



VILLAGE OF KIMBERLY, WI
NOTICE OF VILLAGE BOARD MEETING

DATE: Monday, December 9, 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, December 9, 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 of the 12/02/2024 meeting
- 6) Unfinished Business
 - a) None
- 7) New Business for Consideration or Action
 - a) Award Municipal Fence Installation Contract to Security Fence in the amount of \$4,393.00
 - b) Award Tree Removal Contract to Lowney's in the amount of \$2,500.00
 - c) Ordinance No. 5, Series of 2024 Amending Chapter 270 of the Village of Kimberly Municipal Code Related to Fires and Fire Prevention Code
 - d) Ordinance No. 6, Series of 2024 Amending Chapter 207 of the Village of Kimberly Municipal Code Building Construction Codes
 - e) Professional Service Agreement- Village of Kimberly and EPLEX, LLC for Commercial Plan Review
 - f) Resolution No. 16, Series of 2024 to Adopt the Second Amendment to the Kimberly Industrial Protective Covenants
 - g) Updates to On-Call Policy
- 8) Public Participation
- 9) Adjournment

Village Board Virtual Attendance Information

Village Board

Dec 9, 2024, 5:00 – 6:00 PM (America/Chicago)

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

<https://meet.goto.com/485394477>

You can also dial in using your phone.

Access Code: 485-394-477

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

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

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

**VILLAGE OF KIMBERLY
BOARD MEETING MINUTES
12/02/2024**

A meeting of the Village Kimberly Board was called to order on Monday, December 2, 2024 at 5:00pm in the Rick J. Hermus Council Chambers, 515 W. Kimberly Ave by President Chuck Kuen.

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

Board Excused: Trustee Tom Gaffney

Staff Present: Deputy Clerk Erica Ziegert, Administrator/Public Works Director Danielle Block, Community Development Director Sam Schroeder, Community Enrichment Director Holly Femal, Library Director Holly Selwitschka, Police Chief Meister, Brad Werner of McMahon and Judy Hebbe, a member of the media.

President's Remarks

President Kuen wanted to thank the team for their hard work on making the Christmas at the Pond a success.

Approval of Minutes from the 11-18-2024 Meeting

Trustee Hammen moved, Trustee Trentlage seconded the motion to approve the Village Board minutes from 11-18-2024. Motion carried by unanimous vote of the board.

Unfinished Business

None

New Business

President Kuen requested to move item 7g up on the agenda and there was no objection to his request.

Fire Department Requests to purchase gear:

-Purchase Boots in the amount of \$8,786.00 from Fire Safety USA

Trustee Hruzek moved, Trustee Hammen seconded the motion to approve the purchase of 23 pairs of Lion by Thorogood Knockdown Elites from the vendor Fire Safety USA for the total price of \$8,786.00 plus shipping costs funded by the Fire Department Trust Fund. The motion carried by roll call vote, 6-0.

-Purchase Helmets in the amount of \$7,875.00 from Conway Shield

Trustee Hammen moved, Trustee Trentlage seconded the motion to approve the purchase of 21 Pacific F18 helmets from the vendor Conway Shield for the total price of \$7,875.00 including shipping costs funded by the Fire Department Trust Fund. The motion carried by a roll call vote, 6-0.

-Purchase Turnout gear in the amount of \$71,116.00 from Alex Air Apparatus

Trustee Hruzek moved, Trustee Karner seconded the motion to approve the purchase of 23 sets of Viking turnout gear from vendor Alex Air Apparatus for the total price of \$71,116.00 plus shipping costs, funded by the Fire Department Trust Fund. The motion carried by a roll call vote, 6-0.

Certified Survey Map – Lot Consolidation – Aspire Senior Living Community located at 825 Cobblestone Ln

Trustee Karner moved, Trustee Hammen seconded the motion to approve the Plan Commission recommendation for approval of the proposed Certified Survey Map as presented. Motion carried by unanimous vote of the board.

Certified Survey Map–Lot Consolidation–Crane Engineering Site located at 707 Ford St

Trustee Trentlage moved, Trustee Hammen seconded the motion to approve the Plan Commission recommendation for approval of the proposed Certified Survey Map as presented contingent upon an affidavit of correction removing the 30-foot front yard setback is approved by the Village Board prior to recording. Motion carried by unanimous vote of the board.

Site & Architectural Review – Crane Engineering Building Expansion located at 707 Ford Street

Trustee Trentlage moved, Trustee Karner seconded the motion to approve the Plan Commission recommendation for approval of the site plan and architectural components of the Crane Engineering building expansion, contingent upon the following: 1) a Certified Survey Map combining all four properties is recorded prior to the issuance of permit. 2) the 30-foot front yard setback as noted on the original plat and as documented in the covenants is released or reduced to allow the proposed development as presented. 3) Stormwater management plan shall be reviewed, and a stormwater management agreement is recorded for the property. Motion carried by unanimous vote of the board.

Affidavit of Correction – Kimberly Industrial Park Plat – Removal of the 30 Foot Front Yard Setback

Trustee Karner moved, Trustee Hammen seconded the motion to approve the Plan Commission recommendation for approval of the affidavit of correction removing the 30-foot front yard setback restriction from the Kimberly Industrial Park Plat as presented. Motion carried by unanimous vote of the board.

Site & Architectural Review – Clubhouse remodel for proposed wine bar and social space located at 345 N Main Street

Trustee Karner moved, Trustee Hammen seconded the motion to approve the Plan Commission recommendation for approval of the site plan and architectural components of the redevelopment of the Clubhouse development at 345 N. Main Street as presented, contingent upon the following: 1) Liquor License is approved by the Village Board. 2)

Dumpster/refuse shall be located off Clubhouse Ln and shall be fully screened from off-site view, subject to future consideration. 3) Addl. landscaping subject to staff approval shall be installed along residential property line to the east. 4) Sidewalk along full southern portion of property along Clubhouse Ln shall be installed and meet code w/in 6 months of occupancy of the 1st floor. 5) Any major site modifications including a future wine shack shall require further review. Motion carried by unanimous vote of the board.

Award Contract to Vinton Construction Co. for Kimberly Marcella Street Trail

Trustee Hammen moved, Trustee Trentlage seconded the motion to approve awarding the contract to Vinton Construction Co for the Kimberly Marcella Street Trail. Motion carried by unanimous vote of the board.

Department Reports

The reports from the Chief of Police, Administrator-DPW Director, Community Development Director, Community Enrichment Director, Library Director and Clerk-Treasurer were presented. The reports are on file with the Village Clerk’s Office.

Public Participation

President Kuen asked Chief Meister if FVMPD received any kind of reimbursement from the campaign that visited the LC high school. Chief noted that as if right now, nothing has been reimbursed. President Kuen hoped that with Administrator Block and the Administrator of Little Chute that there could be some push to get something back.

Adjournment

Trustee Hammen moved, Trustee Karner seconded the motion to adjourn. Motion carried by unanimous vote at 5:21pm.

Erica Ziegert
Deputy Clerk

Dated 12/03/24

Approved by Village Board: _____



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Municipal Complex Fence Installation

REPORT PREPARED BY: Danielle Block, Administrator/DPW

REPORT DATE: December 4, 2024

ADMINISTRATOR'S REVIEW / COMMENTS:

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

See additional comments attached _____

EXPLANATION:

There have been several complaints and concerns raised regarding the approach into the parking lot and west entrance of the Village Municipal Complex. These concerns are related to the maintenance and appearance of the perimeter fence. In working with the neighboring property owner, the fence continues to be repaired when prompted. To create a more permanent solution, staff proposes the installation of 85' of 6' high white vinyl privacy fencing at the most northern location of the parking lot. Three quotes were solicited and staff met with fencing companies to discuss the installation. The quotes ranged in price from \$4,393.00 to \$6,190.31.

The neighbor's fence will remain in place, this installation is an enhancement to the Village grounds and security.



RECOMMENDED ACTION: After review, staff recommend awarding the fence contract to Security Fence in the amount of \$4,393.00 funded by the Complex Trust Fund 101-5700-916.

Proposal

Security Fence

& SUPPLY CO., INC.

OFFICE USE ONLY

<input checked="" type="checkbox"/>	N1357 Municipal Dr., P.O. Box 320, Greenville, WI 54942-0320	(920) 757-7240	FAX 757-7245
<input type="checkbox"/>	1508 DuBay Ave., Stevens Point, WI 54482	(715) 344-6340	FAX 344-4254
	Wausau (715) 359-7266	Green Bay (920) 435-9060	Oshkosh (920) 231-1472

DATE: 11/15/24	THIS PROPOSAL EXPIRES IF NOT SIGNED AND RETURNED WITHIN 10 DAYS	
PROPOSAL FOR (NAME): Village of Kimberly	CONTACT: Anna Huber	
STREET: 515 W. Kimberly Ave	JOB LOCATION: Kimberly Public Library	
P.O. BOX:	515 W. Kimberly Ave	
CITY, STATE, ZIP: Kimberly, WI 54136		
TELEPHONE: WORK-	HOME-	
FAX:	MOBILE: 920-284-1383	E-MAIL: ahuber@vokimberlywi.gov

COMMERCIAL SPECIFICATIONS

FURNISH AND INSTALL 85' OF 6' HIGH WHITE TRI-MAX II VINYL PRIVACY FENCE. STRAIGHT LINE, NO GATES NEEDED. THE NEIGHBORS EXISTING FENCE WILL REMAIN IN PLACE.

ALL INTERNALLY FASTENED PVC FENCE SYSTEM.

ALL BOTTOM RAILS HAVE ALUMINUM REINFORCEMENT TO PREVENT SAGGING.

TOTAL = \$ 4,393.00

Note - All Vinyl Fence materials are special order. Restocking fees will apply if an order is cancelled or changed once it is ordered.

****OWNER'S RESPONSIBILITY****

1. LOCATE YOUR PROPERTY LINES
2. SECURE FENCE PERMIT IF NEEDED
3. CHECK LOCAL ORDINANCES
4. LOCATE PRIVATE UNDERGROUND UTILITIES (i.e. pool lines, sprinklers etc.)

Job scheduling process commences AFTER receipt of signed contract or Purchase Order.

This Proposal presented on behalf of SECURITY by:

Mark Marotz

Acceptance of Proposal

The above prices, terms and specifications together with the TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF WHICH THE UNDERSIGNED HAS READ are hereby accepted and agreed.

Please sign and return ONE copy Signature:

Date Signed: 20__ If signed in a representative capacity, complete reverse side information.

TERMS AND CONDITIONS

1. **AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, SECURITY FENCE & SUPPLY COMPANY, INC., HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO SECURITY, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. SECURITY AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**
2. Prior to commencement of work by Security in accord with this Proposal, it shall be the owner's sole responsibility to accomplish the following:
 - a. Obtain all applicable government zoning and building permits.
 - b. Establish and mark property lines and location of fence.
 - c. Locate and mark all underground utilities.
 - d. Determine that the proposed fence complies with all applicable governmental ordinances and any private restrictions or covenants affecting Owner's land.
 - e. Remove obstructions of any nature, which in any manner interfere with the installation of the proposed fence.
3. In submitting this Proposal, Security assumes that there are no underlying rocks or debris on the property. Should any such conditions be encountered, the Owner will be notified and charged in addition to the total price the cost of any necessary labor and materials at current rates for such extra labor and/or materials.
4. The entire cost is payable in full on the date of completion. You agree to pay a DELINQUENCY CHARGE in addition to the total cost if we are not paid in full within ten (10) days of the completion date. The delinquency charge will be calculated at the rate of one and a half percent (1.5%) per month on the unpaid balance of the purchase price. This delinquency charge is equivalent to an annual charge of eighteen percent (18%). The delinquency charge will continue to be assessed each day that there remains an outstanding balance on your account calculated as aforesaid.
5. If this Proposal has been accepted by a married individual Wisconsin resident, this agreement is made in the interest of their marriage and family.
6. If the person signing the Acceptance of this Proposal is doing so in a representative capacity on behalf of a partnership or corporation, such signatory person warrants and certifies as follows:
 - a. The true and correct name of the corporation or partnership is:_____.
 - b. The title of the signer is:_____.
 - c. The signatory person has been authorized by appropriate action of the partnership or corporation to accept this Proposal.
7. Other: (If blank, none assumed).

