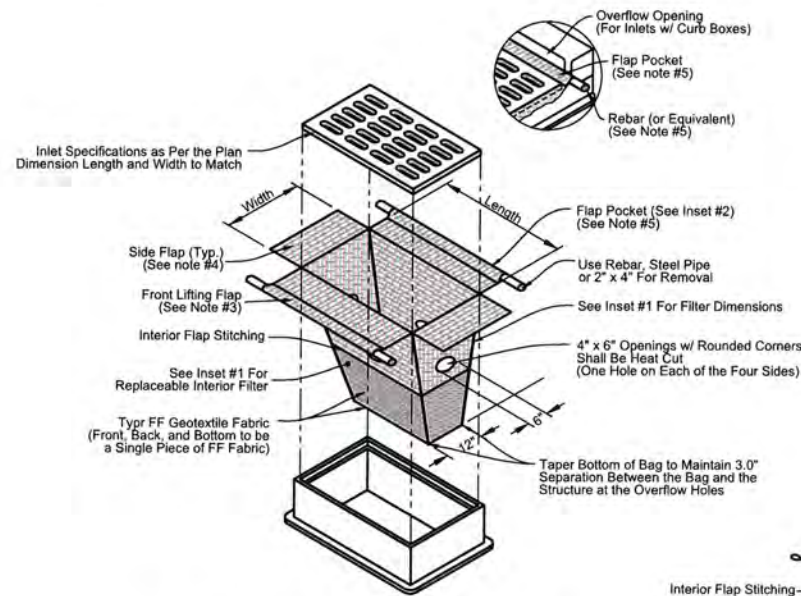
**Note:**  
\* Horizontal staple spacing should be altered if necessary to allow staples to secure the critical points along the channel surface.  
  
\*\* In loose soil conditions, the use of staple or stake lengths greater than 6" (15 cm) may be necessary to properly anchor the RECP's.



**CONCRETE SIDEWALK SECTION**



**ASPHALT PAVEMENT SECTION**

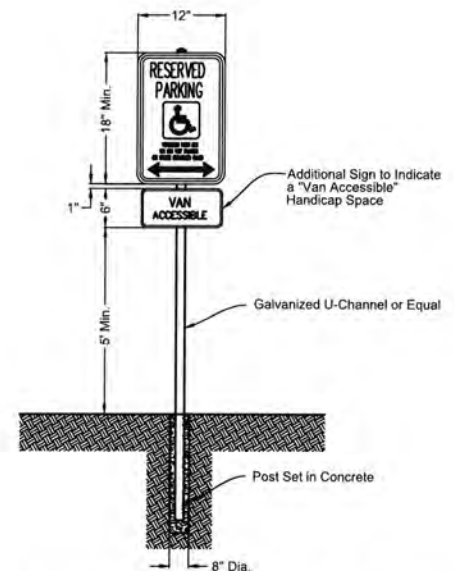
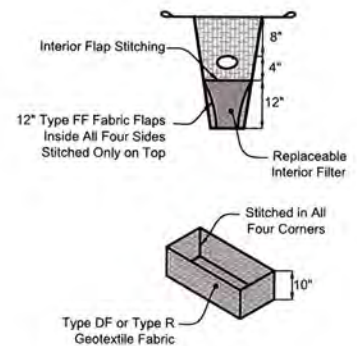


**INLET PROTECTION, TYPE D-M  
DNR TECHNICAL STANDARD 1080  
(CAN BE INSTALLED IN ANY INLET WITH OR WITHOUT A CURB BOX)**

- NOTES:**
1. Taper bottom of bag to maintain three inches of clearance between the bag and the structure, measured from the bottom of the overflow openings to the structure wall.
  2. Geotextile fabric, Type FF for flaps, top and bottom of outside of filter bag. Front, back and bottom of filter bag being one piece.
  3. Front lifting flap is to be used when removing and maintaining filter bag.
  4. Side flaps shall be a maximum of two inches long. Fold the fabric over and reinforce with multiple stitches.
  5. Flap pockets shall be large enough to accept wood 2" x 4". The rebar, steel pipe, or wood shall be installed in the rear flap and shall not block the top half of the curb face opening.

**MAINTENANCE NOTES:**

1. When removing or maintaining inlet protection, care shall be taken so that the sediment trapped in the fabric does not fall into the structure. Material that has fallen into the inlet shall be immediately removed.



**HANDICAP PARKING SIGN DETAIL (TYP.)**





Document Number

**SHARED DRIVEWAY,  
PARKING, AND DUMPSTER  
ENCLOSURE EASEMENT AND  
MAINTENANCE AGREEMENT**

Document Title

Recording Area

Name and Return Address:

PIN:

See Exhibit A

## SHARED DRIVEWAY, PARKING, AND DUMPSTER ENCLOSURE EASEMENT AND MAINTENANCE AGREEMENT

### SHARED DRIVEWAY, PARKING, AND DUMPSTER ENCLOSURE EASEMENT AND MAINTENANCE AGREEMENT

(“*Agreement*”) is made this \_\_\_ day of \_\_\_\_\_, 2024, by and between the JONEN FAMILY LIMITED PARTNERSHIP (“*Jonen*”) *Lot# 1* and SHELSHA, LLC (“*Shelsha*”) *Lot# 2* (Each of the above may be individually referred to as an “*Owner*”, and collectively, the “*Owners*”).

