



VILLAGE OF KIMBERLY BOARD MEETING AGENDA

**Monday, August 11, 2025 at 5:00pm
Rick J. Hermus Council Chambers
515 W. Kimberly Ave.
Kimberly, WI 54136**

- 1. Call to Order**
- 2. Roll Call**
- 3. Moment of Silent Reflection, Pledge of Allegiance**
- 4. President's Remarks**
- 5. Approval of August 4, 2025 Meeting Minutes**
- 6. Unfinished Business for Consideration or Action**
 - a. None
- 7. New Business for Consideration or Action**
 - a. Certificate of Payment #6 to MCC, Inc. in the amount of \$22,025.25 for 2023 Grading & Graveling at The Blue Development
 - b. Sunset Park Playground Replacement
 - c. Approve 36-month Workplace Solutions Cooperative Agreement between the Village and Cintas
 - d. CVMIC Insurance- Public Entity Liability Renewal Package
- 8. Public Participation**
- 9. Closed Session**

The village board will meet pursuant to State Statute 19.85(1)(e) to conduct specific public business in which competitive or bargaining reasons require a closed session related to police services and also under 19.85 (1)(c) to discuss an employee's performance review and compensation.

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. Action on Closed Session matters (if any)**
- 11. Adjournment**

Village Board Virtual Meeting Information

August 11, 2025

5:00 – 6:00 PM (America/Chicago)

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

**VILLAGE OF KIMBERLY
BOARD MEETING MINUTES
08/04/2025**

A meeting of the Kimberly Village Board was called to order on Monday, August 4, 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, Marcia Trentlage, Tom Gaffney, Mike Hruzek, Dave Hietpas, and Norb Karner
Board Excused: None
Staff Present: Clerk-Treasurer Jennifer Weyenberg and Administrator/Director of Public Works Danielle Block

President's Remarks

President Kuen stated he anticipated action following closed session which included discussion on operator license denial reviews and the partnership in policing.

Approval of Minutes from the 07-21-2025 Meeting

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

Unfinished Business

None

New Business

None

Public Participation

Resident Jeff Fuller of 322 S Joseph St. spoke about his concerns regarding the intersection at Third St and Railroad St. He feels this intersection needs attention to make it safer for pedestrians and bikers.

Closed Session

Trustee Hammen moved, Trustee Gaffney seconded the motion to enter closed session pursuant to State Statute 19.85(1)(e) to conduct specific public business in which competitive or bargaining reasons require a closed session and under State Statute 19.85(1)(g) to confer with legal counsel related to police services. The board also met pursuant to 19.85(1)(b) to consider the appeal of Operator's License applications which were previously denied. Motion carried by unanimous vote of the board at 5:04pm.

Trustee Hammen moved, Trustee Gaffney seconded the motion to reconvene into open session pursuant to section 19.85(2) of the Wisconsin Statutes for action on closed session matters. Motion carried by unanimous vote of the board at 5:27pm.

Action on Closed Session matters

Trustee Trentlage moved, Trustee Gaffney seconded the motion to reconsider the operator licenses for S. Prieto and J. Witt and reverse the decision to deny these licenses. Motion carried by unanimous vote of the board.

Trustee Karner moved, Trustee Gaffney seconded the motion to direct staff to take steps necessary to begin the termination of the Kimberly-Little Chute Intergovernmental Police Protective Services Agreement by notifying the Village of Little Chute and Fox Valley Metro Police Department of this decision, and begin working with Outagamie County Sheriff's Department to negotiate and secure contract for Law Enforcement Services. Motion carried by roll call vote, 7-0.

President Kuen- aye

Trustee Karner- aye

Trustee Hammen- aye

Trustee Trentlage- aye

Trustee Gaffney- aye

Trustee Hruzek- aye

Trustee Hietpas- aye

Adjournment

Trustee Hammen moved, Trustee Karner seconded the motion to adjourn. Motion carried by unanimous vote of the board at 5:37pm.

Jennifer Weyenberg
Village Clerk-Treasurer

Dated 08/05/25

Drafted by: ELZ

Approved by Village Board: _____



July 22, 2025

Village of Kimberly
Attn: Jennifer Weyenberg, Clerk-Treasurer
Email: jweyenberg@vokimberlywi.gov

Re: Village of Kimberly
2023 Grading & Graveling
The Blue Development
Certificate for Payment #6
McM. No. K0001-09-21-00400.02

Dear Jennifer

Enclosed herewith is Certificate for Payment #6 for the above referenced project. This Certificate is issued to MCC, Inc. in the amount of \$22,025.25 for partial payment for work performed.

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

Respectfully,

McMahon Associates, Inc.

A handwritten signature in black ink, appearing to read "B. Werner".

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

BDW:car

cc: MCC, Inc.

Enclosure: Certificate for Payment #6

CERTIFICATE FOR PAYMENT

VILLAGE OF KIMBERLY
515 W. Kimberly Avenue
Kimberly, WI 54136

Contract No. K0001-09-21-00400.02
Project File No. K0001-09-21-00400.02
Certificate No. Six (6)
Issue Date: July 22, 2025
Project: 2023 Grading & Graveling
The Blue Development

This Is To Certify That, In Accordance With The Contract Documents Dated: April 13, 2023

MCC, INC.
2600 N. Roemer Road
PO Box 1137
Appleton, WI 54912-1137

Is Entitled To Partial Payment For Work Performed Through: July 16, 2025

- ☒ Contractor's Application for Payment Attached
☒ Itemized Cost Breakdown Attached

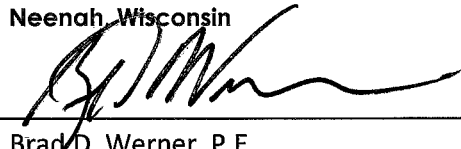
| | |
|-------------------------|------------------------------|
| Original Contract | <u>\$973,079.51</u> |
| Net Change Orders | <u>\$41,945.81</u> |
| Current Contract Amount | <u>\$1,015,025.32</u> |

| | |
|----------------------|----------------------------|
| Completed To Date | <u>\$1,011,465.32</u> |
| Retainage 2.5%* | <u>\$25,286.63</u> |
| Subtotal | <u>\$986,178.69</u> |
| Previously Certified | <u>\$964,153.44</u> |

Amount Due This Payment: \$22,025.25

Please process and forward payment to MCC, Inc.

Certified By:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin


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

CERTIFICATE FOR PAYMENT #6

VILLAGE OF KIMBERLY
2023 Grading & Graveling | The Blue Development
Contract No. K0001-09-21-00400.02

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

MCC, INC.
2600 N. Roemer Road
PO Box 1137
Appleton, WI 54912-1137

STREET GRADING & GRAVELING

| Item | Description | Qty | Unit | Bid Quantities | | Cert-Pay 01 | | Cert-Pay 02 | | Cert-Pay 03 | | Cert-Pay 04 | | Cert-Pay 05 | | Cert-Pay 06 | | Completed To Date | |
|---|---|-------|------|----------------|-------------|-------------|-------------|-------------|------------|-------------|-------------|-------------|--------|-------------|------------|-------------|--------|-------------------|-------------|
| | | | | Unit Price | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total |
| 1. | Mobilization, Insurance, and Bonding | 1 | L.S. | \$20,000.00 | \$20,000.00 | 0.50 | \$10,000.00 | 0.25 | \$5,000.00 | 0.25 | \$5,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$20,000.00 |
| 2. | Common Excavation | 1 | L.S. | \$59,825.00 | \$59,825.00 | 1.00 | \$59,825.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$59,825.00 |
| 3. | Excavation Below Subgrade | 200 | C.Y. | \$13.50 | \$2,700.00 | 882.10 | \$11,908.35 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 882.10 | \$11,908.35 |
| 4. | New Base Aggregate Dense 1-1/4 Inch | 3,250 | TON | \$13.40 | \$43,550.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 |
| 5. | Place 12 Inch Layer of Salvaged Base Course | 4,000 | S.Y. | \$4.20 | \$16,800.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 |
| 6. | Preliminary Grading and Shaping of Street Terraces and Utility Easements (Est. 11,225 S.Y.) | 1 | L.S. | \$4,642.99 | \$4,642.99 | 1.00 | \$4,642.99 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$4,642.99 |
| 7. | Final Grading / Pulverizing / Seeding Terraces and Utility Easements (Est. 11,225 S.Y.) | 1 | L.S. | \$11,116.82 | \$11,116.82 | | \$0.00 | | \$0.00 | 0.50 | \$5,558.41 | | \$0.00 | 0.50 | \$5,558.41 | | \$0.00 | 1.00 | \$11,116.82 |
| 8. | E-Mat Terraces | 4,770 | S.Y. | \$1.15 | \$5,485.50 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 |
| 9. | Grade / Pulverize / Seed / Mulch Private Developed Areas (Est. 37,365 S.Y.) | 1 | L.S. | \$20,560.00 | \$20,560.00 | | \$0.00 | | \$0.00 | 1 | \$20,560.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$20,560.00 |
| 10. | Inlet Protection | 1 | L.S. | \$3,192.00 | \$3,192.00 | 1.00 | \$3,192.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$3,192.00 |
| 11. | Silt Fence | 2,666 | L.F. | \$2.00 | \$5,332.00 | 2,100.00 | \$4,200.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 2,100.00 | \$4,200.00 |
| SUB-TOTAL (Items 1. through 11., Inclusive) | | | | \$193,204.31 | | \$93,768.34 | | \$5,000.00 | | \$31,118.41 | | \$0.00 | | \$5,558.41 | | \$0.00 | | \$135,445.16 | |

