Village of Hales Corners

5635 S. New Berlin Road
Hales Corners, WI 53130
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James R. Ryan Municipal Building

VILLAGE BOARD - COMMITTEE OF THE WHOLE

October 8, 2024 (Tuesday) - 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 August 5, 2024
- 3.2 Update on Fire Engine Purchase, State Trust Fund Loan and optional funding proposal
- 3.3 Close Capital Project Equity accounts for completed projects
- 3.4 Single Audit Report – 2024
- 3.5 Purchasing Policy
- 3.6 Additional Principle Payment on Tax Incremental District #4 to Developer
- 3.7 Request for Proposals – Planning Services
- 3.8 Proposal for lead service line replacement loan agreement (Hales Happiness Water Project)
- 3.9 Discussion on continued support for Library Foundation- carried over from August meeting
- 3.10 Discussion on notice of cancellations of meeting of boards, commissions and committees

4.0 ADJOURNMENT

Sandra M. Kulik

Sandra M. Kulik, Village Administrator
September 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.

Committee of the Whole
October 8, 2024

AGENDA SUPPLEMENT

#	ITEM
3.1	Minutes – as presented.
3.2	Update on Fire Engine – S. Kulik to present.
3.3	Close CIP accounts – S. Kulik to present.
3.4	Single Audit – 2024 – S. Kulik to present.
3.5	Purchasing Police – S. Kulik to present.
3.6	Additional TID Principle payment – S. Kulik to present.
3.7	RFP Planning Services – S. Kulik to present.
3.8	Lead Service Line Loan Proposal – S. Kulik to present.
3.9	Library Foundation discussion – Carried over from August COW
3.10	Cancelled meeting discussion – requested by M. Bennett

Sandy Kulik (09.27.24)

COMMITTEE OF THE WHOLE - Minutes
August 5, 2024

Village of Hales Corners, WI
5635 S. New Berlin Road

The meeting was called to order at 6:55 p.m. by Chair K. Meleski.

1.0 Roll Call – Present: Chair K. Meleski, Trustees: M. Bennett, T. Brinkmeier, J. Chesney, M. Eternicka Meleski, I. Thomson (virtual) and Pres. D. Besson. Staff: Administrator S. Kulik Audience (44).

2.0 PUBLIC COMMENT – none.

3.0 AGENDA ITEMS

3.1 **Minutes July 1, 2024** – no edits, placed on file.

3.2 **Wisconsin Youth Baseball – Schoetz Park proposal –**

Joe Tilly, S97W13290 Lloyd Mangrum Ct, Muskego, WI representing Wisconsin Youth Baseball (WYB) addressed the Committee and reported that the WYB is in agreement with the proposal.

D. Besson commented on the agreement including that it will require dates to be added for ratification, that the annual meetings needs to be adjusted for tournament schedules to be reported in August each year, that the board gets final say on the tournament teams/clubs, and the liability and other insurance coverages needs to be updated. He reported that the agreement caps the tournaments at the 2024 season amounts and parking is restricted to the west side of 116th Street.

Chris Schultz, 5356 S. 98th St., Hales Corners addressed the Committee in support of the WYB and against increasing tournaments as requested by the Halo/Angels group.

Motion (Chesney, Besson) to forward to the Village Board for approval with technical corrections to be approved by the Village Attorney.

I. Thomson commented on discussions about the August date for submittal of tournament sublessees and schedules should be added to the agreement.

M. Bennett asked for confirmation that the Village Board would be the final approver for sublessees. D. Besson stated she was correct.

M. Eternicka requested that two stalls at Schoetz Park be signed to designate them for fishing only. S. Kulik commented she could do that but it was not enforceable without an ordinance and even then it would be difficult to enforce. M. Eternicka commented that it was just to have courtesy parking under an honor system. S. Kulik stated she would advise DPW to install the signs.

Public Comments:

Chris Schultz, 5356 S. 98th Street, Hales Corners addressed the Committee regarding his support for WYB and does not want increased use of the park.

Michael Winstanley, 11740 W. Woodside Dr, Hales Corners addressed the Committee regarding the current WYB maintenance in the park and that he does not agree with the contract language that shares 50/50 costs for repairs. He feels that the Village should not have to contribute anything via tax dollar support.

Bill Graham, 5340 S. 116th St, Hales Corners, address the Committee regarding the improved parking noted this year and did not support any more use of the park for baseball than currently exists.

Rodrick Schuldt, 11807 W. Woodside Dr, Hales Corners addressed the Committee regarding maintain existing tournaments and not increasing them and complained about food trucks used over the concessions.

Nicole Volkomer, 5446 S. 113th St, Hales Corners addressed the Committee regarding support for WYB and did not want the additional contract sublessee of the Halo/Angels group.

Shannon Olson, 7203 Whipperwill Ct, Wind Lake, WI addressed the Committee regarding support for the WYB.

Stuart White, 11730 W. Woodside Dr, Hales Corners addressed the Committee regarding support for WYB and does not want privatization of the park.

Matt Free, 4340 S. 123th St, Greenfield, WI addressed the Committee regarding support for the WYB as a coach of the program.

Ireneusz Karaban, 11817 W. Woodside Dr, Hales Corners addressed the Committee regarding support for WYB and no expansion.

Steve Gebbia, 12035 W. Black Oak, Greenfield, WI addressed the Committee regarding support for WYB.

Tim Stachowiak, 11915 W. Woodside Dr, Hales Corners addressed the Committee regarding support for the WYB.

M. Eternicka asked for clarification of what was being voted upon as the priority under the agreement would be for WYB events and the sublessees work with WYB and provide that to the Village Board who make the final approval of groups under the agreement. D. Besson commented that he was correct in his understanding.

On the motion; motion passes unanimously.

3.3 **Schoetz Park Baseball Program – presentation and discussion regarding the use of Schoetz park by Halo Athletics/Milwaukee Angels -** D. Besson commented that after reading what was submitted by the Halo group, along with the 37 year history of working with Whitnall Youth Baseball (WYB) that he doesn't believe that the residents of Hales Corners are ready for the expanding use of the park.

Motion (Besson, Brinkmeier) to deny proposed agreement as submitted due to safety concerns and impact on the surrounding residential community.

Public Comments:

Nicole & John Lutz, representing The Halo Facility – Home of the Milwaukee Angels & Midwest Halos, W160S6369 Commerce Dr, Muskego, WI addressed the Committee regarding the proposal. The group is a 5013C not for profit whose mission is to support youth sports. She expressed concerns that they began by not even listening to their comments. She reported that Schoetz Park was in need of maintenance and that the WYB was not keeping up the conditions. She expressed concerns related to concessions and use of the pavilion on the site. Further, the restrooms need work as the stall doors don't close. She commented that their group would bring in revenues to area businesses and provide capital repairs at the site.

M. Eternicka asked them to clarify that their group had approached WYB and was denied. N. Lutz confirmed that was correct.

M. Eternicka asked how many additional weekends they would be looking for. N. Lutz commented that it was 30 to 15 if approved and that she wanted the Village to have the WYB view their program as having priority over other groups.

T. Brinkmeier asked what they felt were the reservations with their group working with the WYB and commented that they should be just working through it together.

I. Thomson asked if the Halo/Angels had any other facilities. N. Lutz commented that they have practice building facilities but no other tournament site.

M. Eternicka asked to call the question. Seconded by T. Brinkmeier. Motion passes unanimously to call the question.

On the main motion, motion passes 7-0.

Additional comment:

Joseph Zawikowski, 10901 W. Parnell, Hales Corners addressed the Committee regarding support for the Milwaukee Angels group and disappointment that the Committee had voted to deny it before hearing what the group had to present.

3.4 **Discussion on continued support for Library Foundation** – K. Meleksi reported that he asked for the item to be put on the agenda as he wanted to discuss the Board agreement to support the Foundation, for which the Foundation still isn't official formed and he did not know how they would deny others asking for the same support under similar circumstances. There were not clear missions or members noted when they gave their support. He just wanted it out there for discussion and if the Committee choses to they can put it on the agenda for next month.

Motion (Brinkmeier, Eternicka) to withdraw support until the bylaws and members are fully formed.

M. Bennett commented that they now have all of their members and they had finally worked with an attorney to get this completed. She commented she is not sure withdrawing support is needed while they are still in development and that all parties to work together.

K. Meleski commented that his concern is that there are no bylaws, that it is unformed as foundation so what is it exactly they are supporting and that he was all in favor of it at the time as he thought they had been fully formed.

M. Eternicka commented that they could maintain their support but develop a plan for the Library that both entities support in partnership as long as the priorities are aligned with both bodies and not going after the same big donors. He felt it needs to be in some formal document to solidify each sides position.

K. Meleski commented that he is again only concerned that some other body will come forward asking for support, that isn't fully formed and using this foundations unformed support stance that the Board has taken and it appears arbitrary to select the Library Foundation over whatever this other foundation wants.

D. Besson what bothers him is that the Village Board has no idea what the foundation is doing and as they have since determined that they will not allow a Village Board trustee to be a member.

M. Bennett commented that what was reported at the Library Board meeting is that the attorney for the Foundation is advising that they keep the two bodies completely separate.

K. Meleski commented that this is a good reason to reconsider the support as at the time the Board offered their support, it was with the understanding that a trustee would be a member and if that is no changed, then they should revisit this and step out now.

T. Brinkmeier commented that it does seem premature to support this without knowing what the structure is and there is no different opinions from the Foundation and the Village. He stated that we support these people, but more information is needed on what the organization is.

D. Besson commented that he felt that it was going to be a joint effort of the Library Board, Village Board and the foundation and then it quickly changed and they are not sure if anyone from the two boards would be included. They decided to be a separate entity after Village support was offered.

M. Bennett asked if this was a private discussion. D. Besson responded that it was said at the meeting were support was given.

M. Eternicka call the question. No second. Motion fails.

I. Thomson commented that the original endorsement was a resolution. S. Kulik commented it was not a resolution, it was a consent item.