#### RECITALS

- A. **WHEREAS**, Jonen is the owner of real property located at 1037 Truman Street, Kimberly Wisconsin, Outagamie County, Wisconsin.
- B. **WHEREAS**, Jonen is subdividing the Property and will sell the newly created parcel to the eastern side of the Property to Shelsha, The parcel retained by Jonen shall be referred to as the “*Jonen Parcel*” *Lot# 1*. The parcel sold to Shelsha will be referred to herein as the “*Shelsha Parcel*” “*Lot# 2*, which shall be legally described on Exhibit A.
- C. **WHEREAS**, each parcel will contain within its respective parcel one-half of the parking lot and one-half of the driveway.
- D. **WHEREAS**, each Owner therefore desires to grant to the other an easement for the shared driveway area for purposes of ingress and egress to and from Truman Street, and each Owner desires to enter certain agreements regarding the maintenance of the shared driveway, parking lot and dumpster enclosure all as set forth herein.
- E. **WHEREAS**, each Owner further desires to enter certain agreements regarding the use and maintenance of the driveway, parking lot and dumpster enclosure as set forth herein.

#### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. **Grant.**
  - a. **Shared Driveway.** Jonen and Shelsha each grant a nonexclusive easement and right-of-way to one another and their successors and assigns to use the shared driveway area (as defined on Exhibit A, the “*Shared Driveway*”) for ingress and egress to Truman Street.
  - b. **Parking Lot.** Each Owner shall use its own parking lot, to the greatest extent possible as each Owner’s primary parking lot, provided, however, that Jonen and Shelsha each grant a nonexclusive right-of-way and easement, as well as

incidental use, to one another and their successors and assigns for the use of the shared parking lot, of the other, as set forth in this Section 1.b. . Jonen shall use Jonen *Lot# 1* for Jonen's parking needs to the greatest extent possible. Shelsha shall use Shelsha *Lot# 2* for Shelsha's parking needs to the greatest extent possible. If the parking spaces on Jonen *Lot# 1* are insufficient to support Jonen's parking needs. Jonen's and Jonen's heirs, successors, assigns, guests, and invitees shall be entitled to use Shelsha's *Lot# 2* for overflow parking. Similarly, if the parking spaces on Shelsha's *Lot# 2* are insufficient to support Shelsha's parking needs. Shelsha and Shelsha's heirs, successors, assigns, guests, and invitees shall be entitled to use Jonen *Lot# 1* for overflow parking.

There shall not, at any time, be any overnight parking in the parking lot on *Lot# 1* or *Lot# 2*, except to the extent reasonably necessary during periods of construction or business operations.

- c. **Dumpster and Dumpster Enclosure.** The dumpsters and dumpster enclosure serving both properties are located on *Lot# 2*. Shelsha grants to Jonen a nonexclusive easement and right of way over and on Shelsha *Lot# 2* to place one or more dumpsters within the dumpster enclosure on *Lot# 2*, (the Dumpster Enclosure) and Shelsha grants to Jonen, a non-exclusive easement and right of access to and from the Dumpster Enclosure for the limited purpose of placing waste in the dumpster and removing waste from the same.
- d. **Maintenance.** The parties agree to share in maintenance and certain other responsibilities regarding the parking lot, Shared Driveway, and Dumpster Enclosure as set forth herein.

**2. Permitted Users and Uses.** The easements, right of ways, and shared uses granted in Section 1, above, may be used by the Owners along with each of their tenants, employees, customers, agents, guests, and invitees. The Shared Driveway may be used for ingress and egress for business purposes only, except for the ingress and egress of construction vehicles from time to time during periods of construction by the other Owner, including but not limited to, construction of the initial improvements by the Owner of *Lot# 2*. Each Owner shall use its own parking lot, and the parking lot of the other as permitted herein, for business purposes only

**3. Maintenance Costs.** The present and future owners of *Lot# 1* and *Lot# 2* shall share all the reasonable costs of maintenance, repair, replacement, and clearing of snow on the parking lot and Shared Driveway, with an allocation of fifty percent (50%) each. The parking lot and Shared Driveway shall be maintained in a good state of repair, free of potholes, free of loose pavement, and with a substantially even surface and visually in a state that does not detract from the values of *Lot# 1* and *Lot# 2*. Snow should be cleared from the Parking Lot and Shared Driveway, so they are safe to travel. The parties shall share equally in the costs of maintaining the Dumpster Enclosure, provided, however, that, unless otherwise agreed to in writing by the Owners outside of this Agreement, dumpster fees shall not be shared, and each Owner shall be responsible

for its own dumpster usage and costs thereof. Repairs and maintenance shall be performed at such times and in such a manner as are mutually agreed by the Owners in writing, provided, however, that nothing shall prevent an Owner from performing any repairs, maintenance, or work upon its own property if agreement of the Owners cannot be reached.

