



VILLAGE OF KIMBERLY, WI
NOTICE OF VILLAGE BOARD MEETING

DATE: Monday, April 14, 2025
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, April 14, 2025 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 04/07/2025 meeting
- 6) Unfinished Business
 - a) Award Flooring Replacement Contract for the Kimberly Public Library (tabled on 03/24/25)
- 7) New Business for Consideration or Action
 - a) Certificate of Payment #7 to SMA Construction Services in the amount of \$676,780.00 for the Kimberly Street & Parks Dept. Building
 - b) Award Bid for Street & Parks Dept. Building Low Voltage Cabling
 - c) Award Bid for Municipal Complex Parking Lot Maintenance
 - d) Resolution Number 3, Series of 2025 Designating Carry Over Funds for the 2025 Budget
- 8) Public Participation
- 9) Closed Session

The village board will meet pursuant to State Statute 19.85 (1)(e) to conduct specific public business related to a services contract in which competitive or bargaining reasons require a closed session.

The board may reconvene into open session pursuant to section 19.85(2) of the Wisconsin Statutes for possible action on the closed session matters.
- 10) Possible Action on Closed Session matters
- 11) Adjournment

Village Board Meeting Virtual Attendance Information

April 14, 2025

5:00 – 5:30 PM (America/Chicago)

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

<https://meet.goto.com/522013805>

You can also dial in using your phone.

Access Code: 522-013-805

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

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

Get the app now and be ready when your first meeting starts:

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

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

**VILLAGE OF KIMBERLY
BOARD MEETING MINUTES
04/07/2025**

A meeting of the Village Kimberly Board was called to order on Monday, April 7, 2025 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, Marcia Trentlage, Dave Hietpas, Mike Hruzek and Tom Gaffney
Board Excused: None
Staff Present: Clerk-Treasurer Jennifer Weyenberg, Administrator/Director of Public Works Danielle Block, Community Development Director Sam Schroeder, Community Enrichment Director Holly Femal, and Brad Werner of McMahon

President's Remarks

President Kuen shared his congratulations to Trustees Hammen, Gaffney and Karner for being reelected in the Spring Election. He also recently attended a listening session with Senator Jacque and Representative Sortwell and shared some concerns relevant to the Village of Kimberly.

Arbor Day Proclamation 2025

Trustee Trentlage moved, Trustee Hammen seconded the motion to approve. Motion carried by unanimous vote of the board.

Approval of Minutes from the 03-24-2025 Meeting

Trustee Hammen moved, Trustee Gaffney seconded the motion to approve. Motion carried by unanimous vote of the board.

Report of the April 2025 Election

There was no action taken on this item. The report will be filed with the Clerk's Office as presented.

Unfinished Business

None

New Business

Award Bid for Kennedy Ave. Street Patching-Dowel Bar Retrofit-Surface Diamond Grind

Trustee Hammen moved, Trustee Karner seconded the motion to approve awarding the bid to Vinton Construction Co in the amount of \$299,734.05. This project will take place on Kennedy Ave from the roundabout at Railroad St, east to Schelfhout Ln. Motion carried by unanimous vote of the board.

Special Event Permit Application from Pups' n' Peeps- April 12, 2025 @ Sunset Park

Trustee Trentlage moved, Trustee Hammen seconded the motion to approve the special event for Unforgettable Underdogs' 4th annual Pups' n' Peeps on April 12th from 11:00am-12:00pm at Sunset Park's shelter area. Motion carried by unanimous vote of the board.

Special Event Permit Application from Fox Cities Marathon- September 21, 2025

Trustee Trentlage moved, Trustee Gaffney seconded the motion to approve the special event permit application as presented. Motion carried by unanimous vote of the board.

Public Participation

Trustee Trentlage shared that the new Community Band Director is doing a wonderful job and the spring concert was well attended.

Closed Session

Trustee Karner moved, Trustee Hammen seconded the motion to enter closed session pursuant to State Statute 19.85 (1)(e) to negotiate development agreements for properties located in TID No. 6. Motion carried by unanimous vote of the board at 5:05pm.

Trustee Hammen moved, Trustee Gaffney seconded the motion to reconvene into open session. Motion carried by unanimous vote of the board at 5:14pm.

Possible Action on Closed Session matters

Trustee Trentlage moved, Trustee Hammen seconded the motion to approve the Development Agreement between the Village of Kimberly and Footworks Dance Company. Motion carried by unanimous vote of the board.

Trustee Hammen moved, Trustee Gaffney seconded the motion to approve the Development Agreement between the Village of Kimberly and Stage Investments LLC. Motion carried by unanimous vote of the board.

Adjournment

Trustee Hammen moved, Trustee Trentlage seconded the motion to adjourn. Motion carried by unanimous vote of the board at 5:16pm.

Jennifer Weyenberg
Village Clerk-Treasurer

Dated 04/08/25

Drafted by: ELZ

Approved by Village Board: _____



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Kimberly Public Library - Flooring Replacement - 2025 Capital Improvement Project CM-25-01

REPORT PREPARED BY: Anna Huber, Deputy Director DPW; Holly Selwitschka, Library Director

REPORT DATE: April 4, 2025

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report _____

See additional comments attached DLB

EXPLANATION: The Village of Kimberly has planned for Capital Improvement Project CM-25-01; Library Paint & Carpet in the amount of \$150,000 for wallpaper removal, painting, and carpet installation at the library as part of its branding process in 2025.

This project aims to replace aged and end-of-service life flooring, establish a defined image and message for the library, and reinforce the library's identity as an independent institution following the dissolution of the former joint library partnership. By incorporating neutral colors that complement the library's image and logo, the renovations will enhance the library's brand and create a welcoming atmosphere for visitors.

A request for proposal (RFP) was issued to three commercial contractors for the following services:
Removal of existing carpeting and Installation of new carpeting squares.

Three contractors responded to the RFP with the following cost estimates:

Maccos: \$104,370

D&M: \$77,035

HJ Martin: \$57,570

Staff has based their recommendation on price and work experience. D&M has recently worked with the Village of Little Chute to remove and replace the flooring in their library facility; with successful completion.