PAPERMILL RUN TRAIL

| Item | Description | Qty | Unit | Bid Quantities | | Cert-Pay 01 | | Cert-Pay 02 | | Cert-Pay 03 | | Cert-Pay 04 | | Cert-Pay 05 | | Cert-Pay 06 | | Completed To Date | |
|--|---|--------|------|----------------|--------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|-------------|-------------|-------------|-------------|--------|-------------------|--------------|
| | | | | Unit Price | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total |
| 12. | Mobilization, Insurance, and Bonding | 1 | L.S. | \$20,000.00 | \$20,000.00 | 0.50 | \$10,000.00 | 0.25 | \$5,000.00 | 0.15 | \$3,000.00 | 0.10 | \$2,000.00 | | \$0.00 | | \$0.00 | 1.00 | \$20,000.00 |
| 13. | Clearing and Grubbing (Est. .3 Acres) | 1 | L.S. | \$14,500.00 | \$14,500.00 | 1.00 | \$14,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$14,500.00 |
| 14. | Common Excavation | 1 | L.S. | \$15,500.00 | \$15,500.00 | | \$0.00 | 1 | \$15,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$15,500.00 |
| 15. | Geotechnical Engineer / Letter of Opinion | 1 | L.S. | \$6,325.00 | \$6,325.00 | | \$0.00 | 0.50 | \$3,162.50 | | \$0.00 | | \$0.00 | 0.50 | \$3,162.50 | | \$0.00 | 1.00 | \$6,325.00 |
| 16. | Excavation Below Subgrade | 200 | C.Y. | \$13.50 | \$2,700.00 | | \$0.00 | | \$0.00 | 40 | \$540.00 | | \$0.00 | | \$0.00 | | \$0.00 | 40.00 | \$540.00 |
| 17. | 12 Inch SDR 35 PVC Storm Sewer | 26 | L.F. | \$95.00 | \$2,470.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 |
| 18. | 36 Inch Diameter Storm Catch Basin and Casting | 1 | Ea. | \$3,500.00 | \$3,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 |
| 19. | New Base Aggregate Dense 1-1/4 Inch | 750 | TON | \$14.40 | \$10,800.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 |
| 20. | 6 Inch Layer of Salvaged Base Course | 2,000 | S.Y. | \$2.60 | \$5,200.00 | | \$0.00 | | \$0.00 | 2,000 | \$5,200.00 | | \$0.00 | | \$0.00 | | \$0.00 | 2,000.00 | \$5,200.00 |
| 21. | 5 Inch Thickened Edge Concrete Trail | 4,615 | S.F. | \$6.71 | \$30,966.65 | | \$0.00 | 1,775 | \$11,910.25 | | \$0.00 | 2,840 | \$19,056.40 | | \$0.00 | | \$0.00 | 4,615.00 | \$30,966.65 |
| 22. | 5 Inch Microfiber Concrete Trail | 27,816 | S.F. | \$7.00 | \$194,712.00 | | \$0.00 | 1,080 | \$7,560.00 | 15,126 | \$105,882.00 | 11,610 | \$81,270.00 | | \$0.00 | | \$0.00 | 27,816.00 | \$194,712.00 |
| 23. | Adjustment of Sanitary/Storm Manholes Shown on Plans | 1 | L.S. | \$15,000.00 | \$15,000.00 | | \$0.00 | 1.00 | \$15,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$15,000.00 |
| 24. | 4 Inch Pulverized Topsoil, No-Mow Fescue Seed, Fertilizer and E-Mat (Est. 2,560 S.Y.) | 1 | L.S. | \$5,660.00 | \$5,660.00 | | \$0.00 | | \$0.00 | 1 | \$5,660.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$5,660.00 |
| 25. | 4 Inch Pulverized Topsoil, Seed Mix #4, Fertilizer and E-Mat (Est. 525 S.Y.) | 1 | L.S. | \$1,575.00 | \$1,575.00 | | \$0.00 | | \$0.00 | 1 | \$1,575.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$1,575.00 |
| 26. | 6 Inch Pulverized Topsoil, Rye Seed, and E-Mat (Est. 2,975 S.Y.) | 1 | L.S. | \$28,330.00 | \$28,330.00 | | \$0.00 | | \$0.00 | 0.50 | \$14,165.00 | 0.50 | \$14,165.00 | | \$0.00 | | \$0.00 | 1.00 | \$28,330.00 |
| 27. | Pulverize / Seed / Mulch / Adjacent to Trail Easement (Est. 2,775 S.Y.) | 1 | L.S. | \$5,550.00 | \$5,550.00 | | \$0.00 | | \$0.00 | 0.75 | \$4,162.50 | 0.25 | \$1,387.50 | | \$0.00 | | \$0.00 | 1.00 | \$5,550.00 |
| 28. | Silt Fence | 2,750 | L.F. | \$2.25 | \$6,187.50 | 2,600.00 | \$5,850.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 2,600.00 | \$5,850.00 |
| 29. | Medium Rip Rap | 15 | TON | \$41.00 | \$615.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 |
| 30. | Furnish and Install Trail Railing | 710 | L.F. | \$68.70 | \$48,777.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 710 | \$48,777.00 | | \$0.00 | 710.00 | \$48,777.00 |
| 31. | Install 2' x 2' Limestone | 150 | L.F. | \$52.00 | \$7,800.00 | | \$0.00 | | \$0.00 | 162 | \$8,424.00 | | \$0.00 | | \$0.00 | | \$0.00 | 162.00 | \$8,424.00 |
| SUB-TOTAL (Items 11. through 31., Inclusive) | | | | \$426,168.15 | | \$30,350.00 | | \$58,132.75 | | \$148,608.50 | | \$117,878.90 | | \$51,939.50 | | \$0.00 | | \$406,909.65 | |

CERTIFICATE FOR PAYMENT #6

VILLAGE OF KIMBERLY
2023 Grading & Graveling | The Blue Development
Contract No. K0001-09-21-00400.02

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

MCC, INC.
2600 N. Roemer Road
PO Box 1137
Appleton, WI 54912-1137

POND CONSTRUCTION

| Item | Description | Qty | Unit | Bid Quantities | | Cert-Pay 01 | | Cert-Pay 02 | | Cert-Pay 03 | | Cert-Pay 04 | | Cert-Pay 05 | | Cert-Pay 06 | | Completed To Date | |
|--|--|-------|------|----------------|--------------|--------------|--------|--------------|--------------|--------------|-------------|--------------|-------------|-------------|-------------|-------------|--------|-------------------|--------------|
| | | | | Unit Price | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total |
| 32. | Mobilization, Insurance, and Bonding | 1 | L.S. | \$20,000.00 | \$20,000.00 | | \$0.00 | | \$0.00 | 1 | \$20,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$20,000.00 |
| 33. | Common Excavation | 1 | L.S. | \$150,925.00 | \$150,925.00 | | \$0.00 | 0.75 | \$113,193.75 | 0.25 | \$37,731.25 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$150,925.00 |
| 34. | Haul Contaminated Soils to Outagamie County Landfill | 2,904 | TON | \$7.70 | \$22,360.80 | | \$0.00 | | \$0.00 | 2,904 | \$22,360.80 | 3,369.30 | \$25,943.61 | | \$0.00 | | \$0.00 | 6,273.30 | \$48,304.41 |
| 35. | 24 Inch Clay Liner | 1,800 | S.Y. | \$15.00 | \$27,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1,285 | \$19,275.00 | | \$0.00 | | \$0.00 | 1,285.00 | \$19,275.00 |
| 36. | Geotechnical Engineer / Letter of Opinion | 1 | L.S. | \$8,290.00 | \$8,290.00 | | \$0.00 | | \$0.00 | 0.5 | \$4,145.00 | | \$0.00 | 0.50 | \$4,145.00 | | \$0.00 | 1.00 | \$8,290.00 |
| 37. | 36 Inch Class III RCP Storm Sewer with Joint Ties | 101 | L.F. | \$315.00 | \$31,815.00 | | \$0.00 | 101 | \$31,815.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 101.00 | \$31,815.00 |
| 38. | Slurry Backfill 36 Inch Storm Outfall Per Plan Detail | 1 | L.S. | \$3,000.00 | \$3,000.00 | | \$0.00 | 1 | \$3,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$3,000.00 |
| 39. | 36 Inch RCP Apron Endwall with Trash Guard | 2 | Ea. | \$5,000.00 | \$10,000.00 | | \$0.00 | 2 | \$10,000.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 2.00 | \$10,000.00 |
| 40. | Storm Manhole A | 1 | L.S. | \$9,800.00 | \$9,800.00 | | \$0.00 | 1 | \$9,800.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$9,800.00 |
| 41. | Outlet Structure with Trash Racks | 1 | L.S. | \$20,500.00 | \$20,500.00 | | \$0.00 | 0.50 | \$10,250.00 | | \$0.00 | | \$0.00 | 0.50 | \$10,250.00 | | \$0.00 | 1.00 | \$20,500.00 |
| 42. | Medium Rip Rap | 80 | TON | \$25.00 | \$2,000.00 | | \$0.00 | | \$0.00 | 52.89 | \$1,322.25 | | \$0.00 | | \$0.00 | | \$0.00 | 52.89 | \$1,322.25 |
| 43. | 12 Inch Pulverized Topsoil for Safety Shelf (Est. 1,768 S.Y.) | 1 | L.S. | \$8,615.00 | \$8,615.00 | | \$0.00 | | \$0.00 | 1 | \$8,615.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$8,615.00 |
| 44. | 6 Inch Pulverized Topsoil, Seed, E-mat for Prairie Areas (Est. 4,855 S.Y.) | 1 | L.S. | \$28,665.00 | \$28,665.00 | | \$0.00 | | \$0.00 | 0.75 | \$21,498.75 | 0.25 | \$7,166.25 | | \$0.00 | | \$0.00 | 1.00 | \$28,665.00 |
| 45. | Pulverize Existing Soil / Rye Seed / E-Mat (Est. 3,165 S.Y.) | 1 | L.S. | \$6,500.00 | \$6,500.00 | | \$0.00 | | \$0.00 | 1 | \$6,500.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$6,500.00 |
| 46. | Final Deconsolidation of Safety Shelf Topsoil | 1 | L.S. | \$300.00 | \$300.00 | | \$0.00 | | \$0.00 | 1 | \$300.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$300.00 |
| 47. | Final Deconsolidation of Prairie Area Topsoil | 1 | L.S. | \$550.00 | \$550.00 | | \$0.00 | | \$0.00 | 1 | \$550.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1.00 | \$550.00 |
| 48. | Pond Erosion Control (Est. Silt Fence 1,505 L.F.) | 1 | L.S. | \$3,386.25 | \$3,386.25 | | \$0.00 | | \$0.00 | 0.70 | \$2,370.38 | 0.30 | \$1,015.87 | | \$0.00 | | \$0.00 | 1.00 | \$3,386.25 |
| SUB-TOTAL (Items 32. through 48., Inclusive) | | | | \$353,707.05 | | \$0.00 | | \$178,058.75 | | \$125,393.43 | | \$53,400.73 | | \$14,395.00 | | \$0.00 | | \$371,247.91 | |
| TOTAL CONTRACT | | | | \$973,079.51 | | \$124,118.34 | | \$241,191.50 | | \$305,120.34 | | \$171,279.63 | | \$71,892.91 | | \$0.00 | | \$913,602.72 | |

EXTRA

| Item | Description | Qty | Unit | Bid Quantities | | Cert-Pay 01 | | Cert-Pay 02 | | Cert-Pay 03 | | Cert-Pay 04 | | Cert-Pay 05 | | Cert-Pay 06 | | Completed To Date | |
|--|--|-----|------|----------------|--------|-------------|-------------|-------------|--------|-------------|--------|-------------|--------|-------------|--------|-------------|--------|-------------------|-------------|
| | | | | Unit Price | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total |
| 1.1 | Place 12 Inch Layer of Salvagted Base Course | 0 | S.Y. | \$8.84 | \$0.00 | 8,515.00 | \$75,272.60 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 8,515.00 | \$75,272.60 |
| SUB-TOTAL (Items 32. through 48., Inclusive) | | | | \$0.00 | | \$75,272.60 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$75,272.60 | |