If any Owner (or its tenants, employees, customers, agents, invitees, or contractors) causes damage (beyond ordinary wear and tear) to the Shared Driveway, the Dumpster Enclosure, or to the parking lot of the other Owner, then the Owner that caused such damage (or for whose tenant, employee, customer, agent, invitee, or contractor caused such damage) shall promptly restore the Shared Driveway or parking area to its pre-damage condition at that Owner's sole cost and expense.

Each Owner agrees to promptly pay its share of the expenses of maintenance, repair, and removal incurred by the performing Owner, or directly to any third party engaged to perform the work, within 30 days of billing for the expenses. If one Owner does not promptly pay to the other Owner its share, the incurring Owner may pay the full cost and then have an immediate right to reimbursement from the non-paying Owner, together with interest at the rate of 5% per year on the unpaid amount. If payment is due to a third party and an Owner does not pay its share, the other Owner may, in order to avoid a lien being placed on its property, pay the third party in full and recover such amounts from the non-paying owner upon the terms set forth above.

**4. Obligations during Construction.** During any period of construction by one of the parties, such party shall ensure that access and parking for the other Owner and businesses shall remain available, maintained, and reasonably unobstructed. All construction materials, waste disposal, construction equipment, and contractor parking shall occur only on that portion of the parking lot belonging to the Owner responsible for the construction, unless otherwise agreed by the other Owner. Any damage to the Shared Driveway or to the parking lot due to construction shall be repaired in a timely manner at the sole cost and expense of the Owner undertaking the construction.

**5. Insurance.** Each of the Owners shall maintain in effect at all times during the term of this Agreement a policy of general liability insurance naming the other Owner as an insured, to insure against injury to property, person, or loss of life arising out of each Owner's use, occupancy, or maintenance of the Shared Driveway with limits of coverage that are at levels customarily maintained by businesses in the community in which the Shared Driveway is located.

**6. Equal Rights of Use.** Each of the Owners shall have equal rights of ingress and egress over the Shared Driveway and shall take no action to prevent the other Owner from the enjoyment of such rights. There shall be no parking allowed, at any time, within the Shared Driveway.

**7. Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owners and their respective successors and assigns.

**8. Non-Use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent any of the Owners from later use of the easement rights to the fullest extent authorized in this Agreement.

**9. Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

**10. Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Outagamie County, Wisconsin.

**11. Notices.** All notices to any party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

**12. Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

**13. Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

**14. Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

**15. No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easement granted under this Agreement to the general public or for any public purpose whatsoever.

**16. Re-recording Rights.** Any party to this Agreement, or any of their successors or assigns to title to any portion of the parcels benefitted or burdened by the easement granted in Section 1, may take any action to preserve their respective rights under this Agreement, including, but not limited to, the re-recording of this Agreement pursuant to Wisconsin Statutes § 893.33.

*[The remainder of this page is left intentionally blank. The signature pages follow.]*