RECOMMENDED ACTION: After additional review staff still recommend awarding the contract to D&M in the amount of \$77,035 funded by the Complex Trust Fund 101-5700-916.

4-4-2025

Additional Comments:

After contacting both contractors for additional information regarding their products and installation requirements, staff continue to recommend D&M as the preferred contractor.

HJ Martin's proposal specifies that moisture testing must be conducted before carpet installation. If there is no vapor barrier beneath the concrete—or if the presence of a barrier cannot be confirmed—the contractor would need to drill into the concrete to verify. Staff has no reason to believe nor are we aware of an existing vapor barrier. If no vapor barrier is found, a moisture mitigation system would be required at an added cost of \$5.50 per square foot. Given the library's size of nearly 9,000 square feet, this could result in an additional cost of \$49,500. HJ Martin offers a 60-day warranty on their product.

D&M was also contacted regarding moisture concerns. They stated that, due to the type of carpet and adhesive they use, a moisture mitigation system is not necessary, and they are confident in proceeding without it. D&M offers a 2-year warranty on their installation work, and the Mohawk carpet product includes a 10-year limited warranty.

Based on the extended warranty, lower potential installation costs, and confidence in product performance, staff recommend selecting D&M for the carpeting project.

MACCO'S COMMERCIAL INTERIORS, INC.
PO BOX 12028
GREEN BAY, WI 54307
Telephone: 920-499-7988 Fax: 920-499-7998

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ES583118

QUOTE

Sold To	Ship To
VILLAGE OF KIMBERLY 426 W. KIMBERLY AVE KIMBERLY, WI 54136	KIMBERLY PUBLIC LIBRARY 515 W KIMBERLY AVE KIMBERLY, WI 54136

Quote Date	Tele #1	PO Number	Quote Number
02/12/25	920-788-7507		ES583118

Style/Item	Color/Description	Extension
DEMO FLOORING	PER PLAN	10,450.00
COST TO REMOVE EXISTING BROADLOOM CARPET/ADHESIVE DISPOSING IN DUMPSTER.		
.		
DUMPSTER & BOOK CARTS OPTION		1,600.00
COST TO SUPPLY 2-20 YD ROLL OFF DUMPSTERS FOR THE PROJECT AND 14 BOOK CARTS.		
.		
WALKOFF CARPET TILE, CARPET TILE PER PLAN & BASE		62,920.00
COST TO SUPPLY AND INSTALL 76 SY OF WALK OFF CARPET TILE WITH AN ALLOWANCE OF \$55/SY, 1,184 SY OF CARPET TILE WITH AN ALLOANCE OF \$32.00/SY, 960 LF OF 4" TARKETT COVE BASE AND 48 LF OF 6" TARKETT COVE BASE. MANUFACTURER'S RECOMMENDED ADHESIVES ARE FIGURED. COORDINATING TRANSITIONS ARE FIGURED.		
*WALKOFF CARPET TILE CAN RANGE FROM \$42.00/SY TO \$75/SY		
**CARPET TILE CAN RANGE FROM LOW \$20'S/SY TO \$50'S/SY		
.		
WALK OFF CPT IN WORK ROOM	PER PLAN	0.00
COST TO SUPPLY AND INSTALL 61 SY OF WALK OFF CARPET TILE WITH AN ALLOWANCE OF \$55/SY IN WORK ROOM 103 IN LIEU OF CARPET TILE WITH AN ALLOWANCE OF \$32/SY IS AN ADD OF		
\$1,455.00.		
.		

— 02/27/25 — 7:35AM —

Sales Representative(s):

BAKER, RYAN

STARBUCK, KATHY

QUOTE TOTAL: \$104,370.00

MACCO'S COMMERCIAL INTERIORS, INC.
PO BOX 12028
GREEN BAY, WI 54307
Telephone: 920-499-7988 Fax: 920-499-7998

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ES583118

QUOTE

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VILLAGE OF KIMBERLY 426 W. KIMBERLY AVE KIMBERLY, WI 54136	KIMBERLY PUBLIC LIBRARY 515 W KIMBERLY AVE KIMBERLY, WI 54136

Quote Date	Tele #1	PO Number	Quote Number
02/12/25	920-788-7507		ES583118

Style/Item	Color/Description	Extension
MOVING OF SHELVING BY IEI GENERAL CONTRACTORS	PER PLAN	29,400.00
THIS COST INCLUDES IEI REMOVING SHELVING AND REINSTALLING. ALSO PROVIDING A CONTAINMENT WALL ACROSS THE LIBRARY. THIS WILL ALLOW THE LIBRARY TO STAY OPEN DURING PHASE ONE AND PREVENT DUST FROM GOING TO THE OTHER SIDE.		

QUOTE IS FIGURED FOR WEEKDAY, DAY TIME HOURS
LABOR PRICING IS GOOD THROUGH MAY 2026
MATERIAL PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE
NOT RESPONSIBLE FOR FINAL CLEAN, AS DUST MAY BE PRESENT

REMOVAL IS FIGURED
TYPICAL FLOOR PREP IS FIGURED
NO SALES TAX IS INCLUDED
DUMPSTER FIGURED

**REMOVE CARPET, CARBIDE ADHESIVE FROM CONCRETE SLAB, LIGHT GRIND AS NEEDED, SKIM COAT ENTIRE
SLAB, FILL SAW JOINTS TWO TIMES IS ALL FIGURED UNDER TYPICAL FLOOR PREP. ANY HEAVY GRINDING,
STRAIGHT EDGING OR HEAVY FLOOR SKIMMING IS FIGURED AT A T/M RATE TO KEEP COST DOWN ON PROJECT.