FOR OFFICE USE ONLY

OBSTRUCTIONS _____

GRADE _____

PROPERTY LINE _____



Proposal

6070 N. RICHMOND ST.
APPLETON, WI 54913
PH. (920) 750-7676
www.valleycustomfence.com

OFFICE USE ONLY

DATE: 11/12/24	THIS PROPOSAL EXPIRES IF NOT SIGNED AND RETURNED WITHIN 30 DAYS		
PROPOSAL FOR (NAME): Kimberly Library - Anna Huber	CONTACT: Craig - Maintenance Man		
STREET: 515 W Kimberly Ave.	JOB LOCATION: (920) 810-5923		
P.O. BOX:			
CITY, STATE, ZIP: Kimberly, WI 54136			
TELEPHONE: WORK-		HOME-	
FAX:	MOBILE: (920) 284-1383	E-MAIL: ahuber@vokimberlywi.gov	
CHAIN LINK SPECIFICATIONS			
Wire.....	End Post.....	Corner Post....	Line Post.....
Top Rail.....	Gate Post.....	Barbed Wire....	Drive Set.....
Tension Wire....	Bottom Rail....	Mid Rail.....	Concrete Set..
OWNER'S RESPONSIBILITY		Job scheduling process commences	50% Down Payment required
1. LOCATE YOUR PROPERTY LINES		AFTER receipt of signed contract or	to get on Job Schedule
2. SECURE FENCE PERMIT IF NEEDED		Purchase Order.	
3. CHECK LOCAL ORDINANCES			
4. LOCATE PRIVATE UNDERGROUND UTILITIES (i.e. pool lines, sprinklers etc.)			
A) Valley Custom Fence will furnish and install 232' of 6' high Merimac white polyvinyl fence. All posts are sleeved over steel posts driven 4' deep.			
Total= \$14,615			
Cash or check discount= \$14,085			
Optional removal and haul away= \$600			
B) Valley Custom Fence will furnish and install 92' of 6' high Merimac white polyvinyl fence. All posts are sleeved over steel posts driven 4' deep.			
Total= \$6,322			
Cash or check discount= \$6,093			
Optional removal and haul away= \$250			
C) Valley Custom Fence will furnish and install 92' of 6' high galvanized chain link with tan slats. All posts are driven 4' deep, 8' on center max.			
Total= \$4,469			
Cash or check discount= \$4,307			
Optional removal and haul away= \$250			
TERMS OF PAYMENT: 1/2 Down Payment, balance upon completion			

This Proposal presented on behalf of VCF by: *Dawn Nelson*

Acceptance of Proposal

The above prices, terms and specifications together with the TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF WHICH THE UNDERSIGNED HAS READ are hereby accepted and agreed.

Please sign and return ONE copy	Signature:
Date Signed 20__	If signed in a representative capacity, complete reverse side information.

TERMS AND CONDITIONS

1. **AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, VALLEY CUSTOM FENCE, LLC. (VCF), HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO VCF, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. VCF AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**

 2. Prior to commencement of work by VCF in accord with this Proposal, it shall be the owner's sole responsibility to accomplish the following:
 - a. Obtain all applicable government zoning and building permits.
 - b. Establish and mark property lines and location of fence.
 - c. Locate and mark all private underground utilities.
 - d. Determine that the proposed fence complies with all applicable governmental ordinances and any private restrictions or covenants affecting Owner's land.
 - e. Remove obstructions of any nature, which in any manner interfere with the installation of the proposed fence.

 3. In submitting this Proposal, VCF assumes that there are no underlying rocks or debris on the property. Should any such conditions be encountered, the Owner will be notified and charged in addition to the total price the cost of any necessary labor and materials at current rates for such extra labor and/or materials.

 4. The entire cost is payable in full on the date of completion. You agree to pay a DELINQUENCY CHARGE in addition to the total cost if we are not paid in full within ten (10) days of the completion date. The delinquency charge will be calculated at the rate of one percent (1%) per month on the unpaid balance of the purchase price. This delinquency charge is equivalent to an annual charge of twelve percent (12%). The delinquency charge will continue to be assessed each day that there remains an outstanding balance on your account calculated as aforesaid.

 5. If this Proposal has been accepted by a married individual Wisconsin resident, this agreement is made in the interest of his marriage and family.

 6. If the person signing the Acceptance of this Proposal is doing so in a representative capacity on behalf of a partnership or corporation, such signatory person warrants and certifies as follows:
 - a. The true and correct name of the corporation or partnership is:_____.
 - b. The title of the signer is:_____.
 - c. The signatory person has been authorized by appropriate action of the partnership or corporation to accept this Proposal.

 7. Other: (If blank, none assumed).
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FOR OFFICE USE ONLY

OBSTRUCTIONS_____

GRADE_____

PROPERTY LINE_____







Mi T Fence LLC
 W3206 Greiner Rd.
 Appleton, WI 54913
 920-731-6645
 MitFence.com
 Info@mitfence.com

PROPOSAL/CONTRACT

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 11/07/2024

Customer Information:

Kimberly Library
 515 W Kimberly Ave
 Kimberly, WI 54136

Job Information:

Customer contact: Anna Huber
 (920) 284-1383 ahuber@vokimberlywi.gov or Craig 920-810-5923

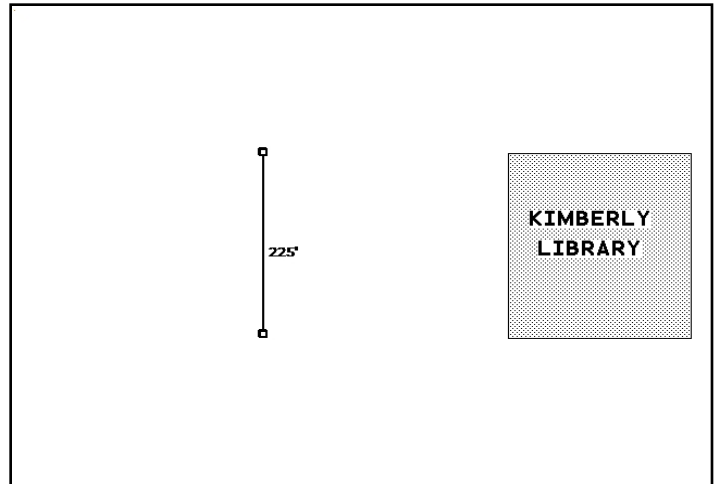
Notes:

Furnish and install 225' of 6' high WHITE MONTAUK PVC Fencing. All posts concreted. \$14,794.04

OPTION for 85' of 6' high Standard (Gray) Chain Link Fencing with Beige Privacy Slats and concreted posts. \$5258.22

Option for 85' of 6' High White Montauk PVC fencing, and concreted posts. \$6190.31

Quote valid for 120 days.



Mi T Fence warrants to the original purchaser that all materials and labor will be free from defects that would affect the structural strength of the fence for a period of (3) years and Mi T Fence has the option to repair or replace any defective materials. An extended warranty period of (10) years on Materials Only is granted to the original purchaser. These products being All Red or White Cedar lumber. Other products will be covered by Manufacturers Limited Warranty. MI T FENCE IS NOT RESPONSIBLE FOR DAMAGE CAUSED BY NEGLIGENCE VANDALISM, WASHOUTS, FROST, NATURAL DISASTERS, ACT OF GOD, OR NATURAL AGING PROCESS OF LUMBER SUCH AS SPLITS AND WEATHER CHECKS UNLESS IT EFFECTS THE STRUCTURAL STRENGTH OF THE FENCE.

Mi T Fence LLC shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. Mi T Fence LLC will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does Mi T Fence LLC assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

MI T FENCE LLC WILL ASSUME THE RESPONSIBILITY FOR HAVING UNDERGROUND UTILITIES LOCATED AND MARKED.

However, Mi T Fence LLC assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing Mi T Fence LLC to dig in the immediate vicinity of known utilities. Customer needs to be aware that some residual dirt and debris may be left

behind after installation. MI T assumes no responsibility for minor debris left behind.

Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced. CANCELLATION OF CONTRACT WILL RESULT IN A 25% PERCENT RESTOCKING FEE ON ANY SPECIAL ORDER MATERIALS.

COMPLETED FENCE PAYMENT SHALL BE MADE UPON COMPLETION UNLESS PREVIOUS PAYMENT ARRANGEMENTS WERE MADE PRIOR TO AND IN ADVANCE.

A FINANCE CHARGE of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of Mi T Fence LLC until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

CUSTOMER AGREES TO FENCE PLACEMENT:

Signature: _____

Contract Amount: \$ 14794.04

Down Payment: \$ 7395.00

Balance Due on Completion \$ 7399.04

Approved & Accepted for Customer:

 Customer Date

Accepted for Mi T Fence LLC:

 Mike Talbot Date



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Contracted Winter Tree Removal
REPORT PREPARED BY: Danielle Block, Administrator/DPW
REPORT DATE: December 4, 2024
ADMINISTRATOR'S REVIEW / COMMENTS: <p>No additional comments to this report _____ DLB</p> <p>See additional comments attached _____</p>
EXPLANATION: <p>As a follow up to the removal efforts of dead and dying ash trees in 2023 and 2024, staff have identified several remaining infected and hazardous dead ash trees within the public right of way. These trees pose hazards to the public and challenges to remove them in-house.</p> <p>Quotes were solicited from three qualified contractors. The quotes for the full scope of work range in price from \$2,500.00 to \$9,200.00.</p> <p>Lowney's (formerly Jason's Tree Removal) \$2,500.00 Tree B Gone \$6,800.00 Gabe's \$9,200.00</p> <p>The contractor will remove the tree and cut the stump flush. Village DPW staff will stump grind and restore in the Spring.</p> <p>Staff will continue to survey and identify any remaining infested or dead ash trees remaining in the public right of way and/or parks system. A full tree inventory will be completed in 2024.</p>
RECOMMENDED ACTION: After review, staff recommend awarding the tree removal contract to Lowney's in the amount of \$2,500.00 funded by the General Fund Tree & Brush Control Expense 101-5364-200.



Lowney's Tree Service a division of Lowney's Landscaping Center, Inc.

N3310 WI-47 | Appleton, WI 54913

920-740-9790 | Trees@lowneyslandscaping.com | www.lowneyslandscaping.com

RECIPIENT:

Village of Kimberly
515 West Kimberly Avenue
Kimberly, Wisconsin 54136

Estimate #16005	
Sent on	12/04/2024
Total	\$2,500.00

Product/Service	Description	Qty.	Unit Price	Total
Lift Tree Removal	<p>Remove the infested and dead ash trees at the following addresses:</p> <ul style="list-style-type: none"> • Corner of Railroad St. and Second St. • 426 W. Third St. (On Railroad St.) • 308 W. Kimberly Ave (On John St.) • 121 E. Third St. (On Elm St.) • 804 E. First St. (On Lincoln St.) • 421 E. First St. • 1419 W Third st. <p>Chip all brush, remove logs, cut the stumps flush.</p> <p>Jason's Trees will contact utilities to clear the wires.</p>	1	\$2,500.00	\$2,500.00

This quote is valid for the next 30 days, after which values may be subject to change.