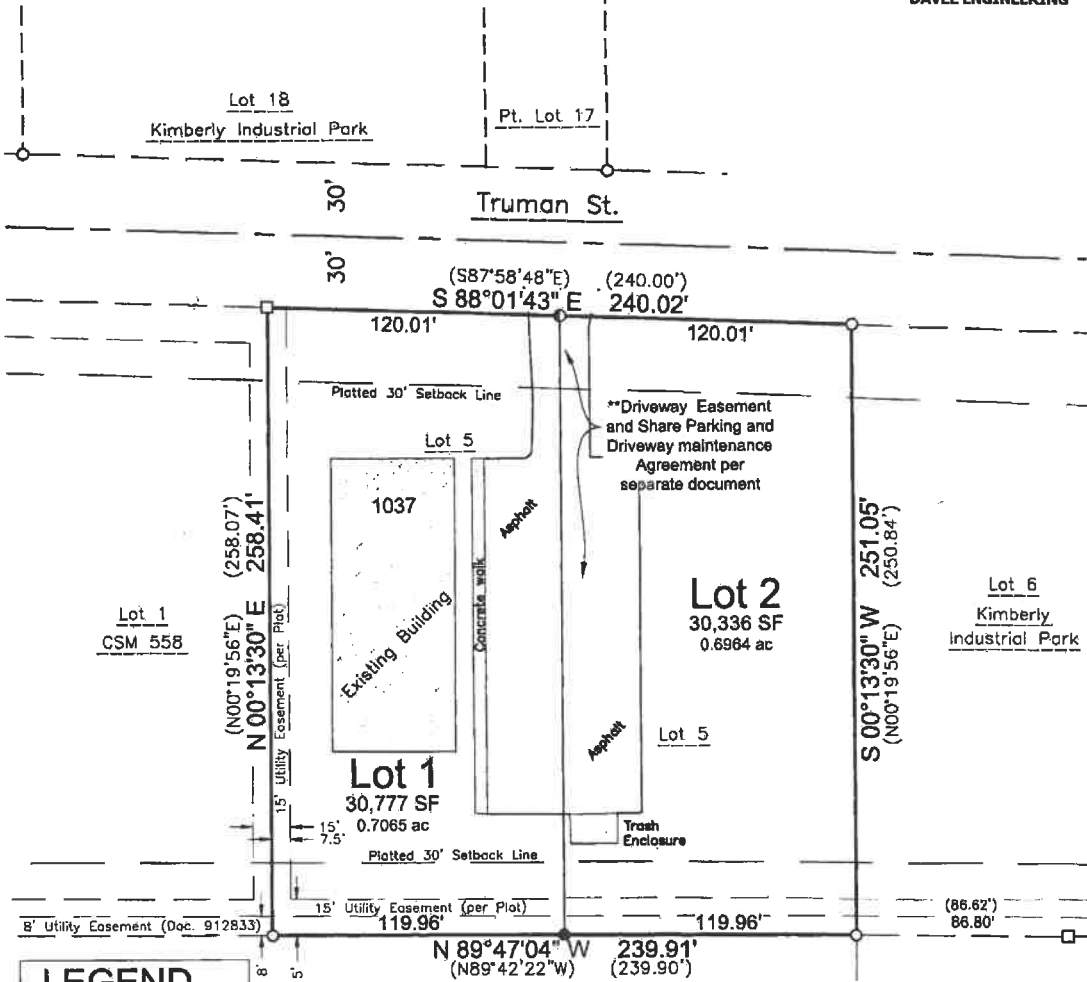


Certified Survey Map No. \_\_\_\_\_

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

*Sarah R. Van Camp*

SARAH R VAN CAMP, REGISTER OF DEEDS  
 Return via MAIL (REGULAR)  
 DAVEL ENGINEERING



**LEGEND**

- 3/4" x 18" Steel Rebar @ 1.50lbs/LF SET
- Masonry (PK) Nail SET
- 3/4" Rebar Found
- 1" Iron Pipe Found
- ⊕ Government Corner
- ( ) Recorded As



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

Southwest Corner  
 Section 28, T21N, R18E  
 1 1/4" Rebar Found 1029.27'

Southeast Corner  
 Section 28, T21N, R18E  
 MAG Nail Found



Survey for:  
 Jonen Family  
 Limited Partnership  
 PO Box 64  
 Kewaunee, WI 54216



**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
 Civil Engineers and Land Surveyors  
 1164 Province Terrace, Menasha, WI 54952  
 Ph: 920-991-1686 Fax: 920-441-0804  
 www.davel.pro

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

2024.04.25  
 08:36:42-0500'

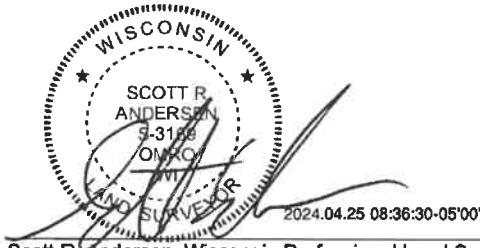
File: 8185CSM.dwg  
 Date: 04/25/2024  
 Drafted By: scott  
 Sheet: 1 of 3

Certified Survey Map No. \_\_\_\_\_

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

Surveyor's Certificate

I, Scott R. Andersen, Professional Land Surveyor, hereby certify That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Village of Kimberly, and under the direction of Jonen Family Limited Partnership, the property owners of said land, I have surveyed divided and mapped this Certified Survey Map; that such map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is Lot 5, Kimberly Industrial Park Plat, Located in Government Lot 6 and 7 of Section 28, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin containing 61,113 Square Feet (1.4029 Acres) of Land. Described Parcel is subject to all easements, and restrictions of record.



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

Owners' Certificate

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

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

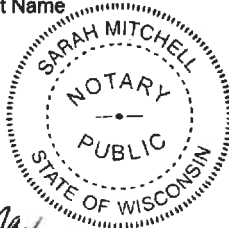
Village of Kimberly

Dated this 3RD day of MAY, 20 24

Ann Marie R. Jonen  
Owner / Managing Member

ANN MARIE R. JONEN  
Print Name  
Jonen

State of Wisconsin )  
                                  )SS  
Calumet County)



Personally came before me on the 3rd day of May, 20 24, the above the property owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Sarah Mitchell  
Notary Public, Wisconsin My Commission Expires 12/21/24