— 02/27/25 — 7:35AM —

Sales Representative(s):

BAKER, RYAN

STARBUCK, KATHY

QUOTE TOTAL: \$104,370.00

D&M INTERIORS

309 Allegiance Court

Appleton, WI 54913

Ph(920) 788-5066

Fax(920) 788-2034

TO: Village of Kimberly**ATTN:** Anna Huber**PROJECT: Flooring****LOCATION: Library****We purpose to install & furnish the following:****Library**

Mohawk First one up II 22 oz carpet tile	\$ 38,498.88
Removal of existing flooring	\$ 9,139.20
prep	\$ 5,712.00
Install	\$ 10,281.60
4" vinyl base	\$ 2,244.00
moving of book shelves including rental of equipment	<u>\$ 11,160.00</u>
Total	\$ 77,035.68

Customer to move all computers

QUOTE GOOD FOR 30 DAYS

By: Dave Braun**Date:** 2/27/2025



**309 Allegiance Court
Appleton, WI 54913
(Corner of Hwys. N & 41)**

(920) 788-5066

www.DandMinteriors.com

D&M relevant Experience:

Little Chute public Library

Neenah public Library

D&M warranties their work for two years after installation

References:

Dave Wilcox Facilities Supervisor Appleton schools 920-419-7292

Dave Neuman Facilities Superintendent Village of Little Chute 920-358-4675

TJ Utschig Owner Utschig Inc 920-209-1194

First One Up II

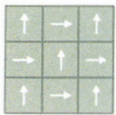
Product Being Quoted

Overview

Feature	Description
Collection	First One Up II
Style	First One Up II (BT443)
Product Type	Carpet Tile
Size	24 in x 24 in
Construction	Tufted
Surface Appearance	Textured Patterned Loop
Fiber	ColorStrand® Nylon
Dye Method	Solution Dyed
Stain Release Technology	EcoSentry Plus Stain Protection
Soil Release Technology	EcoSentry Soil Protection
Backing	Ecoflex Nxt
Pile Weight	22 oz/yd ² (746 g/m ²)
Gauge	1/12 (47.00 rows per 10 cm)
Stitches per Inch	9.73 (38.3 per 10cm)
Pile Thickness	0.088
Installation	Glue Down, FlexLok
Installation Method	Quarter Turn, Vertical Ashlar, Brick Ashlar, Monolithic, Multi Directional
Recommended Adhesive	Enpress, M700 Plus, FlexLok+ Tabs, Total Bond



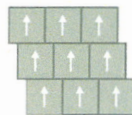
Recommended Installation Methods



Quarter Turn



Vertical Ashlar



Brick Ashlar

Warranties

Lifetime Limited Carpet Tile Warranty, Lifetime Limited Colorfastness to Light, 10 Year Limited Colorfastness to Atmospheric Contaminants, 10 Year Limited Stain Warranty, Lifetime Static



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2025

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

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

PRODUCER	CONTACT NAME: Jenny Rollo
Van Dyn Hoven Insurance	PHONE (A/C, No, Ext): (920)788-3530
1819 Freedom Road, PO Box 244	FAX (A/C, No): (920)788-5946
Little Chute, WI 54140	E-MAIL ADDRESS: jenny@vdhinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Motorists Insurance
	INSURER B : Encova Insurance
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES

CERTIFICATE NUMBER: 00003999-0

REVISION NUMBER: 585

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		5000023254	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		5000023254	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		5000023609	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	WCB1030404	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Contractors E & O		5000023254	1/1/2025	1/1/2026	100,000
A	Pollution		5000023254	1/1/2025	1/1/2026	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jenny Rollo

(JEN)

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320 South Military Avenue, Green Bay, WI 54303 | P.O. Box 11387, Green Bay, WI 54307
Phone: 920-494-3461 | Fax: 920-494-4177 | Website: www.hjmartin.com

Residential Flooring | Shower Doors | Floorcare | Tiled Showers | Backsplashes | Accent Walls
Commercial Glass & Glazing | Walls & Ceilings | Flooring | Millwork Installation | Doors & Hardware | Floorcare
National Retail Solutions Construction Management | New Store Fixture Installation | Remodels & Rollouts
Casework Installation | Merchandising | Concrete Polishing

BID NUMBER: 12843MR
Job Name: Kimberly Public Library **Date:** 2-28-2025
Job Location: Kimberly
Company: Direct **Attention:** Anna Huber
Phone: 920-788-7507 **Email:** ahuber@vokimberlywi.gov

We propose the following:

Remove existing carpet and adhesives. Furnish and install new carpet tile, walk off carpet tile and 4" vinyl cove base

For the sum of: \$57,570.00

Inclusions and Qualifications:

- Tax exempt status assumed
- Materials based on allowance. Final selections to be made once awarded
- Dumpster
- Library carts will be provided for owner to remove books from shelves

Exclusions:

- Moisture mitigation system
- Excessive floor preparation and leveling
- Final cleaning, sealing tile/grout, waxing and floor protection of finished floors

Notes:

- Moisture testing will be done per manufacturer's requirements. Installation of flooring materials cannot proceed until site conditions are acceptable and moisture levels are within allowable ranges.
- An intact moisture vapor barrier must be present under concrete slabs to receive finished flooring. If presence of vapor barrier is unknown, areas should have moisture mitigation system installed to guard against future moisture related failure. Mitigation price is not included above but can be provided upon request.
- General contractor to provide sub floor in compliance within tolerance also to be free of cracks, ridges, depression and foreign material that might interfere with installation of flooring material.
- Assumes work will take place during normal business hours (Monday – Friday)

Pricing expires after 30 calendar days. If this contract is acceptable, sign below and return within 30 days of its date. Upon acceptance, this agreement is a binding contract. No merchandise may be returned for credit without prior written approval, and, will be subject to a 20% handling charge. Payments using a credit card may be subject to a 3.5% fee. No credit will be allowed on claims of error or shortage unless reported immediately. Unpaid invoices are subject to a 1.5% service charge with an annual rate of 18%. This agreement includes Additional Terms and Conditions set forth on its face or subsequent side. Terms of Payment: **Net 15 days.**

Proposed By: Matt Rohloff **Phone:** 321-3415 **Email:** m.rohloff@hjmartin.com
Accepted By: _____ **Date:** _____

