

Village of Hales Corners

5635 S. New Berlin Road
Hales Corners, WI 53130
Phone: (414) 529-6161
Fax: (414) 529-6179
www.halescorners.org



James R. Ryan Municipal Building

VILLAGE BOARD - COMMITTEE OF THE WHOLE

December 2, 2024 (Monday) - 6:45 PM

Meeting Notice/Agenda

Notice is hereby given that the Village Board will meet as a Committee of the Whole (COW), at the above date and time, at the James R. Ryan Municipal Building (5635 S. New Berlin Road).

Pursuant to Resolution 20-61, members of the Committee of the Whole may attend this meeting in an electronic platform. The meeting electronic platform link is: <https://meet.goto.com/984742341> or you may dial in at +1 (571) 317-3122 access code: 984-742-341. Requests to access the meeting must be 48 hours in advance of the meeting.

AGENDA

- 1.0 ROLL CALL**
- 2.0 PUBLIC COMMENT** – Comments from the public are limited to three (3) minutes.
- 3.0 AGENDA ITEMS**
 - 3.1 Minutes November 11, 2024
 - 3.2 Cintas proposal for carpet runners, coveralls, shop towels
 - 3.3 Removal of Village Hall trees
 - 3.4 Resolution removing restricted revenues for the Whitnall School District
 - 3.5 Summer Recreation Program Fees - 2025
- 4.0 ADJOURNMENT**

A handwritten signature in cursive script, appearing to read 'Sandra M. Kulik'.

Sandra M. Kulik, Village Administrator

November 27, 2024

NOTE: Issues that require public input or for which citizens are present will receive priority on the agenda. Hearing or speech impaired persons who require special services should notify the Village staff in advance of the meeting.

ITEM

- 3.1 Minutes – as presented.
- 3.2 Cintas – S. Houte to present.
- 3.3 Removal of Village Hall trees – S. Houte to present.
- 3.4 WSD Resolution – included in packet. S. Kulik to present.
- 3.5 Summer Recreation Fees – S. Kulik to present.

Sandy Kulik (11.27.24)

3.1

The meeting was called to order at 6:45 p.m. by Ian Thomson.

1.0 Roll Call – Present: Chair I. Thomson, Trustees: M. Bennett, T. Brinkmeier, J. Chesney, M. Eternicka, K. Meleski, and Pres. D. Besson. Staff: Administrator S. Kulik. Audience (1).

2.0 PUBLIC COMMENT – none.

3.0 AGENDA ITEMS

3.1 **Minutes October 8, 2024** – no changes, minutes placed on file.

3.2 **Police Department – Collective Bargaining Agreement memorandum of understanding to reclassify the Detective position** – S. Kulik reported on request to reinstitute a detective position at a lower step than the sergeant's rate. The bargaining unit is in agreement with this proposal. This item was briefly discussed when they presented their budget.

Motion (Chesney, Bennett) to forward to the Village Board for approval; motion passes unanimously.

3.3 **2025 Budget Proposal** – S. Kulik presented the revised public hearing page, the only change be a projected Tax Incremental Tax amount based upon the levies from the overlying district. S. Kulik reported on the summary page which reflects the fund balances relative to the new estimated TID tax to be collected. Lastly, she reported on the tax levy rate page which is still estimating the school levy credit, first dollar credit and lottery credit as that information is not due until November 20, 2024. She reported that the Village levy amount is 5% less per mil rate than 2023. Assessment ration has dropped to 97% due to timing of the previous year's value being received well after the State provides their market numbers.

3.3.1 **Fund Balance Resolution** – S. Kulik reported that the only change to the resolution is the increased use of surplus dollars as recommended during budget discussions. She reported that the Village has not had to utilize any previous reserves in over 5 years.

3.3.2 **Tax Levy Resolution** – S. Kulik commented on the draft resolution.

3.3.3 **Sanitary Sewer Utility Resolution** – S. Kulik commented on the draft resolution.

3.3.4 **Stormwater Utility Resolution** – S. Kulik commented on the draft resolution. She reported on that on the night they have their public hearing, all numbers will be finalized and no action on these items is needed at this time.