Certified Survey Map No. \_\_\_\_\_

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

Village Board Resolution

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

Charles A. Kuen  
Village President

Charles A. Kuen  
Print Name

04-29-2024  
Date

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

Jennifer Weyenberg  
Village Clerk

Jennifer Weyenberg  
Print Name

4-29-2024  
Date

Treasurers' Certificate

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

Jennifer Weyenberg  
Village Treasurer

Jennifer Weyenberg  
Print Name

4-29-2024  
Date

Barbara Schuch  
County Treasurer, Deputy

Barbara Schuch  
Print Name

5/29/2024  
Date

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

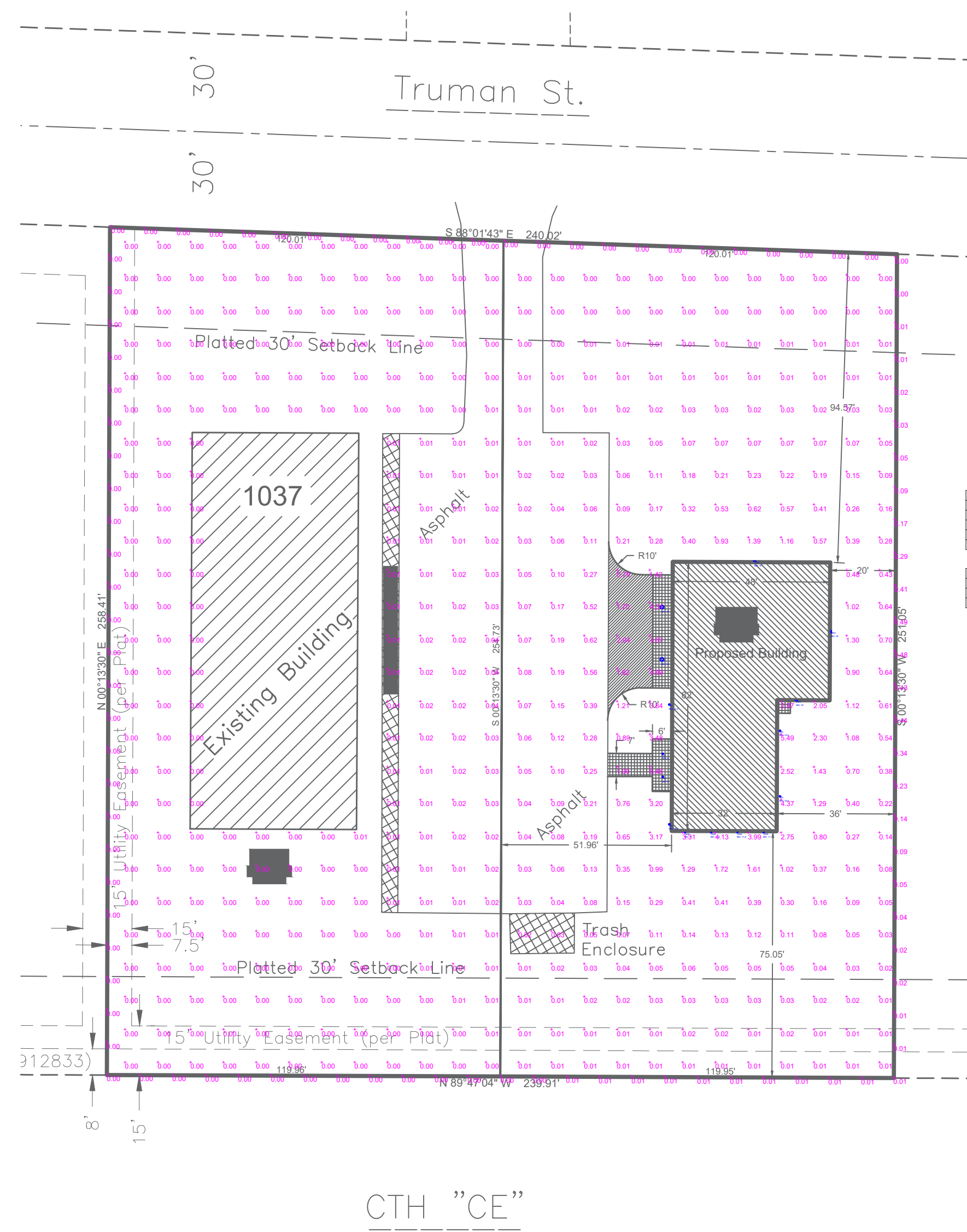
the property owner of record: Jonen Family Limited Partnership	Recording Information: Doc. 1695180	Parcel Number(s): 250191500
-------------------------------------------------------------------	----------------------------------------	--------------------------------

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

Date

NOTES:

- Customers are responsible for confirming mounting heights, fixture suspension types/ lengths, color temperature, CRI, linear fixture lengths, pole lengths, and bollard heights/ lengths prior to ordering.
- Mounting height (MH) is measured from the bottom of the fixture to the floor.
- This Lighting layout assumes the following unless values are specified and must be confirmed by the customer prior to ordering.
  - Color Temperature is 4000K
  - Room reflectance of 80, 50, 20 for standard ceilings and 50, 50, 20 for exposed ceilings
  - Wall sconces are mounted at 7 feet for calculations.