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

1. GENERAL. All sales of H. J. Martin & Son, Inc. (hereafter "Company") are subject to the following terms and conditions. Company objects to the inclusion of any different and/or additional terms proposed by Purchaser. Unless Company accepts any such different terms and/or additional terms in writing, Purchaser's acceptance of Company's delivery of labor and/or materials shall conclusively constitute Purchaser's acceptance of Company's terms and conditions herein.
2. FORCE MAJEURE. Company shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including, but not limited to, armed conflict or economic dislocation resulting therefrom; embargoes; shortages of labor, raw materials, production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities (including priorities and allocations); fire, flood, storm, accident or any act of God, or other causes beyond Company's control.
3. SECURITY OF MATERIALS. Purchaser will receive, and properly protect from all damage and loss, the materials necessary for carrying out this contract, and allow reasonable use of light, heat, water, power, available elevators, hoists, and other facilities required to further this agreement.
4. PROJECT SITE CONDITIONS. Surfaces on which the materials are to be applied shall be given to Company to work on at one time so that the work will not be interrupted. The surfaces shall be clean, dry, accessible and suitable for receiving our work. All electrical fixtures and other obstructions shall be removed at the expense of the Purchaser. Installations will not be performed at a temperature of less than 60 degrees Fahrenheit for flooring and 55 degrees Fahrenheit for drywall, from time of starting until completion of contract.
5. SPECIFICATIONS AND ALTERATIONS. Company shall not be responsible for any damages or expenses resulting from specifications not conforming to the requirements of the law. No credit or allowance shall be made for alterations, unless such credit or allowances has been agreed to by seller in writing before such alterations are made.
6. LABOR. Expenses of sending labor to the job on Purchaser's notification before surfaces are ready for the application of materials as agreed, or expenses due to any delays for which Purchaser may be responsible during the progress of the work, shall be borne by Purchaser. Work called for herein is to be performed during regular working hours. Overtime rates for all work performed outside such hours, will be paid by Purchaser.
7. INVOICING AND PAYMENT. The terms of payment are specified on the first page herein. Purchaser shall pay all costs of Company, including reasonable attorney's fees and court costs incurred by Company in collection of past due amounts from Purchaser.
8. TAXES. Any sales, excise, processing or any direct tax imposed upon the manufacture, sale or application of materials supplied in accordance with this proposal or any contract based thereon shall be added to the contract price.
9. DAMAGES. Any damage after completion, not caused by Company, will be the sole responsibility of Purchaser. Any expense incurred by Company for insurance or bond to cover liability under any "hold harmless" or "indemnify" clause or clause of a similar nature in any contract, specifications, letter or acceptance notice which in any way requires Company to assume any liability which is not imposed by law shall be paid by Purchaser. Company shall not be responsible for any damages to Purchaser, including compensatory, punitive, consequential, incidental, intentional, nominal or multiple damages.
10. RIGHT AND TITLE TO MERCHANDISE. The title and right of possession of the merchandise sold hereunder shall remain with Company, and such merchandise shall remain personal property until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in full in cash. Purchaser agrees to do all acts necessary to perfect and maintain such security interests and rights in Company.
11. DISCLAIMER OF CONSEQUENTIAL DAMAGES. In no event shall company be liable for consequential damages arising out of or in connection with this agreement, including without limitation, breach of any obligation imposed on Company hereunder or in connection herewith. Consequential damages for purposes hereof shall include, without limitation, loss of use, income or profit, or losses sustained as the result of injury (including death) to any person or loss of or damage to property (including without limitation property handled or processed by the use of product). Buyer shall indemnify Company against all liability, cost or expense which may be sustained by Company on account of any such loss, damage or injury.
12. WARRANTY. Pursuant to the warranty, if any, of a manufacturer, manufacturer's liability is limited to replacing any materials proved to be defective, provided, however, notice of the defective materials has been provided to manufacturer pursuant to any warranty thereof, if any, prior to said defective product being installed or used. The manufacturer's warranty, if any, does not apply to any materials which have been subject to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance or storage), accident, modification or adjustment. All claims made by Purchaser for breach of warranty, either express or implied shall be made within sixty (60) days after completion. There are no representations, promises, warranties, or agreements not expressed set forth herein.
13. CONSTRUCTION LIEN NOTICE. **IN THE EVENT WE ARE THE PRIME CONTRACTOR UNDER SEC. 779.02(2)(a), WIS. STATS., OR, THE SUBCONTRACTOR UNDER SEC. 779.02(2)(b), WIS. STATS., AS REQUIRED BY WISCONSIN CONSTRUCTION LIEN LAW, COMPANY 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 COMPANY, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER. FOR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. COMPANY AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.**
14. GOVERNING LAW, VENUE AND SEVERABILITY. This agreement shall be construed under and in accordance with the laws of the State of Wisconsin. The parties hereby consent to exclusive venue and personal jurisdiction in Brown County, Wisconsin for all disputes arising out of this agreement. If any provision of this agreement is invalid or unenforceable, the invalid or unenforceable provision should not affect any other provisions and this agreement shall be construed as if the invalid or unenforceable provisions have been omitted.

APPLICATION FOR PAYMENT

TO OWNER:
Village of Kimberly
515 W. Kimberly Avenue
Kimberly, WI 54136

FROM CONTRACTOR:
SMA Construction Services
201 W Walnut Street, Ste 301
Green Bay, WI 54303

PROJECT:
Kimberly Street and Parks Dept
Kimberly, WI

ARCHITECT:
Short Elliott Hendrickson Inc.
425 West Water Street, Ste 300
Appleton, WI 54911

APPLICATION #:
7

PERIOD:
03/01/2025-03/31/2025

PROJECT #:
24020

CONTRACT #:
CONTRACT DATE: 07/19/2024

Distribution to:

☐ OWNER

☒ ARCHITECT

☐ GENERAL CONTRACTOR

☐ SUBCONTRACTOR

☐ CONSTRUCTION MNGR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM

\$

9,167,000.00

2. Net change by Change Orders

\$

0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$

9,167,000.00

4. TOTAL COMPLETED & STORED TO DATE (Column G)

\$

3,793,880.00

5. RETAINAGE:

a. 5.0% of Completed Work (Column D + E) (Until 50% complete)

\$

189,694.00

b. 0.0% of Stored Material (Column F)

\$

0.00

Total Retainage (Lines 5a + 5b or Total in Column I)

\$

189,694.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$

3,604,186.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$

2,927,406.00

8. CURRENT PAYMENT DUE

\$

676,780.00


9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less 6)

\$

5,562,814.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Contractor		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from Contractor and that current payment shown herein is now due.