Subtotal	\$2,500.00
Tax exempt (0.0%)	\$0.00
Total	\$2,500.00



Estimate
#0001258

From: Tree-B-Gone
1236 E Marquette St,
Appleton, WI, 54911

Bill To: Village of Kimberly
Kimberly, WI, USA
ahuber@vokimberlywi.gov

920-280-2066

Proudly Serving Green Bay,
Appleton, Shawano, Crivitz, and
Oconto

Amount:
\$6,800.00

Date of Issue:
11/21/2024

Expiration Date:
12/21/2024

Item	Rate (excl. tax)	Quantity	Total
* Tree Removal-No Stump (Includes brush and log removal) 9 terrace trees Address are in the email	\$6,800.00	1	\$6,800.00
Subtotal			\$6,800.00
Total			\$6,800.00

- Attached Documents:**
[20241121_095247.jpg](#)
[20241121_094944.jpg](#)
[20241121_095951.jpg](#)
[20241121_101725.jpg](#)
[20241121_100612.jpg](#)
[20241121_094722.jpg](#)
[20241121_095241.jpg](#)
[20241121_095628.jpg](#)
[20241121_100206.jpg](#)
[20241121_101055.jpg](#)

Terms & Conditions:

During the estimate, Customer must inform us about (then clearly mark or protect) "private lines" such as an electrical line running to a shed, electric dog fence, sprinkler system, concrete curbing, etc.

We strive to keep our prices low, any alteration or deviation from specifications of project may affect price (changes should be in writing for transparency). If not accepted within 30 days, a new estimate may need to be issued.

****NO ONE, especially children or pets, allowed in the work area. This is for everyone's safety.****

Tree-B-Gone will perform work ASAP (unless otherwise noted within 90 days of acceptance) and in a skillful manner according to standard industry practices. Lawn damage will occur. Tree work is an invasive process that we try to minimize; we are not liable for damage to nearby trees, bushes, lawns, nor damage to ingress and egress routes. (Please remove or protect decorations or plants in or near worksite. Please try to clean the Work Site prior to our arrival, especially if you have a pet.)

1. Applicability & Entire Agreement: Each of the parties hereto agree and represent that these terms and conditions (these "Terms") are the only terms which govern the project. The Estimate and these Terms (collectively, the "Agreement") comprises the full and entire agreement between the Customer and Tree-B-Gone and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of the Customer's general terms and conditions. This Agreement expressly limits Customer's acceptance to the terms of this Agreement and that no other agreement or understanding of any nature concerning the same exists. This Agreement may not be modified unless done so by written agreement.

2. Performance of Services: Tree-B-Gone shall provide services to Customer as described in this Agreement. Tree-B-Gone shall use reasonable efforts to meet any performance dates specified in the Estimate, and any such dates shall be estimates only: If fence removal is needed, Customer chooses not to hire a fence company, and requests Tree-B-Gone aid; Tree-B-Gone is NOT responsible for the fence nor is it guaranteed. Fence is not part of this agreement, nor is it part of the fee agreed upon to do the tree work. Damage is inevitable; damage is possible and reasonable to lawns, concrete, trees, shrubs, decorations, wires, fences, etc. Tree-B-Gone is not responsible for damage. Stump Grinding down 4 to 6" below grade unless wires or other hazards including but not limited to gravel, rocks, or unsafe terrain (Tree-B-Gone will use common sense when choosing depth).

3. Customer's Obligations: Customer shall: (a) cooperate with Tree-B-Gone in all matters relating to the Project and provide such access to Customer's premises and other facilities, as Tree-B-Gone may reasonably request for the performance of its work pursuant to the Project; (b) respond promptly to any request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Tree-B-Gone to perform its work in accordance with the requirements of this Agreement; and (c) remove any personal property, including, without limitation, vehicles, furniture, yard ornaments, and plants from Customer's premises in advance. (d) If applicable, permission to use neighbor's property is the customer's responsibility to obtain.

4. Customer's Acts or Omissions: In the event any act or omission of Customer or its agents,

subcontractors, consultants or employees prevents Tree-B-Gone from performance of its obligations under this Agreement, Tree-B-Gone shall not be in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Price: All prices are subject to sales tax. Unless done on a time and materials basis, the price for Tree-B-Gone's work performed on the Project is the price stated on the Estimate from Tree-B-Gone. If time and materials are dictated in the estimate, then the price for each laborer or piece of equipment will be disclosed above in the estimate. Work performed on a time and materials basis includes all labor and materials supplied or hired by Tree-B-Gone for performance of the Project, including, without limitation, travel to and from the work site, time spent performing work on the Project, time spent cleaning and organizing after work on the Project is completed, and debris hauling plus collection efforts.

Any additional work or equipment required by Tree-B-Gone to complete the Project caused by: (a) Customer's failure to make a condition known; (b) previously unknown circumstances; or (c) any other condition not apparent in estimating the Project cost, shall be paid for by the Customer on a time and materials basis after Customer verbally or in writing.

6. Payment Terms: Unless otherwise noted in the Agreement, payment is due upon completion. Deposits are non-refundable. In the event Tree-B-Gone does not receive payment within five (5) days after becoming due, Tree-B-Gone may (a) charge interest on any such unpaid amounts at a rate of one percent (1.0%) per month, or the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and (b) suspend any further performance until Customer pays in full. (c) If any payment obligation under this Agreement is not paid when due, Customer shall pay all costs of collection, including Tree-B-Gone's Administrative/Office Labor (\$225 per hour with one-hour minimums), reasonable attorneys' fees and any incurred expert witness costs, regardless of outcome and regardless of whether or not a lawsuit is commenced as part of the collection process.

7. Limitation of Liability: IN NO EVENT SHALL TREE-B-GONE BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT TREE-B-GONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Indemnity and Hold Harmless Agreement: Customer agrees to indemnify and hold harmless Tree-B-Gone and its agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees, for bodily injury, illness, or death, or for property damage, including loss of use, which are caused in whole or in part by the negligence, act or omission of the Customer, or that of anyone employed by them for whose acts Customer may be liable.

9. Changes in Work: Tree-B-Gone specifically reserves the right to refuse to honor any Change Requests. However, if Tree-B-Gone completes any changes in work based upon the verbal instruction of Customer, Customer will unconditionally pay and accept the cost of such materials and labor associated with the Change Request. Tree B Gone preserves its right to collect all sums due and

owing for that work regardless of whether or not the Change Request was in writing. All Change Requests shall also include reasonable conforming changes in the price and the likely time required to implement the change.

10. Customer's Representations and Warranties: Customer warrants that: (a) Customer is the owner of all property where the specified work on the Project is to be performed; (b) Customer has the necessary rights and authority to enter into and perform under this Agreement; and (c) all trees listed as part of the Project are located on Customer's property, and, if not, that the Customer has received full permission from the true property owner to allow Tree-B-Gone to perform the work specified as part of the Project.

11. Force Majeure: Tree-B-Gone shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control.

12. Governing Law: This Agreement shall be governed and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin in each case located in the City of Green Bay and County of Brown, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13. Binding Effect: This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors or assigns.

14. Severability: If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in effect

15. Through the act of Issuing this Estimate, Tree-B-Gone through Jason Nelson at 920-309-2032 and 1236 E Marquette St, Appleton, WI 54911, signs, accepts, and will execute this agreement.

Wisconsin Construction Lien Notice: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT (TREE-B-GONE) HEREBY NOTIFIES OWNER (CUSTOMER) THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Starting/Ending Time:

Tree-B-Gone believes the Wisconsin Department of Agriculture requires that Contractors give an exact start date and exact end date so that projects don't run indefinitely. For Emergency/Immediate Deployment Projects we typically start and finish the same day and ASAP but typically within 48 hours of customer's signature. For regularly scheduled projects, we typically start and finish the same day or the day after starting and plan to finish within 90 days of customer's signature. To be compliant with the DATCP the exact start date will be June 1, 2030 and the exact finish date will be June 2nd 2030. Again this "exact date" is only to be compliant with DATCP requirements. Tree-B-Gone fully intends to complete all projects ASAP: emergency projects typically within 48 hours and regularly scheduled projects typically within 90 days.

CUSTOMER'S RIGHT TO CANCEL

If (a) Tree-B-Gone initiated this transaction by face-to-face solicitation away from its regular place of business or by mail or telephone solicitation directed to the particular customer; and (b) is a cash transaction exceeding \$25; and (c) life or property are not in danger, then: You may cancel this agreement by mailing a written notice to Tree-B-Gone LLC, 1236 E. Marquette Street, Appleton, WI 54911 before midnight of the third business day after you signed this agreement. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address.

INSURANCE

Tree-B-Gone carries general liability insurance, automobile insurance, and Workman's compensation insurance through Pekin Insurance and Wisconsin Compensation Rating Bureau in the following amounts:

Commercial General Liability

Each occurrence	\$1,000,000
Damage to Rented Premises	\$100,000
Med Exp	\$5,000
Personal & Adv Injury	\$1,000,000
Products-Comp/OP AGG	Included

Automobile Liability

Combined Single Limit	\$1,000,000
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Workman's Compensation Insurance

EL Accident	\$100,000
EL Disease-EA Employee	\$100,000
EL Disease-Policy limit	\$ 500,000

If you wish to confirm Tree-B-Gone has current insurances, please call Wagner-Casper Insurance at 715-735-9506, email mike@wagnercasper.com, or mail 2017 Marinette Ave, Marinette, WI 54143

Thank you for the opportunity to serve you!!!!!!!!!!

Notice of Consumer's Right to Receive Lien Waivers

If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors.

For more information about home improvement law, contact the Wisconsin Consumer Protection Bureau at 1-800-422-7128 or www.datcp.wi.gov.

Accepted on: _____

Accepted by: _____

Signature: _____

ESTIMATE

Gabe's Top It or Drop It Tree Service

1018 Roberts Rd
Wild Rose, WI 54984-6301

gabe@gabestreeservice.com
+1 (920) 252-2024



Gabe's
Top It Or Drop It
Tree Service LLC

920-252-2204

Bill to
Village Of Kimberly

Estimate details

Estimate no.: 24-2040
Estimate date: 11/27/2024

Description	Amount
We will remove the trees at the following addresses: Corner of Railroad St. and Second St. 426 W. Third St. (On Railroad St.) 308 W. Kimberly Ave (On John St.) 121 E. Third St. (On Elm St.) 315 S. Birch St. 415 S. Birch St. 804 E. First St. (On Lincoln St.) 421 E. First St. 1419 W. Third St Cleaned up and cut stumps low	\$9,200.00
Debris cleaned up- yes Stumps ground- no Grindings cleaned up- no	
Total	\$9,200.00

Note to customer

Please read the Expectations-FAQs packet attached.
Signature is required before work begins.
Signature indicates that you have read and understand the packet attached, have checked that the work described above is correct, and you agree to pay the price as written above for the work described.

Customer Signature

The company shall not be held liable for incorrect information.

Accepted date

Accepted by



Village of Kimberly Request for Village Board Recommendation

ITEM DESCRIPTION: Ordinance No. 5, Series 2024 Amending Chapter 270 of the Village of Kimberly Municipal Code Related to Fires and Fire Prevention Code
REPORT PREPARED BY: Sam Schroeder, Community Development Director
REPORT DATE: December 9, 2024
<p>EXPLANATION: Desirous to become fully delegated for Commercial Plan Review and Inspections, the Village of Kimberly must ensure that the current local ordinances are in compliance with Wisconsin State Statutes. Upon applying for delegation, these ordinances will be submitted and reviewed by the Wisconsin Department of Safety and Professional Services (DSPS).</p> <p>The attached ordinance identifies two updates:</p> <ul style="list-style-type: none">- Clarification that burn permits require the approval by the Fire Chief and are issued by the Village as a whole- Update and adopt the correct references to the Wisconsin Commercial Building Codes <p>Attached to this staff report includes:</p> <ol style="list-style-type: none">1. Ordinance No. 5, Series 2024 Amending Chapter 270 of the Village of Kimberly Municipal Code Related to Fires and Fire Prevention Code
RECOMMENDED ACTION: Staff recommends the Village Board approve Ordinance No. 5, Series 2024 Amending Chapter 270 of the Village of Kimberly Municipal Code Related to Fires and Fire Prevention Code

**VILLAGE OF KIMBERLY
OUTAGAMIE COUNTY, WISCONSIN
ORDINANCE NUMBER 5, SERIES OF 2024**

**AN ORDINANCE AMENDING CHAPTER 270, FIRES AND FIRE PREVENTION CODE,
OF THE VILLAGE OF KIMBERLY MUNICIPAL CODE**

BE IT ORDAINED by the Village Board of Trustees, Village of Kimberly, Outagamie County, Wisconsin as follows:

Section 1. Section 270-8I, Burning permits, Chapter 270, is hereby amended to read as follows:

- I. Burning permits. No person shall start or maintain any open burning without a burning permit issued by the Village of Kimberly ~~and approved by the Volunteer~~ Fire Department Chief.
 - (1) An outdoor campfire does not require a permit, provided that the fire complies with all other applicable provisions of this section.
 - (2) When weather conditions warrant, the Fire Chief or the Department of Natural Resources may declare a burning moratorium on all open burning and temporarily suspend previously issued burning permits for open burning.
 - (3) A burning permit issued under this section shall require compliance with all applicable provisions of this section and any additional special restrictions deemed necessary to protect public health and safety.
 - (4) Any violation of the conditions of a burning permit shall be deemed a violation of this section. Any violation of this section or the burning permit shall void the permit.