CHANGE ORDERS

| Item | Description | Qty | Unit | Bid Quantities | | Cert-Pay 01 | | Cert-Pay 02 | | Cert-Pay 03 | | Cert-Pay 04 | | Cert-Pay 05 | | Cert-Pay 06 | | Completed To Date | |
|------------------------------|---|-----|------|----------------|-------------|--------------|--------|--------------|--------|--------------|--------|--------------|--------|-------------|--------|-------------|-------------|-------------------|-------------|
| | | | | Unit Price | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total | Qty | Total |
| 1.1 | Final Quantities Adjustment | | | | \$15,795.81 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 |
| 2.1 | Add Railroad Street Rear Yard Drainage Ditch | | | | | | | | | | | | | | | | | | |
| 2.1-1 | Unclassified Excavation (Est. 183 C.Y.) | 1 | L.S. | \$14,630.00 | \$14,630.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1 | \$14,630.00 | 1.00 | \$14,630.00 |
| 2.1-2 | 4 Inch Topsoil WisDOT Seed Mix #30 / Class I Type B E-Mat | 500 | S.Y. | \$10.50 | \$5,250.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 500 | \$5,250.00 | 500.00 | \$5,250.00 |
| 2.1-3 | 8 Inch DR 18 PVC Extension with Apron Endwall | 1 | L.S. | \$2,250.00 | \$2,250.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1 | \$2,250.00 | 1.00 | \$2,250.00 |
| 2.1-4 | Remove Fence Required to Install Item 3 (if needed) | 1 | L.S. | \$460.00 | \$460.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 1 | \$460.00 | 1.00 | \$460.00 |
| 2.1-5 | New 30 Inch Diameter Yard Drain (if needed) | 1 | L.S. | \$3,560.00 | \$3,560.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | 0.00 | \$0.00 |
| CHANGE ORDER TOTAL | | | | \$41,945.81 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$22,590.00 | | \$22,590.00 | |
| TOTAL CONTRACT | | | | \$1,015,025.32 | | \$199,390.94 | | \$241,191.50 | | \$305,120.34 | | \$171,279.63 | | \$71,892.91 | | \$22,590.00 | | \$1,011,465.32 | |
| Completed to Date: | | | | | | \$199,390.94 | | \$241,191.50 | | \$305,120.34 | | \$171,279.63 | | \$71,892.91 | | \$22,590.00 | | \$1,011,465.32 | |
| Retainage: | | | | | | \$9,969.55 | | \$12,059.58 | | \$2,297.85 | | \$0.00 | | \$0.00 | | \$564.75 | | \$25,286.63 | |
| Subtotal: | | | | | | \$189,421.39 | | \$229,131.93 | | \$302,822.49 | | \$171,279.63 | | \$71,892.91 | | \$22,025.25 | | \$986,178.69 | |
| Previous Application: | | | | | | | | | | | | | | | | | | \$964,153.44 | |
| Amount Due This Application: | | | | | | | | | | | | | | | | | | \$22,025.25 | |

**APPLICATION
FOR PAYMENT**

(Owner)

VILLAGE OF KIMBERLY

ATTN: DANIELLE BLOCK: ADMIN / DPW

515 W KIMBERLY AVE

KIMBERLY, WI 54136

PROJECT:

THE BLUE DEVELOPMENT

CONTRACTOR

MCC, Inc.

Contract No.

K0001-09-21-00400.02

Project No.

K0001-09-21-00400.02

Application No.

6

Application Date

07/17/2025

Period From

05/01/2025

07/16/2025

Application Is Made For Payment In Connection With The Above Contract.

The following documents are attached:

- ☐ Schedule Of Values
☐ Schedule Of Unit Prices
☐ Inventory Of Stored Materials

The Present Status Of The Account For This Contract Is As Follows:

| | |
|-------------------------|-----------------------|
| Original Contract | <u>\$973,079.51</u> |
| Net Change Orders | <u>\$41,945.81</u> |
| Current Contract Amount | <u>\$1,015,025.32</u> |

| | |
|------------------------|-----------------------|
| Completed To Date | <u>\$1,011,465.32</u> |
| Retainage <u>2.5</u> % | <u>\$25,286.63</u> |
| Subtotal | <u>\$22,025.25</u> |
| Previous Applications | <u>\$964,153.44</u> |

Amount Due This Application:**\$22,025.25**

The undersigned Contractor hereby swears, under penalty of perjury, that (1 All previous progress payments received from the Owner, on account of work performed under the contract referred to above, have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications For Payment under said contract, being Applications For Payment numbered 1 through 6 inclusive; and 2) All materials and equipment incorporated in said project or otherwise listed in or covered by this Application For Payment are free and clear of all liens, claims, security interests and encumbrances.

Dated July 18, 20 25

MCC, Inc.

(contractor)

By

Joyce A. Murphy Stearns

Vice President

(name & title)

COUNTY OF Outagamie

STATE OF } ss

Before me on this 18 day of July 20 25 personally appeared Joyce A. Murphy Stearns

known to me, who being duly sworn, did depose and say that he/she is the

Vice President

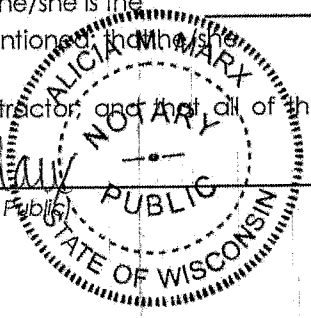
(title)

of the Contractor above mentioned and that he/she

executed the above Application For Payment and statement on behalf of said Contractor, and that all of the statements contained therein are true, correct and complete.

My Commission Expires: 01/09/2027Alicia M. May

(Notary Public)





P.O. Box 1137
 Appleton, WI 54912-1137
 Phone: 920-749-3360
 Fax: 920-749-3384

Invoice #: 56621

Date: 07/17/25

Application #: 10

Customer Reference: K0001-09-21-00400.02 KIMBERLY

Invoice Due Date: 09/15/25

Payment Terms: NET 60 DAYS

To: VILLAGE OF KIMBERLY STREET DEP
 515 WEST KIMBERLY AVE
 KIMBERLY, WI 54136

Contract: 3263SW. Kimberly - The Blue Development

| Cont Item | Description | Contract Amount | Contract Quantity | Quantity This Period | Quantity JTD | U/M | Unit Price | Amount This Period | Amount To-Date | % Compl |
|-----------|---|-----------------|-------------------|----------------------|--------------|-----|--------------|--------------------|----------------|---------|
| 50 | CO2-Unclassified Excavation (Est. 183 C.Y.) | 14,630.00 | 1.00 | 1.00 | 1.00 | LSB | 14,630.00000 | 14,630.00 | 14,630.00 | 100.00% |
| 51 | CO2-4 Inch Topsoil WisDOT Seed Mix #30 / Class I Type B-Mat | 5,250.00 | 500.00 | 500.00 | 500.00 | SY | 10.50000 | 5,250.00 | 5,250.00 | 100.00% |
| 52 | CO2-8 Inch DR 18 PVC Extension With Apron Endwall | 2,250.00 | 1.00 | 1.00 | 1.00 | LSB | 2,250.00000 | 2,250.00 | 2,250.00 | 100.00% |
| 53 | CO2-Remove Fence Required To Install Item 3 (If Needed) | 460.00 | 1.00 | 1.00 | 1.00 | LSB | 460.00000 | 460.00 | 460.00 | 100.00% |

| | |
|-----------------------------|--------------|
| Total Billed To Date: | 1,011,465.32 |
| Less Retainage: | 25,286.63 |
| Less Previous Applications: | 964,153.44 |
| Total Due This Invoice: | 22,025.25 |



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Sunset Park Playground Replacement – 2026 CIP

REPORT PREPARED BY: Holly Femal, CED

REPORT DATE: August 11th, 2025

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report DLB

See additional comments attached _____

EXPLANATION:

The playground located near Shelter #1 in Sunset Park has exceeded its estimated useful life and is in need of replacement evidenced by maintenance and repair needs that increase year after year. Much of the equipment was purchased and installed in 1995. The structure has been identified in the 2025-2029 Capital Improvement Plan as a priority replacement project scheduled for 2026. Focus on improvements in ADA accessibility and recreation accommodations for the youth of Kimberly were both identified as top priorities of the adopted 2024 – 2029 Comprehensive Outdoor Recreation Plan. Sunset Park's "Shelter 1 & 2 Area" is a special location in the Kimberly parks system that hosts public and private events, walking trails, the scenic overlook, recreation classes, historic shade trees, concrete corn hole boards, and so much more. 2024 stats indicate a total of 79 scheduled uses of Shelters 1 & 2 combined throughout the "open season" of late March through late October, more than any other rentable shelter in the parks system.

Current site/equipment challenges include:

- The current playground is located within/adjacent to a tight turn of roadway in the park causing it to need fencing as a safety measure with the playground being so close to vehicular roadway. The fencing has been significantly damaged 3x in the past 10 years alone due to fence/vehicle conflicts resulting in required repairs.
- The current playground is located on an area of the park that experiences a significant change in grade and topography. The northeast corner of the playground features a sharp grade decline that leads directly into fencing and then the roadway – this does create safety concerns and risk.
- The current site features 2 large trees which are wonderful shade providers – but both trees are ash. They have been treated bi-annually against the rigors of emerald ash borer and continue to thrive at this time, but the success of the treatments is not guaranteed in the long term.
- The current site is not equally located for rentals and use of the large open area in this section of the park. The playground should receive equitable access between all occupants of the space, but its current location presents some challenges for rentals and users at Shelter #2 due to distance and access.

- The current playground features one ADA accessible swing, but the site does not include any accessible surfacing to get to the swing. The site hosts “transfer points” within the play structure, but no other inclusive elements are featured in the current equipment.
- The current wood chip play surface is difficult to maintain, continually becomes weed infested, and deteriorates rapidly especially under all key high traffic areas (the slides, swings, merry-go-round).

Goals for the playground replacement project:

- Re-locate the playground to an area of the park that is accessible for all, away from the roadway, equidistant between shelters and restroom accommodations, and within a more desirable grade.
- Design a structure that hosts fade resistant colors on key areas and light colors on seated areas like slides for safety. The goal – to have the equipment look welcoming and well maintained for another 30 years.
- Continue with the installation of accessible surfacing for Kimberly playgrounds with poured in place surfacing planned for this playground. Install a short walkway to connect the new location with existing trails within this area of the park.
- 100% of the play equipment in Kimberly Parks is Burke brand, locally produced in Fond du Lac, WI with transferrable parts and tools that we can use on all our playgrounds for maintenance and repairs. Several components of these play systems come with life time warranties and have been repaired at no cost to the village. Burke is listed as a Sourcewell partner to allow us the option to purchase through government contract pricing.
- Include additional elements that enforce the mindset that play is for all people. Some of these elements can be found in other Kimberly Parks, and a few are a first for our parks system!