Signature

4/3/2025
Date

State of: WI

County of: Brown

Subscribed and sworn to before me this 3rd day of April 2025

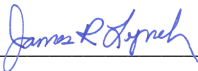
Notary Public: 

My Commission expires: June 22, 2026

Architect's Certification for Payment

To the best of the architect's knowledge, the architect certifies to the owner the amounts contained within this payment application are just and reasonable. Work is in accordance with the Contract Documents and progress is as indicated. Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED..... \$ 676,780.00

ARCHITECT: 

By: _____ Date: 4-4-25

CONTINUATION SHEET									
						APPLICATION NO:		7	
						PERIOD:		03/01/2025-03/31/2025	
						CONTRACTOR'S PROJECT NO:		24020	
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Bonds/Insurance/Builders Risk	\$142,400.00	\$142,400.00	\$0.00		\$142,400.00	100%	\$0.00	\$7,120.00
2	Mobilization	\$15,500.00	\$15,500.00	\$0.00		\$15,500.00	100%	\$0.00	\$775.00
3	Demobilization	\$15,500.00	\$0.00	\$0.00		\$0.00	0%	\$15,500.00	\$0.00
4	General Conditions	\$245,400.00	\$62,800.00	\$24,800.00		\$87,600.00	36%	\$157,800.00	\$4,380.00
5	Demolition	\$87,000.00	\$87,000.00	\$0.00		\$87,000.00	100%	\$0.00	\$4,350.00
6	Site Utilities	\$148,700.00	\$0.00	\$0.00		\$0.00	0%	\$148,700.00	\$0.00
7	Asphalt Paving	\$106,800.00	\$0.00	\$0.00		\$0.00	0%	\$106,800.00	\$0.00
8	Earthwork	\$245,000.00	\$209,400.00	\$0.00		\$209,400.00	85%	\$35,600.00	\$10,470.00
9	Fencing	\$117,500.00	\$0.00	\$0.00		\$0.00	0%	\$117,500.00	\$0.00
10	Landscaping	\$13,200.00	\$0.00	\$0.00		\$0.00	0%	\$13,200.00	\$0.00
11	Building Concrete - Material	\$102,300.00	\$97,600.00	\$4,700.00		\$102,300.00	100%	\$0.00	\$5,115.00
12	Building Concrete - Labor	\$228,500.00	\$217,600.00	\$10,900.00		\$228,500.00	100%	\$0.00	\$11,425.00
13	Concrete Slabs - Material	\$137,500.00	\$0.00	\$0.00		\$0.00	0%	\$137,500.00	\$0.00
14	Concrete Slabs - Labor	\$67,500.00	\$0.00	\$0.00		\$0.00	0%	\$67,500.00	\$0.00
15	Concrete Reinforcing - Material	\$82,300.00	\$82,300.00	\$0.00		\$82,300.00	100%	\$0.00	\$4,115.00
16	Site Concrete	\$135,000.00	\$0.00	\$0.00		\$0.00	0%	\$135,000.00	\$0.00
17	Precast - Shop Drawings/Engineering	\$47,500.00	\$47,500.00	\$0.00		\$47,500.00	100%	\$0.00	\$2,375.00
18	Precast - Material/Delivery	\$895,600.00	\$895,600.00	\$0.00		\$895,600.00	100%	\$0.00	\$44,780.00
19	Precast - Erection/Finish	\$283,600.00	\$178,400.00	\$75,800.00		\$254,200.00	90%	\$29,400.00	\$12,710.00
20	Masonry - Materials	\$104,400.00	\$83,700.00	\$0.00		\$83,700.00	80%	\$20,700.00	\$4,185.00
21	Masonry - Labor	\$137,600.00	\$96,500.00	\$0.00		\$96,500.00	70%	\$41,100.00	\$4,825.00
22	Structural Steel - Materials	\$218,100.00	\$196,500.00	\$21,600.00		\$218,100.00	100%	\$0.00	\$10,905.00
23	Steel Joists/Decking - Materials	\$275,200.00	\$0.00	\$275,200.00		\$275,200.00	100%	\$0.00	\$13,760.00
24	Misc Steel - Materials	\$78,100.00	\$7,800.00	\$0.00		\$7,800.00	10%	\$70,300.00	\$390.00
25	Steel Installation	\$169,700.00	\$8,500.00	\$76,400.00		\$84,900.00	50%	\$84,800.00	\$4,245.00
26	Carpentry - Material	\$97,400.00	\$9,700.00	\$0.00		\$9,700.00	10%	\$87,700.00	\$485.00
27	Carpentry - Labor	\$93,400.00	\$0.00	\$0.00		\$0.00	0%	\$93,400.00	\$0.00
28	Casework - Materials	\$69,600.00	\$0.00	\$0.00		\$0.00	0%	\$69,600.00	\$0.00
29	Insulation/Air Barrier/Caulking	\$49,500.00	\$0.00	\$0.00		\$0.00	0%	\$49,500.00	\$0.00
30	Roofing - Materials	\$454,800.00	\$0.00	\$0.00		\$0.00	0%	\$454,800.00	\$0.00
31	Roofing - Labor	\$302,300.00	\$0.00	\$0.00		\$0.00	0%	\$302,300.00	\$0.00
32	Metal Wall Panels	\$91,400.00	\$30,000.00	\$0.00		\$30,000.00	33%	\$61,400.00	\$1,500.00