Section 2. Section 270-9, Adoption of fire prevention codes, Chapter 270, is hereby amended to read as follows:

- A. State codes. The following orders, rules and regulations of the Department of Safety and Professional Services, all of which are set forth in the Wisconsin Administrative Code, as from time to amended, are incorporated herein by reference and adopted as part of this chapter:
 - (1) Chapter ~~Comm 7~~ SPS 307, Explosives and Fireworks.
 - (2) Chapter ~~Comm 10~~ SPS 310, Flammable, Combustible and Hazardous Liquids.
 - (3) Chapter ~~Comm 14~~ SPS 314, Fire Prevention.
 - (4) Chapter ~~Comm 32~~ SPS 332, Public Employee Safety and Health.
 - (5) Chapter ~~Comm 40~~ SPS 340, Gas Systems.
 - (6) Chapter ~~Comm 43~~ SPS 343, Anhydrous Ammonia.

- (7) Chapters ~~Comm 61 to 65~~ SPS 361 to 366, Commercial Building Code.
- (8) Wisconsin Electrical Code.
- B. The NFPA Uniform Fire Code Handbook is hereby adopted by reference and made a part of the Village of Kimberly Fire Prevention Code.
- C. Conflicting provisions. Whenever any of the provisions of the fire prevention codes enumerated in Subsections A and B conflict, the strictest provision shall apply.
- D. Violations. Any violation of any provision of the fire prevention codes enumerated herein shall be a violation of this Code.

Section 3. Severability. The provisions of this Ordinance are declared to be severable, and if any provision of this ordinance is held to be invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any remaining provision or applications of this ordinances.

Section 4. Effective Date. This Ordinance shall take effect upon passage and publication as provided by law.

Date introduced, approved and adopted: December 9, 2024.

VILLAGE OF KIMBERLY

Charles A. Kuen, Village President

Jennifer Weyenberg, Village Clerk



Village of Kimberly Request for Village Board Recommendation

ITEM DESCRIPTION: Ordinance No. 6, Series 2024 Amending Chapter 207 of the Village of Kimberly Municipal Code Building Construction Codes
REPORT PREPARED BY: Sam Schroeder, Community Development Director
REPORT DATE: December 9, 2024
<p>EXPLANATION: Desirous to become fully delegated for Commercial Plan Review and Inspections, the Village of Kimberly must ensure that the current local ordinances are in compliance with Wisconsin State Statutes. Upon applying for delegation, these ordinances will be submitted and reviewed by the Wisconsin Department of Safety and Professional Services (DSPS).</p> <p>The attached ordinance identifies several updates:</p> <ul style="list-style-type: none">- Updates and adopt the correct references to the Wisconsin Commercial Building Codes throughout the ordinance- Creates ordinance language establishing ability to become an appointed agent for plan review- Clarifies the inspections that are needed and timing- Removes areas that are in conflict or could be in disagreement with the Wisconsin building codes including occupancy loads and requirements to install gas-fired heating equipment and piping. These areas are still referenced and implemented through the Wisconsin building codes. <p>Attached to this staff report includes:</p> <ol style="list-style-type: none">1. Ordinance No. 6, Series 2024 Amending Chapter 207 of the Village of Kimberly Municipal Code Building Construction Codes
RECOMMENDED ACTION: Staff recommends the Village Board approve Ordinance No. 6, Series 2024 Amending Chapter 207 of the Village of Kimberly Municipal Code Building Construction Codes

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

**AN ORDINANCE AMENDING CHAPTER 207, BUILDING CONSTRUCTION,
OF THE VILLAGE OF KIMBERLY MUNICIPAL CODE**

BE IT ORDAINED by the Village Board of Trustees, Village of Kimberly, Outagamie County, Wisconsin as follows:

Section 1. Section 207-2F, Building permits and inspection, ARTICLE I, Chapter 207 of Municipal Code, is hereby amended to replace “Comm 20.09(4)” with “SPS 320.09(4)” AND replace “Comm 61.06” with “SPS 361.06”.

Section 2. Section 207-2F, Building permits and inspection, ARTICLE I, Chapter 207 of Municipal Code, is hereby amended to add the following:

- (1) For the construction of commercial buildings requiring plan approval per SPS 361 or SPS 382, The municipality has adopted the Appointed Agent Municipality Status as described in SPS 361.60 and SPS 382 of the Wisconsin Administrative Code.
 - a) **Responsibilities.** The Village shall assume the following responsibilities for the Department of Safety and Professional Services (Department):
 1. Provide inspection of commercial buildings with certified commercial building inspectors.
 2. Provide plan examination of commercial buildings with certified commercial building inspectors.
 - b) **Plan Examination.** Drawings, specifications and calculations for all the types of buildings and structures, except state-owned buildings and structures and other structures exempted in SPS 361.03(3) & SPS 382, to be constructed within the limits of the municipality shall be submitted, if the plans are for any of the following:
 1. A new building or structure.
 2. An addition to a building, structure, or building system such as fire alarm, sprinkler, plumbing, or HVAC system.
 3. An alteration of a building space, element, or structure. Including alteration of an existing fire alarm system, fire sprinkler system, plumbing system, HVAC system or replacement of equipment or fixtures within those systems.
 4. A certified or delegated municipality may waive its jurisdiction for the plan review of a specific project or types of projects, or components thereof, in which case plans and specifications shall be submitted to the Department for review and approval.
 5. The department may waive its jurisdiction for the plan review of a specific project, where agreed to by a certified municipality, in which case plans and specifications shall be submitted to the certified municipality for review and approval.

- c) **Plan Submission Procedures.** All commercial buildings, structures and alterations, including new buildings and additions require plan submission as follows:
1. Building permit application
 2. Application for review – State of Wisconsin forms as applicable based on trade submitted or Municipal Equivalent.
 - a. Fees per municipal fee schedule
 - b. Fees apply to all commercial projects
 - c. 1 complete electronic set of signed and sealed per SPS 361.31 or SPS 382 as appropriate
 - a. (1) set of specifications
 - b. Component and system plans
 - c. Calculations showing code compliance

Section 3. Section 207-21, Inspection of work, ARTICLE I, Chapter 207 of Municipal Code, is hereby amended to read as follows:

- I. Inspection of work. The owner or his/her agent shall have all lot corners and bends visibly staked prior to requesting an inspection. The builder shall provide a 48-hour notice to notify the Building Inspector for all inspection requests, and the Building Inspector shall inspect all buildings upon the completion of the foundation forms or before the foundation is laid and again when ready for lath and plaster or before paneling is applied. Approved method of inspection requests includes phone, voicemail, email and text message with a confirmation response. When applicable the following inspections are required: footings, foundations, underfloor plumbing (with air test), vapor barrier, insulation, all roughs (plumbing and in floor heat with air test), electrical service, and final. After completion, he/she shall make a final inspection of all new buildings, alterations and existing buildings put to new uses. If he/she finds that the work conforms to the provisions of this article, he/ she shall issue a certificate of compliance which shall contain the date and outline of the result of such inspection and a statement of the use contemplated, a duplicate of which shall be filed by location in the office of the Building Inspector. The issuance of a certificate of compliance shall not authorize a use of the building different from that stated therein unless the building is adaptable to such use under the provisions of this article.

Section 4. Section 207-3A, State code adopted, ARTICLE I, Chapter 207 of Municipal Code, is hereby amended to replace “Comm 20 through 25” with “SPS 320 through 325”.

Section 5. Definition **UNIFORM DWELLING CODE**, under Section 207-3C, Definitions, ARTICLE I, Chapter 207 of Municipal Code, is hereby amended to read as follows:

UNIFORM DWELLING CODE

Those provisions and any future amendments, revisions or modifications thereto, contained in the following chapters of the Wisconsin Administrative Code:

- (1) Chapter ~~Comm 20~~ SPS 320, Administrative and Enforcement.
- (2) Chapter ~~Comm 24~~ SPS 321, Construction Standards.
- (3) Chapter ~~Comm 22~~ SPS 322, Energy Conservation.

- (4) Chapter ~~Comm-23~~ SPS 323, Heating, Ventilating and Air Conditioning.
- (5) Chapter ~~Comm-24~~ SPS 324, Electrical Standards.
- (6) Chapter ~~Comm-25~~ SPS 325, Plumbing.
- (7) Chapter SPS 327 Camping Units

Section 6. Section 207-3D(1), Certified inspector to enforce, ARTICLE I, Chapter 207 of Municipal Code, is hereby amended to replace “Comm 5” with “SPS 305”.

Section 7. Section 207-4A, Portions of State Building Code adopted, ARTICLE I, Chapter 207 of Municipal Code, is hereby amended to read as follows:

- A. Portions of State Building Code adopted. Chapters ~~Comm-61 through-65~~ SPS 361 through 366, Wis. Adm. Code (Wisconsin Commercial Building Code) are hereby adopted and made a part of this article with respect to those classes of buildings to which this article specifically applies. Any future amendments, revisions and modifications of said Chs. ~~Comm-61 to-65~~ SPS 361 to 366, Wis. Adm. Code, incorporated herein are intended to be made a part of this article. A copy of said Chapters ~~Comm-61 to-65~~ SPS 361 to 366, and amendments thereto, shall be kept on file in the office of the Building Inspector.

Section 8. Section 207-6C(11), Approval required, ARTICLE I, Chapter 207 of Municipal Code, is hereby amended to replace “Comm 61” with “SPS 361”.

Section 9. Section 207-11D(2), Installation and design standards, ARTICLE I, Chapter 207 of Municipal Code, is hereby amended to replace “Comm 21” with “SPS 321”.

Section 10. Section 207-15B(1), Noncompliance, ARTICLE I, Chapter 207 of Municipal Code, is hereby amended to replace “Comm 20.21” with “SPS 320.21”.

Section 11. Section 207-16, Capacity of building, ARTICLE II, Chapter 207 of Municipal Code, is hereby amended to read as follows:

- A. In calculating the aggregate width of exits, the capacity of buildings shall be established as follows: in accordance with the State of Wisconsin Commercial Building Code as adopted by SPS 361-366.
 - ~~(1) Stores, first floor and basement: 30 square feet per person.~~
 - ~~(2) Stores, second floor and above: 60 square feet per person.~~
 - ~~(3) Dining rooms, cafes, taverns, etc.: 10 square feet per person.~~
 - ~~(4) Places of seated assemblage: seven square feet per person.~~
 - ~~(5) Warehouses: 300 square feet per person.~~
 - ~~(6) Factories and offices: 75 square feet per person.~~
- ~~B. The above figures are based on the net area of each occupied space.~~

Section 12. Section 207-18, Capacity, ARTICLE II, Chapter 207 of Municipal Code, is hereby amended to read as follows:

- A. The following table includes various types of occupancy within the scope of this article, together with the method to be used in determining the capacity.