Elements within the presented proposal that embody this goal include:

- The Nido Spinner – The Nido™ Spinner is a soothing space at the playground where all children, including children with autism spectrum disorder (ASD) or other sensory processing differences, can go to find comfort and regroup. The cozy, pod-like design makes children feel sheltered and gives them the option to be spun around and around—an activity that’s fun and developmentally rich for everyone and can be soothing for those who experience overstimulation in busy spaces. Thoughtfully designed to be an inclusive event, the Nido Spinner invites everyone inside to give it a whirl!
- The Volta Spinner - The universally designed Volta® Inclusive Spinner is a spinning social space designed for users of all shapes, sizes and abilities. Multiple seating positions allow everyone to play in the same space – outward facing seats provide a high level of independence while inward facing seats with high backs allow for younger users to stay securely in place. For more advanced riders to challenge their balance and coordination, the Volta has a saddle seat that provides the adventure they are looking for! With room for up to nine children, Volta Inclusive Spinner provides opportunities for interaction and conversation while children of all abilities gain valuable vestibular sensory stimulation, build strength and practice social skills that transcend the playground.
- The Konnection Swing – A swing that promotes intergenerational play, engagement and interaction when adults and children swing together. Children can also enjoy swinging together and older children can engage with younger children while advancing skills such as cooperation, and teamwork. Ease of use is inherent in the construction right down to the details in the sliding backrest and comfortable, contoured design. Help foster true connection with the Konnection Swing and be moved by the power of playing together.

- KidForce Spinner - The KidForce Spinner provides an exciting motion element on any playground. Using their own weight and momentum, children can spin these unique seats in 360° circle.
- RockIT Tunnel - RockIt® creates the thrill, excitement and challenge of rock climbing in a realistic, yet safe, playground environment. Kids love a challenge, and RockIt challenges them with options to go around, through or over the mountain!

To answer the question of “Why is this project being presented now?”, the play system we have been quoted is on sale at this time – a cost savings of \$14,400. The pricing on the quote will be locked in upon acceptance, and the village doesn’t pay for the project until it’s installed. The presented quote is valid until August 8th, 2025.

FUNDING:

The proposed budget for this project is identified in the 2025 – 2029 Capital Improvement plan as Project # PR-26-01 for a total cost of \$200,000.

- \$100,000 Park Improvement Trust Fund
- \$60,000 Park Impact Fee Trust Fund
- \$40,000 Room Tax Trust Fund

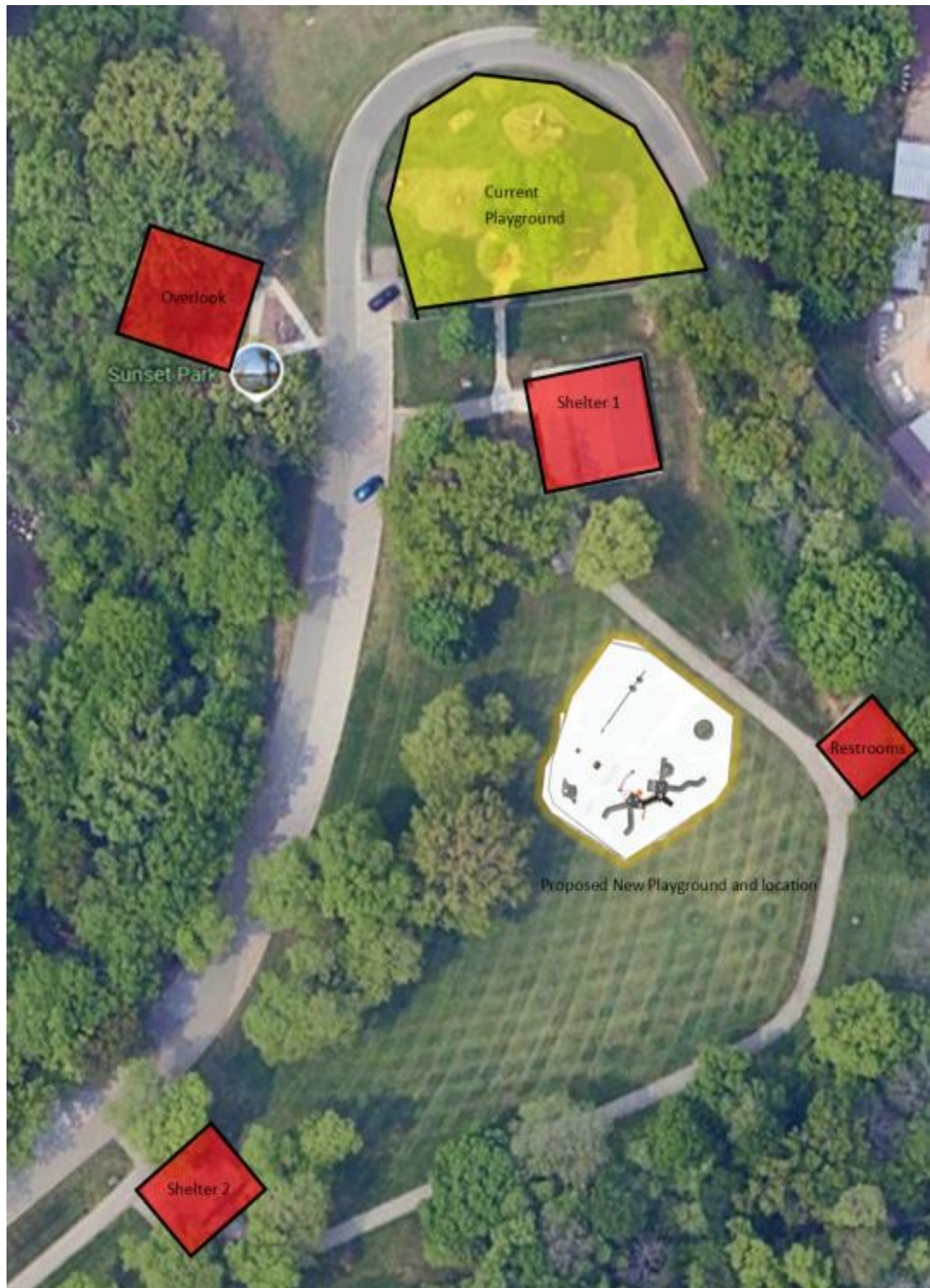
ATTACHMENTS:

- Existing site photos, April 2025 Bunny Hop Event
- Tentative overhead site plan
- Playground Proposal #142-203177-2, Lee Recreation, LLC with 3D Renderings

RECOMMENDED ACTION:

Approve for 2026 purchase and installation, Proposal 142-203177-2, from Lee Recreation, LLC for the total cost of \$200,208.00 to be paid for proportionally from the identified Trust Fund sources.





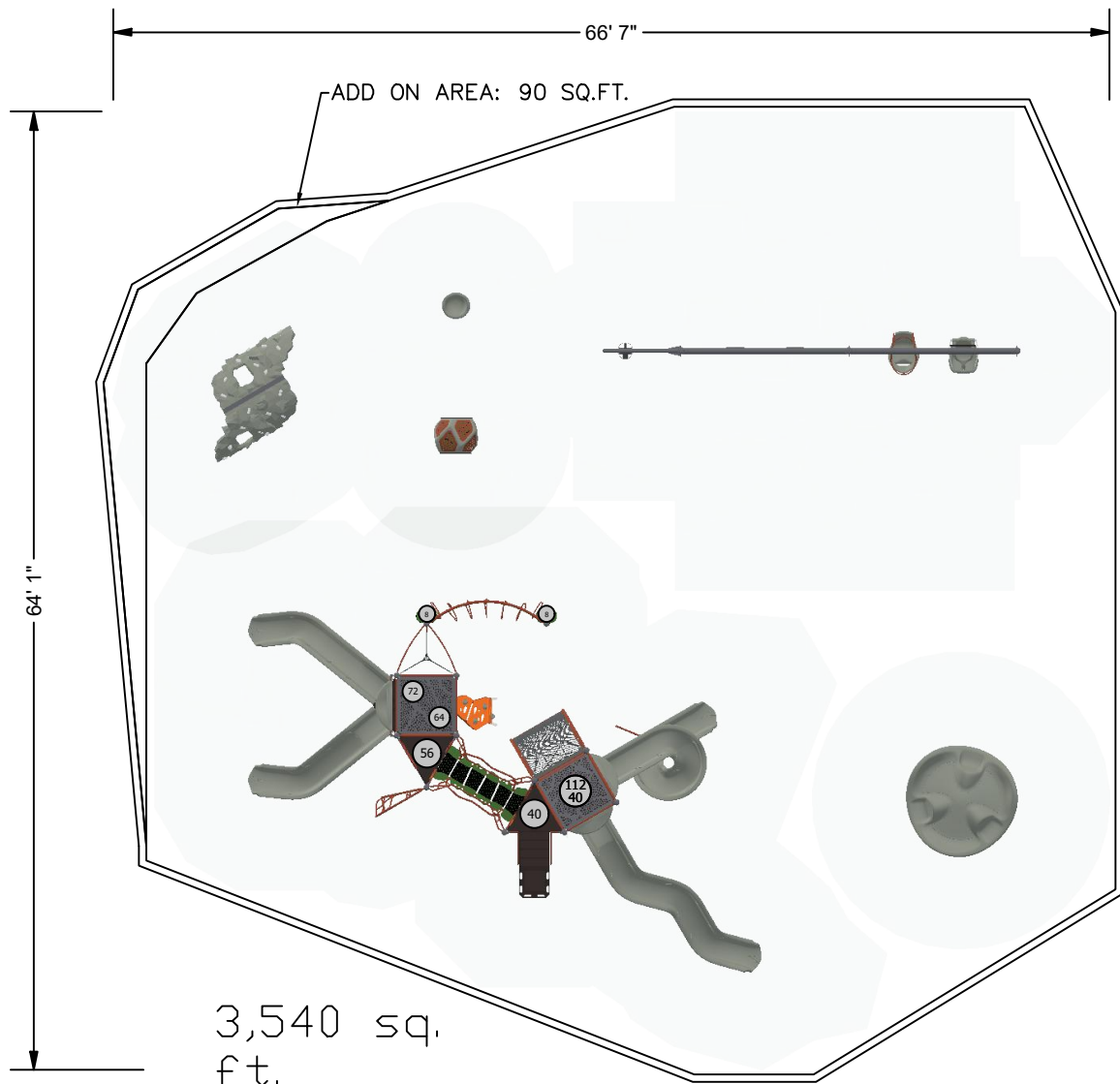


COLOR KEY

- CHARCOAL
- REDWOOD
- ORANGE
- OLIVE
- GRAY
- OLIVE/BLACK

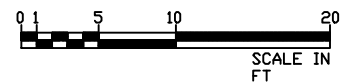






3,540 sq.
ft.