D. Besson asked what the original motion was. S. Kulik read the motion.

J. Chesney asked if I. Thomson had legal concerns about the motion as a consent item versus a resolution or that they endorsed something that really didn't exist. He commented that the Village Board has the final say on monies raised. S. Kulik replied they do not have that authority, they only have authority over the building and any funds the Village Board would allocate to it.

I. Thomson commented he has concerns about burning bridges by withdrawing the endorsement of the foundation. He commented he wants to know what was really done with that motion. That it was his understanding that they articles of incorporation are done and they are looking to be independent organization, which is within their rights. He commented that it would be nice if they worked jointly, but doesn't see how the action being considered tonight would improve the Village's position on the matter. M. Bennett commented that she agrees.

K. Meleski commented that as they don't know what is in the final documents, which the group was endorsed by the Village, was too premature based upon the Board's lack of knowledge with the articles formed. M. Bennett commented that we knew they were not formed. D. Besson commented that their support was contingent upon a Village Board member would be included on it and that has no changed. M. Bennett commented she does not want to create more ill will as they are just now working on the bylaws.

K. Meleski inquired who is on the foundation. M. Bennett replied that it was Pat Laughlin, Maryann Lindberg, Jon Cagle, Frank Pum, Bill Ritzman and Nancy Wilkes from the Library Board. She repeated that this feels like poor timing as they just became fully formed with their board members.

T. Brinkmeier inquired if M. Bennett is more comfortable that the Librarian, Library Board, Village Board and foundation boards are more aligned. M. Bennett commented she has heard nothing from the Library Director or Library Board indicating they were not comfortable. D. Besson commented that the Library Director had commented she had no input with the foundation. M. Bennett commented that the foundation wanted to be apolitical and they were learning as they formed the it that there should be some separation. D. Besson commented that they really needed to know what the original motion was at the next meeting.

T. Brinkmeier commented that he felt M. Bennett had made a compelling case to withdraw his motion. M. Eternicka seconded the withdrawal.

K. Meleski commented that we should ask the foundation members to attend the next meeting. S. Kulik commented that she would need to look up the meeting minutes and would report back at the next COW.

3.5 **Recommendation for policy guidelines for licenses related to alcohol beverages – Motion** (Besson, Brinkmeier) to forward to the Village Board for approval; motion passes unanimously.

3.6 **Update on Health/Dental/Vision – 2024-25 Insurance renewal** – S. Kulik commented that staff was brought in for a presentation by the broker to assist with understanding the changes to the plan. There is no other alternative than the UHC Nexus plan presented. She requested authorization to cancel the reinsurance plan.
Motion (Bennett, Chesney) to authorize cancellation of reinsurance plan; motion passes unanimously.

3.7 **Request to fund firearm replacements for Police Department (ARPA funds)** – S. Kulik reported on request.
Motion (Chesney, Brinkmeier) to forward to the Village Board for approval; motion passes unanimously.

3.8 **Request for funds for Network Infrastructure Hardware –(ARPA funds)** – S. Kulik reported on request.
Motion (Bennett, Besson) to forward to the Village Board for approval; motion passes unanimously.

3.9 **St. Mary's Parish Royal Run 2024 – 9/13/24** – S. Kulik reported on request.
Motion (Chesney, Bennett) to forward to the Village Board for approval; motion passes unanimously.

3.10 **Drop Boxes for Fall Election** – S. Kulik reported on memo in the packet.
Motion (Chesney, Bennett) to not utilize drop boxes for the fall election; motion passes unanimously.

3.11 **MMSD 2023 Annual Report** – S. Kulik reported on document. Placed on file.

3.12 **August BOT date reminder** – no action just a reminder of the meeting for August 26, 2024.

3.13 **October Budget Meetings** –S. Kulik referred to memo in packet.
Motion (Besson, Chesney) to accept meeting schedule; motion passes 6-0-1. (Eternicka left meeting at 9 p.m.).

4.0 ADJOURNMENT – Motion (Chesney, Besson) to adjourn at 9:14 p.m.; motion passes 6-0-1.

Submitted,

Sandra M. Kulik, Administrator

Village of Hales Corners

Memo

To: Village Board

From: Sandy Kulik, Village Administrator

Date: September 27, 2024

Re: Agenda Item : 3.2 Update on Fire Engine Financing

As the Fed Rate dropped in September by .50%, the State Trust Fund Loan (STFL) program contacted me to inquire if we wanted to withdraw our currently approved loan and reapply at a 5.25% rate compared to the 6.0% that was approved.

I did the math on the interest calculation and that would save roughly $64,000 in interest payments over the life of the loan. Based upon that, I used the estimator to calculate the interest rate on a 3.86% General Obligation (GO) Note. A Note issuance would save approximately $114,000 in interest payments and the only real concern was receiving the proceeds in a timely manner and would include parking lot repairs for the Fire Station too.

I contacted our Financial Advisor, Carol Wirth, and discussed this scenario with her. She commented she could get the documents in line and sale date in November for a proceeds date in December of this year. Based upon the interest savings, I requested she run the numbers for the engine at $935,000 and a $250,000 parking lot repair for the fire station that is proposed for 2025 by the Building Facilities Maint. Committee. It makes sense to repair the pavement and aprons at the site rather than drive a nearly $1 million dollar piece of equipment over a parking lot that could damage the undercarriage of the unit. The interest savings of $114,000 using a note is 48% of the cost of fixing that parking lot.

Ms. Wirth is preparing the documents for sale, at no charge and no commitment, for presentation to the Board on October 14, 2024. It would be my recommendation to withdraw our Trust Fund Loan. We are under no obligation or cost to the State Trust Fund Loan program for withdrawing.

Attached is the information received from Ms. Wirth. Below is a comparison of the borrowing from above.

State Trust Fund Loan Annual Payment:	$ 130,900.14
Loan Amount:	$ 935,000.00
Total Interest:	$ 374,001.51
Note Annual Payments:	$141,000 to 142,800
Loan Amount: $1,185,000	Includes parking lot
Total Interest:	$ 236,675.00
State Trust Fund Loan at $1,185,000	
Annual Payment:	$ 170,652.95
Total Interest:	$ 350,876.59
Savings in Interest:	$ 114,201.59

Sandra Kulik

From:	Carol Wirth <cawirth@wipublicfinance.com>
Sent:	Friday, September 27, 2024 2:29 PM
To:	Sandra Kulik
Subject:	$1,185,000 Financing Comparison
Attachments:	$1,185,000 G.O. Notes 2024 Rated Prelim 9-27-24.XLS; $1,185,000 STF Loan @ 5.25%.XLS; Timeline for 2024 G.O. Notes.pdf

HI Sandy,

I have reached out to various underwriters and reviewed recent Wisconsin sales in the market to determine which path to take regarding a rating or not, as well as the impact on the rate and the marketability of the issue.

To summarize my findings, the application for a rating appears to result in more market participation which may result in a slightly better interest rate than going non-rated. If the Notes are non-rated, there is a good possibility that underwriters will throw on bond insurance which results in higher issuance costs than I can project at this time. Therefore, applying for a bond rating, should not require bond insurance since the Village has a "Aa3" rating.

I requested fee quotes from Moody's and Quarles as well. The issuance expenses that I have verified are as follows:

WPFP Municipal Advisor Fee - $13,750
Official Statements - $650
Quarles & Brady Bond Counsel - $10,750
Moody's Rating Fee - $14,500
Total - $39,650 expenses to be paid by the winning underwriter and included in their bid.

The underwriter will also include his compensation in the bid, which will be determined at the time bids are received. My preliminary schedules are run with $12 / bond or $14,220.

The attached schedules reflect a 10-year level debt service solution with all expenses included in the interest rate, based on yields from a Village of Plover sale which was sold on Wednesday. The estimated true interest rate for the $1,185,000 G.O. Notes is 3.86%

I also ran an estimated schedule for a State Trust Fund Loan at 5.25% using the same dating as the General Obligation Promissory Notes. The estimated difference in interest costs is $114,200. Let me know if this difference is still achieving a level of potential savings that the Village wants to proceed with.

If you want to proceed, I will prepare my report for the October 14th meeting and the Municipal Advisory Agreement for this financing.

Also attached is a preliminary timeline for the financing, taking into consideration that you have a big election to handle in November. Let me know your thoughts if this timeline works for you.

Best regards,

Village of Hales Corners

2024 Financing Timeline

$1,185,000 General Obligation Promissory Notes

October 14	Village Board Presentation – 2024 G.O. Notes Financing
	Prepare Official Statement for Completion and Village Review by November 1, Prepare Rating Presentation, Coordinate Legal Documents
November 12-13	Moody's Rating Conference Call
November 13	Preliminary Official Statement Distributed to Market
November 20	Moody's Rating Released; Credit Report Available
November 25	Sale – WPFP Receives and Verifies Bids @ 10:30 a.m. Quarles & Brady Prepares Final Award Resolution For Village Board Approval - Locking in Final Interest Rates
December 2 – 6	Execution of Closing Documents
December 16	Closing – Funds Wired to Village

Village of Hales Corners

$1,185,000 G.O. Notes - 2024

Preliminary

$1,185,000 General Obligation Promissory Notes 2024 Est. Sources & Uses

Dated 12/16/2024 | Delivered 12/16/2024

Sources Of Funds

Par Amount of Notes	$1,185,000.00
Est. Reoffering Premium	60,864.15
Total Sources	**$1,245,864.15**

Uses Of Funds

Total Est. Underwriters Expenses (Municipal Advisor, Official Statements, Bond Counsel, Rating, Underwriting)	53,870.00
Deposit to Project Construction Fund	1,185,000.00
Excess Premium Deposited to Debt Service	6,994.15
Total Uses	**$1,245,864.15**