- B. No greater number of persons than the number thus established shall be permitted in any theater or assembly hall.

Use or Occupancy	Basis of Capacity (square feet per person)
Arenas and field houses	4 (use seated areas only)
Assembly halls, with stage	7
Banquet halls	40
Churches (auditoriums)	7
Churches (dining rooms)	40
Dance halls	40
Dining rooms	40
Gymnasiums	6 (for seated space) 15 (for unseated space)
Lecture halls	7
Lodge halls	6 (for seated space) 15 (for unseated space)
Skating rinks	15
Theaters	7
Theater lobbies	7

~~C. The capacity of theaters and theater lobbies must be combined to determine the theater capacity.~~

C. Every theater or assembly hall having movable seats shall display a sign stating the maximum number of persons permitted by code.

- (1) The sign shall be placed in a conspicuous place at the main entrance to each theater or assembly hall.
- (2) The sign shall have the following wording: "Limit (number) Persons." The maximum number of persons shall be determined by the capacity as permitted by Subsection B above. The lettering shall be white on a dark background. The letters shall be not less than 1 1/2 inches in height and the number shall be not less than three inches in height.

Section 13. Section 207-21A, Adopted by reference, ARTICLE III, Chapter 207 of Municipal Code, is hereby amended to replace "~~Comm 81, 82, and 84~~" with "~~SPS 381, 382, and 384~~".

Section 14. Section 207-31A, Adopted by reference, ARTICLE III, Chapter 207 of Municipal Code, is hereby amended to replace "~~Comm 23 and 64~~" with "~~SPS 323 and 364~~".

Section 15. Section 207-35, Minimum requirements for installation of gas-fired heating equipment and piping, ARTICLE IV, Chapter 207 of Municipal Code, is hereby deleted in its entirety.

Section 16. Severability. The provisions of this Ordinance are declared to be severable, and if any provision of this ordinance is held to be invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any remaining provision or applications of this ordinances.

Section 17. Effective Date. This Ordinance shall take effect upon passage and publication as provided by law.

Date introduced, approved and adopted: December 9, 2024.

VILLAGE OF KIMBERLY

Charles A. Kuen, Village President

Jennifer Weyenberg, Village Clerk



Village of Kimberly Request for Village Board Recommendation

ITEM DESCRIPTION: Professional Service Agreement by and between the Village of Kimberly and EPLEX, LLC (DBA E-Plan Exam) for Commercial Plan Review

REPORT PREPARED BY: Sam Schroeder, Community Development Director

REPORT DATE: December 9, 2024

EXPLANATION: In the summer of 2024, the Village of Kimberly executed a new contract for building inspection services with MSA Professional Services (MSA). MSA provides a full array of building inspection services including both residential and commercial across all trades (building, HVAC, electrical, and plumbing).

With this service being fully supported, the Village is desirous to become fully delegated for Commercial Plan Review and Commercial Inspections. In essence, the Village would become the Authority Having Jurisdiction (AHJ) for plan review and inspections absent of but in compliance with the Wisconsin Department of Safety and Professional Services (DSPS) rules and regulations.

While the Village could become delegated for only inspections, we are also proposing to contract with a third-party plan review company, EPLEX LLC doing business as E-Plan Exam (EPlan). At this time the Village does not have the internal capacity to do internal plan review. With that, every commercial project is required to be submitted to the State of Wisconsin for review. At this time, initial reviews can take up to 6 to 8 weeks. EPlan offers a unique opportunity to provide a better service to our constituents by providing increased response rate guaranteeing 15 business days from the date of complete submittal, local consultation for builders and designers, consultation and recommendation to our municipal ordinances and outdated codes, a small revenue source for the Village, and assistance in the necessary paperwork and reporting to the State on our behalf.

Several items would need to take place to become delegated which includes updating ordinances to have the correct code references, confirm licensed and accredited inspectors, confirm capacity for plan review, and file an application with the State. Should the ordinances not be updated or the Wisconsin DSPS not accept our application for delegation, the agreement would be null and void.

Attached to this staff report includes:

1. Draft Professional Service Agreement by and between the Village of Kimberly and EPLEX LLC DBA E-Plan Exam
2. DSPS Overview of Plan Review Delegated Authority
3. DSPS Overview of Inspection Delegated Authority

RECOMMENDED ACTION: Staff recommends the Professional Service Agreement by and between the Village of Kimberly and EPLEX LLC DBA E-Plan Exam for the Commercial Plan Review

PROFESSIONAL SERVICE AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by and between the Village of Kimberly (“Village”) and EPLEX, LLC (DBA as E-Plan Exam) (“Consultant”). The Village and the Consultant shall be jointly referred to as the “Parties”.

RECITALS

WHEREAS the Village is seeking the Consultant to perform services listed in the attached Exhibit A (E-Plan Exam Proposal for Services – Commercial Plan Review (“Proposal”), which services are more particularly described in the attached Exhibit A (Plan Review Services and Fee Schedule) collectively referred to herein as the “Services”;

WHEREAS the Consultant’s proposal attached hereto (Exhibit A) reflects the Agreement of the parties except where it conflicts with this Agreement, in which case this Agreement shall prevail; NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will provide the Services to the Village using qualified professionals licensed in the State of Wisconsin to perform work outlined both in this Agreement and Exhibit A. The Consultant may provide additional services if such services are requested in writing by the Designated Representative of the Village. The Village may make or approve changes within the general Scope of Services in this Agreement. If such changes affect Consultant’s cost of time or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

Consultant will perform Plan Examination services in accordance with the Adopted Building Codes that are enforced by the State of Wisconsin as well as the Authority Having Jurisdiction’s municipal building codes in accordance with Services.

Consultant will perform work at a level of competency in accordance with industry standards, applicable in the State and Municipality for which the Services are proposed.

It shall be up to the sole discretion of the Village as the Authority Having Jurisdiction as to what will be required for the ability to have any building project commence. This includes any potential additional documentation, approvals, permits, bonds, compliance with local zoning, historical review, architectural review board requirements, and/or other requirements not herein specified but otherwise required by the Village as the Authority Having Jurisdiction.

Due to the nature of the delegated agent/appointed agent program as set forth by the State of Wisconsin Department of Safety and Professional Services, any plan review exceeding the size thresholds for a “Certified Municipality” for Building and HVAC reviews, as well as any and all other types of reviews that rely upon the licensure of Consultant (i.e. Fire Alarm, Fire Sprinkler, Plumbing, etc.), shall be reviewed by Consultant. Village retains the right, should they desire, to perform plan review services of essential drawings, calculations, and specifications for buildings that the Village would have been able to examine without the existence of this Agreement.

Due to the nature of the delegated agent/appointed agent program as set forth by the State of Wisconsin Department of Safety and Professional Services, Village may at any point in time

request that the State of Wisconsin perform any plan review in lieu of Consultant. Village is not bound to accept Consultants approval or disapproval of plans and at its sole discretion may seek another entity, such as the State of Wisconsin Department of Safety and Professional Services, to perform such services. In any event, Consultant shall be entitled to full payment for plan review services for all plans Consultant reviewed, regardless of whether the Village accepts the review performed or not.

Consultant is not obligated to perform services beyond what is required by this Agreement.

2. TIMELINE FOR EXECUTION OF SERVICES

Proposed services as part of this Agreement and outlined in Exhibit A, shall be commenced and work completed within the time limits as agreed upon between the parties at the time and date of this fully executed Agreement.

3. CHANGES TO SCOPE OF SERVICES

Any Changes to Services that are mutually agreed upon between the Village and Consultant shall be made in writing, which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to this Agreement.

4. FEE STRUCTURE

In consideration of the Consultant providing services, the Village shall pay the Consultant for the services performed in accordance with the List of Plan Review Services and Fee Schedules identified in Exhibit A.

5. ADMINISTRATIVE AND LOGISTICS INCIDENTAL CHARGES

While review of paper plans as well as shipping and handling of paper plans shall be acceptable, it is the underlying goal of this Agreement to ensure, to the maximum extent possible, the best possible service delivery for code reviews to constituents of the Village of Kimberly. To accommodate this, the following methods shall be utilized:

1. Electronic Submission of Documents

- a. The Village shall allow and encourage for the submission, wherever possible, of electronic documents to be submitted via pdf format and to work with Consultant on method acceptable for allowing such submissions. At the time of fully executed contract, Village shall work with Consultant to determine the best method that allows for electronic submission of documents.
- b. Electronic submission of documents shall be the preferred method to be utilized wherever and whenever possible.

2. Paper Submission of documents

- a. Consultant shall be responsible for any and all direct charges and expenses associated with shipping and handling of documents to Village via a designated courier and/or approved logistics vendor. Consultant shall not be responsible for charges from Village to Consultant.
- b. Any indirect charges associated with labor, material, or other costs incurred by Village for delivery of documents to approved third party courier to ship materials to Consultant shall be the responsibility of the Village.

3. Alternate Means and Methods

- a. Nothing shall prevent the Village and Consultant from making alternate arrangements aside from the methods outlined above for delivery of submission to the appropriate parties.

6. INVOICE & PAYMENT STRUCTURE

Fees outlined in Exhibit A are to be collected by Consultant. Consultant shall remit the fees appropriately owed to Village on a monthly basis, and provide all supporting documentation, using a format referenced as an "Invoice," and render payment as appropriate. Village may request additional information before approving the invoice. When additional information is requested, the Village will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, the appropriate party will submit payment to the other party within thirty (30) days of resolution of the inquire/dispute.

7. TERM

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties ("Effective Date"). The Initial term of this Agreement shall commence on the Effective Date and be twelve (12) months. If neither party objects in writing at the conclusion of this term, this Agreement shall remain in full effect until amended by both parties or the agreement is Terminated as outlined in this Agreement.

8. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon sixty (60) days written notice, with or without cause at any time, including during the initial Term of the Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the termination and within sixty (60) days after the termination.

Consultant shall accept all complete plan submissions submitted to Consultant received prior to the termination date, and shall complete all work in process as of the date of termination. All payment terms stated in Section 6 shall continue to apply after the termination date, until all fees have been collected and the Village's share has been paid in full in accordance with Exhibit A.

9. VILLAGE OBLIGATIONS

The Village shall take necessary measures to follow procedures as set forth from the State of Wisconsin to seek approval to obtain Delegated Municipality or Appointed Agent Status as required. Consultant will assist in this process to the maximum extent possible, however, it shall be the primary responsibility of the Village to obtain final authorization to proceed.

If in the event the State of Wisconsin denies application for Delegated Municipality or Appointed Agent Status to the Village, this Agreement shall continue to exist until such time Delegated Municipality or Appointed Agent Status is granted.

The Village shall provide all data, information, plans, specifications, municipal forms, structural calculations, and all other documentation required by Consultant to perform services in an electronic pdf file format or paper submission in a timely manner.

The Village shall allow through ordinance, if required, the ability for electronic plan submission documents as required by the State of Wisconsin to be submitted and reviewed.

The Village shall maintain licensed credentialed staff of Inspectors at no cost to Consultant to the extent as required by the State of Wisconsin for the Delegated Agent / Appointed Agent plan review program.

10. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services with respect to the category of services being performed. Consultant represents to the Village that it retains and will only utilize employees that possess the skills, knowledge, and ability to perform the Services in accordance with this Agreement in a competent, timely, and professional manner. Consultant shall re-perform any services not meeting this standard without additional compensation.

11. HOLD HARMLESS

Consultant covenants and agrees to protect and hold the Village of Kimberly harmless against all actions, claims, and demands to the proportionate extent caused by or resulting from the intentionally wrongful or negligent acts of Consultant, their agents or assigns, their employees, or their subcontractors related to the performance of this Agreement or be caused or result from any violation of any law or administrative regulation, and shall indemnify the Village for all sums including court costs, attorney fees, and damages of any kind which the Village may be obliged or adjudged to pay on any such claims or demands upon the Village's written demand for indemnification or refund for those actions, claim, and demands caused by or resulting from intentional or negligent acts as specified in this Paragraph.