NOTE: ALTHOUGH ALL ATTEMPTS HAVE BEEN MADE TO PROVIDE AN ACCURATE SITE IT MAY NOT TRULY REPRESENT THE AREA WHERE THIS STRUCTURE IS TO BE PLACED.



SERIES Nucleus | Intensity | Burke Basics | RockIt

GROUP: Structure | Freestanding

DESIGNED FOR AGES: 5 to 12

Sunset Park - Kimberly
Kimberly, WI 54136

Burke
PLAY THAT MOVES YOU

SITE PLAN VIEW

07/08/2025

Lee Recreation, LLC

142-203177-2

Designer: Brittany Murphy

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI@BURKE.COM

OVERALL BOUNDING OF USE ZONES

Area: 4263 sq.ft.
Perimeter: 261.2 ft.

STRUCTURE SIZE: 1"x66' 7"

POST SIZE(S):

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

| TOTAL EVENTS | ELEVATED EVENTS | TRANSFER ACCESSIBLE EVENTS | RAMP ACCESSIBLE EVENTS | GROUND EVENTS | TYPES OF GROUND EVENTS |
|--------------|-----------------|----------------------------|------------------------|---------------|------------------------|
| 24 | 9 / 5 | 7 / 0 | 0 / 0 | 10 / 3 | 4 / 3 |

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



DATE: July 8, 2025
TO: Sunset Park
426 W. Kimberly Ave.
Kimberly, WI 54136
FROM: Megan Lee Cunningham
RE: **Playground Proposal #142-203177-2**

BCI BURKE "Play That Moves You"

| | | |
|---|--|---------------------|
| 1-#NUCLEUS | Modular Structure, 5-12 | \$ 70,499.00 |
| DECKS: 2-Triangle, 2-Square, 1-Split Square | | |
| SLIDES: Viper II RL @ 72" Deck Ht., Viper S Slide @ 112" Deck Ht., Viper Spiral @ 112" Deck Ht. | | |
| ROOF: 2-Evolution Square Roof | | |
| UPPER BODY: Straight Overhead | | |
| CLIMBERS: Leaf Climber, Formis Ladder, Evolution Deck to Roof Climber, Via Climber, Mesa Climber, Rope Triangle Climber | | |
| BALANCE: 2-Ovistep Launch Pads | | |
| 1-#SWINGS | 2-Bay Single Post Swing Assembly w/ Tot Add-On | \$ 7,123.00 |
| INCLUDES: 2-Belt Swing Seats, 1-Tot Swing Seat, 1-Konnection Swing, 1-Freedom Swing | | |
| 1-#560-0073 | Nido Spinner | \$ 4,250.00 |
| 1-#560-2573 | KidForce Spinner | \$ 972.00 |
| 1-#560-0544 | RockIT Tunnel | \$ 4,810.00 |
| 1-#550-2579 | Volta Inclusive Spinner w/ Footer | \$ 8,429.00 |
| Subtotal Equipment | | \$ 96,083.00 |
| Discount | | (\$ 14,400.00) |
| Installation/Assembly | | \$ 28,825.00 |
| Surfacing | | \$ 88,500.00 |
| Freight | | \$ 1,200.00 |
| TOTAL | | \$200,208.00 |

SURFACING NOTES:

- 3,540 ft² installed Poured-In-Place Surfacing - \$25/ft² installed.
 - Playbound (™) Poured-In-Place Surfacing consists of a 50% Color - 50% Black speckled mix.
 - Includes aggregate base.
 - 24 hour security of site until product sets is the responsibility of the customer.

Quote Accepted by: _____ Date: _____

Terms: Net 20

Marking of Private Lines, Site Preparation, Disposal of Garbage, Security of Site Until Surfacing Sets, and Site Restoration is the Responsibility of the Customer.

Lead time: 10-12 Weeks Upon Receipt of Order

Quote Effective: **Until 08-08-2025**



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Cintas Contract

REPORT PREPARED BY: Danielle Block, Administrator/DPW

REPORT DATE: August 11, 2025

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report DLB

See additional comments attached _____

EXPLANATION:

Staff is requesting the Board's consideration to enter into an agreement with Cintas for uniform, supply and facility needs. Through the Cintas Government Pricing Program (Omnia Partners), the Village can leverage the collective buying power of more than 60,000 entities and ensure public bidding requirements with each selection.

It is anticipated that our service will begin with the supply of the mechanic uniform, shop rags, cleaning facility supplies and restroom zone services at the Municipal Services Center. Weekly the Cintas order and supply selection can be modified to meet the Village's needs. With any order, the minimum purchase requirement of \$35.00 (for weekly, every other week or monthly).

Staff projects there will be cost savings related to facility supplies and restroom zone services with calibrated dispensers and onsite supply management. Once our existing stock of supplies is fully utilized, we envision that future orders for the Municipal Complex and Fire Department would transition to the Cintas contract.

Seasonally staff will have the ability to opt into services that will enhance entry ways and more frequently refresh mats that see the highest traction. This service can be tailored to the season and reduced if/when not needed.

Included in the packet is the 36-month agreement and a listing of the current product prices. We will not be purchasing all these items. It is provided to illustrate costs. All costs are capped at an annual maximum increase of 3%.

RECOMMENDED ACTION: Approve the 36-month Workplace Solutions Cooperative Agreement between the Village of Kimberly and Cintas, contingent upon final review by the Village Attorney.

Start your workday with a trusted leader

By utilizing Cintas' cooperative agreement through OMNIA Partners, Public Sector, agencies eliminate duplication of effort, saving valuable time, resources and money. OMNIA Partners delivers superior value and savings for public agencies nationwide. The collective buying power of more than 60,000 entities helps you do more with less by saving time and reducing administrative costs.

UNIFORM RENTAL

Enhance your image with retail-inspired uniforms that keep your employees looking sharp. In addition to best-in-class rental service, our TruCount™ Inventory Management System assures that every garment is scanned on every service visit and accounted for at all times.



Rental Workwear
Only from **CINTAS**



Chef Works®
Rental Culinary
Apparel



Flame Resistant
Clothing



Women's
Garments



Classic
Workwear



High-Visibility
Uniforms



Lab
Coats



Isolation
Gowns

FACILITY SERVICES

Trust Cintas to help you reduce the chance of contamination and keep your schools and public agencies stocked — with innovative solutions, scheduled service visits and routine product replenishment.



Signature
Series®
Dispensers



Microfiber



Restroom
Cleaning



Cleaning
Chemicals



Spray
Service



Restroom
Supplies



Mat Service



Mop
Service



Towel
Service

Pursuant to OSHA regulations, 29 CFR 1910.132 (Subpart I), an employer bears sole responsibility for selecting the type(s) of personal protective equipment to be used by its employees. All purchasers of FRC garments and/or laundering services from Cintas bear full responsibility for selecting the PPE appropriate for use by their employees. Cintas makes no representation, warranty, or covenant with respect to the flame-resistant qualities of the garments or with respect to the fitness or suitability of the garments for any particular use or purpose. The purchase of any goods or services from Cintas is subject to Cintas's Standard Terms and Conditions and/or any other applicable written contract executed between the purchaser and Cintas relating to such purchase.

Help keep your schools and public agencies safe and prepared with an excellent value



FIRST AID & SAFETY

Make sure you're stocked up on supplies and prepared to respond quickly. Our regular on-site service has you covered — including replenishment of the first aid supplies you select, restocking of the safety products and PPE of your choice, AED servicing, and safety training.



First Aid Cabinets



Vehicle First Aid Kits



Safety Supplies & PPE



AED Products & Services



Safety Training



WaterBreak®



Emergency Eyewash Service

FIRE PROTECTION

Your commitment to keeping your employees, students, and community safe has never been stronger, and that means having fully integrated fire protection services you can count on. With Cintas, you have the convenience of one vendor testing and inspecting an extensive list of equipment and systems — along with detailed documentation that includes inspection reports, identified maintenance or repairs, regular service reminders and more.

CINTAS PROVIDES TEST, INSPECTION, MAINTENANCE AND REPAIR FOR*:



Fire Extinguishers



Exit & Emergency Lighting



Fire Alarm & Monitoring



Fire Sprinkler



Kitchen Suppression



Special Hazard Suppression

For more information to get started contact Cintas at OmniaPartners@cintas.com.

* Services offered may vary depending on service location. Services provided are limited to those explicitly contracted for by customer.

Pursuant to OSHA regulations, 29 CFR 1910.132 (Subpart I), an employer bears sole responsibility for selecting the type(s) of personal protective equipment to be used by its employees. All purchasers of gloves and personal protective equipment from Cintas bear full responsibility for selecting the PPE appropriate for use by their employees. Cintas makes no representation, warranty, or covenant with respect to the protective or flame-resistant qualities of the items or with respect to the fitness or suitability of the items for any particular use or purpose. The purchase of any goods or services from Cintas is subject to Cintas's Standard Terms and Conditions and/or any other applicable written contract executed between the purchaser and Cintas relating to such purchase.

