



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

**DATE:** Monday, May 5, 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, May 5, 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) Proclamations
  - a) Provider Appreciation Day May 9, 2025
  - b) 56<sup>th</sup> Annual Municipal Clerks Week May 4-10, 2025
- 6) Fox Cities Chamber Regional Partnership Q1 Economic Development Report
- 7) Approve Minutes of the 04/28/2025 meeting
- 8) Unfinished Business
  - a) Award Bid to Remove and Salvage Village's Existing Salt Shed
- 9) New Business for Consideration or Action
  - a) Six-Month Class "B" Fermented Malt Beverage License application for Kimberly Recreation Assoc., Inc. (Agent: Tim Wettstein)
  - b) Kerber Rose, S.C. Professional Services Agreement 2025-2027
- 10) Public Participation
- 11) 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.

12) Possible Action on Closed Session matters

13) Adjournment

**Village Board Virtual Meeting Attendance**

May 5, 2025

5:00 – 5:30 PM (America/Chicago)

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

<https://meet.goto.com/944757397>

You can also dial in using your phone.

Access Code: 944-757-397

United States (Toll Free): 1 877 309 2073

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.



# Proclamation

## Provider Appreciation Day

**WHEREAS**, Child Care Aware® of America and other organizations nationwide are recognizing Child Care Providers on this day; and

**WHEREAS**, the Child Care System supports children's growth, development, and educational advancement and creates a positive economic impact for families and communities; and

**WHEREAS**, Child Care Providers are essential to the health of our communities by fostering welcoming spaces, support working families, and creating positive enriching environments where children can develop lifelong skills; and

**WHEREAS**, Village of Kimberly recognizes that child care has been and continues to be a lifeline for families, communities, and the economy. As such, the Village of Kimberly continues to support the education efforts around the financial challenges for Child Care Providers and the families it supports in the like; and

**WHEREAS**, Village of Kimberly recognizes that our community benefits from comprehensive, well-resourced Child Care Resource & Referral (CCR&R) organizations to build the supply and quality of child care and support Child Care Providers through coaching, mentoring, and technical assistance; and

**WHEREAS**, support for affordable, accessible high-quality child care represents a worthy commitment to help families work, support children's healthy development and learning, and keep our economy growing.

**NOW, THEREFORE**, I, President Charles A. Kuen, President of the Village of Kimberly, hereby proclaim May 9, 2025, as Provider Appreciation Day in the Village of Kimberly, Wisconsin and urge all citizens to recognize Child Care Providers for their important work, and how valuable they are for our communities.

*Dated* this 9<sup>th</sup> day of May, 2025.

President Charles A. Kuen



# 56<sup>th</sup> Annual Municipal Clerks Week Proclamation

May 4 -10, 2025

*Whereas*, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

*Whereas*, the Office of the Professional Municipal Clerk is the oldest among public servants, and

*Whereas*, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

*Whereas*, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and

*Whereas*, the Professional Municipal Clerk serves as the information center on functions of local government and community, and

*Whereas*, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations, and

*Whereas*, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

*Now, therefore, I*, President Chuck Kuen, President of the Village of Kimberly, do hereby proclaim the week of May 4 through 10, 2025, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Jennifer Weyenberg and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

*Dated* this 5<sup>th</sup> day of May, 2025.

President Chuck Kuen



## Q1 2025 Economic Development Report



**FOX CITIES CHAMBER**  
REGIONAL PARTNERSHIP



**NATIONAL  
CHAMBER  
OF THE YEAR**

## The latest news and events

### Congratulations to Lifetime Achievement award recipients



The Chamber's "Celebrate 2025" recognized individual lifetime achievements of business and community leaders. This year's recipients (left to right) are: **John Hogarty, Bergstrom Corporation**, Gus A. Zuehlke Distinguished Service Award; **Paul Schrode**, Chamber Legacy Award; **Colleen Dicus-Johnson, Network Health**, ATHENA Leadership Award; **John Schmidt**, US Venture, Business Leader Hall of Fame; and **Richard Parks, Modern Woodmen of America**, Joyce Bytof Exceptional Mentor Award.