Village of Hales Corners
$1,185,000 G.O. Notes - 2024
Preliminary

$1,185,000 General Obligation Promissory Notes 2024 Est. Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/16/2024	-	-	-	-	-
03/01/2025	110,000.00	4.000%	9,875.00	119,875.00	-
09/01/2025	-	-	21,500.00	21,500.00	141,375.00
03/01/2026	100,000.00	4.000%	21,500.00	121,500.00	-
09/01/2026	-	-	19,500.00	19,500.00	141,000.00
03/01/2027	105,000.00	4.000%	19,500.00	124,500.00	-
09/01/2027	-	-	17,400.00	17,400.00	141,900.00
03/01/2028	110,000.00	4.000%	17,400.00	127,400.00	-
09/01/2028	-	-	15,200.00	15,200.00	142,600.00
03/01/2029	115,000.00	4.000%	15,200.00	130,200.00	-
09/01/2029	-	-	12,900.00	12,900.00	143,100.00
03/01/2030	120,000.00	4.000%	12,900.00	132,900.00	-
09/01/2030	-	-	10,500.00	10,500.00	143,400.00
03/01/2031	120,000.00	4.000%	10,500.00	130,500.00	-
09/01/2031	-	-	8,100.00	8,100.00	138,600.00
03/01/2032	130,000.00	4.000%	8,100.00	138,100.00	-
09/01/2032	-	-	5,500.00	5,500.00	143,600.00
03/01/2033	135,000.00	4.000%	5,500.00	140,500.00	-
09/01/2033	-	-	2,800.00	2,800.00	143,300.00
03/01/2034	140,000.00	4.000%	2,800.00	142,800.00	-
09/01/2034	-	-	-	-	142,800.00
Total	**$1,185,000.00**	**Est. TIC 3.86%**	**$236,675.00**	**$1,421,675.00**	-

Yield Statistics

Bond Year Dollars	$5,916.88
Average Life	4.993 Years
Average Coupon	4.0000000%
Net Interest Cost (NIC)	3.8817932%
True Interest Cost (TIC)	3.8659890%
Bond Yield for Arbitrage Purposes	2.7927747%
All Inclusive Cost (AIC)	3.8659890%

IRS Form 8038

Net Interest Cost	2.7937188%
Weighted Average Maturity	5.051 Years

Village of Hales Corners
$1,185,000 G.O. Notes - 2024
Preliminary

$1,185,000 General Obligation Promissory Notes 2024 Est. Debt Service

Calendar Year	Principal (3/01)	Coupon	Estimated Interest	Total Est. Debt Service
2024	-	-	-	-
2025	110,000.00	4.000%	31,375.00	141,375.00
2026	100,000.00	4.000%	41,000.00	141,000.00
2027	105,000.00	4.000%	36,900.00	141,900.00
2028	110,000.00	4.000%	32,600.00	142,600.00
2029	115,000.00	4.000%	28,100.00	143,100.00
2030	120,000.00	4.000%	23,400.00	143,400.00
2031	120,000.00	4.000%	18,600.00	138,600.00
2032	130,000.00	4.000%	13,600.00	143,600.00
2033	135,000.00	4.000%	8,300.00	143,300.00
2034	140,000.00	4.000%	2,800.00	142,800.00
-	**$1,185,000.00**	**Est. TIC 3.86%**	**$236,675.00**	**$1,421,675.00**

Yield Statistics

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IRS Form 8038

Net Interest Cost	2.7937188%
Weighted Average Maturity	5.051 Years

Village of Hales Corners
$1,185,000 G.O. Notes - 2024
Preliminary

$1,185,000 General Obligation Promissory Notes 2024 Preliminary Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price		YTM	Call Date	Call Price	Dollar Price
03/01/2025	Serial Coupon	4.000%	3.000%	110,000.00	100.199%		-	-	-	110,218.90
03/01/2026	Serial Coupon	4.000%	2.550%	100,000.00	101.711%		-	-	-	101,711.00
03/01/2027	Serial Coupon	4.000%	2.550%	105,000.00	103.091%		-	-	-	108,245.55
03/01/2028	Serial Coupon	4.000%	2.600%	110,000.00	104.279%		-	-	-	114,706.90
03/01/2029	Serial Coupon	4.000%	2.600%	115,000.00	105.543%		-	-	-	121,374.45
03/01/2030	Serial Coupon	4.000%	2.650%	120,000.00	106.524%		-	-	-	127,828.80
03/01/2031	Serial Coupon	4.000%	2.750%	120,000.00	107.086%		-	-	-	128,503.20
03/01/2032	Serial Coupon	4.000%	2.850%	130,000.00	107.442%		-	-	-	139,674.60
03/01/2033	Serial Coupon	4.000%	2.900%	135,000.00	107.105%	c	3.016%	03/01/2032	100.000%	144,591.75
03/01/2034	Serial Coupon	4.000%	3.000%	140,000.00	106.435%	c	3.188%	03/01/2032	100.000%	149,009.00
Total	-	-	-	**$1,185,000.00**	-	-	-	-	-	**$1,245,864.15**

Bid Information

Par Amount of Bonds	$1,185,000.00
Reoffering Premium or (Discount)	60,864.15
Gross Production	$1,245,864.15
Total Underwriter's Discount (4.546%)	$(53,870.00)
Bid (100.590%)	1,191,994.15
Total Purchase Price	$1,191,994.15
Bond Year Dollars	$5,916.88
Average Life	4.993 Years
Average Coupon	4.0000000%
Net Interest Cost (NIC)	3.8817932%
True Interest Cost (TIC)	3.8659890%

Village of Hales Corners
$1,185,000 G.O. Notes - 2024
Preliminary

Preliminary Summary Of Underwriter's Expenses

Maturity	Concession	+ Takedown	= Total	Issuance Value
03/01/2025	-	-	-	110,000.00
03/01/2026	-	-	-	100,000.00
03/01/2027	-	-	-	105,000.00
03/01/2028	-	-	-	110,000.00
03/01/2029	-	-	-	115,000.00
03/01/2030	-	-	-	120,000.00
03/01/2031	-	-	-	120,000.00
03/01/2032	-	-	-	130,000.00
03/01/2033	-	-	-	135,000.00
03/01/2034	-	-	-	140,000.00
Total	-	-	-	**$1,185,000.00**

Underwriting & Issuance Expenses

Total Underwriting Risk (1.200%) - Underwriters Est. Compensation	$14,220.00
Total Underwriters Expenses (3.346%)- Municipal Advisor, Official Statements, Bond Counsel, Rating	$39,650.00
TOTAL UNDERWRITING SPREAD (4.546%)	$53,870.00

Village of Hales Corners
$1,185,000 State Trust Fund Loan @ 5.25%
Preliminary

$1,185,000 State Trust Fund Loan 2024 @ 5.25% Est. Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Cal Yr Total
12/16/2024	-	-	-	-	-
03/15/2026	93,270.83	5.250%	77,382.12	170,652.95	170,652.95
03/15/2027	113,337.18	5.250%	57,315.78	170,652.96	170,652.96
03/15/2028	119,146.65	5.250%	51,506.31	170,652.96	170,652.96
03/15/2029	125,542.58	5.250%	45,110.38	170,652.96	170,652.96
03/15/2030	132,133.56	5.250%	38,519.39	170,652.95	170,652.95
03/15/2031	139,070.57	5.250%	31,582.38	170,652.95	170,652.95
03/15/2032	146,305.25	5.250%	24,347.70	170,652.95	170,652.95
03/15/2033	154,052.80	5.250%	16,600.15	170,652.95	170,652.95
03/15/2034	162,140.58	5.250%	8,512.38	170,652.96	170,652.96
Total	**$1,185,000.00**	-	**$350,876.59**	**$1,535,876.59**	-

Yield Statistics

Bond Year Dollars	$6,683.43
Average Life	5.640 Years
Average Coupon	5.2499483%
Net Interest Cost (NIC)	5.2499483%
True Interest Cost (TIC)	5.1740424%
Bond Yield for Arbitrage Purposes	5.1740424%
All Inclusive Cost (AIC)	5.1740424%

IRS Form 8038

Net Interest Cost	5.2499483%
Weighted Average Maturity	5.640 Years

State Trust Fund Loan Calculator Sample Data

Loan Amount:	$935,000.00
Number of Years:	10
Interest Rate:	6%
Yearly Payment:	$130,900.14
Final Payment:	$130,900.22
Total All Payments:	$1,309,001.51
Total Principal Paid:	$935,000.00
Total Interest Paid:	$374,001.51

Sample Amortization Table

Payment	Payment Date	Yearly Payment	Principal	Interest	Total Interest	Balance
1	3/15/2026	$130,900.14	$44,828.91	$86,071.23	$86,071.23	$890,171.09
2	3/15/2027	$130,900.14	$77,489.88	$53,410.27	$139,481.50	$812,681.21
3	3/15/2028	$130,900.14	$82,005.68	$48,894.46	$188,375.96	$730,675.53
4	3/15/2029	$130,900.14	$87,059.61	$43,840.53	$232,216.49	$643,615.92
5	3/15/2030	$130,900.14	$92,283.19	$38,616.96	$270,833.45	$551,332.73
6	3/15/2031	$130,900.14	$97,820.18	$33,079.96	$303,913.41	$453,512.55
7	3/15/2032	$130,900.14	$103,614.84	$27,285.30	$331,198.72	$349,897.71
8	3/15/2033	$130,900.14	$109,906.28	$20,993.86	$352,192.58	$239,991.43
9	3/15/2034	$130,900.14	$116,500.66	$14,399.49	$366,592.07	$123,490.77
10	3/15/2035	$130,900.22	$123,490.77	$7,409.45	$374,001.51	$0.00
Total:		$1,309,001.51	$935,000.00	$374,001.51		

Village of Hales Corners

Memo

To: Village Board

From: Sandy Kulik, Village Administrator

Date: September 27, 2024

Re: Agenda Item : 3.3 Close Capital Projects

A proposed transfer from various completed capital projects is proposed to clean up the accounts prior to the end of the year and be able to inactivate these equity accounts to clean up the entire fund.