Label	Qty	Arrangement	LUF	Tag	Description	Lum. Watts	Total Watts	Lum. Lumens
DL1	8	SINGLE	0.850	LITHONIA	WFE LED 30W/30W/30W/30W/30W/30W/30W/30W	24.0	192.0	1920
DL2	4	SINGLE	0.850	JANU	WFE LED 30W/30W/30W/30W/30W/30W/30W/30W	9.33	37.32	773
DL3	2	SINGLE	0.850	AMP	AMP/LED/30W/30W/30W/30W/30W/30W/30W/30W	1.530	3.06	132
DW1	3	SINGLE	0.850	LITHONIA	WPK LED P1 4W/4W/4W	11.47	34.41	1558

Label	Calculation Summary	Units	Avg	Min	Max	Angle	MaxMin
PRELIMINARY PROPERTY LINE	Illuminance	Fc	0.04	0.08	0.08	N/A	N/A
SITE	Illuminance	Fc	0.24	0.48	0.50	N/A	N/A



#	DATE	COMMENTS

REVISIONS

DRAWN BY : LB

DATE : JULY 24, 2024

SCALE : 1/32" = 1'-0"

HEATING INSURANCE

APPLETON, WISCONSIN

SITE LIGHTING

KIMBERLY INDUSTRIAL PARK

PROTECTIVE COVENANTS

DECLARATION OF RESTRICTIONS

The Village of Kimberly, Wisconsin; the owner of real property designated as Kimberly Industrial Park; and described as follows:

Part of Government Lots 5,6, 7, 8 in Section 28, Township 21 North, Range 18 East, Village of Kimberly, Outagamie County, Wisconsin, described as:

Beginning at the intersection of the north right-of-way line of C.T.H. "CE" with the east line of Government Lot 5; thence westerly along the north line of said C.T.H. "CE" to the east line of Marcella Street; thence northerly along said east line to the Village limits line (south line of Murphy Concrete Products Co. property); thence easterly 791.94 feet along said Village limits line to the west line of Government Lot 6; thence northerly along said west line to the south right-of-way line of the Chicago and Northwestern Railroad; thence northeasterly along said south right-of-way line to the east line of Government Lot 5; thence southerly along the east line of Government Lot 5 to the point of beginning on the north line of C.T.H. "CE".

In order to establish a general plan for the improvement and development of the property, the Village desires to impose on it mutual, beneficial, restrictions for the benefit of all lands in the property and for the benefit of the Village of Kimberly and the future owners of these lands. The Village hereby declares that the property shall be transferred, sold, leased, conveyed, and occupied subject to the restrictions and covenants herein set forth.

1. USE OF LAND

It is the intention of the Village of Kimberly that the Industrial Park be developed to enhance the future industrial growth of the Village in a planned development for general business and light industry, distribution and limited retail operations. The type of industry and business "mix" will be approved by the Plan Commission acting as Industrial Development Board, and final approval shall be determined by the Village Board of the Village of Kimberly. No building permits shall be applied for to the Village within the Industrial Park without having a site plan submitted to, reviewed and approved by the Village of Kimberly as required under pertinent Ordinances of the Village.

2. NUISANCE CONTROL

No operation, process, manufacturing, or building use in said subdivision shall produce or create excessive noise, light, odor, smoke, vibration, heat, industrial waste, or other excessive measurable external nuisance.

3. OUTDOOR STORAGE

All materials, products, or trash stored outside buildings must be behind the front building face line from the street right-of-way line, and must be screened from view from the street and adjoining properties with a solid fencing or screening approved by the Industrial Development Board. All trash must be enclosed by a fence of solid material such as will provide a suitable vision screen.

Minimum height of such fence shall be six feet or otherwise comply with Village fence ordinance. Fences must be kept painted or have such other finish as is generally acceptable for good appearance.

#### 4. HEIGHT, BUILDING LINES AND SETBACKS

(a) The maximum building height pursuant to Section 9.17 of the Village Zoning Ordinance shall be no greater than sixty (60) feet.

(b) FRONT: No part or portion of any building shall be erected, constructed or extended nearer than thirty (30) feet from the street right-of-way, or both street right-of-way lines on a corner lot, of any lot in said subdivision. Parking of employees motor vehicles and storage of materials, products or equipment shall be prohibited at all times within this thirty (30) foot setback area. The entire area shall be turfed and landscaped.

(c) REAR: No part or portion of any building shall be erected, constructed, or extended nearer than twenty (20) feet to any rear lot line, except in the case of an erection or construction of any building or structure used for outside rail-road loading or unloading facilities, wherein the restriction shall not apply.

(d) SIDE: No part or portion of any building shall be erected, constructed, or extended nearer than 10 feet to any side lot line, except for a corner lot as noted above. The combined total of side yards for any parcel shall not be less than 30 feet. Variances may be granted by the Village Board. Corner lots have two side lot lines.

#### 5. ARCHITECTURAL CONTROL

Complete architectural design must be given to all facades of all buildings with all side and rear elevations being given architectural treatment compatible with the front elevation of the building and all buildings must be approved by the Industrial Development Board.

#### 6. SIGNS

No sign shall be erected or maintained on the property except in conformity with the following:

1. Signs visible from the exterior of any building may be lighted, but no signs or any other contrivance shall be devised or constructed so as to rotate, gyrate, blink, or move in any animated fashion.