### Media partnership helps spotlight member businesses

The Fox Cities Chamber and **WFRV-TV Local 5 Live** have an ongoing partnership that gives us a segment on their daily morning show twice a month. We always bring a member guest, to share their story, and in Q1 we showcased: Richard Parks, **Modern Woodmen of America**; Member Ribbon Cutting updates; Jill Dolan, a teacher from **Fox Valley Lutheran School**; Steve Zich, **Capital Credit Union**; Austin Hammond, **Mayor of Menasha**; and Nikki Kucharski, **Tattoo Noire Private Studio**.

### Chamber launches region's first AI Business Summit

The Chamber, in partnership with presenting sponsor **Miron**, is holding a day-long AI Business Summit on Wednesday, November 5 from 8 a.m. – 3:30 p.m. at the Hilton Paper Valley in Appleton. This is a premier event for businesses, innovators, and professionals looking to explore the power of artificial intelligence in the workplace. This one-day event brings together industry experts, thought leaders, and cutting-edge businesses to discuss practical AI applications, emerging trends, and real-world case studies that are shaping the future.

Designed for businesses of all sizes and at all stages of their AI journey, the program starts and concludes with engaging keynotes and offers several breakout sessions in between.

Early bird pricing is available now through September 10 for \$175 (Fox Cities Chamber members) and \$195 (non-members). Everyone who purchases an early bird ticket will be entered in a drawing to win AI-related prizes. Team discounts are also available – save \$20 per ticket when purchasing 6 or more. Click [here](#) to learn more and register.



*The Chamber's AI Business Summit opening keynote is national futurist **Rebecca Ryan, APF, FRSA**, who will speak on "The Human Edge: Navigating AI's Uneven Revolution in Business."*

*On the cover: Top left, Business after Hours; Right, Excellence in Education Awards; Bottom, Member Ribbon Cutting.*



## Q1 Program and Event Updates

In addition to Celebrate 2025, the Chamber held two other signature events in Q1 that align with its mission of economic development:

### **Economic Outlook Lunch:**

The “Bowtie Economist” Elliot Eisenberg delivered his popular annual address on macro- and micro-economic issues to the Fox Cities business community on February 11, at our annual Economic Outlook Lunch.

### **Excellence in Education Shining Star Awards:**

This tradition honors the work of local educators and has become a signature Chamber celebration. The 2025 recipients, chosen from 250 nominees, were honored at a dinner on March 13 that was emceed by WFRV’s Lisa Malak and Millaine Wells. Honorees were:



- **Karissa Ring, Johnston Elementary**
- **Tracy Larson, Freedom Elementary**
- **Eugene Wall, Little Chute High School**
- **Jennie Gries, Park Community Charter School**
- **Penny Kurkiewicz, Freedom Elementary**
- **Sarah Heezen, Freedom High School**
- **Jill Dolan, Fox Valley Lutheran**
- **Kate Dickinson, Neenah Joint School District**
- **Kyle Dunphy, Kaukauna High School**
- **Jillian Prah, Hortonville Area School District**

### **Other:**

Other Fox Cities Chamber events and programs held this quarter include Morning Mingle, Fox Talks Seminar Series, member ribbon cuttings, ongoing Leadership Fox Cities and Leader Lab classes, and Business After Hours.

## Fox Cities Chamber recognized for its impact

The **Fox Cities Chamber** has been recognized as the “Most Impactful Chamber in Wisconsin” by *FDI Insider*, a leading international business publication. The Chamber was honored for its community engagement and innovation, with primary focus on its Connect Free membership.