Description	Account	Before Debit (Credit)	Entry Debit (Credit)	After Debit (Credit)
DPW Fuel System	200-32280	238.87	(238.87)	-
DPW Garage Replacement	200-32466	31,958.36	(31,958.36)	-
Fund Balance	200-31101	16,264.10	(16,264.10)	-
Building Replacement Reserve	200-32400	(88,432.80)	48,461.33	(39,971.47)
Unappropriated Fund Balance	200-32400	(6,198.76)	-	(6,198.76)

2024 Building Projects:	
Village Hall Gutters	11,530.00
Health Dept. Cabling	5,052.00
Library Air Handler final payment	4,745.00
	21,327.00
Interest Earnings through Year End (estimated)	(2,300.00)
Net Facilities Reserve	(27,143.23)

The two DPW projects went over-budget several years ago, (2019) and were never closed into the Building Reserve. This completes that entry.

The funds remaining in the Building Reserve, planned projects and estimated interest earnings would result in a yearend balance of $27,143.23 if this entry is authorized..

HALESCORNER, WI

Balance Sheet

Current Period: SEPTEMBER 2024

Account Descr	Begin Yr	MTD Debit	MTD Credit	YTD Debit	YTD Credit	Current Balance
200 CONSTRUCTION FUND						
Asset						
G 200-11101 GENERAL FUND BANK-ASS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-11105 GENL FUND BANK-TRI CIT	$0.00	$63,868.28	$63,868.28	$638,749.04	$638,749.04	$0.00
G 200-11204 INV-STATE POOL	$318,568.82	$0.00	$0.00	$37,286.58	$365,893.52	-$10,038.12
G 200-11218 CIP BOND PROCEEDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-11219 2019 BOND PROCEEDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-11220 2020 GO NOTE PROCEEDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-11222 2022 GO BONDS	$2,525,163.51	$0.00	$0.00	$89,605.24	$436,084.73	$2,178,684.02
G 200-12429 INTERFUND RECEIVABLE/P	$0.00	$0.00	$63,868.28	$841,863.43	$905,731.71	-$63,868.28
Asset	$2,843,732.33	$63,868.28	$127,736.56	$1,607,504.29	$2,346,459.00	$2,104,777.62
Equity						
G 200-31101 FUND BALANCE	$16,264.10	$0.00	$0.00	$0.00	$0.00	$16,264.10
G 200-31102 DIST CURRENT FUND BALA	$0.00	$63,868.28	$0.00	$890,748.86	$205,927.63	$684,821.23
G 200-32280 DPW FUEL SYSTEM	$238.87	$0.00	$0.00	$0.00	$0.00	$238.87
G 200-32343 LIBRARY BUILDING DONAT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-32400 UNAPPROPRIATED CAP RE	-$6,198.76	$0.00	$0.00	$0.00	$0.00	-$6,198.76
G 200-32403 2020 DPW GO NOTE PROC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-32404 2012 LOAN PROCEEDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200 32405 2015 BOND PROCEEDS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-32407 CODIFICATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-32408 2016 REVALUATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-32410 ADMIN RECRUIT	-$10,000.00	$0.00	$0.00	$0.00	$0.00	-$10,000.00
G 200-32412 COMP PLAN UPDATE 2050	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-32414 LIBRARY RENOVATION	-$1,000.00	$0.00	$0.00	$0.00	$0.00	-$1,000.00
G 200-32420 BUILDING REPLACEMENT F	-$88,432.80	$0.00	$0.00	$0.00	$0.00	-$88,432.80
G 200-32437 LIBRARY BLDG & GROUND	-$500.00	$0.00	$0.00	$0.00	$0.00	-$500.00
G 200-32438 LIBRARY LIGHTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-32439 LIBRARY LANDSCAPING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-32444 FD 2020 GO NOTES AMBUL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-32451 RESURFACING	-$2,476,546.38	$0.00	$0.00	$0.00	$0.00	-$2,476,546.38
G 200-32454 108TH STREET LIGHTING	-$3,496.99	$0.00	$0.00	$0.00	$0.00	-$3,496.99
G 200-32458 GRANGE AVE LIGHTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-32460 HALE PARK WEST DRAINA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-32461 EAB	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-32466 DPW GARAGE REPLACEME	$31,958.36	$0.00	$0.00	$0.00	$0.00	$31,958.36
G 200-32475 ENVIRO COMMITTEE	-$1,044.75	$0.00	$0.00	$0.00	$0.00	-$1,044.75
G 200-32479 BIRD CITY GRANT	-$840.50	$0.00	$0.00	$0.00	$0.00	-$840.50
G 200-34000 DISTR PRIOR YRS SURPLU	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G 200-39436 HALES HAPPINESS WATER	-$250,000.00	$0.00	$0.00	$0.00	$0.00	-$250,000.00
Equity	-$2,789,598.85	$63,868.28	$0.00	$890,748.86	$205,927.63	-$2,104,777.62
Liability						
G 200-21201 ACCOUNTS PAYABLE	-$54,133.48	$0.00	$0.00	$54,133.48	$0.00	$0.00
Liability	-$54,133.48	$0.00	$0.00	$54,133.48	$0.00	$0.00
200 CONSTRUCTION FUND	$0.00	$127,736.56	$127,736.56	$2,552,386.63	$2,552,386.63	$0.00

Village of Hales Corners

Memo

To: Village Board

From: Sandy Kulik, Village Administrator

Date: September 27, 2024

Re: Agenda Item : 3.4 Single Audit Report

The Village's Auditors completed the required 2023 Federal Single Audit which was due on 9/30/24. Attached is the report in total.

Single Audits are required for Federal Grants when funds exceed $750,000 in expenses. The COVID funds in 2023 along with the numerous Health Grants required this report. The purpose of the report is to a) determine that funds were expended as required for the purposes of a particular grant and b) that program guidelines were followed.

The results of the Audit noted 3 findings.

1) That we should "hire" staff to manage the financial reporting (same note as in our regular audit and that this is common in governmental units our size.
2) That the Village does not have a formal procurement policy. We have codified our policy in our Code of Ordinances, but the Federal Grants (and State) require a more detailed policy. Item 3.5 on the agenda is correcting this deficiency and the auditor's opinion was that even though no formal policy was in place, no costs were questioned for appropriateness. (See pages 10-11 of the report). However, as part of management's response and as included in the required Federal filing, we should adopt a formal purchasing policy that addresses this concern.
3) That the Village did not have a formal review procedure for submitting requests for reimbursement for the grants. This was related to the Health Departments submittal to an online portal (GEARS). Further, the timely submission of the requests was noted. It is also noted that the auditors did not question any costs associated here, only that a formal process be developed to address it. (See page 11 of the report.)

   I have tried several different spreadsheets and programs to assist the Health Department with this filing. The Health Department has and continues to struggle with this and the only solution is to have this work completed by Administration. As part of the management response, we will have the Accounting & Licensing Coordinator prepare the statements and proof out the accounts mathematically. I will review her report and sign off on it monthly. I will then submit the report to the Health Department for them to upload into the GEARS system for reimbursement. This is obviously not ideal as Administration is tasked with more and more and has no capacity to add staff. At best, we will be allocating a percentage of salaries of myself and the accounting & licensing coordinator to the Health Department grant funds. This will reduce the tax levy required to support the Admin Department and reduce the Health Departments ability to use the funds directly towards health initiatives but there really is no alternative.

The report was already filed with the Federal & State Government as required. The Village Board should acknowledge the completion of the report at the next BOT.

Village of Hales Corners

Report on Federal and State Awards

December 31, 2023

Village of Hales Corners

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December 31, 2023

Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

Independent Auditors' Report

To the Village Board of
Village of Hales Corners

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Village of Hales Corners (the Village), as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated May 2, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Village's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2023-001, that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Village's Response to Finding

Government Auditing Standards requires the auditor to perform limited procedures on the Village's response to the finding identified in our audit and described in the accompanying schedule of findings and questioned costs. The Village's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Baker Tilly US, LLP

Milwaukee, Wisconsin
May 2, 2024

Report on Compliance for Each Major Federal and Major State Program; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal and State Awards Required by the Uniform Guidance and the *State Single Audit Guidelines*

Independent Auditors' Report

To the Village Board of
Village of Hales Corners

Report on Compliance for Each Major Federal and Major State Program

Opinion on Each Major Federal and Major State Program

We have audited the Village of Hales Corners's (the Village) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* and the *State Single Audit Guidelines* (the *Guidelines*) that could have a direct and material effect on each of the Village's major federal and major state programs for the year ended December 31, 2023. The Village's major federal and major state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Village complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal and major state programs for the year ended December 31, 2023.

Basis for Opinion on Each Major Federal and Major State Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the *Guidelines*. Our responsibilities under those standards, the Uniform Guidance, and the *Guidelines* are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Village and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal and major state program. Our audit does not provide a legal determination of the Village's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Village's federal and state programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Village's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the *Guidelines* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Village's compliance with the requirements of each major federal and major state program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the *Guidelines*, we

- exercise professional judgment and maintain professional skepticism throughout the audit.
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Village's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- obtain an understanding of the Village's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and the *Guidelines*, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance and the *Guidelines* and which are described in the accompanying schedule of findings and questioned costs as items 2023-002 and 2023-003. Our opinion on each major federal and major state program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on the Village's response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The Village's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be material weaknesses.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal or state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal or state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2023-002 and 2023-003 to be material weaknesses.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures the Village's response to the internal control over compliance finding identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The Village's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the *Guidelines*. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal and State Awards Required by the Uniform Guidance and the *Guidelines* and Schedule of Settlement of DHS Cost Reimbursement Awards

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Village as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements. We issued our report thereon dated May 2, 2024, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal and state awards and schedule of settlement of DHS cost reimbursement awards are presented for purposes of additional analysis as required by the Uniform Guidance and the *Guidelines* and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal and state awards and schedule of settlement of DHS cost reimbursement awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

Baker Tilly US, LLP

Milwaukee, Wisconsin
September 25, 2024

Village of Hales Corners

Schedule of Expenditures of Federal and State Awards
Year Ended December 31, 2023