12. ASSIGNMENT

Consultant is permitted to subcontract portions of services to be provided with or without notice. Consultant shall remain responsible for the performance of the subcontractor. Subcontractors shall be subject to the same performance, certification and professionalism criteria as expected of the Consultant. Performance clauses shall be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

A listing of all personnel utilized in the completion of services, regardless of whether they are subcontractors or not, shall be provided upon completion of reviews by Consultant including applicable license information for personnel and scope of work reviewed by subcontractor.

13. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Village. In the case of any claims-made policy, the necessary retroactive

dates and extended reporting periods shall be procured to maintain such continuous coverage.

- C. At a minimum, the Consultant shall ensure that all subcontractors engaged under this Agreement procure and maintain insurance coverage that meets the same limits and stipulations as outlined below. The Consultant's insurance policy shall not cover subcontractors as named insureds. Subcontractors shall be required to maintain their own insurance coverage for the same limits and requirements as set forth in this Agreement, covering their scope of work performed under this Agreement. These coverages shall be obtained and maintained in full force for the duration of this Agreement to protect against claims arising from or related to the scope of services.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000.00) each occurrence and two million dollars (\$2,000,000.00) general aggregate. The policy shall be applicable to all premises and operations of Consultant. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts) blanket contractual independent Consultant's products and completed operations. This policy shall also provide contractual liability in the same amounts identified herein. Consultant's coverage shall be primary and list the Village of Kimberly, its officers, officials, agents, and employees as additional insureds.
- E. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the Village.
- F. Umbrella insurance coverage of five million dollars (\$5,000,000).
- G. The above-required insurance is to be placed with insurers acceptable to the Village and who have an A.M. best rating of no less than A- (A minus) and a Financial Category rating of no less than VII. Consultant may be required to provide the Village with certificates of insurance and additional insured endorsement. Consultant shall give the Village thirty (30) days advance written notice of cancellation, non-renewal, or material changes to any of the above-required policies during the term of this Agreement.

14. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality or Village. As the Consultant is an independent contractor, the Village shall not have liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Village under this Agreement by the Consultant. The Consultant shall be solely responsible for all compensation, benefits, insurance, and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

15. OWNERSHIP OF DOCUMENTS

The Village shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the

Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Village. All such records, documents, notes, data and other materials shall become the exclusive property of the Village when the Consultant has been compensated for the same as set forth herein, and the Village shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data, and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Village will be exported into a XLS, CSV, DOC, or PDF file and become property of the Village.

The Village shall further have the right to obtain access to any documents, papers and records that the Consultant has related to this project for the purposes of Audit or examination, and may make excerpts and transcriptions of the same.

16. SERVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

17. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other protected class. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Law.

Consultant shall comply with the appropriate provision of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal and State of Wisconsin Law or regulations.

18. NOTICES

Any Notice under this Agreement shall be in writing and shall be deemed sufficient when directly present or sent pre-paid, first class United States Mail, addressed as follows:

If to the Village:	If to the Consultant:
Sam Schroeder 515 W. Kimberly Avenue Kimberly, WI 54952	David Adam (DA) Mattox 12605 W North Ave., #189 Brookfield, WI 53005

19. DISPUTE RESOLUTION

In the event a dispute arises out of or related to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute through mediation, before resorting to litigation.

20. GOVERNING LAW AND FORUM SELECTION

This Agreement shall be construed under and governed by the Laws of the State of Wisconsin and all services to be provided will be provided in accordance with applicable federal, local state, and local municipal law. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede all previous communications, representations, whether oral or written, with respect to the subject matter hereof. For any suit, claim or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be Outagamie County Circuit Court within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such dispute according to any law.

21. AUTHORITY

Consultant represents that it has the authority to enter into this Agreement. If the Consultant is not an individual, the person signing on behalf of the Consultant represents and warrants that he or she has been duly authorized to bind the Consultant and sign this Agreement on the Consultant's behalf.

22. DESIGNATED REPRESENTATIVES

- a. The Village designates Sam Schroeder, Community Development Director for the Village of Kimberly, as the Designated Representative who shall administer this Agreement under the direction of the Village Board.
Address: 515 W. Kimberly Avenue, Kimberly, WI 54136
Telephone: 920-788-7507;
Email: sschroeder@vokimberly.wi.gov
- b. Consultant designates David Adam (DA) Mattox, President of E-Plan Exam, as their Designated Representative who shall administer this Agreement.
Address: 12605 W North Ave., #189, Brookfield, WI 53005
Telephone: 414-635-3274
Email: damattox@eplanexam.com

23. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For the purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or in the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Village: _Village of Kimberly_____

Consultant: _____

Authorized
Signature: _____

Authorized
Signature: _____

Printed Name: _Charles Kuen_____

Printed
Name: _____

Title: _Village President_____

Title: _____

Date: _____

Date: _____

Village: _Village of Kimberly_____

Authorized
Signature: _____

Printed Name: _Sam Schroeder _____

Title: _Community Development Director_____

Date: _____

Exhibit A – Plan Review Services

1. PLAN REVIEW SERVICES

Plan review is limited to Structural, Building, Mechanical, Plumbing, Fire Alarm, and Fire Sprinkler trades/disciplines.

Each discipline will be reviewed by a plan examiner holding certifications as required by the local jurisdiction and/or licensed Architect and/or Professional Engineer holding licensure in the State of Wisconsin.

- ✓ Disciplines are defined as follows:
 - Building (architectural / structural)
 - Mechanical (HVAC)
 - Plumbing
 - Fire (Sprinkler, Fire Alarm, etc.)
- ✓ Post final comprehensive conditional plan approval – required if requested by Jurisdiction of Authority.
 - Delegated Component Submittal(s)
 - Shop Drawings

2. PLAN REVIEW FEE:

- Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler Plan Review Fees shall be based upon the fee schedule adopted by the Municipality.
- Plan Review Fees will be split with the Village.
 - 95% of plan review fees are retained by Consultant and 5% are retained by Village.
 - Out of Consultant’s retained fees, Consultant shall be responsible for fees due to the State of Wisconsin as applicable for plan reviews Consultant perform as specified in Wisconsin Administrative Code.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION				
1. New construction, additions, alterations and parking lots fees are computed per this table.				
2. New construction and additions are calculated based on total gross floor area of the structure.				
3. A separate plan review fee is charged for each type of plan review.				
Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
Less than 2,500	\$250	\$150	\$100	\$100
2,500 - 5,000	\$300	\$200	\$100	\$100
5,001 - 10,000	\$500	\$300	\$100	\$100
10,001 - 20,000	\$700	\$400	\$150	\$150
20,001 - 30,000	\$1,100	\$500	\$200	\$200

30,001 - 40,000	\$1,400	\$800	\$350	\$350
40,001 - 50,000	\$1,900	\$1,100	\$500	\$500
50,001 - 75,000	\$2,600	\$1,400	\$700	\$700
75,001 - 100,000	\$3,300	\$2,000	\$1,000	\$1,000
100,001 - 200,000	\$5,400	\$2,600	\$1,200	\$1,200
200,001 - 300,000	\$9,500	\$6,100	\$3,000	\$3,000
300,001 - 400,000	\$14,000	\$8,800	\$4,400	\$4,400
400,001 - 500,000	\$16,700	\$10,800	\$5,600	\$5,600
Over 500,000	\$18,000	\$12,100	\$6,400	\$6,400
Note:	1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.			
	2. At the sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.			
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.			
Accessory Buildings	The plan review fee for accessory buildings less than 500 square feet shall be \$125.00 with the plan entry fee waived.			
Early Start	The plan review fee for permission to start construction shall be \$75.00 for all structures less than 2,500 sf. All other structures shall be \$150.00. The square footage shall be computed as the first floor of the building or structure.			
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.			
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.			

Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

Plumbing Plan Review Fee Schedule	
Plumbing Site work - Stormwater Review	
Acres (area of drained to a plumbing system)	Fee
up to 5	\$400.00
greater than 5 less than 10	\$600.00
greater than 10 up to 15	\$750.00
Each acre beyond 15 (rounded up)	\$750.00 base plus \$50.00 per acre
Plumbing Sanitary Drain and Water Supply Laterals	
\$40.00 per combined inch of pipe size (diameter pipe rounded up to nearest inch)	
Interior Plumbing Plan Review Fee	
For all interior plumbing as well as miscellaneous fixtures that necessitate review per SPS 382	
Base Plumbing Plan Review fee	\$250.00 + \$3.50 per fixture
Plumbing Plan Review Fee Schedule Notes	
All individually submitted plumbing plan sets plan entry fee. (applies to site work and laterals if submitted separately as well)	\$100.00
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.
Early Start	The plan review fee for permission to start construction shall be \$150.00 for all structures.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to

	any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
At the sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.	

3. Supplemental Services as required by municipality:

- Hourly rate for services beyond what is specified in this Agreement shall be rendered at \$200.00 per hour. This shall only be assessed when prior written consent is provided by the Village to the Consultant and agreed to by the Consultant in writing.
 - This hourly rate is not intended for plan review services, but rather for incidental supplemental “on call” professional engineering services as required beyond the scope as outlined in services defined throughout the balance of Exhibit A.
 - If transit or other expenses are required as part of this service, time for travel and expenses shall be itemized and limits agreed upon prior to being incurred.

4. PLAN REVIEW FEE – includes the following services:

- ✓ One optional remote code consultation meeting after conclusion of the first review
- ✓ Consultation via phone during duration of project regarding reviews preformed.
- ✓ Three (3) reviews of all disciplines to verify that all comments have been addressed.
 - Subsequent reviews may result in resubmittal plan examination fees to be assessed.
- ✓ Changes to plans after conditional approval is granted may result in resubmittal plan examination fees to be assessed.
- ✓ Free code consultation with all inspectors/Village staff, both employed directly and under contract, serving the Village of Kimberly for entirety of duration of any project reviewed by E-Plan Exam, regardless of any contract in place with that entity and the Village of Kimberly. This free consultation period shall extend prior to any formal submission of any plan documents to the conclusion of any project reviewed or termination of this agreement (whichever occurs first).

5. TIME OF PERFORMANCE

- ✓ Plan review turnaround time shall be no more than fifteen (15) business days after full receipt by Consultant of all required documents as required by the Department of Safety and professional services as well as the Village of Kimberly municipal code.
 - Plan Review turnaround time is defined as time frame from date of full receipt of plans to conclusion of plan review. Conclusion of plan review date will be determined by date that plans are listed as one of the following as dictated by best practices with the State of Wisconsin Department of Safety and Professional Services such as:
 - Conditionally Approved
 - Hold – Request for Additional Information
 - Denied / Void / Abandoned

6. CONSULTANT CONTACT

Consultant will provide qualified professionals to oversee this project. They are available by phone and email using the contact information listed below.

Plan Review Management Contact

David Adam Mattox, P.E.

414-635-3274

damattox@eplanexam.com

Plan Review Management Contact

John Cunningham

414-336-4470

Johncunningham@eplanexam.com



Wisconsin Municipalities with Commercial Building (Structural and HVAC) Plan Review Delegated Authority – November 20, 2024

This list and the contact information are updated regularly. Contact [Etta Strey](#) if this list contains an error. See the [DSPS website](#) for more information on the Department's delegation program.

Wisconsin Administrative Code § SPS 361.60

This section establishes the manner under which cities, villages, towns and counties may examine building plans under ss. [101.12 \(3\)](#) and [\(3g\)](#), Stats. Municipalities delegated responsibilities under Wis. Admin. Code § SPS 361.60 may be delegated for one of the following:

1. Structural and HVAC Plan Review of Small Commercial Buildings. This includes:

- New buildings containing less than 50,000 cubic feet total volume.
- Additions to existing buildings where the total volume after construction of the addition is less than 50,000 cubic feet.
- Additions to existing buildings containing no more than 2,500 square feet, no more than one floor level, 18-foot maximum roof span and 12-foot maximum exterior wall height.
- Alterations to existing buildings where the altered space is less than 100,000 cubic feet of total volume.