2. Signs shall be restricted to advertising only the person, firm, company, or corporation operating the use conducted on the site or the products produced or sold therein.

3. All signs attached to the building shall be flush mounted. Only one exterior wall sign per business shall be allowed covering no more than 10 percent of the area of the wall.

4. One freestanding, monument type ground sign per business shall be allowed. The total size of the freestanding sign shall not exceed 35 square feet. Maximum height of all monument signs permitted shall not exceed 10 feet above ground level. The type location and placement of signs shall be approved by the Industrial Development Board.

5. Variances may be granted by the Village Board or its designated agent upon evidence that restrictions are not realistic.

#### 7. OFF STREET PARKING AND LOADING

All walks, parking area and loading zones shall be paved to prevent windblown dust and provide all-weather surfaces.

Each owner of a site shall provide adequate off-street parking to accommodate all parking needs for the site. All employee parking will take place in side and/or rear yard lots. Customer/visitor parking may be permitted in front up to a maximum of six (6) spaces inside, but not closer than ten (10) feet from the street right-of-way.

The following guide shall be used to determine parking requirements:

1. In addition to employee and visitor parking, there shall further be space required to provide sufficient parking for trucks and trailers. Truck loading berths shall be prohibited at the front of all buildings unless the face of each truck loading berth is set back at least one hundred (100) feet from the street line and suitable maneuvering area is provided.

#### 8. LANDSCAPING

The entire setback area shall be turf between the lot line from the street curb to the building face, except when parking lots are permitted. Such landscaping shall be completed not later than nine months after occupancy. All landscaping, plantings, etc., shall be done in a suitable manner and with the approval of the Industrial Development Board of the Village so that it will produce an acceptable appearance, excepting only those areas as may be required for driveways, visitor parking or walks.

#### 9. UTILITY CONTROLS

All utilities shall be underground where feasible. This shall apply to all electric, telephone, gas, water, storm and sanitary sewers, excepting electric lines exceeding 12,000 volts, the location of which must be approved by the Industrial Development Board.

#### 10. COOPERATION FOR MINOR EASEMENTS

All owners and occupants of parcels within said Industrial Park shall cooperate with the Village and other owners and occupants within said Industrial Park in the planning and granting of all necessary and reasonable easements for gas, electric, telephone, sewer, water, access roads, rail spurs, and loading tracks provided that such easements do not interfere with the present use of the land or unduly restrict future use of development. Nothing contained in this section shall be deemed to require the purchased to grant any specific easement, nor grant easements or right-of-ways without full reasonable compensation therefore.

#### 11. DRAINAGE CONTROLS

No land shall be developed and no use shall be permitted that results in increased storm water run-off from any parcel and flooding or erosion on adjacent properties. Such run-off shall be properly channeled into a storm drain, water course, ponding area, or other public facility.

#### 12. EXCESS SOIL

Any excess soil, earth or fill material not used by the owner or occupier of the premises shall not be removed from such premises without first offering same to the Village of Kimberly, free of charge, for removal by the Village within a reasonable time following such offer, and without further cost to the owner or occupier.

#### 13. RECAPTURE AND RESALE OF LAND

(a) If a buyer of any parcel does not commence construction of a building or buildings thereon within 12 months after the date of purchase or if the buyer of any parcel does not complete construction of a building or buildings

thereon within 2 years after the date of purchase, the Village shall have the option to repurchase the property. Exercise of the option shall be effected by resolution adopted by the Village Board. Such option shall be exercisable only in writing delivered to the buyer within 6 months after the expiration of such 12 months or 2 year period or within 6 months after any extension to such periods granted by the Village Board if good cause shown. Closing shall take place within 60 days following the exercise of such option on such date as shall be designated by the Village specified in such notice. The purchase price to be paid by the Village upon the exercise of such option shall be the sum of the following:

1. The purchase price paid for the land by the buyer.
2. All special assessments which may have been paid by the buyer or levied against the premises during the period of such buyers ownership.

From the purchase price and any additions as set forth above, there shall be subtracted the following items:

- (1) Unpaid real estate taxes;
  - (2) Pro-ration of current years real estate taxes to date of closing;
  - (3) Title insurance policy premiums paid at the time of the original sale and at the time of the buyback.
  - (4) Liens and encumbrances on the property of a definite or ascertainable amount;
  - (5) The estimated cost of restoring the property to the condition which it was in at the time of purchase; however, the Village may at its option accept the parcel and the improvements thereon in which case restoration shall not be required.
  - (6) The sales commission paid by the Village at the time of the original purchase as such figure is reflected on the closing statement.
- (b) In the event a buyer elects to sell all or any part of any parcel which is vacant, the same shall first be offered for sale, in writing, to the Village at a price per acre computed as set forth in Subsection (a) above. The Village shall have sixty (60) days from the receipt of such offer to accept or reject same. Acceptance or rejection of such offer shall be effected by resolution adopted by the Village Board. Upon acceptance by the Village, conveyance shall be by warranty deed free and clear of all liens and encumbrances, except those in existence prior to the buyer's ownership of the property, and subject to municipal and zoning ordinances, easements for public utilities, and building restrictions and ordinances. Seller shall furnish title policy at seller's expense.
- (c) If the Village fails to timely exercise the option described in Subsection (a) above or fails to timely accept the offer described in Subsection (b) above or rejects said offer, buyer may then sell such property to any other buyer and the Village shall have no further interest therein, except that any use of said property by any subsequent buyer shall be subject to applicable zoning, ordinances, restrictions, and regulations of the Village relating to the use of said property at the time of such sale.
- (d) Nothing contained herein shall be deemed to give the Village a right of first refusal or option in the event that a buyer of a parcel who has improved the same by construction of a building or buildings thereon shall propose to sell all of such property as one parcel together with the improvements thereon it being intended that the provisions of this shall apply only to the resale of vacant parcels.