Grantor Agency/ Program Title	Federal Assistance Listing Number	Pass-Through Entity	Pass-Through Agency Grant ID	Expenditures	Payments to Subrecipients
Federal Programs					
U.S. Department of Housing and Urban Development					
CDBG - Entitlement Grants Cluster					
Community Development Block Grants/Entitlement Grants	14.218				
COVID-19 Community Development Block Grants/Entitlement Grants		Milwaukee Co.	N/A	$ 16,905	$ -
Community Development Block Grants/Entitlement Grants		Milwaukee Co.	N/A	43,534	-
Total CDBG - Entitlement Grants Cluster				60,439	-
Total U.S. Department of Housing and Urban Development				60,439	-
U.S Elections Assistance Commission					
HAVA Election Security Grants	90.404	Milwaukee Co.	N/A	800	-
Total U.S Elections Assistance Commission				800	-
U.S. Department of Health and Human Services					
Public Health Emergency Preparedness	93.069	WI DHS	155015, 155050	28,444	-
CDC and Prevention Investigations and Technical Assistance	93.283	N/A	N/A	800	-
Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	93.323	WI DHS	155817	162,125	-
Public Health Emergency Response: Cooperative Agreement for Emergency Response: Public Health Crisis Response	93.354	WI DHS	155812	1,610	-
Preventive Health and Health Services Block Grant	93.991	WI DHS	159220	47	-
Maternal and Child Health Block Grant (MCH)	93.994	WI DHS	159320	2,497	-
Medicaid Cluster					
Medical Assistance Program	93.778	N/A	N/A	3,290	-
Total Medical Assistance Program				3,290	
Total Medicaid Cluster				3,290	
Total U.S. Department of Health and Human Services				198,813	-
U.S. Department of Treasury					
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	Direct Program	N/A	622,280	-
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	WI DHS	155811	294,300	-
Total COVID-19 Coronavirus State and Local Fiscal Recovery Funds				916,580	-
Total U.S. Department of Treasury				916,580	-
U.S. Department of Homeland Security					
Assistance to Firefighters Grant	97.044	Direct Program	N/A	39,505	-
Total U.S. Department of Homeland Security				39,505	-
Total federal programs				$ 1,216,137	$ -

See notes to schedule of expenditures of federal and state awards

Grantor Agency/ Program Title	State ID Number	Pass-Through Agency	Pass-Through Agency Grant Number	Expenditures	Payments to Subrecipients
State Programs					
Wisconsin Department of Natural Resources					
Recycling Grants to Responsible Units	370.670	Direct Program	N/A	$ 19,998	$ -
Total Wisconsin Department of Natural Resources				19,998	-
Wisconsin Department of Health and Family Services					
Preparedness - Communicable Disease Control and Prevention	435.155800	WI DHS	155800	2,477	-
Total Wisconsin Department of Transportation				2,477	-
Total state programs				$ 22,475	$ -

See notes to schedule of expenditures of federal and state awards

1. Basis of Presentation

The accompanying schedule of expenditures of federal and state awards (the Schedule) includes the federal and state grant activity of the Village of Hales Corners under programs of the federal and state government for the year ended December 31, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the *State Single Audit Guidelines*. Because the Schedule presents only a selected portion of the operations of the Village of Hales Corners, it is not intended to and does not present the financial position, changes in net position or cash flows of the Village of Hales Corners.

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual or modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

The underlying accounting records for some grant programs are maintained on the modified accrual basis of accounting. Under the modified accrual basis, revenues are recorded when susceptible to accrual, i.e., both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recorded when the liability is incurred. Program income is reported as revenue in the year that it is received.

3. Indirect Cost Rate

The Village has not elected to use the 10% de minimis indirect cost rate of the Uniform Guidance.

4. Report Dates

The schedule of expenditures of federal and state awards includes adjustments through the May 1, 2024 (expected payment date) Grant Enrollment Application and Reporting System (GEARS) reports. Federal/state funding splits for awards passed through the Wisconsin Department of Health Services (DHS) are based on the splits provided by DHS on February 14, 2024, as applicable.

5. Pass-Through Agencies

The Village received federal awards from the following pass-through agencies:

WI DHS	Wisconsin Department of Health Services
Milwaukee Co.	Milwaukee County, Wisconsin

Section I - Summary of Auditors' Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified	
Internal control over financial reporting:		
Material weakness(es) identified?	X yes	no
Significant deficiency(ies) identified?	yes	X none reported
Noncompliance material to financial statements noted?	yes	X no

Federal and State Awards

Internal control over major federal programs:

	Federal Programs		State Programs	
Material weakness(es) identified?	X yes	no	yes	X no
Significant deficiency(ies) identified?	yes	X none reported	yes	X none reported
Type of auditor's report issued on compliance for major federal programs:	Unmodified		Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) of the Uniform Guidance or the *State Single Audit Guidelines*?	X yes	no	yes	X no
Auditee qualified as low-risk auditee?	yes	X no	yes	X no
Dollar threshold used to distinguish between Type A and Type B programs:	$750,000		$250,000	

Identification of major federal programs:

Assistance Listing Numbers	Name of Federal Program
21.027	COVID-19 Coronavirus State and Local Fiscal Recovery Funds

Identification of major state programs:

State ID Numbers	Name of State Program
370.670	Recycling Grants to Responsible Units

Section II - Financial Statement Findings Required to Be Reported in Accordance With *Government Auditing Standards*

Finding 2023-001: Internal Control Over Financial Reporting

Repeat of Prior Year Finding 2022-001

Criteria: Statement on Auditing Standards AU – C Section 265 requires communication of significant deficiencies and material weaknesses in the year-end financial reporting process.

Condition: Management did not prepare financial statements and footnotes that are in conformity with generally accepted accounting principles.

Cause: Information provided by management throughout the year may not be presented in accordance with generally accepted accounting principles.

Effect: The Village does not have sufficient resources to prepare financial statements and footnotes in conformity with generally accepted accounting principles.

Recommendation: Consider hiring personnel that have sufficient time and experience to prepare financial statements and footnotes that are in conformity with generally accepted accounting principlcs.

Management response and Corrective Action Plan: Management agrees with the finding. The time needed to prepare statements does not currently exist at the Village. Management will evaluate the cost benefit of implementing or changing their processes to incorporate these types of activities into their year-end audit preparation.

Section III - Federal and State Awards Findings and Questioned Costs

Finding 2023-002: Material Weakness - Internal Control Over Procurement, Suspension and Debarment

Program	COVID-19 State & Local Fiscal Recovery Funds
Grantor Agencies	U.S. Department of Treasury & WI Department of Health Services
Assistance Listing Number	21.027

Criteria: For federal awards after January 1, 2018, guidance provided in 2 CFR part 200.318 requires nonfederal entities to establish and follow their own documented procurement procedures that conform to applicable federal law and standards. 2 CFR part 200.320 includes different allowable methods of procurement. There are also requirements to verify the vendors are not suspended or debarred.

Condition/Context: During our testing for this program, we noted that the Village did not have a written procurement policy to conform with Uniform Guidance requirements. There was not a system in place to track and document the procurement process and support the contracting decisions made. As a result, we were unable to verify if the Village followed the necessary federal procurement standards.

Cause: The Village was not aware that a written policy was required to be in place outside of the terms and condition in the grant agreement.

Finding 2023-002: Material Weakness - Internal Control Over Procurement, Suspension and Debarment

Program	COVID-19 State & Local Fiscal Recovery Funds
Grantor Agencies	U.S. Department of Treasury & WI Department of Health Services
Assistance Listing Number	21.027

Criteria: For federal awards after January 1, 2018, guidance provided in 2 CFR part 200.318 requires nonfederal entities to establish and follow their own documented procurement procedures that conform to applicable federal law and standards. 2 CFR part 200.320 includes different allowable methods of procurement. There are also requirements to verify the vendors are not suspended or debarred.

Condition/Context: During our testing for this program, we noted that the Village did not have a written procurement policy to conform with Uniform Guidance requirements. There was not a system in place to track and document the procurement process and support the contracting decisions made. As a result, we were unable to verify if the Village followed the necessary federal procurement standards.

Cause: The Village was not aware that a written policy was required to be in place outside of the terms and condition in the grant agreement.

Effect: Without an adequate policy in place, procurement procedures may not adhere to requirements of federal awards.

Questioned Costs: None noted.

Recommendation: Program personnel should become familiar with the procurement, suspension and debarment rules for Federal programs and implement a formal written policy to conform with Uniform Guidance requirements. The Village should also create a system to track projects that were procured during the year to ensure they are in compliance with their policy.

Management response and Corrective Action Plan: Management agrees with the finding. A tracking procedure has been developed and a written procurement policy will be approved prior to the end of fiscal 2024 to further define procurement processes to align with Federal program standards and Village ordinance to address this deficiency.

Finding 2023-003: Material Weakness - Internal Control Over Reporting

Program	COVID-19 State & Local Fiscal Recovery Funds
Grantor Agencies	U.S. Department of Treasury & WI Department of Health Services
Assistance Listing Number	21.027

Criteria: All required reporting should be reviewed with proper detail to ensure they are completed accurately and properly approved prior to submission.

Condition/Context: Of the three reports selected for testing, none included documentation of proper review. Additionally, the two reports tested related to the funding passed through DHS were not completed with accuracy or on a timely basis. As a result of this, both reports erroneously included expenditures incurred after the reporting period. Overall, the expenditures do agree to the amount awarded by DHS despite these discrepancies of when the expenditures were reported.

Cause: The Village was not aware of the requirement to complete and retain documentation of review prior to submitting these reports. There also was not proper review to identify and correct these reporting errors prior to submission.

Effect: The reports could contain inaccurate information leading to an impact on future grant funding.

Questioned Costs: None noted.

Recommendation: We recommend the Village implement procedures to review reporting prior to submission. This should include verification that the report is accurate as compared to the underlying data, mathematically correct and submitted timely. Documentation of this review should be retained on file.

Management response and Corrective Action Plan: Management agrees with the finding. Village Management staff will prepare the support document, the Village Administrator will review the support and submit to the appropriate approving Department for their submittals to the programs on a month end basis.