4.0 ADJOURNMENT – **Motion** (Chesney, Eternicka) to adjourn at 7:05 p.m.; motion passes unanimously.

Submitted,

Sandra M. Kulik, Administrator

Memo

To: Village Board
From: Sandy Kulik, Village Administrator
Date: November 27, 2024
Re: Agenda Item : 3.2 Cintas Agreement

The Village Hall, Public Works and Health Department have been utilizing ITU Industrial Services for floor mats, coveralls and shop towels. During a review of this vendor, a multi-year contract was signed by the former Director, Scott Rewolinski, without receiving Board approval or notice. In addition, staff has had interactions with this vendor that lead to a request to terminate the contract which the vendor has agreed to.

Cintas has drafted a proposal to provide this service. Staff is requesting approval of the agreement.

Sandra Kulik

From: jweslaw (null) <jweslaw@aol.com>
Sent: Thursday, November 7, 2024 4:48 PM
To: Steven Houte
Cc: Sandra Kulik
Subject: Re: Cintas legal response
Attachments: image006.png; ATT00001.htm; image002.jpg; ATT00002.htm; image003.jpg; ATT00003.htm; image004.jpg; ATT00004.htm; image005.jpg; ATT00005.htm; Hales Corners - Mat Services - Towel Services - ID4543 - 11.7.24.doc; ATT00006.htm; Hales Corners - Ominia Agreement edits - ID4543 - 11.7.24.pdf; ATT00007.htm

I assume the Village will have all records of substance related to this Agreement, so I surrender to the 2 years contractor retention instead of 7 and the Agreement is good to go to the Village Board as Citas has presented. Thanks.

On Nov 7, 2024, at 1:48 PM, Steven Houte <shoute@halescorners.org> wrote:

Jesse,

Please review the previous email and attachments.

Thank you,
Steven Houte,
Department of Public Works Project Manager

Village of Hales Corners
5635 S. New Berlin Rd.
Hales Corners, WI 53130
Phone: (414) 529-6165
Fax: (414) 529-6165

From: Schultz, Karl <SchultzK3@cintas.com>
Sent: Thursday, November 7, 2024 1:32 PM
To: Steven Houte <shoute@halescorners.org>
Cc: Flores, Richard <FloresR2@cintas.com>; Sandra Kulik <skulik@halescorners.org>
Subject: Cintas legal response

Hi Steven!

Thanks for your patience! Attached you will find the legal edits from Cintas. The changes being asked by Cintas I feel are very minor and I'm sure your attorney will agree.

Please note that the Cintas legal department revised this agreement making the terms and conditions consistent with Cintas policy and industry standards for the products and services Cintas is providing. The revisions allocate risk and liability in a manner consistent with market norms and Cintas policy, thus enabling Cintas to provide these products and services at competitive market pricing. As the revisions are consistent with industry standard and are directly linked to Cintas' policy and ability to provide competitive pricing, Cintas will need an explanation before agreeing to additional revisions.

We can meet the insurance requirements without any changes.

Thanks much and hopefully we can get through this portion quickly and off to the board for approval!

Karl Schultz

Regional Manager Public Sector

Cintas Corporation

Mobile: 651.747.6947

schultzk3@cintas.com | cintas.com

Wisconsin | Minnesota | Nebraska | North Dakota | South Dakota

RESOLUTION NO. 24 - XX

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN
AGREEMENT FOR FLOOR MATS, SHOP TOWELS AND COVERALL
RENTAL SERVICES WITH CINTAS CORPORATION

WHEREAS, the Village is in need of rental services for floor mats, shop towels and coveralls; and

WHEREAS, Cintas Corporation has provided a proposal to offer such services; and

WHEREAS, the Village Board having found such proposal by Cintas Corporation to be reasonable and necessary.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Hales Corners, Wisconsin, that the Agreement for rental services for floor mats, shop towels and coveralls with Cintas Corporation, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Village President and the Village Administrator/Clerk be and the same are hereby authorized to execute and deliver the aforesaid Agreement.