CONTINUATION SHEET									
						APPLICATION NO:		7	
							PERIOD:	03/01/2025-03/31/2025	
						CONTRACTOR'S PROJECT NO:		24020	
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
33	Doors/Frames/Hardware	\$90,500.00	\$9,050.00	\$0.00		\$9,050.00	10%	\$81,450.00	\$452.50
34	Overhead Doors	\$123,900.00	\$0.00	\$0.00		\$0.00	0%	\$123,900.00	\$0.00
35	Aluminum/Glazing - Material	\$97,600.00	\$15,000.00	\$0.00		\$15,000.00	15%	\$82,600.00	\$750.00
36	Aluminum/Glazing - Labor	\$81,800.00	\$0.00	\$0.00		\$0.00	0%	\$81,800.00	\$0.00
37	Gypsum Board Assemblies - Material	\$81,600.00	\$0.00	\$26,800.00		\$26,800.00	33%	\$54,800.00	\$1,340.00
38	Gypsum Board Assemblies - Labor	\$115,700.00	\$0.00	\$24,500.00		\$24,500.00	21%	\$91,200.00	\$1,225.00
39	Acoustical Ceilings	\$31,900.00	\$0.00	\$0.00		\$0.00	0%	\$31,900.00	\$0.00
40	Flooring - Materials	\$48,500.00	\$36,000.00	\$0.00		\$36,000.00	74%	\$12,500.00	\$1,800.00
41	Flooring - Labor	\$32,300.00	\$0.00	\$0.00		\$0.00	0%	\$32,300.00	\$0.00
42	Painting - Material	\$45,300.00	\$0.00	\$0.00		\$0.00	0%	\$45,300.00	\$0.00
43	Painting - Labor	\$113,500.00	\$0.00	\$0.00		\$0.00	0%	\$113,500.00	\$0.00
44	Division 10 Materials	\$25,600.00	\$0.00	\$0.00		\$0.00	0%	\$25,600.00	\$0.00
45	Metal Lockers	\$17,000.00	\$0.00	\$0.00		\$0.00	0%	\$17,000.00	\$0.00
46	Window Blinds	\$8,800.00	\$0.00	\$0.00		\$0.00	0%	\$8,800.00	\$0.00
47	Fire Protection Shop Dwgs/Engineering	\$9,500.00	\$9,500.00	\$0.00		\$9,500.00	100%	\$0.00	\$475.00
48	Fire Protection - Material	\$48,400.00	\$0.00	\$0.00		\$0.00	0%	\$48,400.00	\$0.00
49	Fire Protection Labor	\$41,600.00	\$0.00	\$0.00		\$0.00	0%	\$41,600.00	\$0.00
50	Plumbing Underground	\$102,600.00	\$15,200.00	\$2,000.00		\$17,200.00	17%	\$85,400.00	\$860.00
51	Plumbing Rough-In Labor	\$205,300.00	\$11,000.00	\$2,000.00		\$13,000.00	6%	\$192,300.00	\$650.00
52	Plumbing Rough-In Materials	\$215,100.00	\$28,200.00	\$1,000.00		\$29,200.00	14%	\$185,900.00	\$1,460.00
53	Plumbing Finishes Labor	\$46,500.00	\$0.00	\$0.00		\$0.00	0%	\$46,500.00	\$0.00
54	Plumbing Fixture/Equip Materials	\$185,200.00	\$38,400.00	\$84,000.00		\$122,400.00	66%	\$62,800.00	\$6,120.00
55	Plumbing Insulation	\$50,800.00	\$0.00	\$0.00		\$0.00	0%	\$50,800.00	\$0.00
56	HVAC Submittals/Mobilize	\$18,300.00	\$18,300.00	\$0.00		\$18,300.00	100%	\$0.00	\$915.00
57	HVAC Equipment - Material	\$347,500.00	\$224,300.00	\$16,000.00		\$240,300.00	69%	\$107,200.00	\$12,015.00
58	HVAC Equipment - Labor	\$35,500.00	\$0.00	\$0.00		\$0.00	0%	\$35,500.00	\$0.00
59	HVAC Piping - Material	\$147,500.00	\$7,600.00	\$0.00		\$7,600.00	5%	\$139,900.00	\$380.00
60	HVAC Piping - Labor	\$185,600.00	\$0.00	\$0.00		\$0.00	0%	\$185,600.00	\$0.00
61	HVAC Sheet Metal - Material	\$83,100.00	\$0.00	\$2,500.00		\$2,500.00	3%	\$80,600.00	\$125.00
62	HVAC Sheet Metal- Labor	\$193,200.00	\$7,400.00	\$3,500.00		\$10,900.00	6%	\$182,300.00	\$545.00
63	HVAC Insulation	\$67,700.00	\$0.00	\$0.00		\$0.00	0%	\$67,700.00	\$0.00

[illegible]



201 W. Walnut St., Ste 301, Green Bay, WI 54303
920-438-3833 phone / 920-438-3837 fax
www.smaconstructionservices.com

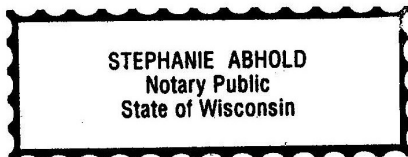
PARTIAL LIEN WAIVER

RE: Project Name: Kimberly Street and Parks Dept
Address: Kimberly, WI
Project Number: 24020

IN CONSIDERATION OF THE SUM OF: (\$676,780.00) Six hundred seventy six thousand seven hundred eighty dollars and zero cents.

The receipt of which is hereby acknowledged, the undersigned does hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the premises described above for and on account of work performed and labor, equipment and or material supplied at or in connection with construction or improvement at the premises described above, THIS WAIVER IS CONDITIONAL UPON ACTUAL PAYMENT OF THE AMOUNT SHOWN ABOVE.

THROUGH DATE: 03/31/2025 SERVICE SUPPLIED: Building Construction



A handwritten signature in black ink, appearing to read 'Mike Abhold', written over a horizontal line.

BY: Michael Abhold
COMPANY NAME: SMA Construction Services, LLC
ADDRESS: 201 W. Walnut St. Ste 301, Green Bay, WI 54303

Subscribed and sworn before me this 3rd day of April, 2025

State of: Wisconsin County of: Brown

A handwritten signature in black ink, appearing to read 'Stephanie Abhold', written over a horizontal line.