Section IV - Other Issues

Does the auditor's report or the notes to the financial statements include disclosure with regard to substantial doubt as to the auditee's ability to continue as a going concern?		yes	X	no
Does the audit report show audit issues (i.e., material noncompliance, nonmaterial noncompliance, questioned costs, material weakness, significant deficiency, management letter comment, excess revenue or excess reserve) related to grants/contracts with funding agencies that require audits to be in accordance with the *State Single Audit Guidelines*:				
Department of Health Services	X	yes		no
Department of Natural Resources		yes	X	no
Was a Management Letter or other document conveying audit comments issued as a result of this audit?	X	yes		no

Name and signature of principal

Wendi Unger, CPA, Principal

Date of report

September 25, 2024

Village of Hales Corners

Schedule of Settlement of DHS Cost Reimbursement Awards
Audit Period Ended December 31, 2023

DHS Identification Number:	GEARS Profile 155800 Comm Disease Ctrl and Prev	GEARS Profile 155811 COVID 19 - State & Local Fiscal Recovery Funds	GEARS Profile 155812 COVID 19 - PHEP	GEARS Profile 155015 BIOT Focus Planning	GEARS Profile 155050 Bioterrorism Preparedness	GEARS Profile 155817 COVID 19 - Enchance COVID Detection	GEARS Profile 159220 Prevention Grant - PPHS	GEARS Profile 159320 Cons Contracts MCH
Award Amount:	$ 2,800	$ 294,300	$ 57,300	$ 27,978	$ 27,978	$ 172,924	$ 2,733	$ 2,497
Award Period:	7/1/22 - 6/30/23	3/1/21 - 12/31/24	7/1/21 - 6/30/23	7/1/22 - 6/30/23	7/1/22 - 6/30/23	10/1/20 - 12/31/23	10/1/21 - 9/30/23	1/1/23 - 12/31/23
Period of Award within Audit Period:	1/1/23 - 6/30/23	1/1/23 - 12/31/23	1/1/23 - 6/30/23	1/1/23 - 6/30/23	1/1/23 - 6/30/23	1/1/23 - 12/31/23	1/1/23 - 9/30/23	1/1/23 - 12/31/23
A. Expenditures Reported to DHS for Payment	$ 2,477	$ 294,146	$ 3,926	$ 13,373	$ 36,823	$ 169,892	$ 47	$ 2,497
B. Total Costs of Award								
1. Employee Salaries and Wages	1,367	-	-	8,567	8,737	124,610	-	1,738
2. Employee Fringe Benefits	219	-	-	1,125	4,002	18,295	-	133
3. Payroll Taxes	104	-	-	655	2,332	8,205	-	101
4. Rent of Occupancy	-	-	-	-	-	-	-	-
5. Professional Services	-	-	1,350	-	-	4,615	-	-
6. Employee Travel	-	-	-	-	-	-	-	-
7. Conferences, Meetings or Education	-	-	-	-	-	-	-	-
8. Employee Licenses and Dues	-	-	260	-	-	-	-	-
9. Supplies	712	68,062	-	992	-	1,808	47	525
10. Telephone	-	-	-	-	-	1,388	-	-
11. Equipment	-	-	-	449	-	521	-	-
12. Depreciation	-	-	-	-	-	-	-	-
13. Utilities	-	-	-	-	-	550	-	-
14. Bad Debts	-	-	-	-	-	-	-	-
15. Postage and Shipping	-	-	-	-	-	-	-	-
16. Insurance	-	-	-	-	-	-	-	-
17. Interest	-	-	-	-	-	-	-	-
18. Bank Fees and Charges	-	-	-	-	-	-	-	-
19. Advertising and Marketing	75	-	-	1,585	-	377	-	-
20. Other	-	226,238	-	-	-	1,756	-	-
Total Operating Costs of Award	2,477	294,300	1,610	13,373	15,071	162,125	47	2,497
C. Less Disallowed Costs	-	-	-	-	-	-	-	-
D. Less Program Revenue and Other Offsets to Costs	-	-	-	-	-	-	-	-
E. Net Allowable Operating Costs Before Profit	-	-	-	-	-	-	-	-
F. Add Allowable Profit	-	-	-	-	-	-	-	-
G. Total Allowable Costs	$ 2,477	$ 294,300	$ 1,610	$ 13,373	$ 15,071	$ 162,125	$ 47	$ 2,497

Effect: Without an adequate policy in place, procurement procedures may not adhere to requirements of federal awards.

Questioned Costs: None noted.

Recommendation: Program personnel should become familiar with the procurement, suspension and debarment rules for Federal programs and implement a formal written policy to conform with Uniform Guidance requirements. The Village should also create a system to track projects that were procured during the year to ensure they are in compliance with their policy.

Management response and Corrective Action Plan: Management agrees with the finding. A tracking procedure has been developed and a written procurement policy will be approved prior to the end of fiscal 2024 to further define procurement processes to align with Federal program standards and Village ordinance to address this deficiency.

Finding 2023-003: Material Weakness - Internal Control Over Reporting

Program	COVID-19 State & Local Fiscal Recovery Funds
Grantor Agencies	U.S. Department of Treasury & WI Department of Health Services
Assistance Listing Number	21.027

Criteria: All required reporting should be reviewed with proper detail to ensure they are completed accurately and properly approved prior to submission.

Condition/Context: Of the three reports selected for testing, none included documentation of proper review. Additionally, the two reports tested related to the funding passed through DHS were not completed with accuracy or on a timely basis. As a result of this, both reports erroneously included expenditures incurred after the reporting period. Overall, the expenditures do agree to the amount awarded by DHS despite these discrepancies of when the expenditures were reported.

Cause: The Village was not aware of the requirement to complete and retain documentation of review prior to submitting these reports. There also was not proper review to identify and correct these reporting errors prior to submission.

Effect: The reports could contain inaccurate information leading to an impact on future grant funding.

Questioned Costs: None noted.

Recommendation: We recommend the Village implement procedures to review reporting prior to submission. This should include verification that the report is accurate as compared to the underlying data, mathematically correct and submitted timely. Documentation of this review should be retained on file.

Management response and Corrective Action Plan: Management agrees with the finding. Village Management staff will prepare the support document, the Village Administrator will review the support and submit to the appropriate approving Department for their submittals to the programs on a month end basis.

Contact for Corrective Action Plan:

Sandy Kulik, CPA

Village Administrator/Clerk

Village of Hales Corners

5635 S. New Berlin Rd.

Hales Corners, WI 53130

Phone: (414) 529-6175

VILLAGE OF HALES CORNERS
PURCHASING POLICY

The Village of Hales Corners, as a local government entity, must ensure that the expenditure of funds occurs in a manner that balances the desire for lowest cost to the Village with an expectation of a quality product. The purpose of this policy is to provide guidance and procedures to be followed for procurement of goods and services for all Village departments within the scope of Chapter 55 of the Village of Hales Corners Municipal Code. The controls and procedures set forth are intended to provide reasonable assurance that the lowest cost, highest quality good or service is obtained, while balancing the need for flexibility in department operations. This policy covers items that have been included in the Village budget as approved by the Village Board; any items in excess of **$5,000** not included in the budget require specific approval by the Village Board, prior to purchase.

Process Overview:

A. General

1. Procurements consist of the following three major categories:

    a. Goods (tangible items): e.g., equipment, supplies, vehicles
    b. Services: items requiring outside labor, maintenance agreements, etc.
    c. Facility maintenance, construction of public buildings and improvements

2. The provisions of Wisconsin Statute Section 62.15 apply to procurements involving public construction and take precedence over any portion of this policy that may conflict with that statute.

3. Department Heads have the responsibility for procurement in their respective departments. A Department Head is defined as the Village employee having responsibility for the department on behalf of which monies were appropriated in the Village budget for purchase.

4. It is the responsibility of the Village Administration Department to monitor compliance with Village procurement policies and procedures. The Village Administrator has been delegated the authority to be the Village's purchasing agent.

5. As part of monitoring compliance, the Village Administration Department may perform periodic audits of procurement practices. The Village's independent auditors may also perform such audits.

6. An annual report of procurement transactions will be developed for presentation to the Village Board Committee of the Whole, covering the nature of procurements, any material exceptions to policies discovered as part of monitoring compliance, and recommendations for policy changes (if applicable).

7. When an emergency will not permit the use of the competitive processes outlined in this policy, the applicable department head, Village Administrator and Village President may determine the procurement methodology most appropriate to the situation. Appropriate documentation of the basis for the emergency should be maintained. In a non-emergency situation that does not allow time to obtain three bids, the Village Board will be notified as soon as possible, and staff will address the purchase in a meeting packet memo to the Board of Trustees. Any emergency or non-emergency purchase in excess of the threshold requiring Board approval will be brought to the Board of Trustees for ratification at its next meeting.

8. In situations of extreme price volatility, the Department Head may approve the purchase and then submit the requisition for approval in arrears. Appropriate documentation of vendors solicited for bids shall be maintained.

B. Purchase of Goods

1. Guidelines for Approval Authority of Purchases:

   a. Under **$1,000**: Department Head must approve prior to purchase.
   b. Over **$1,000**, purchase orders are required and it is recommended that competitive quotes be obtained, but specific documentation is not required.
   c. **$1,000 to $10,000**: Department Head approval required; competitive quotes must be documented via a bid sheet or similar. Quotes must be submitted to the Village Administration prior to approval. The purchasing requisition will be reviewed and approved by the Village Administrator or, in his/her absence, **Village President** before being processed.
   d. $10,000 to $25,000: Department Head approval required; competitive quotes must be documented via a bid sheet or similar. Quotes must be submitted to the Village Administration Department prior to approval. **The purchasing requisition will be reviewed by the Village Administrator or, in his/her absence, Village President before being processed.**
   e. Over $25,000: Competitive bids or proposals required; must submit to the Village Board of Trustees for approval prior to purchase. Village approval is required before requisition may be processed.

2. Unless there is only one qualified source, bids or quotes should be obtained from at least three vendors.

3. In general, the lowest responsible bid should be accepted for procurements. Awards shall be made only to responsible vendors that possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

4. Sole source purchases are allowed in the following circumstances:

a. The item or service is only available from a single source;
b. After competitive procurement solicitations, competition is determined to be inadequate;
c. The purchase is from another governmental body; or
d. The item is being purchased through a cooperative purchasing arrangement such as the State bid list, or State of Wisconsin VendorNet.