PASSED AND ADOPTED this _____th day of _____, 2024

(VILLAGE SEAL)

Daniel J. Besson, Village President

Sandra M. Kulik, Administrator/Clerk

AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, between the Village of Hales Corners, 5635 South New Berlin Road, Hales Corners, Wisconsin 53130 (hereinafter "CLIENT") and _____ (hereinafter "CONTRACTOR"), whose principal place of business is _____.

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT;

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide _____; and

WHEREAS, CLIENT desires to participate in the Omnia Workplace Solutions Cooperative Agreement between Contractor and the University of Nebraska, (Master Agreement #001299) through the associate Workplace Solutions Cooperative Acceptance Agreement;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for _____, as described in CONTRACTOR's proposal to CLIENT dated _____, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$ _____], subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$ _____. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. _____ will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, _____ CONTRACTOR's Project Manager and other key

providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability	\$3,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$10,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent

acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of _____.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 2 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to

continue to perform work under this Agreement.

- D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of Master Agreement 001299 and the associated Workplace Solutions Cooperative Acceptance Agreement, both of which are made part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

VILLAGE OF HALES CORNERS, WISCONSIN _____

BY: _____

BY: _____

PRINT NAME: Daniel J. Besson

PRINT NAME: _____

TITLE: Village President

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: Sandra M. Kulik

TITLE: Village Administrator/Clerk

DATE: _____

BY: _____

Approved as to form:

Jesse A. Wesolowski, Village Attorney

DATE: _____

Workplace Solutions Cooperative Acceptance Agreement



Location #: _____
 Contract #: _____
 Customer #: _____

Main Corporate Code → **Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #**
GPO CC #13897 GPO Agreement #211011196

(If locally managed MLA please
 replace agreement # with current
 Locally Managed MLA)

Date: _____

Customer/Participating Agency: _____ ("Customer") Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").					
Standard Name Emblem	\$	ea	Standard Agency Emblem	\$	ea
Custom Agency Emblem	\$	ea	Embroidery	\$	ea
Uniform Advantage	Item:			\$	ea per week
Premium Uniform Advantage	Item:			\$	ea per week
Emblem Advantage	Item:			\$	ea per week
Prep Advantage	Item:			\$	ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).				
Make-Up Charge	\$	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				\$	per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.					
Artwork Charge for Logo Mat	\$				
Payment Terms: Net 30					
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ per garment will be assessed for employee's size changed within 4 weeks of installation.				
Other					

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials: _____ Customer Initials: _____

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.

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 #001299 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 ¶ 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.
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.

Cintas Representative Initials: _____

Customer Initials: _____

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 must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
- ☐ Yes ☐ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. **Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
- ☐ Yes ☐ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
15. **Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
- ☐ Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- ☐ No additional terms needed
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.

Customer should check "Yes" and revise the title of their terms to make clear the terms are "additional terms" to this acceptance agreement.

Cintas Location #:	Customer Signature:
Cintas Representative Signature:	Print Name:
Title:	Print Title:
Accepted-GM:	Email:
Cintas Enterprise Account: ☐ Yes ☐ No	Customer Contact:
Cintas Enterprise Partner Name:	Customer Contact Email:

Cintas Representative Initials: _____ Customer Initials: _____

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? _____

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☐ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form? _____

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: _____

Account Payable Contact Phone #: _____

Account Payable Email: _____

Payer Street Address: _____

City: _____

ST/PROV: _____

ZIP/PC: _____

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

☐ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address: _____

City: _____

ST/PROV: _____

ZIP/PC: _____

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☐ YES ☐ NO If yes, please provide PO# _____

Will the same PO need to appear on each invoice? ☐ YES ☐ NO Is there an expiration date? _____

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: _____

Customer Initials: _____

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

[illegible]**WORKPLACE SERVICES PRODUCTS PRICING (cont.):**

Continued from page 1

[illegible]

Additional sites added at a later date will be required to sign the attached Exhibit A with a minimum term of 36 months.