“This recognition affirms the strength of our Chamber and members, as we partner together to drive economic growth and prosperity for the region,” said Chamber President and CEO Becky Bartoszek. “It reflects the intentional work we’ve done to break down barriers, engage the entire business community—especially our smallest employers—and lead with bold, member-focused innovation.”



# Business Attraction and Retention

## FCCRP by the Numbers - Q1 2025

**Connect Free Memberships** - 67 Fox Cities small businesses joined the Chamber at its Connect Free level in Q1. To date, 821 small businesses have taken advantage of this unique free membership opportunity.

**YP Memberships** - Membership in PULSE Young Professionals grew by 49 in the first quarter. Year-to-date there are 818 individual members. First quarter programming for young professionals included Coffee & Conversation, Axe Throwing, Networking Blitz, Volunteering at Feeding America, Parenting Group, Lunch 'n Learn, Cocktails and Conversation, Restaurant Club, and Night at the Museum.

**Employee Friendly Workplace: VT Industries** was recognized as a Gold Level Employee Friendly Workplace featuring, bringing the total number of certified companies to 22. Additional congratulations go to **Capital Credit Union**, who moved from Gold to the Platinum Level in January!

**Business Support:** The Chamber held Business After Hours at three member businesses in the first quarter, providing the opportunity to showcase their company: **Ballard Glenn, Casper's Truck Equipment**, and **OSMS**. Additionally, business milestone ribbon cuttings were held at **Galloway** and **VPI**.

**Local Economic Development Support:** Fox Cities Chamber Regional Partnership staff participated in the following economic development initiatives in Q1:

- **Wisconsin Economic Development Association** (WEDA) Governor's Conference at the Hyatt Regency Milwaukee
- **Governor's Roundtable Discussion** at the Menasha Public Library to discuss key issues facing the Fox Cities
- Joint Finance Meeting at the newly renovated **Appleton Public Library** to discuss issues with members of the Wisconsin Joint Finance Committee
- **Plan Appleton** meetings to develop the Appleton Comprehensive Plan
- **Wisconsin Chamber of Commerce Executives** (WCCE) spring training session for chambers to connect and learn best practices
- **North East Wisconsin Regional Economic Partnership** (NEWREP) Monthly meeting. NEWREP is a non-profit organization committed to promoting and fostering economic development throughout the Northeast Wisconsin region
- **FCEDP** monthly meeting
- We also provided organization of temporary business signage to aid businesses along Ballard Road in North Appleton during the reconstruction of the Ballard Road interchange.



**Questions or interested in setting up a free Business Retention & Expansion consultation?**

Contact Jack Herkowski,  
Manager of Economic  
Development, Fox Cities  
Chamber Regional  
Partnership  
jherkowski@foxcc.net

**Find us online**

[FoxCitiesRegion.com](https://www.FoxCitiesRegion.com)



**VILLAGE OF KIMBERLY  
BOARD MEETING MINUTES  
04/28/2025**

A meeting of the Kimberly Village Board was called to order on Monday, April 28, 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, and Dave Hietpas  
Board Excused: Trustees Tom Gaffney and Mike Hruzek  
Staff Present: Clerk-Treasurer Jennifer Weyenberg, Administrator/Director of Public Works Danielle Block

**President's Remarks**

None

**Approval of Minutes from the 04-21-2025 Meeting**

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

**Public Participation**

None

**Closed Session**

Trustee Trentlage moved, Trustee Hammen seconded the motion to enter closed session 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. Motion carried by unanimous vote of the board at 5:02pm.

Trustee Hammen moved, Trustee Trentlage seconded the motion to reconvene into open session. Motion carried by unanimous vote of the board at 5:38pm.

No action was taken on closed session matters.

**Adjournment**

Trustee Hammen moved, Trustee Karner seconded the motion to adjourn. Motion carried by unanimous vote of the board at 5:39pm.