5. Use of Purchase Orders:

a. In general, purchase orders are required for single vendor purchases over $1,000. Purchase orders are to be issued prior to obtaining the item. Payment to the vendor will not be made and/or items are subject to return if a purchase order is not authorized prior to the purchase.
b. Confirming purchase orders, for items ordered verbally, are to be used in emergency situations only.

C. Contracts for Services

1. The City Attorney should be consulted on the need for legal review of contracts.

2. Where applicable, a competitive process for selection of vendors for contracts for services must be used, under the guidance outlined for purchases of goods outlined in Section B above.

3. Contracts for services that are not specifically identified in the budget shall be presented to the Village Board for review and approval prior to signing, regardless of cost.

4. The following approval thresholds (after applicable legal review) are to be used:

a. Under $1,000: Department Head
b. $5,000 - $10,000: Department Head and Village Administrator
c. $Over $10,000 Department Head, Village Administrator and Village Board

5. The Village President and Village Administrator shall sign contracts on behalf of the Village. Prior to signing any service contract, regardless of size, the Village President may refer the contract to a sub-committee or Village Board for review and approval. Certain contracts or agreements may require the Village Board provide authorization to a specified Department Head. Unless otherwise required, general authority to enter into contracts within the constraints of this policy is delegated to the Village President and Village Administrator and may be changed from time to time via resolution adopted by the Village Board. No contracts will be processed without documentation that the approval process has been followed and appropriate reviews completed.

6. Change orders on construction or similar contracts will follow the thresholds for approval of contracts for services. The Department Head has the option at any time to refer the request for a change order to the Village Board or another board, commission, or committee as appropriate.

D. Facility Maintenance, Construction of Public Buildings and Improvements

1. Facility maintenance projects can be a hybrid of service contracts, purchase of equipment/supplies and/or construction. As a result, special consideration of these projects from a procurement standpoint is warranted.

2. The Public Works Department is responsible for oversight and coordination of all Village facility maintenance and construction projects.

3. The following guidelines are to be used with respect to facility maintenance and construction project procurements:

   a. Projects under \$5,000: No specific contract or bids required, similar to purchases of goods or service contracts. Applicable terms and conditions will be attached as an addendum to the purchase order as necessary.
   b. Projects over \$5,000: Will follow the bidding or contract approval process set forth in Sections B and C above, based on the type of equipment or service. The Public Works Project Manager is responsible for ensuring that facility maintenance projects that fall under public construction statutes are properly bid in accordance with applicable laws.

VILLAGE OF HALES CORNERS
PUBLIC SURPLUS PROPERTY

The Village of Hales Corners has adopted this policy for the purpose of establishing guidelines for the disposition of public surplus property. Surplus Property is defined as property owned by the Village that has become obsolete, been replaced, or has generally outlived its useful service to the Village of Hales Corners. The objective of this policy is to maximize the value received upon disposal of surplus property of the Village.

Process overview:

A. Surplus property with an estimated value of more than $1,000:

1. Public sale (external auction, set price or negotiated price). The Village Administrator may approve the disposal of surplus property with a value estimated to be in excess of $1,000 through external public auction, public posting at a set price, or through negotiated sale. The Village Board will be notified of the sale of any surplus property with a value in excess of $5,000.

2. Trade-in. For certain types of surplus property, it may be customary for a vendor to offer a trade-in discount or credit for the surplus property when purchasing new or replacement equipment. Trade-ins are allowable when the purchase price of the new equipment is at the lowest competitive purchase price, and the value of the discount or credit for the surplus property meets or exceeds the estimated fair market sale value. This protocol may be utilized if: 1) the discount from trade-in is stated clearly within the purchase agreement; and 2) the trade-in and subsequent purchase have been provided for within the budget.

B. Surplus property with an estimated value of more than $250:

1. Department Heads may make recommendations to the Village Administrator concerning property which should be dismantled or scrapped for salvage value if such value exists. This decision shall be made having considered the possibility of obtaining a fair market value by other means.

C. Surplus property with an estimated value of less than $250:

1. Certain surplus property may have no readily convertible value and may be discarded under the following conditions:

   a. If the property is valued under $250, it may be disposed of summarily if it is not possible or practical to bring them to public sale, trade-in, or dismantle/scrap. This distinction will be made by the Department Head or his/her designee.

D. This policy does not apply to firearms and ammunition which are handled under § 968.20, Wis. Stats., or to any other surplus property specifically excluded pursuant to applicable federal or state law.

E. No surplus property shall be sold or given to any employee, employee's family member, or employee's designee without the expressed consent of the Village Administrator.

F. The proceeds from the sale of Village assets shall be deposited in official Village bank accounts.

G. Village employees are prohibited from accepting cash payments in exchange for the sale of Village assets.

H. If the property cannot be sold, it may be donated to another government agency or not-for-profit entity. A record shall be created of the date, description, condition of the asset and recipient and forwarded to the Village Administrator Director.

I. If the property cannot be sold or donated, it shall be recycled in an environmentally friendly manner where possible.

Village of Hales Corners

Memo

To: Village Board

From: Sandy Kulik, Village Administrator

Date: September 27, 2024

Re: Agenda Item : 3.5 TIF Developer Additional Principal Payment

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The TIF #4 principal and interest due to the developer in October is $208,775. The fund balance if no additional payment to the developer is approved would be an estimated $188,596.

I have contacted the developer and inquired if an advance on the 2031 principal would be agreed to. We did an advance payment in 2021. The 2030 Principal amount is $146,463.

The project yearend fund balance, inclusive of the advance if approved, would be $39,791. If approved, this results in interest savings of $56,388 over the remaining life of this debt obligation.

The 2021 and this proposal would result in $93,411 in interest savings and closure of the district five years ahead of schedule.

Staff is recommending an advance payment of $146,463 and forwarding the proposal to the next BOT for approval.

**Developers Agreement Bond Schedule

	Principal	Interest	Total	Principal Outstanding
10/31/2020	$ -	75,625	75,625	1,650,000
10/31/2021	214,137	90,750	304,887	1,435,863
10/31/2022	169,787	78,972	248,759	1,266,076
10/31/2023	158,585	69,634	228,219	1,107,491
10/30/2024	294,326	60,912	355,238	813,165
10/30/2025	136,645	44,724	181,369	676,520
10/30/2026	124,901	37,209	162,110	551,619
10/30/2027	126,999	30,339	157,338	424,620
10/29/2028	134,009	23,354	157,363	290,611
10/29/2029	141,404	15,984	157,388	149,207
10/29/2030	149,207	8,206	157,413	-
10/29/2031	-	-	-	-
10/28/2032	-	-	-	-
	$ 1,650,000	535,708	2,185,708	

**Developers Agreement Bond Schedule

	Principal	Interest	Total	Principal Outstanding
10/31/2020	$ -	75,625	75,625	1,650,000
10/31/2021	214,137	90,750	304,887	1,435,863
10/31/2022	169,787	78,972	248,759	1,266,076
10/31/2023	158,585	69,634	228,219	1,107,491
10/30/2024	147,863	60,912	208,775	959,628
10/30/2025	136,645	52,780	189,425	822,983
10/30/2026	124,901	45,264	170,165	698,082
10/30/2027	126,999	38,395	165,394	571,083
10/29/2028	134,009	31,410	165,419	437,074
10/29/2029	141,404	24,039	165,443	295,670
10/29/2030	149,207	16,262	165,469	146,463
10/29/2031	146,463	8,055	154,518	-
10/28/2032	-	-	-	-
	$ 1,650,000	592,097	2,242,097	

**Developers Agreement Bond Schedule

	Principal	Interest	Total
10/31/2020	$ -	75,625	75,625
10/31/2021	152,945	90,750	243,695
10/31/2022	169,787	82,338	252,125
10/31/2023	158,585	73,000	231,585
10/30/2024	147,863	64,278	212,141
10/30/2025	136,645	56,145	192,790
10/30/2026	124,901	48,630	173,531
10/30/2027	126,999	41,760	168,759
10/29/2028	134,009	34,775	168,784
10/29/2029	141,404	27,405	168,809
10/29/2030	149,207	19,627	168,834
10/29/2031	146,463	11,421	157,884
10/28/2032	61,192	3,366	64,558
	$ 1,650,000	629,119	2,279,119

Total Interest Savings if approved: 93,411

Village of Hales Corners

Memo

To: Village Board

From: Sandy Kulik, Village Administrator

Date: September 27, 2024

Re: Agenda Item : 3.7 RFP Planning Services

See attached. This was discussed as part of my annual evaluation as a solution to long term Planning and Zoning needs.

The City of Lake Geneva has been using an agreement for over 20 years similar to what is proposed in the RFP.

Other than projects requested by the Village, i.e. updates to the comp plan due that should be undertaken in 2030 and/or writing ordinances relative to zoning updates from State law changes, this outside planner would manage the Villages planning needs with input from the Administrator and Village President as chair of the Plan Commission.

I have been doing the reporting, the agendas, the meetings and code updates for the past few years and have saved the applicants costs from using our former outside planner by completing 90% of the reviews myself. Costs for the services of the outside planner will be passed through to the applicants.

The decisions needed by the Committee are:

1) 3 year award with one two year extension – or is a longer term contract (10 years) desired.
2) Who will be reviewing the firm submittals? My initial thought was the Plan Commission, however, that would delay the awarding of any proposed contract to sometime in January 2025. Option included in the draft RFP is the Plan Commission. I would recommend that it be myself, Steve Houte and the Village President as Plan Commission chair.

The RFP is ready to go to publication. The timeline listed on page 2 of the draft RFP is requesting to release it for bidding beginning the week of October 14, 2024. Staff is recommending that this be forwarded to the Village Board for approval to seek the professional services of a planner after answering the two items above.