Workplace Solutions Cooperative Acceptance Agreement



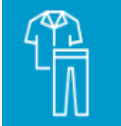
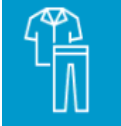
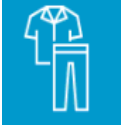
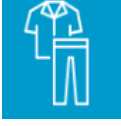
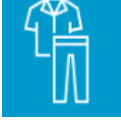
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GPO # 211011196

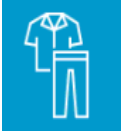
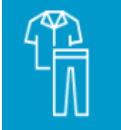
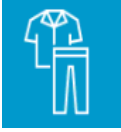
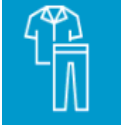
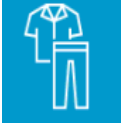


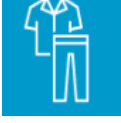
Service Location No : 0443
MLRA/NA : 0211011348 Account Number :
Contract No : Date : 07/22/2025
Business Index : Dynamics ID : c002ce56-e2b6-40a8-b0ff-2f762acbdcc5

| | | | |
|---|---------------------------------|--|--------------------------------|
| Customer Name Village Of Kimberly | | DBA Name Village Of Kimberly | |
| Delivery Address 515 W Kimberly Ave | | Delivery Address 2 : | |
| City : Kimberly | State / Province : WI | Zip / Postal Code : 54136 | Phone : 920-788-7500 |

*This agreement is effective as of the date of execution for a term of 36 months from the date of installation

Garments

| Garments | Frequency | Inventory | Unit Price |
|--|-----------|-----------|------------|
|  X935 CINTAS COMFORT MENS SHIRT | Weekly | 11 | \$ 0.185 |
|  X330 MENS COTTON WORK SHIRT | Weekly | 11 | \$ 0.268 |
|  X22935 MENS COMFORTFLEX WORK SHIRT | Weekly | 11 | \$ 0.300 |
|  X23273 MENS COMFORTFLEX PRO SHIRT | Weekly | 11 | \$ 0.430 |
|  X340 CINTAS COTTON PANT | Weekly | 11 | \$ 0.361 |
|  X382 CARHARTT CARP JN | Weekly | 11 | \$ 0.400 |

| Garments | Frequency | Inventory | Unit Price |
|--|-----------|-----------|------------|
|  X381 CARHARTT 5 PKT JN | Weekly | 11 | \$ 0.400 |
|  X23945 MENS CMFORTFLX PRO WORK PANT | Weekly | 11 | \$ 0.400 |
|  X23270 MENS CMFORTFLX PRO CARGO PANT | Weekly | 11 | \$ 0.450 |
|  X69526 MENS HI VIS T SHIRT | Weekly | 11 | \$ 0.650 |
|  X278 T-SHIRT/CARHARTT | Weekly | 11 | \$ 0.400 |
|  X970 MENS LINED SERVICE JACKET | Weekly | 11 | \$ 0.500 |
|  X376 CARHARTT ACTIVE JACKET | Weekly | 11 | \$ 2.000 |
|  X53641 TSHRT ANSI CLASS 2 W/REFL | Weekly | 11 | \$ 0.700 |

Uniform Programs

| Program Description | Included: YES/NO | Per garment / per week |
|--|------------------|------------------------|
| Uniform Advantage Uniform Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage does not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage at any time. | YES | \$ 0.08 |
| Emblem Advantage Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from the date of installation. | YES | \$ 0.06 |
| Premium Uniform Advantage Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Premium Advantage does not cover lost or unreturned garments. The Customer or Company may cancel Premium Advantage at any time. | YES | \$ 0.16 |

| Program Description | Included: YES/NO | Per garment / per week |
|---|------------------|------------------------|
| Prep Advantage Prep Advantage covers all cost associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six month from the date of installation. | YES | \$ 0.05 |

Uniform Charges





The additional charges below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice. Pricing of emblems is valid for initial installation only

| | | |
|-----------------|----|------|
| | | |
| Name Emblem | \$ | 1.95 |
| Company Emblem | \$ | 2.95 |
| Custom Emblem 1 | \$ | 3.95 |





| | | |
|--------------------|----|------|
| | | |
| Preparation Charge | \$ | 2.25 |

| | | |
|---|----|-------------|
| | | Per garment |
| Non-Standard Special Cut Garment (i.e., non-standard, non-stocked, unusually small or large sizes, unusually short or long sleeve or length, etc.) premium charges are per garment delivery. | | |
| Non-Standard Special Cut Charge | \$ | 0.15 |
| FRC Non-Standard Special Cut Charge | \$ | 0.16 |
| Size Change Charge | \$ | 15.00 |
| Customer agrees to have employees measured by Cintas representative using garment size samples. An additional charge per garment will be assessed for employees size changed within 4 weeks of add-on or installation | | |

Facility Services

| Non-Garments / Services | Frequency | Inventory | Unit Price |
|---|-----------|-----------|--------------------------------------|
|  X84335 3X5 BLACK MAT | Weekly | 1 | \$ 2.194 Auto LR: No Buy Back: No |
|  X84435 4X6 BLACK MAT | Weekly | 1 | \$ 2.225 Auto LR: No Buy Back: No |
|  X84035 3X10 BLACK MAT | Weekly | 1 | \$ 3.389 Auto LR: No Buy Back: No |
|  X10184 3X5 ACTIVE SCRAPER | Weekly | 1 | \$ 3.000 Auto LR: No Buy Back: No |

| Non-Garments / Services | | Frequency | Inventory | Unit Price |
|--|-------------------------------|-----------|-----------|---------------------------------------|
|  | X10189 3X5 XTRAC MAT ONYX | Weekly | 1 | \$ 6.000 Auto LR: No Buy Back: No |
|  | X10192 4X6 XTRAC MAT ONYX | Weekly | 1 | \$ 7.000 Auto LR: No Buy Back: No |
|  | X10202 3X10 XTRAC MAT ONYX | Weekly | 1 | \$ 8.000 Auto LR: No Buy Back: No |
|  | X9020 HRDWND WHT PAPER SM | Weekly | 1 | \$ 7.719 Auto LR: No Buy Back: No |
|  | X9110 JRT TOILET PAPER RFL | Weekly | 1 | \$ 4.000 Auto LR: No Buy Back: No |
|  | X9312 1000 MOISTURE SP SVC | Weekly | 1 | \$ 1.195 Auto LR: No Buy Back: No |
|  | X27069 SIG SOAP SVC | Weekly | 1 | \$ 1.250 Auto LR: No Buy Back: No |
|  | X27026 SIG AIR SVC | Weekly | 1 | \$ 2.250 Auto LR: No Buy Back: No |
|  | X9210 URINAL SCREEN SVC | Weekly | 1 | \$ 1.867 Auto LR: No Buy Back: No |
|  | X9541 1000 HD CHERRY SVC | Weekly | 1 | \$ 3.785 Auto LR: No Buy Back: No |
|  | X2650 WET MOP LARGE | Weekly | 1 | \$ 2.000 Auto LR: No Buy Back: No |
|  | X2160 SM SHOP TWL-RED | Weekly | 1 | \$ 0.080 Auto LR: Yes Buy Back: No |
|  | X2272 FC4 NEUTRAL FLR CLNR | Weekly | 1 | \$ 1.080 Auto LR: No Buy Back: No |
|  | X2506 DS1 NEUTRAL DISINFCT | Weekly | 1 | \$ 2.750 Auto LR: No Buy Back: No |

| Non-Garments / Services | | Frequency | Inventory | Unit Price |
|--|--------------------------------|-------------------|-----------|------------|
|  | X2276 RR1 DISINFCT/ RR CLNR | Weekly | 1 | \$ 2.750 |
| | Auto LR: No Buy Back: No | | | |
|  | X2275 GL1 GLASS&SURF CLNR | Weekly | 1 | \$ 2.750 |
| | Auto LR: No Buy Back: No | | | |
|  | X7500 CLEANING CHEM DISP | Every other Weeks | 1 | \$ 2.160 |
| | Auto LR: No Buy Back: No | | | |
|  | X20002 SIG DUALTP RFL PREM | Weekly | 1 | \$ 20.000 |
| | Auto LR: No Buy Back: No | | | |

Auto LR Charges

| Item # | % of Inventory | Price |
|--------|----------------|----------|
| X2160 | 5 | \$ 0.580 |

Storage

| Charge Description | Per Delivery |
|--|--------------|
| Lockers | \$ 0.00 |
| Laundry Lock Up | \$ 0.00 |
| Shop Towel Container | \$ 0.00 |
| Free Liquid Statement. Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spoils. | |

Payment Charges

COD Terms per delivery charge for prior service (if Amount Due is Carried to Following Delivery)

| Charge Description | Price |
|--------------------|---------|
| COD Term Charge | \$ 6.00 |

Other Charges

| Charge Description | |
|---|---------|
| Artwork Charge for Logomat | \$ 0.00 |
| Minimum Charge: \$35 per delivery or 50% of initial invoice (the greater of the two) | |

Agreement Provisions

| Description | Included: YES/NO |
|---|------------------|
| Unilease All garments will be cleaned by Customer. | NO |

| Description | | Included: YES/NO |
|--|--|------------------|
| Linen Service | | YES |
| Company will may make periodical physical inventories of items in possession or under control of Customer. | | |
| Hi-Vis Garments | | NO |
| Customer receives Hi-Vis Garments. | | |
| Flame Resistant Garments | | NO |
| Customer receives Flame Resistant Garments. | | |
| Direct Embroidery | | |
| If service is discontinued for any employee, or Customer deletes any of the garments with the direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidery garments at then current replacement value. | | |
| Other : | | |

Workplace Solutions Cooperative Acceptance Agreement



Agreement Terms And Conditions

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS. This workplace solutions cooperative acceptance agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 36 months from the date of installation or renewal (the "Term").

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.

- d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this paragraph 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
- 3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
 - 4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

- 1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
- 2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
- 3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
- 4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.
10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
 - If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer Is NOT a United States federal government agency or instrumentality.
14. **Customer Funding Source:** Customer will **NOT** pay for the goods and services ordered under this Acceptance Agreement with any United States government funds.
15. **Additional Terms:** Customer **DOES NOT** require any additional terms and conditions to be incorporated into this Acceptance Agreement.
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

| | |
|---|--|
| <p>Customer:</p> <p>Danielle Block</p> <p>Administrator/Dir of Publ</p> <p>Village Of Kimberly</p> <p>dblock@vokimberly.org</p> | <p>Sales Representative:</p> <p>Lindsay Fletcher</p> <p>Cintas corporation</p> |
|---|--|



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Cities and Villages Mutual Insurance Company – Public Entity Liability Renewal Package

REPORT PREPARED BY: Danielle Block, Administrator/DPW

REPORT DATE: August 11, 2025

ADMINISTRATOR'S REVIEW / COMMENTS:

No additional comments to this report DLB

See additional comments attached _____

EXPLANATION:

Each year the Village of Kimberly submits a renewal package to Cities and Villages Mutual Insurance Company (CVMIC) for the following coverages: liability, worker's compensation, auto physical damage, employment practice, equipment breakdown, crime, pollution and property.

Every three years, the Village has the ability to modify the Self-Insured Retention (SIR) value. Historically the Village has maintained an SIR or Deductible of \$17,500. This is the lowest option, resulting in a higher premium. CVMIC also offers an option to elect a \$25,000 SIR.

CVMIC has prepared an analysis to determine if additional risk (Higher SIR) should be considered based on the Village's loss history and premium paid to CVMIC. Based on a 10-year analysis, it appears that the Village would save money by opting for a Higher SIR. The Village does maintain the Self Insured Trust Fund in the event a deductible would be due. Currently our Self Insured Fund reflects a balance of \$160,072.75 and our dividends held with CVMIC total \$297,546.84.

Based on the loss history and the current fund balance, I recommend increasing the Village's SIR to \$25,000 annually, with a decrease in anticipated premiums for 2026, 2027, and 2028 for public entity liability.

RECOMMENDED ACTION: Approve the election of the Next Retention Level (Option 2) for Policy Years 2026, 2027 and 2028 with Cities and Villages Mutual Insurance Company.



June 19, 2025

Danielle Block
Village of Kimberly
515 W Kimberly Avenue
Kimberly, WI 54136

RE: Public Entity Liability Renewal Package

Dear Danielle,

CVMIC members are the core of our business and the purpose of our existence. The principles of teamwork and cooperation guide our success as we partner with Wisconsin municipalities that are engaged and committed to each other and the CVMIC organization.