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Jennifer Weyenberg  
Village Clerk-Treasurer

Dated 04/28/25

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



## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION:** Bid Award – Public Works Salt Shed Removal and Disposal

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

**REPORT DATE:** May 5, 2025

**ADMINISTRATOR'S REVIEW / COMMENTS:**

No additional comments to this report DLB

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

**EXPLANATION:**

As previously discussed during, the Village's existing salt shed has reached the end of its useful life and is scheduled to be replaced in the fall of 2025 as part of the broader Municipal Services Center (Streets and Park) building project.

To prepare for this work, the Village solicited bids from qualified contractors for the removal and disposal of the existing salt shed. Five contractors were contacted, and we received two formal bids:

- **Gene Frederickson Trucking and Excavating** – \$25,680.00
- **M.S. Concrete** – \$52,214.40

After reviewing both proposals, staff recommend awarding the demolition contract to Gene Frederickson Trucking and Excavating. Their bid is the lower of the two received, meet the insurance requirements and they have a strong reputation in the area.

**RECOMMENDED ACTION:** Award the Salt Shed Removal and Disposal to Gene Frederickson Trucking and Excavating in the amount of \$25,680.00 funded through the 704 Capital Projects Account and bond proceeds.

**Gene  
Frederickson  
Trucking & Excavating, Inc.**

4450 Fieldcrest Drive  
Kaukauna, WI 54130  
Ph 920-766-1100 Fax 920-766-3788

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## **Proposal**

April 29, 2025

Village of Kimberly  
Attn: Danielle Block  
Village Administrator/Director Public Works  
515 West Kimberly Ave  
Kimberly, WI 54136

Project: Complete Razing services of the Salt Shed Structure located at 426 W Kimberly Ave

*Description:*

1. Contact Diggers Hotline to mark all public utilities (owner responsible to have any power or gas services abandoned before demolition begins)
2. Raze the above listed structure in its entirety
3. Load, haul and dispose of debris at a state approved facility
4. Remove asphalt/concrete floor, and foundations to 12" below grade
5. Backfill any voids left from removal with crushed stone backfill material and final grade the area to enhance drainage

**Total: \$25,680.00**

*Exclusions:* Asbestos inspection or abatement • Erosion control plan • Costs associated with unforeseen underground utilities or underground storage tanks • Excavation, disposal or handling of contaminated or hazardous materials • Site restoration other than rough grade • No sidewalk repair or replacement • No topsoil placement • No removal of existing storm sewers (storm sewers to be kept in use) • Anything not specifically stated in this proposal

Gene Frederickson Trucking & Excavating, Inc. makes every effort to salvage, recycle or sell all items and materials of value; that scrap value was taken into consideration when preparing this proposal so Gene Frederickson Trucking & Excavating, Inc. becomes the sole owner of the building and its contents at the signing of this proposal

Gene Frederickson Trucking & Excavating, Inc. thanks you for the opportunity to be of service. Please feel free to visit our website at: [www.gftexc.com](http://www.gftexc.com).

This Proposal includes all sales tax.

Sincerely,

Grant Fulcer

Estimator/Project Manager

Ph: 920-766-1100

[grant@gftexc.com](mailto:grant@gftexc.com)

CONTAMINATION CLAUSE

No allowance has been made for the encounter of any hazardous or contaminated material. Owner shall accept all responsibilities for, and cost of, any and all special testing, monitoring and hauling to an approved landfill, or any other problems whatsoever that may arise with respect to contaminated or hazardous material. Owner shall obtain permission from the landfill owner to deposit contaminated and hazardous materials in the landfill. Any landfill fee required for the deposition of contaminated and hazardous materials shall be borne by owner.

Owner shall defend, indemnify and hold Gene Frederickson Trucking & Excavating, Inc., harmless with respect to any and all liability whatsoever related to any materials excavated and or hauled by Gene Frederickson Trucking & Excavating, Inc., from the job location, which are determined at any time to have been contaminated or hazardous in any way whatsoever.