Cintas Representative Initials: _____ Customer Initials: _____

Cintas Representative Initials: _____ Customer Initials: _____

Memo

To: Village Board
From: Sandy Kulik, Village Administrator
Date: November 27, 2024
Re: Agenda Item : 3.3 Removal of trees

During 2025 Budget deliberations, a discussion on removing the trees in front of the Village Hall due to age and condition was discussed. There is a donation for new trees from the Garden Club (2 trees) and that any additional tree plantings could be funded by Village Hall maintenance accounts.

Village Public Works personnel would do the removal and the only expense would be for a stump grinder to remove the base.

Staff is requesting permission to proceed.

Memo

To: Village Board
From: Sandy Kulik, Village Administrator
Date: November 27, 2024
Re: Agenda Item : 3.4 – Restricted Reserves Whitnall School District

During 2025 Budget deliberations, it was motioned to draft a resolution to remove the restriction of the funds set aside for the Whitnall School District. Attached is a draft resolution for your consideration.

RESOLUTION NO. 24-XX

A RESOLUTION AUTHORIZING 2024 NON-MAJOR SPECIAL REVENUE FUNDS
RESERVE TO REMOVE THE RESTRICTION FOR THE WHITNALL SCHOOL
DISTRICT

WHEREAS, the Village Board of Trustees of the Village of Hales Corners has approved Resolution 24-07 which restricted funds for the Whitnall School District in the amount of \$18,000; and

WHEREAS, the Village Board has determined that the purpose of the restriction to augment projects at the Hales Corners Elementary School which has since been withdrawn; and

WHEREAS, the Summer Recreation program fees were the original source of the surplus funding and need exists to replace equipment for the continuity of the program; and

WHEREAS, a better restriction of the funds shall be to support parks and recreation projects that are needed for Schoetz Park.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees hereby removes the reservation and restriction from Whitnall School District to Parks & Recreation Reserves and authorizes the transfer of funds to a new reserve account as shown below.

Account	Description	Decrease (Increase)
600-32625	Whitnall School District Reserved	18,000
600-32675	Parks & Recreation Programs	(18,000)

BE IT FURTHER RESOLVED, that \$6,000 of the restricted funds may be utilized in 2024 and 2025 as needed to purchase equipment in support of summer recreation programming.

PASSED and ADOPTED this _____th day of December, 2024.

Daniel J. Besson, Village President

Sandra M. Kulik, Administrator/Clerk

- | <u>#</u> | <u>ITEM</u> |
|----------|---|
| 3.1 | Minutes – as presented. |
| 3.2 | Cintas – S. Houde to present. |
| 3.3 | Removal of Village Hall trees – S. Houde to present. |
| 3.4 | WSD Resolution – included in packet. S. Kulik to present. |
| 3.5 | Summer Recreation Fees – S. Kulik to present. |

Sandy Kulik (11.27.24)

Memo

To: Village Board
From: Sandy Kulik, Village Administrator
Date: November 27, 2024
Re: Agenda Item : 3.5 – Summer Recreation 2025 Fees

During 2025 Budget deliberations, it was motioned for staff to revisit the summer recreation fees due to the other funding sources identified for equipment needs for the program.

From the fees recommended during budget development to the revised resolution attached to this memo, is a \$10 reduction per classification based upon attendance estimated at 150 participants.

A motion to recommend is requested.

STATE OF WISCONSIN VILLAGE OF HALES CORNERS MILWAUKEE COUNTY

RESOLUTION NO. 24-XX

A RESOLUTION ESTABLISHING 2025 SUMMER RECREATION PROGRAM FEES

WHEREAS, the Village Board of Trustees has reviewed the Village Summer Recreation Program fees and determined that such fees are reasonable and necessary to reflect the costs of providing the Program.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees hereby establishes the following fees for the Village of Hales Corners Summer Recreation Program:

Summer Recreation	
Resident – per child	\$600
Resident – 2nd-4th child	\$565
Nonresident – per child	\$655
Nonresident – 2nd-4th child	\$600

BE IT FURTHER RESOLVED, that said amended fees shall be effective upon passage.

PASSED and ADOPTED this _____th day of December, 2024.

Daniel J. Besson, Village President

Sandra M. Kulik, Village Administrator/Clerk