We take pride in offering quality insurance products and risk management solutions for our members and strive to provide your community with the best possible public entity, general liability and auto liability protection available in Wisconsin.

We are pleased to present you with this two (2) year Public Entity Liability renewal package.

Premium options for the 2027 and 2028 policy years are set forth in **ATTACHMENT ONE**, these premiums are guaranteed for the two-year period if an adequate level of commitment for the renewal is achieved.

To confirm your community's commitment to CVMIC for the 2027-2028 policy years as outlined in **ATTACHMENT ONE**, please complete the acceptance form and return a signed copy to Ben Hoverson (benh@cvmic.com) **by September 15th, 2025**.

Our general counsel, Patrick Nolan of Quarles & Brady, has provided instructions for making this two-year commitment to CVMIC. (See **ATTACHMENT TWO**)

We look forward to continuing our partnership with you. If you have any questions regarding this renewal package, please contact Ben Hoverson.

Yours very cordially,

CITIES AND VILLAGES MUTUAL INSURANCE COMPANY

Steve Stanczak, Chief Executive Officer
Direct: 414-831-6000
Email: steves@cvmic.com

Ben Hoverson, Underwriting Analyst
Direct: 414-831-6013
Email: benh@cvmic.com

ATTACHMENT ONE



Village of Kimberly Public Entity Liability Renewal Package Policy Years 2026, 2027, 2028

CVMIC Public Entity Liability Policy Overview

Coverages: General Liability, Auto Liability, Public Officials Liability & Law Enforcement Liability

Self-Insured Retention (SIR): Indicates the Member's amount of Risk Retained **per Occurrence**

Coverage Limit: \$10,000,000 per Occurrence Excess Self-Insured Retention (SIR)

Annual Aggregate Retention: Four (4) Times Selected Self-Insured Retention per Policy Period

Village of Kimberly Renewal Options

| Current Retention Level (Option 1) | | | Next Retention Level (Option 2) | | |
|---|------------------------------|----------|--|------------------------------|----------|
| Per Occurrence SIR: \$17,500 | | | Per Occurrence SIR: \$25,000 | | |
| Annual Aggregate Retention: \$70,000 | | | Annual Aggregate Retention: \$100,000 | | |
| Policy Year | Adopted Premium Range | | Policy Year | Adopted Premium Range | |
| 2026 | \$33,796 | | 2026 | \$32,106 | |
| 2027 | \$34,763 | \$35,517 | 2027 | \$33,025 | \$33,741 |
| 2028 | \$36,154 | \$37,648 | 2028 | \$34,346 | \$35,765 |

NOTE: The premiums stated above are based on an expected number of renewals and are subject to review. With that qualification, the premiums are guaranteed for the three-year policy period of 2026, 2027 and 2028.

Please contact Ben Hoverson (benh@cvmic.com) or Ben Rank (benr@cvmic.com) if you would like to discuss your SIR Analysis in greater detail to determine if moving to the "Next Retention Level" may be appropriate.

ATTACHMENT ONE

ACCEPTANCE

The **Village of Kimberly** agrees to continue as a member of CVMIC for the policy years 2026, 2027 and 2028 as outlined in **Option 1** _____ (\$17,500) [or] as outlined in **Option 2** _____ (\$25,000) (*please indicate*) at the corresponding guaranteed premiums set forth on the previous page.

ACCEPTED AND AGREED TO this _____ day of _____, 2025.

Village of Kimberly

By _____
Signature

Its _____
Title



Please email signed PDF to: benh@cvmic.com



Cities & Villages Mutual Insurance Company Self-Insured Retention Analysis

The analysis provided in the table below is intended to assist you in determining if additional risk (Higher SIR) should be considered based on your loss history and premium paid to CVMIC.

The claim dollars/payments made within your SIR are only as good as your reporting of claim payments to CVMIC. If you do not believe that all of your claim payments have been submitted, then the analysis below should be adjusted.

| | |
|----------------|----------------------|
| Member: | Kimberly, Village of |
|----------------|----------------------|

| | |
|-----------------------------|-----------|
| Claims Valued as of: | June 2025 |
|-----------------------------|-----------|

| Year | Current SIR | Premium @ SIR | Claim \$ in SIR | Next Level SIR | Premium @ Next Level SIR | Claim \$ in Next Level SIR |
|------|-------------|---------------|-----------------|----------------|--------------------------|----------------------------|
| 2015 | \$ 17,500 | \$ 28,106 | \$ - | \$ 25,000 | \$ 26,701 | \$ - |
| 2016 | \$ 17,500 | \$ 28,668 | \$ - | \$ 25,000 | \$ 27,235 | \$ - |
| 2017 | \$ 17,500 | \$ 29,152 | \$ - | \$ 25,000 | \$ 27,694 | \$ - |
| 2018 | \$ 17,500 | \$ 29,880 | \$ 3,027 | \$ 25,000 | \$ 28,386 | \$ 3,027 |
| 2019 | \$ 17,500 | \$ 29,890 | \$ 11,985 | \$ 25,000 | \$ 28,396 | \$ 11,985 |
| 2020 | \$ 17,500 | \$ 30,488 | \$ - | \$ 25,000 | \$ 28,964 | \$ - |
| 2021 | \$ 17,500 | \$ 30,690 | \$ - | \$ 25,000 | \$ 29,156 | \$ - |
| 2022 | \$ 17,500 | \$ 31,303 | \$ - | \$ 25,000 | \$ 29,738 | \$ - |
| 2023 | \$ 17,500 | \$ 31,743 | \$ - | \$ 25,000 | \$ 30,156 | \$ - |
| 2024 | \$ 17,500 | \$ 32,378 | \$ - | \$ 25,000 | \$ 30,759 | \$ - |

| | |
|----------------------------------|------------|
| Total Cost @ Current SIR: | \$ 317,310 |
|----------------------------------|------------|

| | |
|-------------------------------------|------------|
| Total Cost @ Next Level SIR: | \$ 302,195 |
|-------------------------------------|------------|

| | |
|------------------------------|-----------|
| 10 Year Savings/Loss: | \$ 15,115 |
|------------------------------|-----------|

Note: Total Cost = Premium + Claim \$ in SIR

| SIR Analysis - Total Cost Per Year | | | |
|------------------------------------|--------------------------|-----------------------------|-------------------------|
| Year | Total Cost @ Current SIR | Total Cost @ Next Level SIR | Additional Cost/Savings |
| 2015 | \$ 28,106 | \$ 26,701 | \$ 1,405 |
| 2016 | \$ 28,668 | \$ 27,235 | \$ 1,433 |
| 2017 | \$ 29,152 | \$ 27,694 | \$ 1,458 |
| 2018 | \$ 32,907 | \$ 31,413 | \$ 1,494 |
| 2019 | \$ 41,875 | \$ 40,381 | \$ 1,495 |
| 2020 | \$ 30,488 | \$ 28,964 | \$ 1,524 |
| 2021 | \$ 30,690 | \$ 29,156 | \$ 1,535 |
| 2022 | \$ 31,303 | \$ 29,738 | \$ 1,565 |
| 2023 | \$ 31,743 | \$ 30,156 | \$ 1,587 |
| 2024 | \$ 32,378 | \$ 30,759 | \$ 1,619 |
| Total | \$ 317,310 | \$ 302,195 | \$ 15,115 |

Village of Kimberly
Dividends Held

* **APD (if applicable) & Liability Dividends are HELD every March**

* **Worker's Compensation Dividends are HELD every December**

| Date Held: | | Amount of Dividend being HELD | Rate of Earnings (Clearwater Analytics) | Interest Earned | Running Balance | thru: | |
|------------|--------------------------------------|-------------------------------------|---|--------------------|---------------------|-------------------|--|
| 12/1/2014 | 2013 Worker's Compensation Dividend | 11,987.00 | 0.966% | 115.79 | \$12,102.79 | 11/30/2015 | 0.966% rate assessed from: 12-1-14 thru 11-30-15 |
| 12/1/2015 | 2014 Worker's Compensation Dividend | 5,582.00 | 1.297% | 229.37 | \$17,914.17 | 11/30/2016 | 1.297% rate assessed from: 12-1-15 thru 11-30-16 |
| 12/1/2016 | 2015 Worker's Compensation Dividend | 14,552.00 | 8.330% | 2,704.43 | \$35,170.60 | 11/30/2017 | 8.330% rate assessed from: 12-1-16 thru 11-30-17 |
| 12/1/2017 | 2016 Worker's Compensation Dividend | 9,396.00 | 0.450% | 200.55 | \$44,767.15 | 11/30/2018 | 0.450% rate assessed from: 12-1-17 thru 11-30-18 |
| 12/1/2018 | 2017 Worker's Compensation Dividend | 22,042.00 | 8.039% | 5,370.79 | \$72,179.93 | 12/5/2019 | 8.039% rate assessed from: 12-1-18 thru 12-5-19 |
| 12/1/2019 | 2018 Worker's Compensation Dividend | 18,173.00 | 8.408% | 7,596.87 | \$97,949.81 | 12/4/2020 | 8.408% rate assessed from: 12-5-19 thru 12-4-20 |
| 12/1/2020 | 2019 Worker's Compensation Dividend | 18,554.00 | 0.772% | 899.41 | \$117,403.22 | 12/31/2020 | 0.772% rate assessed from: 12-5-20 thru 12-31-20 |
| | (2021) Interest Earned thru 6-30-21 | | 5.421% | 6,364.43 | \$123,767.65 | 6/30/2021 | 5.421% rate assessed from: 1-1-21 thru 6-30-21 |
| | (2021) Interest Earned thru 12-5-21 | | 0.846% | 1,047.07 | \$124,814.72 | 12/5/2021 | 0.846% rate assessed from: 7-1-21 thru 12-5-21 |
| 12/1/2021 | 2020 Worker's Compensation Dividend | 19,591.00 | 1.616% | 2,333.60 | \$146,739.32 | 12/31/2021 | 1.616% rate assessed from: 12-6-21 thru 12-31-21 |
| | (2022) Interest Earned thru 3/31/22 | | -0.890% | (1,305.98) | \$145,433.34 | 3/31/2022 | -0.890% rate assessed from: 1/1/22 thru 3/31/22 |
| | (2022) Interest Earned thru 6/30/22 | | -3.572% | (5,194.88) | \$140,238.46 | 6/30/2022 | |
| | (2022) Interest Earned thru 9/30/22 | | -4.518% | (6,335.97) | \$133,902.49 | 9/30/2022 | |
| | (2022) Interest Earned thru 12/31/22 | | -1.811% | (2,424.97) | \$131,477.51 | 12/31/2022 | |
| 1/1/2023 | 2021 Worker's Compensation Dividend | 18,111.00 | | | \$149,588.51 | | |
| 3/31/2023 | (2023) Interest Earned thru 3/31/23 | | 1.125% | 1,682.87 | \$151,271.38 | 3/31/2023 | |
| 6/30/2023 | (2023) Interest Earned thru 6/30/23 | | 1.924% | 2,910.46 | \$154,181.84 | 6/30/2023 | |
| 9/30/2023 | (2023) Interest Earned thru 9/30/23 | | -2.067% | (3,186.94) | \$150,994.91 | 9/30/2023 | |
| 12/31/2023 | (2023) Interest Earned thru 12/31/23 | | 3.110% | 4,695.94 | \$155,690.85 | 12/31/2023 | |
| 1/30/2024 | 2023 Worker's Compensation Dividend | 14,002.00 | | | \$169,692.85 | | |
| 3/31/2024 | (2024) Interest Earned thru 3/31/24 | | 1.454% | 2,467.33 | \$172,160.18 | 3/31/2024 | |
| 6/30/2024 | (2024) Interest Earned thru 6/30/24 | | 1.402% | 2,413.69 | \$174,573.87 | 6/30/2024 | |
| 9/30/2024 | (2024) Interest Earned thru 9/30/24 | | 1.358% | 2,370.71 | \$176,944.58 | 9/30/2024 | |
| 9/30/2024 | (2024) Interest Earned thru 12/31/24 | | -1.934% | (3,422.11) | \$173,522.47 | 12/31/2024 | |
| 3/5/2025 | 2024 Worker's Compensation Dividend | 15,685.00 | | | \$189,207.47 | | add when paid |
| 3/31/2025 | Interest earned through 3/31/25 | | -2.323% | (4,395.29) | \$184,812.18 | | |
| 3/1/2015 | 2014 Liability Dividend | 9,936.00 | -2.843% | (282.48) | \$9,653.52 | 2/29/2016 | -2.843% rate assessed from: 3-1-15 thru 2-29-16 |
| 3/1/2015 | 2014 APD Dividend | 1,899.00 | -2.843% | (53.99) | \$11,498.53 | | |
| 3/1/2016 | 2015 Liability Dividend | 10,920.00 | 6.855% | 1,536.79 | \$23,955.32 | 2/28/2017 | 6.855% rate assessed from: 3-1-16 thru 2-28-17 |
| 3/1/2016 | 2015 APD Dividend | 879.00 | 6.855% | 60.26 | \$24,894.58 | | |
| 3/1/2017 | 2016 Liability Dividend | 11,443.00 | 5.340% | 1,940.43 | \$38,278.00 | 2/28/2018 | 5.340% rate assessed from: 3-1-17 thru 2-28-18 |
| 3/1/2017 | 2016 APD Dividend | 1,378.00 | 5.340% | 73.59 | \$39,729.59 | | |
| 3/1/2018 | 2017 Liability Dividend | 12,113.00 | 1.757% | 910.87 | \$52,753.46 | 2/28/2019 | 1.757% rate assessed from: 3-1-18 thru 2-28-19 |
| 3/1/2018 | 2017 APD Dividend | 1,031.00 | 1.757% | 18.11 | \$53,802.58 | | |