SOIL COMPACTION TESTING

No allowance has been made for the cost of soil compaction testing unless specifically stated in our proposal. Owner shall pay all such costs incurred.

DEWATERING COSTS

No allowance has been made for the cost of any de-watering unless specifically stated in our proposal. Owner shall pay all such costs incurred.

UNDERGROUND OBSTRUCTIONS

No allowance has been made for the cost of the encounter of any underground obstructions including rock, utilities or any other material or item unless specifically stated in our proposal. Owner shall pay all such costs incurred.

LIEN RIGHTS NOTICE

**TO OWNER IF GENE FREDERICKSON TRUCKING & EXCAVATING, INC.  
IS PRIME CONTRACTOR:**

“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 lien rights on owner’s land and building 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, 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 the mortgage lender, if any. Builder agrees to cooperate with the owner and the owner’s lender, if any, to see that all potential lien claimants are duly paid.”

**FUEL, OIL, LUBRICANT AND MATERIAL SURCHARGES may be added if supplier pricing increases significantly from the time of contract origination.**

We proposed hereby to furnish material and labor - complete in accordance with above specifications - for the sum of:

All material is guaranteed to be as specific. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner/contractor to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman’s compensation insurance. Owner/contractor agrees to pay a finance charge of 1 ½% per month on any of our invoices unpaid after 10 days from date of receipt. This proposal is subject to the lien terms contained on the reverse side.

Authorizes Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: \_\_\_\_\_ Date of Acceptance: \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

M.S. Concrete LLC  
910 Grignon Street  
Kaukauna, WI 54130

# ESTIMATE

Village of Kimberly  
Salt Shed Demolition

Estimate # 0000217

Estimate Date 04/29/2025

Item	Description	Unit Price	Quantity	Amount
Service	Raze and remove all demolition materials from property and dispose of. 24x84 Salt Shed.	33566.40	1.00	33,566.40
Service	Remove all concrete floor and foundation for Salt Shed. Install topsoil and grass.	18648.00	1.00	18,648.00
<u>NOTES:</u> Salt Shed Demolition				
				Subtotal 52,214.40
				Total 52,214.40
				Amount Paid 0.00
				Estimate \$52,214.40



**VILLAGE OF KIMBERLY**  
**OFFICIAL NOTICE**

Notice is hereby given that the following organization has given application for a Class “B” Fermented Malt Beverage License in the Village of Kimberly, the granting of which is now pending Village Board approval.

**Six Month Class “B” Fermented Malt Beverage License**  
**May 15, 2025 – November 15, 2025**

**Name & Agent**

Kimberly Recreation Assoc., Inc.  
Tim Wettstein, Agent  
528 S Railroad St, Kimberly

**Location**

800 W Kimberly Ave (Sunset Park)

Jennifer Weyenberg, WCMC  
Clerk-Treasurer



## Village of Kimberly REQUEST FOR BOARD CONSIDERATION

**ITEM DESCRIPTION:** Kerber Rose, S.C. Professional Services Agreement 2025-2027

**REPORT PREPARED BY:** Danielle Block, Administrator/DPW

**REPORT DATE:** May 5, 2025

**ADMINISTRATOR'S REVIEW / COMMENTS:**

**No additional comments to this report** DLB

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

**EXPLANATION:**

In 2022, the Village Board authorized a professional services agreement with Kerber Rose for government certified professional accounting services. These services assist with cash flow management/budgeting, analysis of budget to actual expenses, journal entries, adjustments to accounts and final preparation for the annual audit/public service commission reporting/Form C with the Wisconsin Department of Revenue. The number of hours per month is approximately 20-25, dependent on time of year.

This agreement defines the current workflow and needs of the Village, as well as the level of involvement. The pricing includes an annual escalator of approximately 5%. There is an option to modify the agreement at any time (with 60 days notice) by either party.