Notary Public: Stephanie Abhold

My commission expires: June 22, 2026



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Street & Parks Facility Low Voltage Project Award

REPORT PREPARED BY: Danielle Block, Administrator/DPW

REPORT DATE: April 11, 2025

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report DLB

See additional comments attached _____

EXPLANATION:

As part of the Street & Parks Facility Construction Phase 2, SEH designed a low voltage bid package which includes all the structure cabling for the facility. The project was sent out for public bid and three bids were received. Please see the attached recommendation from Trevor Frank, AIA Architect with SEH. Staff has reviewed the documentation and concurs with the recommendation to award the project to DOTT Communications, Inc. The original budget for the work was estimated at \$100,000.

RECOMMENDED ACTION: Award the Street and Parks Facility Replacement – Low Voltage Project to DOTT Communications, Inc. in the amount of \$48,710.00 funded through 704-5700-001 Capital Project



Building a Better World
for All of Us®

April 11, 2025

RE: Kimberly, WI
Street and Parks Facility Replacement-
Low Voltage Bid Package
SEH No. KIMBV 171196

Ms. Danielle Block
Village of Kimberly
515 W. Kimberly Ave
Kimberly, WI 54136

On Wednesday, April 9, 2025, Three (3) bids were received for the above-referenced project. The bids ranged from the low bid of \$48,710 to the high bid of \$64,436.

The bid documents were structured to ascertain the value of the base bid for the low voltage structured cabling for the Street and Parks facility.

In review of the bids and verbal confirmation with Daniel Ott, president of DOTT communications, it was determined that DOTT communications is qualified to complete the work as designed and specified.

Therefore, it is our recommendation that the Village enter a contract with DOTT Communications, Inc. for a base bid contract in the amount of \$48,710.

In reliance on the materials and information provided by the contractor, we have determined that 1) they met the requirements for pre-qualification as established by the Village of Kimberly; 2) they submitted a complete bid per the instructions to bidders, 3) they have a sufficient understanding of the project and construction materials, means and methods to perform the construction for which it bid; and 4) according to their bonding agent they presently have the financial ability to complete the project as bid.

SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

Sincerely,

Trevor M. Frank, AIA
Architect in WI, AZ, FL, GA, IA, IL, IN, KY, MI, MN, NC, ND, OH, RI, SD, TN, VA

Project Manager

ah

x:\ko\k\kimbv\171196\6-bid-const\award letter\recommendation of award letter.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 425 West Water Street, Suite 300, Appleton, WI 54911-6058

920.380.2800 | 888.413.4214 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



TABULATION OF BIDS

1

2

3

Low Voltage Cabling Village of Kimberly SEH No.: KIMBV 171196 Bid Date: April 9, 2025 at 4:00 p.m.				DOTT COMMUNICATIONS, INC W5801 KRINGLE RD, BLACK CREEK, WI 54106 \$48,710.00		Folske Electrical Services Address City, State Zip \$61,288.00		Faith Technologies, Inc. Address City, State Zip \$64,436.00	
Item No.	Item	Unit	EST. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Lump Sum	LS	1	\$48,710.00	\$48,710.00	\$61,288.00	\$61,288.00	\$64,436.00	\$64,436.00
TOTAL BID PRICE				\$48,710.00		\$61,288.00		\$64,436.00	



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Municipal Complex Parking Lot Maintenance – 2025 Capital Improvement Project CM-25-04

REPORT PREPARED BY: Anna Huber, Deputy Director of Public Works

REPORT DATE: April 4, 2025

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report DLB

See additional comments attached _____

EXPLANATION:

Under the Village's Capital Improvement Plan Project CM-25-04, \$10,000 was budgeted for crack sealing and other maintenance that is needed to prolong the life of the Municipal Complex Parking Lot. Staff requested estimates from three contractors and the bids received were as follows:

Fox Valley Asphalt: \$7,695
Valley Sealcoat: \$8,966
Badgerland Sealing: \$6,580

The estimates received were nearly identical; however, Valley Sealcoat includes a two-year warranty with their service. Given the nature of the required work and the current condition of the parking lot, staff believe that the added protection of a warranty does not justify the additional cost. With that, staff recommend selecting the low bid submitted by Badgerland Sealing.

If approved, the work would be completed in spring of 2025.

RECOMMENDED ACTION: After review staff recommend awarding the 2025 Municipal Complex Parking Lot Maintenance Project to Badgerland Sealing in the amount of \$6,580 funded by the Complex Trust Fund 101-5700-916.



Serving you since 1988

Proposal Fox Valley Asphalt & Maintenance, LLC

7526 State Hwy 76
Neenah, WI 54956
920-722-8222 • Fax 920-722-8277
Dump Truck Dispatch 920-558-4050

www.foxvalleyasphalt.com

PROPOSAL SUBMITTED TO: Village of Kimberly PHONE 920-788-7500 DATE 3/11/25
ADDRESS 515 W. Kimberly Ave. JOB NAME Parking Lot
Kimberly, WI 54136 JOB LOCATION 515 West Kimberly Ave.
Attn: Anna Huber Kimberly, WI

INFRARED ASPHALT REPAIRS:

Complete 4 heats along heaved / cracked area between the 2 parking lots.

HOT RUBBERIZED CRACK SEALING:

Rout **NEW** structural cracks to a 1 to 1 Ratio.

Clean and dry cracks with heat lance. This tool provides 3,000 degree heated compressed air to the crack for preparation.

Seal cracks with hot rubberized crack sealant in accordance with manufacturer's specifications.

Material will meet Fed. Spec. ASTM D 6690, for types 1, 2 & 3.

SEAL COATING:

Complete cleaning of the asphalt's surface.

Apply Spot-X gas and oil pre-sealing treatment to bad oil spots for adhesion.

Application of **TWO** coats of **"Heavy Duty Coal Tar Emulsion Sealer"**. **"Gemseal"** sealer exceeds Federal Specification RP-355E & all asphalt emulsion sealers; with higher solid contents.

Contractor will add 4% Silica Sand & 2% Polymer Additive to produce a safe, non-slip surface with improved durability.

Lay out and re-striping of parking lot, to include all stalls, stencils & curbing.