2. Structural and HVAC Plan Review of All Commercial Buildings in a First- or Second-Class City. Cities with a First- or Second-Class City status have the authority to review and inspect commercial projects of all sizes.

3. Special Delegation. This includes a combination of delegation responsibilities not identified in one of the options above. See the municipality's linked PDF letter for specific delegation responsibilities.

See the following lists for other types of delegated authority:

[Fire Suppression and Fire Alarm Plan Review](#)

[Commercial Building \(Structural, HVAC, Fire Suppression, and Fire Alarm\) Inspections](#)

A municipality's plan review delegation applies to all types of buildings and structures specified in [Wis. Stat. § SPS 361.30](#) except state-owned buildings and structures. Note that per [Wis. Stat. § 101.12](#), an owner has the option of submitting projects that require plan review to either the municipality or the Department.

Delegated Authority for Counties: These counties have been authorized jurisdiction over the structural and HVAC plan review of commercial buildings in municipalities which do not have their own delegated authority.

The following table identifies the municipalities that are delegated the primary responsibility to perform structural and HVAC plan review under Wis. Admin. Code § SPS 361.60. The list includes:

- Each municipality's responsibilities under its Wis. Admin. Code § SPS 361.60 delegation authority, as numbered above.
- A link to each municipality's delegated authority approval letter from the Department. (Click on the number in the Delegation Authority column to view the letter.)
- Municipal and plan reviewer contact information for each municipality. Note the municipality's delegation is not contingent on the specific individuals identified on this list or in the linked approval letter.

Contact the municipalities listed below for commercial building plan review, as appropriate. For projects within municipalities not listed below, contact the Department.



Wisconsin Municipalities with Commercial Building (Structural, HVAC, Fire Suppression, and Fire Alarm) Inspection Delegated Authority - November 19, 2024

This list and the contact information are updated regularly. Contact [Etta Strey](#) if this list contains an error. See the [DSPS website](#) for more information on the Department's delegation program.

Wisconsin Administrative Code § SPS 361.60

This section establishes the manner under which cities, villages, towns, and counties may perform commercial building inspections under s. [101.12\(3\)\(g\)](#), Stats. Municipalities delegated responsibilities under Wis. Admin. Code § SPS 361.60 may be delegated for one of the following:

1. **Structural, HVAC, Fire Suppression, and Fire Alarm Inspections of Small Commercial Buildings.** This includes:
 - New buildings containing less than 50,000 cubic feet total volume.
 - Additions to existing buildings where the total volume after construction of the addition is less than 50,000 cubic feet.
 - Additions to existing buildings containing no more than 2,500 square feet, no more than one floor level, 18-foot maximum roof span and 12-foot maximum exterior wall height.
 - Alterations to existing buildings where the altered space is less than 100,000 cubic feet of total volume.
2. **Structural, HVAC, Fire Suppression, and Fire Alarm Inspections of Commercial Buildings of All Sizes.**
3. **Inspections of Buildings with Parameters Not Defined Above.**

A municipality's inspection delegation applies to all types of buildings and structures specified in [Wis. Stat. § SPS 361.30](#), except state-owned buildings and structures.

See the following lists for other types of delegated authority:

[Structural and HVAC Plan Review](#)

[Fire Suppression and Fire Alarm Plan Review](#)

The following table identifies the municipalities that are delegated the primary responsibility to perform commercial building inspections under Wis. Admin. Code § SPS 361.60. The list includes:

- Each municipality's inspection responsibilities under its Wis. Admin. Code § SPS 361.60 delegation authority, as numbered above.
- A link to each municipality's delegated authority approval letter from the Department. (Click on the number in the Delegation Authority column to view the municipality's approval letter.)
- Municipal and inspector contact information for each municipality. Note the municipality's delegation is not contingent on the specific individuals identified on this list or in the linked approval letter.

Contact the municipalities in the following list for commercial building inspections, as appropriate. For projects within municipalities not listed below, contact the Department.



Village of Kimberly Request for Village Board Recommendation

ITEM DESCRIPTION: Resolution No. 16: A Resolution to Adopt the Second Amendment to the Kimberly Industrial Protective Covenants

REPORT PREPARED BY: Sam Schroeder, Community Development Director

REPORT DATE: December 9, 2024

EXPLANATION: In 1984, the Village of Kimberly recorded restrictive covenants for the proposed Kimberly Industrial Park Plat encompassing 100 plus acres in the southwest corner of the Village abutting State Highway 441 and County Highway CE. This plat was finalized and recorded in 1986.

Within both the recorded covenants and the plat, the Village self-imposed a 30-foot front yard setback on each lot abutting a public street. This 30-foot setback is greater than the local Zoning Ordinance restrictions for the I-1, Limited Industrial District zoning classification which does not require any front setback for an I-1 zoned property. On December 2, 2024, the Village Board approved a Plat of Correction removing the 30-foot setback from the Plat, however, this does not address the covenants.

Fast forward to 2024, the area is fully developed, and the Village remains land locked with challenges of growing value in the community to keep property taxes low. Similarly, the existing businesses also see challenges to grow and prosper in place. On November 7, 2024, the Village mailed out a letter to all property owners as required per the covenants to consider the reduction of the aforementioned 30-foot front yard setback within the restricted covenants to 10-feet. This setback reduction would benefit each property owner making more land available to expand existing buildings, parking, etc. A ballot (Exhibit B) to cast a vote and the covenants were attached.

Per the covenants, an amendment to the covenants would require a majority vote of all owners of the lots within said subdivision (27 of a total of 52 eligible votes) and a $\frac{3}{4}$ favorable vote by all members of the Village Board. As of Tuesday, December 3, 2024, the Village has received 37 votes in favor of the amendment, two votes in favor but needing further confirmation, one no vote and three votes yet to be cast by the Village of Kimberly.

Attached to this staff report includes:

1. Resolution No. 16: A Resolution to Adopt the Second Amendment to the Kimberly Industrial Protective Covenants
2. EXHIBIT A – Amendment No. 2 to Protective Covenants – Kimberly Industrial Park
3. EXHIBIT B – Ownership Ballot and Plat Area

RECOMMENDED ACTION: Staff recommends the Village Board agree to the proposed amendment casting its three (3) votes in favor of the setback reduction, to approve Resolution No. 16, a resolution to adopt the second amendment to the Kimberly Industrial Protective Covenants and direct staff to execute and record the Second Amendment to the Kimberly Industrial Protective Covenants with the Register of Deeds.

**VILLAGE OF KIMBERLY
OUTAGAMIE COUNTY, WISCONSIN**

RESOLUTION NUMBER 16, SERIES OF 2024

**RESOLUTION TO ADOPT THE SECOND AMENDMENT TO THE KIMBERLY
INDUSTRIAL PROTECTIVE COVENANTS**

WHEREAS, the Village of Kimberly adopted declaration of restrictions being the Kimberly Industrial Park Protective Covenants on November 30, 1984 recorded as Document No. 855551, Jacket 5069, images 42-47, Outagamie County Registry for the proposed Kimberly Industrial Park Plat; and,

WHEREAS, the Village of Kimberly adopted an amendment to the Kimberly Industrial Park Protective Covenants on December 23, 1985, recorded as Document No. 876605, Jacket 5955, images 28-29, Outagamie County Registry; and,

WHEREAS, the Village of Kimberly recorded the Kimberly Industrial Plat on July 22, 1986 as Document No. 891343 in the Cabinet E of Plats on Page 10, Outagamie County Registry; and,

WHEREAS, Paragraph 4.(b), HEIGHT, BUILDING LINES AND SETBACKS – FRONT, of the said Kimberly Industrial Park Covenants states: *“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 employee’s 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.”*

WHEREAS, the Village of Kimberly desires to reduce the aforementioned front yard setback from “thirty (30) feet” to “ten (10) feet”; and,

WHEREAS, Paragraph 15., MODIFICATION AND AMENDMENT OF DEED RESTRICTION, of the said Kimberly Industrial Park Covenants states *“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 the subdivision with the approval thereof by the Village Board as evidence 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 property owners shall be determined as set forth in paragraph 14 of these restrictions.”*; and,

WHEREAS, Paragraph 14., NUMBER OF YEARS RESTRICTION TO RUN WITH THE LAND, of the said Kimberly Industrial Park Covenants states *“... In determining a majority of property owners, one vote shall be counted for owners 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.”*; and,

WHEREAS, the Village of Kimberly sought votes from the existing property owners of the Kimberly Industrial Park Plat to consider amending the thirty (30) foot front yard setback as

noted in Paragraph 4.(b) as stated above, to ten (10) feet, whereas a majority of the owners agreed in writing per Paragraph 14 and 15 of the Kimberly Industrial Park Covenants.

NOW, THEREFORE, BE IT RESOLVED by its passage, the Board for the Village of Kimberly by 3/4th favorable vote does hereby accept the consideration of the majority of property owners and agree to approve the Second Amendment to the Kimberly Industrial Park Covenants, attached herein as EXHIBIT A, reducing the front yard setback as noted in Paragraph 4.(b) as stated above, to ten (10) feet.

Date introduced, approved and adopted: December 9th, 2024

VILLAGE OF KIMBERLY

Charles A. Kuen, Village President

Jennifer Weyenberg, Village Clerk

EXHIBIT A

VILLAGE OF KIMBERLY

AMENDMENT NO. 2 TO PROTECTIVE COVENANTS

KIMBERLY INDUSTRIAL PARK PLAT

RE: Village of Kimberly Industrial Park Protective Covenants recorded November 30, 1984, Document No. 855551, Jacket 5069, images 42-47, Outagamie County Registry and as amended recorded December 23, 1985, Document No. 876605, Jacket 5955, images 28-29, Outagamie County Registry.

1. That paragraph 4.(b) is amended to read as follows:
“4.(b) FRONT: No part or portion of any building shall be erected, constructed or extended nearer than ten (10) 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 employee’s motor vehicles and storage of materials, products or equipment shall be prohibited at all times within this ten (10) foot setback area. The entire area shall be turfed and landscaped.”

That this amendment, to Village of Kimberly Industrial Park Protective Covenants, as adopted by the Village Board of Trustees, of the Village Kimberly on November 30, 1984, and amended on December 23, 1985, shall be recorded with the Outagamie County Register of Deeds.

By the order of the Village Board of Trustees:

Jennifer Weyenberg, Village Clerk

Signature authenticated this _____ day of _____, 2024.