**RECOMMENDED ACTION:** Approve the Professional Services Agreement for years 2025-2027 with Kerber Rose, S.C. funded by the Central Office Expense Account within the General Fund and TID No. 6 101-5143-200 and 702-5143-200.



April 16, 2025

Kimberly Village Board  
c/o Ms. Danielle Block, Administrator  
and Ms. Jennifer Weyenberg, Clerk Treasurer  
Village of Kimberly  
515 W. Kimberly Avenue  
Kimberly, Wisconsin 54136

We are pleased to confirm our acceptance and understanding of the bronze tier services we are to provide for the Village of Kimberly for the years ended December 31, 2025 - 2027.

You have requested that we perform the following services:

- a. Receipts/Disbursements
  - i. Journal entries for receipts/disbursements not entered by Village Staff
    - 1. Village
    - 2. Water Utility
    - 3. Sewer Utility
    - 4. Stormwater Utility
  - ii. Bank reconciliations
- b. Access
  - i. Phone/Email: Standard 2 business day response
  - ii. Video meeting: 3 business days' notice
  - iii. In-person meeting: 5 business days' notice
- c. Reporting
  - i. Monthly board reporting (not including in person presentations). An in person presentation may be made on an annual basis or as requested for an additional charge. The Village's auditor should be making an annual presentation to review the results of the audit process.
  - ii. Review of budget to actual reports and financial statements at month end.
  - iii. Audit preparation assistance. Preparation of year end entries, workpapers and requested.
  - iv. Reconciliation of year-end trial balance, including posting all required journal entries necessary to tie to supporting documentation and provide auditor with adjusted trial balance.
  - v. Preparation of WI Department of Revenue filings regarding property taxes, including assistance with the January and February tax settlements.

The objective of the preparation portion of our engagement is to—

- Prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you.
- Apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.
- We will conduct our preparation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's Code of Professional Conduct, and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the preparation engagement.
- We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, conclusion, nor provide any assurance on the financial statements.
- Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

The financial statement preparation engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- b. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- c. The prevention and detection of fraud.
- d. To ensure that the Village complies with the laws and regulations applicable to its activities.
- e. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- f. To provide us with—
  - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.

- additional information that we may request from you for the purpose of the preparation engagement.
- unrestricted access to persons within the Village of whom we determine it necessary to make inquiries.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

You are responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping and financial statement preparation. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Greg Pitel, CPA and Nicole Dunbar, CPA are responsible for supervising the engagement or authorizing another individual to supervise.

We estimate that our fees for the bookkeeping services will be based on the services listed above and on a monthly basis for the years ending December 31, 2025 – 2027, \$3,300, \$3,475 and \$3,625, respectively.

You will also be billed for out-of-pocket costs such as report production, word processing, postage, travel, etc., as requested. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

In order to cancel the contract or switch tiers within the fee structure, either party will need to provide notice in writing 60 days prior to the effective cancellation of the services.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

As to claims made by third-parties against either the Village or KerberRose, each party does hereby covenant and agree to indemnify, defend and hold harmless the other party, its appointed boards and commissions, officials, officers, employees, and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind and nature by reason of its acts or omissions occurring in the performance of services or complying with the terms and conditions of this engagement agreement. Nothing in this agreement or in its performance shall be construed to result in any person being the officer, agent, employee or servant of either party when such person, absent of this agreement and the performance thereof, would not in law have had such status. Nothing in the execution of this agreement or in its performance shall be construed to establish a joint venture by the parties hereto. Nothing contained in this Agreement is intended to be a waiver or estoppel of the Village, KerberRose or their insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained in Wis. Stat. §§ 893.80, 893.82, 895.46, 895.52 and 345.05. This provision is not intended to and shall not be interpreted to limit insurance coverage that may be available to the Village or KerberRose.



We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*KerberRose SC*

KerberRose S.C.

Green Bay, Wisconsin

RESPONSE:

This letter correctly sets forth the understanding of the Village of Kimberly.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_