Our price for this work is: \$ 7,695.00

Property owner is responsible for any permits or fees associated with this project as required by their governing municipality.

ACCEPTANCE OF PROPOSAL AND TERMS & CONDITIONS ON THE REVERSE SIDE

The above prices, specifications and conditions are satisfactory and are hereby accepted. I have read the terms and conditions on the reverse side of this proposal; and you are hereby authorized to do this work as specified. Financing available upon request. If financing is desired; pre-approval must be obtained before any work is started. **This proposal may be withdrawn by us if not accepted within 15 days.**

Please sign and return the WHITE copy along with deposit to Fox Valley Asphalt.

A 50% deposit is required with this signed proposal. \$ _____

A 3% processing fee will be added to all credit card payments.

Per Brad Best Signature _____
Date _____ Signature _____

FINAL PAYMENT ON BALANCE DUE WILL BE MADE IN FULL UPON COMPLETION OF PROJECT.

A service charge of 2% per month (24% annum) to be applied on accounts past due.

Date _____

Badgerland Sealing LLC

W5320 County Road A
Black Creek, Wisconsin 54106
920-997-8116
www.badgerlandsealing.com



RECIPIENT:

Village of Kimberly

515 West Kimberly Avenue
Kimberly, Wisconsin 54136
Phone: 920-850-8035

Quote #3452

Sent on Mar 10, 2025
Required deposit \$3290.00
Quotes are valid for 15 days. Yes

Total \$6,580.00

Product/Service	Description	Qty.	Unit Price	Total
COMMERCIAL SEALCOATING	<ul style="list-style-type: none">- Cleaning of the asphalt surface based on the condition at proposal date. Any new or additional cleaning required will be billed as agreed with owner/manager.- Pre sealing treatment of oil and gas spots where needed.- Apply Brewer Cote asphalt emulsion sealer to surface. 2-Coats- Silica sand and a rubber polymer is added to the sealcoat for a non-slip surface and improved durability. <p>NOTE: Owner/manager is to have all dumpsters, trailers, vehicles, etc. moved/removed prior to arrival. If items are not moved/removed, technicians have been instructed to go around the objects. An additional service charge may be applied for return trips or touch ups due to non-removal.</p>	35917	\$0.12000	\$4,310.00
HOT RUBBERIZED CRACK SEALING	<ul style="list-style-type: none">- Clean and prep cracks where needed.- Seal cracks with hot pour rubberized crack sealer in accordance with manufacturers specifications- Reseal existing cracks that have failed.- Spider cracked/alligatored areas will be filled around.- Material will meet federal specification D3405 for cold climates. <p>NOTE: While our crack sealant is a superior product, it is not invisible and may be noticeable after sealcoating.</p>	800	\$1.00	\$800.00
INFRARED REPAIR	<ul style="list-style-type: none">- Scarify asphalt as needed.- Spray and asphalt rejuvenator, add asphalt, lute and compact.- Each infrared patch will be approximately 5x7 when completed. (35sq.ft.)	3	\$166.66667	\$500.00

Badgerland Sealing LLC

W5320 County Road A
Black Creek, Wisconsin 54106
920-997-8116
www.badgerlandsealing.com



Product/Service	Description	Qty.	Unit Price	Total
LINE STRIPING	- Restripe all existing lines/stencils. - Restripe curbing	1	\$970.00	\$970.00

NOTE: Any changes to the existing layout while the technician is onsite will be billed at the owner's expense.

Total **\$6,580.00**

CONTRACT TERMS

1. COMMERCIAL PROPERTY OWNER agrees to pay CONTRACTOR for said services in (1) installment of total price unless otherwise specified in quote within (fifteen) 15 days after invoice date. Following final scheduled maturity, a Delinquency Charge of 1 ½ % per month (18% per annum) will be assessed on the unpaid balance of the total of payments outstanding as of said maturity date at the expiration of each succeeding 30 day period thereafter.
2. RESIDENTIAL PROPERTY OWNER must pay total balance upon job completion. Failure to pay at the time of service completion will result in a \$25 administration fee.
3. Payment received by credit card transaction will carry an additional 3% per transaction.
4. As required by the Wisconsin Construction Lien Law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have the lien rights on the owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, the owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.
5. In event of commencement of legal action to enforce the terms of this agreement, CONTRACTOR will be entitled to recover all costs of collection, including reasonable attorney fees.
6. CONTRACTOR will perform all construction in a workmanlike manner according to standard practices and all material is guaranteed to be as specified. OWNER shall carry fire, extended coverage, vandalism, and malicious mischief insurance covering CONTRACTOR and its sub-contractors.
7. CONTRACTOR'S obligations hereunder are contingent upon strikes, accidents, delays, or acts of God beyond CONTRACTOR'S control. This agreement shall be binding upon the parties hereto, personal representatives, successors, and assigns.

Signature: _____ Date: _____

**VILLAGE OF KIMBERLY
OUTAGAMIE COUNTY, WISCONSIN
RESOLUTION NUMBER 3, SERIES OF 2025**

**RESOLUTION DESIGNATING CARRY OVER FUNDS FOR THE 2025 VILLAGE
BUDGET**

WHEREAS, the Village of Kimberly has approved the 2025 Village Budget; and

WHEREAS, the Village of Kimberly Board of Trustees desires to carry forward certain 2024 unassigned funds for unfinished projects, underfunded obligations and designated balances for specific projects.

NOW THEREFORE, the Village adopts the following Resolution:

RESOLVED, that the Village Board of Trustees of the Village of Kimberly designates the following funds be assigned to be utilized during the 2025 budget year as designated:

Fund	Project Name	Amount
Park Improvement Trust	Verhagen Park	\$14,340.00
Data Processing Trust	ExpressVote Voting System	\$8,000.00
Library Trust	Future Library Expenses	\$11,561.71
Data Processing Trust	Accounting Services	\$12,600.00
	Total	<u>\$46,501.71</u>

Date introduced, approved and adopted: April 14, 2025.

VILLAGE OF KIMBERLY

Charles A. Kuen, Village President

Jennifer Weyenberg, Village Clerk