| | | | | | | | |
|------------|--------------------------------------|----------|---------|------------|---------------------|-------------------|---|
| 3/1/2019 | 2018 Liability Dividend | 7,273.00 | 8.065% | 4,925.75 | \$66,001.32 | 12/31/2019 | <i>8.065% rate assessed from: 3-1-19 thru 12-31-19</i> |
| 3/1/2019 | 2018 APD Dividend | - | | - | \$66,001.32 | | |
| 3/1/2020 | 2019 Liability Dividend | 7,841.00 | -2.119% | (1,564.72) | \$72,277.60 | 3/1/2020 | <i>-2.119% rate assessed from: 12-31-19 thru 3-1-20</i> |
| 3/1/2020 | 2019 APD Dividend | 1,086.00 | -2.119% | (23.01) | \$73,340.59 | | |
| | (2020) Interest Earned thru 12-31-20 | | 10.019% | 7,347.99 | \$80,688.59 | 12/31/2020 | <i>10.019% rate assessed from: 3-1-20 thru 12-31-20</i> |
| | (2021) Interest Earned thru 3-1-21 | | 1.716% | 1,384.62 | \$82,073.20 | 3/1/2021 | <i>1.716% rate assessed from: 12-31-20 thru 3-1-21</i> |
| 3/1/2021 | 2020 Liability Dividend | 7,257.00 | | - | \$89,330.20 | | |
| 3/1/2021 | 2020 APD Dividend | 870.00 | | - | \$90,200.20 | | |
| | (2021) Interest Earned thru 6-30-21 | | 3.643% | 3,285.99 | \$93,486.19 | 6/30/2021 | <i>3.643% rate assessed from: 3-1-21 thru 6-30-21</i> |
| | (2021) Interest Earned thru 12-31-21 | | 2.476% | 2,314.72 | \$95,800.91 | 12/31/2021 | <i>2.476% rate assessed from: 7-1-21 thru 12-31-21</i> |
| | 2021 APD Dividend (n/a) | - | | | \$95,800.91 | | |
| 3/1/2022 | 2021 Liability Dividend | 8,451.00 | | | \$104,251.91 | | |
| 3/31/2022 | (2022) Interest Earned thru 3/31/22 | | -0.890% | (927.84) | \$103,324.07 | | <i>-0.890% rate assessed from: 1/1/22 thru 3/31/22</i> |
| 6/30/2022 | (2022) Interest Earned thru 6/30/22 | | -3.572% | (3,690.74) | \$99,633.34 | | |
| 9/30/2022 | (2022) Interest Earned thru 9/30/22 | | -4.518% | (4,501.43) | \$95,131.90 | | |
| 12/31/2022 | (2022) Interest Earned thru 12/31/22 | | -1.811% | (1,722.84) | \$93,409.06 | | |
| 3/1/2023 | 2022 Liability Dividend | 8,371.00 | | | \$101,780.06 | | |
| 3/31/2023 | (2023) Interest Earned thru 3/31/23 | | 1.125% | 1,145.03 | \$102,925.09 | 3/31/2023 | |
| 6/30/2023 | (2023) Interest Earned thru 6/30/23 | | 1.924% | 1,980.28 | \$104,905.37 | 6/30/2023 | |
| 9/30/2023 | (2023) Interest Earned thru 9/30/23 | | -2.067% | (2,168.39) | \$102,736.97 | 9/30/2023 | |
| 12/31/2023 | (2023) Interest Earned thru 12/31/23 | | 3.110% | 3,195.12 | \$105,932.09 | 12/31/2023 | |
| 3/31/2024 | (2024) Interest Earned thru 3/31/24 | | 1.454% | 1,540.25 | \$107,472.35 | 3/31/2024 | |
| 6/30/2024 | (2024) Interest Earned thru 6/30/24 | | 1.402% | 1,506.76 | \$108,979.11 | 6/30/2024 | |
| 9/30/2024 | (2024) Interest Earned thru 9/30/24 | | 1.358% | 1,479.94 | \$110,459.04 | 9/30/2024 | |
| 12/31/2024 | (2024) Interest Earned thru 12/31/24 | | -1.934% | (2,136.28) | \$108,322.77 | 12/31/2024 | |
| 3/5/2025 | 2024 Liability Dividend | 7,093.00 | | | \$115,415.77 | | |
| 3/31/2025 | Interest earned through 3/31/25 | | -2.323% | (2,681.11) | \$112,734.66 | | |

TOTAL Balance of Dividends Held

\$297,546.84

Dividend calculated and "paid" to Kimberly for the products indicated - Kimberly elected to have CVMIC hold dividends for investment earnings potential. Report is sent to Kimberly Member Representative annually or as requested.

Investment income earned on balance to date multiplied by the rate for the period indicated.

Investment return obtained from Dana Investment Advisors or Clearwater Analytics for period indicated.

NOTE: Dividends Held balance would be calculated to the day of distribution to the member based on the Clearwater Analytics Total Return percentage through that date for all dividends held.

Trust Financial Statements for June 2025

Capital Credit Union

| FUND | BALANCE as of 5/31/25 | % of total Investment | CCU Interest Earned | PLUS DEPOSITS | LESS DISBURSEMENTS | BALANCE as of 6/30/25 | DEPOSIT & DISBURSEMENT DESCRIPTIONS |
|------------------------------|--------------------------|--------------------------|------------------------|------------------|-----------------------|--------------------------|---|
| Boat Launch Trust | \$13,579.77 | 0.28% | \$27.57 | | | \$13,607.34 | |
| Cedars/Mill Site Trust | \$1,523,192.53 | 31.53% | \$3,093.76 | | | \$1,526,286.29 | |
| Complex Equipment | \$251,960.15 | 5.22% | \$511.76 | | | \$252,471.91 | |
| Data Processing | \$115,861.72 | 2.40% | \$235.33 | | | \$116,097.05 | |
| EMR Donations Trust | \$16,073.60 | 0.33% | \$32.65 | | | \$16,106.25 | |
| Fire Department | \$143,962.89 | 2.98% | \$292.40 | | | \$144,255.29 | |
| Fire Dept. Donations | \$14,831.80 | 0.31% | \$30.12 | \$6,000.00 | | \$20,861.92 | \$5000- Lundgaard Love \$1000-Scheel's First Reponder game |
| Fox Valley Metro | \$197,998.00 | 4.10% | \$402.15 | | | \$198,400.15 | |
| Impact Fees | \$134,167.63 | 2.78% | \$272.51 | | | \$134,440.14 | |
| Kimberly Library Trust | \$32,883.22 | 0.68% | \$66.79 | | | \$32,950.01 | |
| Park Improvement | \$222,394.05 | 4.60% | \$451.71 | | | \$222,845.76 | |
| Personnel Trust | \$791,988.52 | 16.40% | \$1,608.61 | | | \$793,597.13 | |
| Reassessment Trust | \$113,232.48 | 2.34% | \$229.99 | | | \$113,462.47 | |
| Room Tax Trust Fund | \$132,088.52 | 2.73% | \$268.29 | | | \$132,356.81 | |
| Self Insured Fund | \$160,072.75 | 3.31% | \$325.12 | | | \$160,397.87 | |
| Street Facility Fund | \$349,390.36 | 7.23% | \$709.65 | | | \$350,100.01 | |
| Street Equipment Replacement | \$616,846.34 | 12.77% | \$1,252.88 | \$3,115.00 | | \$621,214.22 | Sale of Equipment |
| | \$4,830,524.33 | 100.00% | \$9,811.29 | \$9,115.00 | \$0.00 | \$4,849,450.62 | |
| Monthly Interest | \$ 9,811.29 | 2.4700% | | | | \$4,849,445.62 | |