Charles Kuen, Village President

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



VILLAGE OF KIMBERLY

515 W. Kimberly Avenue
Kimberly, WI 54136

Sam Schroeder
COMMUNITY DEVELOPMENT
DIRECTOR
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sschroeder@vokimberlywi.gov

EXHIBIT B – OWNERSHIP BALLOT

VILLAGE OF KIMBERLY

PROPOSED AMENDMENT NO. 2 TO PROTECTIVE COVENANTS

KIMBERLY INDUSTRIAL PARK

Paragraph 15 of the Protective Covenants for the Kimberly Industrial Park, attached herein states the following: *“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 Village of Kimberly is requesting to modify Paragraph 4.(b) to reduce the front setback from thirty (30) feet to ten (10) feet reading as follows: *“4.(b) FRONT: No part or portion of any building shall be erected, constructed or extended nearer than ten (10) 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 employee’s motor vehicles and storage of materials, products or equipment shall be prohibited at all times within this ten (10) foot setback area. The entire area shall be turfed and landscaped.”*

AS THE PROPERTY OWNER OF A LOT(S) WITHIN THE KIMBERLY INDUSTRIAL PARK, DO YOU ACCEPT THE PROPOSED CHANGE TO PARAGRAPH 4.(b) AS WRITTEN ABOVE:

- YES
- NO

Organization: _____

Address: _____

Phone: _____ Email: _____

Owner: _____

Witness: _____

Name:
Date:

Name:
Date:



VILLAGE OF KIMBERLY

515 W. Kimberly Avenue

Kimberly, WI 54136

Sam Schroeder

COMMUNITY DEVELOPMENT

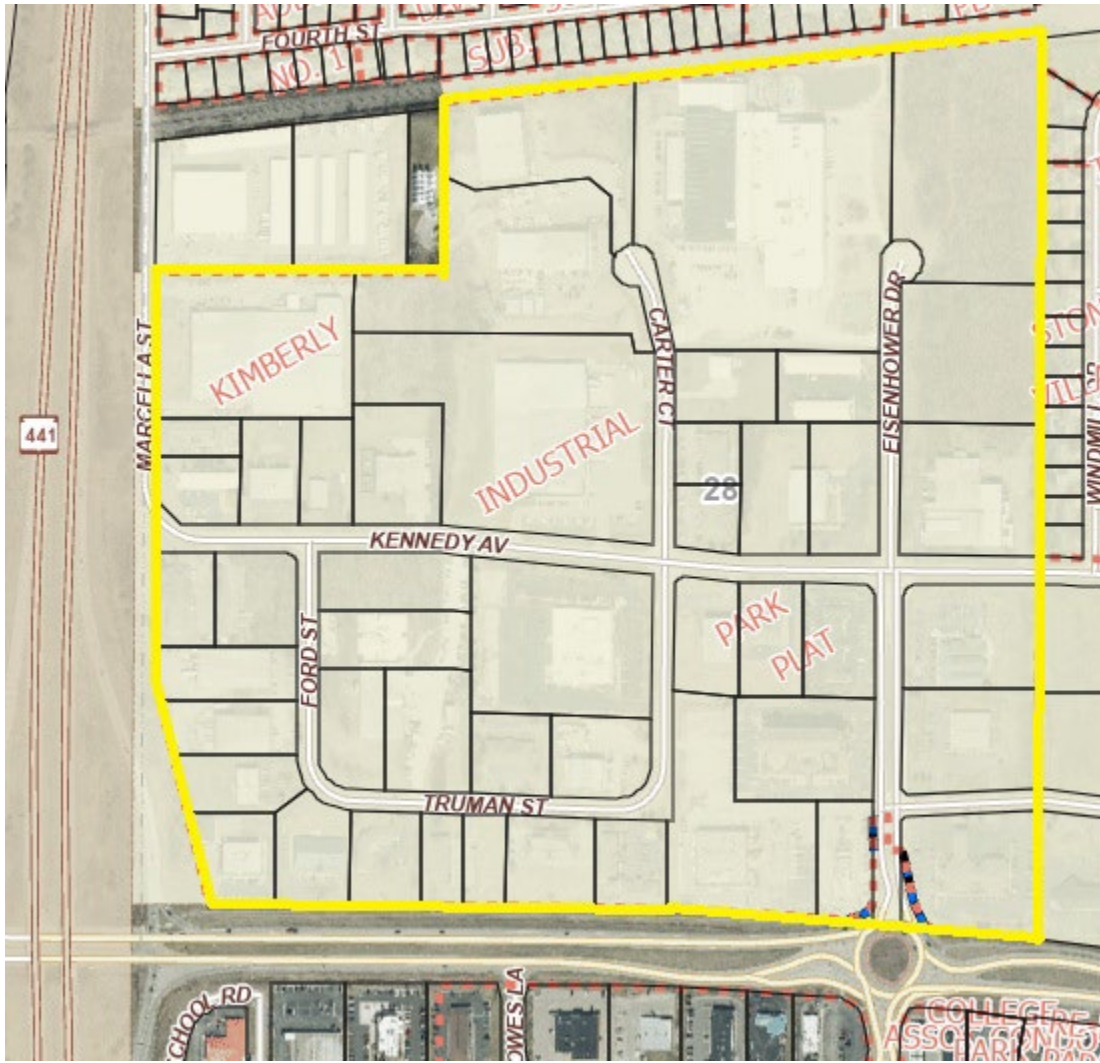
DIRECTOR

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sschroeder@vokimberlywi.gov

PLAT AREA





Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Proposed Update to On-Call Policy
REPORT PREPARED BY: Danielle Block, Administrator/DPW
REPORT DATE: December 4, 2024
ADMINISTRATOR'S REVIEW / COMMENTS: <p>No additional comments to this report _____ DLB _____</p> <p>See additional comments attached _____</p>
EXPLANATION: <p>In March of 2024, the Village of Kimberly implemented an On-Call Policy specific to Street and Park operations. The Director of Public Works, Deputy Director of Public Works and Community Enrichment Director have collaborated to refine the policy, gain efficiencies, develop staff and streamline operations outside of regular business hours. Attached for Board consideration is the revised policy and a mark-up of the previously adopted policy.</p> <p>The revisions are intended to:</p> <ul style="list-style-type: none">• Create a larger group of staff to share in the on-call responsibilities;• Utilize one phone number for the after-hours contact within the Village;• Compensate for the responsibility of being on-call and more closely align with existing Village policies; and• Reduce the number of staff on-call by aligning one phone and policy to cover Park duties during the summer months, Complex Civic Wing rentals and emergency call-ins.
RECOMMENDED ACTION: Approve the Streets/Parks/Complex On-Call Phone Policy Effective January 1, 2025.

STREETS/PARKS/COMPLEX
ON-CALL PROCEDURES POLICY

Effective: ~~March 5, 2024~~ January 1, 2025

I. PURPOSE

To outline the on-call duties, rules and compensation for emergency response and complex and/or park maintenance within the Village Departments of Public Works and Parks.

I.I. On-Call Procedure PROCEDURES

The following employees are subject to the On-Call Procedures when assigned:

- Streets/Parks Leads
- Street/Parks Operators /Advanced
- Streets/Parks Operators Entry
- Mechanic
- Maintenance Foreman

~~Operators shall adhere to the following work rules when assigned on-call duties:~~

- A. ~~All Leads/Advanced Operators~~ above employees shall be responsible for one (1) week of on-call duty on a rotating basis. No ~~Lead/Advanced Operator~~ assigned employee shall opt out of the on-call rotation.
- B. Trades in on-call duty are allowed for weekly or daily periods. Trades shall be arranged directly between affected ~~Leads/Advanced Operators~~ staff and approved by the ~~Public Works Director~~ Deputy Director of Public Works. ~~If trade happens after the conclusion of a business day, the Director will be notified via text message.~~
- C. Hours of on-call duty shall be ~~6:30 a.m.-3:00 p.m.~~ Monday through 6:30 a.m. the following Monday, outside of regularly scheduled work hours.
- D. ~~The individual on-call shall refrain from the consumption of alcoholic beverages~~ Consistent with Sec. 3.1 and Sec. 5.5 of the Village Personnel Policy Manual: When on call the employee must be ready for work. "Ready for work" means the employee is physically and mentally able to work. The employee cannot have consumed any alcoholic beverages or used any mind-altering substances and must not have any physical limitation preventing them from working. "Available for work" means the employee is within thirty-five (35) minutes of the work site and may be contacted to respond to the work site within that time frame. The employee may conduct personal business but must have the availability of being contacted and responding within the allotted time frame.

E. A Village-issued cellular telephone shall remain with the individual when on-call ~~and away from his/her residence~~

F. ~~The individual on call shall remain no more than 30 minutes away from the Village of Kimberly during on-call duty, allowing him/her to respond to emergencies within 30 minutes of being called~~

~~G.F. An on-call schedule shall be posted by the time clock to let all know who is currently on call and made available upon request.~~

~~G. The operator employee on call can call up to two people employees to respond to an emergency (Snow, sanitary back-up, emergency tree repair, etc.). If more operators are needed (full crew plowing events, etc.) the Street Lead or Deputy Director of Public Works must be involved in this decision, unless granted by prior approval from the Director of Public Works.~~

1. _____

~~H. The emergency on-call phone number shall be listed as the official after-hours line for the Public Works Department, Parks Department and Complex Facility.~~

III. Stand By Pay

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

A. Any day an individual has the phone = 1 hour pay/day

B. Calendar Holidays: 2 hours pay/day of the actual holiday (NOT observed) New Year's Day, Spring Break (Friday preceding Easter), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day.

C. Stand by pay is a lump sum payment and cannot be used to accrue compensatory time off.

II. EMERGENCY ON-CALL TIME RESPONSE Call-in Compensation

When physically returning to work in order to responding to unknown/non-scheduled call-in situations outside of regular work hours, the individual on call shall be compensated as follows:

A. All operations—\$50 lump sum payment. The payment of wages will then follow Sec. 3.1 "On-Call Time." Compensable at two times pay per hour (x2) for actual time spent performing call-in duties in the field and/or at the workplace. Minimum of two hours pay.The hourly

~~B. Issues not requiring field response—Not compensable (e.g.—telephone calls (calling in fellow employees), call-in procedures, etc.). Exceptions to this item may be granted to the on-call employee on a case-by-case basis, depending on actual circumstances at the time of the event~~

~~III. Stand By Pay~~

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

~~A. Any day an individual has the phone: \$24 per day~~

~~B. Calendar Holidays: \$48 per day (New years Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, Christmas Day)~~

STREETS/PARKS/COMPLEX
ON-CALL PHONE POLICY

Effective: January 1, 2025

I. PURPOSE

To outline the duties, rules and compensation related to carrying the on-call phone for emergency response and complex and/or park maintenance within the Village Departments of Public Works and Parks.

II. PROCEDURES

The following employees are subject to the On-Call Procedures when assigned:

- Streets/Parks Leads
- Streets/Parks Operators Advanced
- Streets/Parks Operators Entry
- Mechanic
- Maintenance Foreman

- A. All above employees shall be responsible for one (1) week of on-call duty on a rotating basis. No assigned employee shall opt out of the on-call rotation.
- B. Trades in on-call duty assignments are allowed for weekly or daily periods. Trades shall be arranged directly between affected staff and approved by the Deputy Director of Public Works.
- C. Hours of on-call duty shall be 3:00 p.m. Monday through 6:30 a.m. the following Monday, outside of regularly scheduled work hours. With the exception of holidays falling on a Monday. Those hours of on-call duty shall be 3:00 p.m. Monday through 6:30 a.m. the following Tuesday, outside of regularly scheduled work hours.
- D. Consistent with Sec. 3.1 and Sec. 5.5 of the Village Personnel Policy Manual: When on call the employee must be ready for work. "Ready for work" means the employee is physically and mentally able to work. The employee cannot have consumed any alcoholic beverages or used any mind-altering substances and must not have any physical limitation preventing them from working. "Available for work" means the employee is within thirty-five (35) minutes of the work site and may be contacted to respond to the work site within that time frame. The employee may conduct personal business but must have the availability of being contacted and responding within the allotted time frame.
- E. A Village-issued cellular telephone shall remain with the individual when on-call.
- F. An on-call schedule shall be posted and made available upon request.

- G. The employee on-call can call up to two employees to respond to an emergency (snow, sanitary back-up, emergency tree repair, etc.). If more employees are needed (full crew plowing events, etc.) the Street Lead or Deputy Director of Public Works must be involved in this decision.
- H. The emergency on-call phone number shall be listed as the official after-hours line for the Public Works Department, Parks Department and Complex Facility.

III. STAND BY PAY

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

- A. Any day an individual has the phone = 1 hour pay/day
- B. Calendar Holidays: 2 hours pay/day of the actual holiday (NOT observed) New Year's Day, Spring Break (Friday preceding Easter), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day.
- C. Stand by pay is a lump sum payment and cannot be used to accrue compensatory time off.

IV. EMERGENCY ON-CALL TIME RESPONSE

When physically returning to work in order to respond to unknown/non-scheduled call-in situations outside of regular work hours, the individual on-call shall be compensated as follows: \$50 lump sum payment. In addition to the lump sum payment, the payment of hourly wages for time worked will then follow Sec. 3.1 "On-Call Time."