14. NUMBER OF YEARS RESTRICTION TO RUN WITH THE LAND.

Each lot shall be conveyed subject to the within restrictions and covenants,



all of which are to run with the land and shall be binding on all parties and all persons claiming them for a period of ten (10) years from the date this declaration of restriction is recorded, after which time said covenants and restrictions as are then in force and effect shall be automatically extended for successive periods of ten (10) years each, unless an instrument terminating such restrictions signed by a majority of the then owners of the lots in said subdivision, together with the approval thereof by the Village Board as evidenced by a resolution duly adopted by at least three-fourth (3/4) favorable vote of all members of the Village Board.

In determining a majority of property owners, one vote shall be counted for each owner owning three (3) acres of land or less, and one additional vote for each additional full three (3) acres, with a maximum of ten votes for any one property owner.

15. MODIFICATION AND AMENDMENT OF DEED RESTRICTIONS

The within covenants and restrictions, except the provisions of paragraph 13 of these restrictions, may be modified and amended only upon the execution and recording of a written instrument to said effect by the majority of the then owners of the lots in said subdivision with the approval thereof by the Village Board as evidenced by a resolution duly adopted by at least three-fourths (3/4) favorable vote of all members of the Village Board at any time.

The majority of the property owners shall be determined as set forth in paragraph 14 of these restrictions.

J 5955 I 28

VILLAGE OF KIMBERLY

AMENDMENT TO PROTECTIVE COVENANTS-KIMBERLY INDUSTRIAL PARK

RE: Village of Kimberly Industrial Park Protective Covenants recorded November 30, 1984, Document No. 855551, Jacket 5069, images 42-47, Outagamie County Registry.

1. That paragraph 4.(c) is corrected to read as follows:

4.(c) REAR: No part or portion of any building shall be erected, constructed, or extended nearer than 20 feet to any rear lot line, except in the case of an erection or construction of any building or structure used for outside railroad loading or unloading facilities, wherein the restriction shall not apply.

2. That paragraph 4.(d) is corrected to read as follows:

4.(d) SIDE: No part or portion of any building shall be erected, constructed, or extended nearer than 10 feet to any side lot line, except for a corner lot as noted above. The combined total of side yards for any parcel shall not be less than 30 feet. Variances may be granted by the Village Board. Corner lots will have two side lot lines.

3. The first paragraph of paragraph 8, dealing with landscaping, is corrected to read as follows:

8 LANDSCAPING: The entire setback area shall be turf between the lot line from the street curb to the building face, except when parking lots are permitted. Such landscaping shall be completed not later than nine months after occupancy. All landscaping, plantings, etc., shall be done in a suitable manner and with the approval of the Industrial Development Board of the Village so that it will produce an acceptable appearance, excepting only those areas as may be required for driveways, visitor parking or walks.

*Pt 2556, 7 vs 8  
8/18-88  
12/1/88*

# J 5955 I 29

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4. Paragraph 11 dealing with drainage controls is corrected to read as follows:

11 DRAINAGE CONTROLS: No land shall be developed and no use shall be permitted that results in increased storm water run-off from any parcel and flooding or erosion on adjacent properties. Such run-off shall be properly channeled into a storm drain, water course, ponding area, or other public facility.

That these amendments, to Village of Kimberly Industrial Park Protective Covenants, as adopted by the Village Board of Trustees, of the Village of Little Chute, shall be recorded with the Outagamie County Register of Deeds.

By order of the Village Board of Trustees:

  
RICK HERMUS, Village Clerk

Signature authenticated this 20 day of Dec., 1985.

  
CHARLES J. HARTZHEIM, ATTORNEY

## ABSTRACT

This instrument drafted by:  
VILLAGE OF KIMBERLY  
515 West Kimberly Avenue  
Kimberly, Wisconsin 54136

COUNTY OF OUTAGAMIE  
FILE NO. 876605

REGISTER'S OFFICE  
OUTAGAMIE COUNTY, WI.  
RECEIVED AND RECORDED ON

DEC 23 1985

AT 8:30 O'CLOCK AM  
IN JACKET 5955 IMAGE 28-29  
Space Herb SW  
REGISTER OF DEEDS

pd.  
6.00

atty. Charles Hartzheim  
(use enr. . . 1)