Village of Hales Corners

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

DRAFT

James R. Ryan Municipal Building

VILLAGE OF HALES CORNERS, WISCONSIN
REQUEST FOR PROPOSALS FOR PROFESSIONAL PLANNING SERVICES

A. Purpose of Request

The Village of Hales Corners, Wisconsin is requesting proposals for the purpose of retaining a Planning Service Firm (Firm) to provide guidance and assistance to the Plan Commission, Village Board, Community Development Authority and other Village Boards, Commissions and Committees as well as Village Staff. All detailed information needs are outlined in subsequent sections of this request for proposal (RFP). The term of the contract with the successful Firm shall commence no later than January 1, 2025 and shall be for **a term of three years with an option for a two year extension subject to pricing negotiations.**

Any inquiries/clarifications concerning the request for proposal should be directed in writing to the Administrator, via email at skulik@halescorners.org and should be received no later than the date specified in the time schedule. No information provided verbally, or by any other personnel, will be considered binding. All respondents should use this written document and its attachments as the sole basis for proposal at this time.

The Village prohibits communication initiated by the respondent to any Village official, representative from another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

This RFP seeks professional services and statutory bidding laws do not apply.

B. Scope of Work to be Performed

- Prepare reports and agendas for Plan Commission, Village Board, Zoning Board of Appeals and other Community Development Authority as needed.
- Attend Plan Commission meetings and other related public meetings and hearings. When appropriate, make presentations at these meetings.
- Review, analyze, and write reports on site plans, subdivision plats, zoning requests, conditional use permits, annexation petitions, and other related petitions to determine their conformance with Village Ordinances and adopted Plans and Policies. Firm will be available to meet with developers and petitioners, in Village's offices, per a regular or as needed schedule, set by the Village. In order to achieve maximum cost-effectiveness, these meetings would typically be held on the same day as a regularly scheduled Plan Commission meeting. Additional meetings could be arranged if necessary. The Village can pass on these costs to the applicant(s).
- Complete any necessary community speaking engagements.
- Provide expert witness testimony on an as needed basis.
- Review existing community development related ordinances, including but not limited to the Village's Zoning Ordinance, Subdivision Ordinance, sign regulations, site plan standards, lighting plans and landscaping standards. Where deemed necessary by the Village, firm will make recommendations, in memorandum form, regarding revisions needed to make the existing codes and ordinances more effective at achieving a high-quality development pattern.

Requests for time intensive ordinance and map amendments are beyond the scope of this contract, and would be completed under a separate contract.

- Provide information related to interpretation of the Village's Zoning and Subdivision Ordinances.
- Review and make recommendations for changes to the Comprehensive Plan and detailed plans, where appropriate.
- Assist the Village in preparing updates of existing Plans and Studies. *Significant Plan updates and revisions would be completed as projects under separate contract.*
- Work with Village staff to identify and apply for other non-Village funding sources to implement Village objectives and projects, including a range of community and economic development grant programs that the firm will monitor and track.
- Coordinate and lead work related to property acquisition and relocation orders. *Preparation of a relocation plan would be beyond the scope of this contract, and as such would require a separate contract.*
- All work will be performed under professional Services in accordance with generally accepted standards of its profession.
- Firm shall designate a principal member acceptable to the Village to lead current planning efforts. As needed, other firm member(s) will be acceptable to the Village to meet project deadlines subject to notice by the firm to the Village Administrator.

C. Time Schedule

The Village intends to use the following timetable for evaluation and selection of a Planning Firm:

Week of October 14, 2024	Send out request for proposal
November 11, 2024, 1:00 p.m.	Deadline for receipt of proposals by Village **(No responses will be accepted after this date.)**
Week of November 18, 2024	Interview Village Officials by Firm (if needed)
December 9, 2024	Village Board award of contract with Planning Services Firm

D. Instructions to Planning Services Firms

1. All responses must be addressed to, and mailed or delivered to:

    Village of Hales Corners
    Attn: Village Administrator
    5635 S. New Berlin Rd.
    Hales Corners, WI 53130

2. All proposals must be in writing, must be in a sealed envelope and clearly marked in the lower left corner: "Planning Services Proposals." **All proposals must be received by 1:00 p.m. on November 11 2024. Proposals received after that date and time will be rejected.** Proposals will not be opened publicly.

    All attachments, additional pages, addenda or explanations supplied by the Firm with this proposal will be considered as part of the proposal response. If an oral presentation or interview is required of selected finalists, it shall be at the respondents' expense. An award may be made without discussion with the respondents. Therefore, respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.

3. One (1) original and seven (7) copies of each proposal must be provided with submission.

4. The Administrator will notify the Firm being recommended to the Village Board by December 3, 2024.

5. This RFP does not commit the Village to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The Village reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the Village of Hales Corners to do so. The Village may require the Firm selected to participate in negotiations, and to submit such price, technical or other revisions in their proposal as my result from negotiations.

6. Amendment of proposals may be done as follows:

   a. **By Village**: Proposals may be amended by the Village in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Amendments will be posted to the Village of Hales Corners website at: www.halescornerswi.org.

      It is the responsibility of prospective Firms to check this website for any future amendments, questions, revisions, etc. prior to the opening date. **All amendments must be acknowledged in the transmittal letter**. Failure to do so may result in Firm's response being rejected.

   b. By Firm: Proposals may only be amended after receipt by the Village by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the Village.

7. A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document is subject to rejection as nonresponsive. The Village reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.

8. An alternate proposal is viewed by the Village as a proposal describing an approach to accomplishing the requirements, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same Firm, which differs in some degree from its prime proposal. The Village may consider or reject any or all alternate proposals submitted.

9. Proposals may be withdrawn only in total, and only by a written request to the Village prior to the time and date scheduled for opening the proposals.

E. Description of Entity

The Village of Hales Corners is located in Milwaukee County and southwest of the City of Milwaukee. The Village was established as an incorporated village in 1952. The Village operates under the Village Administrator form of government. The Village President is elected to serve a three year term and six trustees serve at large and serve staggered three year terms. The Village Administrator is appointed by the Village Board and oversees the day to day operations of the Village as well as serves as Clerk and Treasurer. The Village of Hales Corners provides a full range of services, including police, fire and emergency medical protection, public works activities such as highway and street maintenance, refuse and recycling collection, a storm water utility, community development activities, zoning enforcement, and general and financial administration.

Other pertinent information is as follows:

- The Plan Commission consists of the Village President as Chair, a Village Trustee member, and five (5) community appointed members.
- The Plan Commission meets on the third Monday of each month. Provisions exist for special meetings subject to additional costs to the applicant.
- Current applications for any Plan Commission matter require submittal forty-five (45) days prior to the regularly scheduled meetings.
- The Village currently has one active Tax Incremental Financing District created in 2016.
- *Proposed future Tax Incremental Financing Districts and assistance requested from the firm selected will be subject to a separate contractt.*
- Village will provide firm with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete these Services. Firm may reasonably rely on the accuracy and completeness of these items. Village agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of firm services.
- The administrative liaison between the firm the Village will be the Village Administrator or designee.
- Village Municipal Code of Ordinance is available on line at https://ecode360.com/HA3605

F. Assistance Available to Selected Firm

The primary contacts for the Planning Services Firm will be the Village Administrator and Public Works Project Manager.

The Village will provide adequate office space, office furniture, photocopying, telephone, fax service and Wi-Fi access at no cost to the firm.

G. Terms and Conditions

Insurance

All proposals must include either a description of the Firm's insurance or a certificate of insurance outlining the Firm's insurance policies which evidence a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof. The Village's minimum requirement for errors and omissions coverage is $10,000,000. The successful Firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Village. Such insurance shall be primary. Prior to execution of the written contract, the successful Firm shall furnish the Village with a Certificate of Insurance listing the Village as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement.

Failure to submit an insurance certificate, as required, can make the contract voidable at the Village's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by the Village of Hales Corners.

Applicable Law

Any law suits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Milwaukee County, Wisconsin, and the Village and successful Firm shall submit to the jurisdiction of the Circuit Court for such lawsuits.

Nondiscrimination

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, nation origin or ancestry. This provision must be included in all subcontracts.

Assignment or Subcontract

This contract may not be assigned or subcontracted by the Firm without the written consent of the Village.

Independent Contractor Status

The Firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Amendments to Contract

This contract may be modified only by written amendment to the contract, signed by both parties.

Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

Indemnification and Defense of Suits

The Firm agrees to indemnify, hold harmless, and defend the Village, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Firm, its employees, agents or subcontractors.

Contract Period

The term of this contract shall commence no later than January 1, 2024. The contract will be for three (3) years with an option to extend for an additional two (2) years subject to separate pricing negotiations with the firm no later than August 31, 2027.

Termination of Contract for Cause

If through any cause, the Firm shall fail to fulfill in a timely and proper manner the obligations under this contract, or if the Firm shall violate any of the covenants, agreements or stipulations of this contract, the Village shall thereupon have the right to terminate this contract by giving written notice to the Firm specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Firm under this contract shall, at the option of the Village, become the property of the Village of Hales Corners.

Notwithstanding the above, the Firm shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the contract by the Firm, and the Village may withhold any payments to the Firm for the purpose of set off until such time as the exact amount of damages due to the Village from the Firm is determined.

H. Proposal Requirements

Title Page

The proposal should identify the subject, the name of the Firm, address, telephone number, fax number, email address, name and title of the contact person, and the date of submission. The response should confirm that the proposal is effective for ninety (90) days from the date submitted.

Table of Contents

The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

Letter of Transmittal

The letter of transmittal should summarize the following information:

1. A brief understanding of the services to be performed.
2. A positive commitment to perform the services as specified.
3. The name(s) of the person(s) authorized to represent the Firm, their title, address, telephone number, fax number and email address if different from the individual who signs the transmittal letter.

Certificate of Independence

Firm must commit to maintaining an independent attitude and appearance through the full term of the agreement.

A. Profile of the Firm

This section should include information on:

1. The type of organization and the size of the Firm.

2. The location of the office from which the work is to be performed, and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.

3. The length of time the Firm has been in existence, as well as the length of time the Firm has been performing audits of local governments.

B. Firm's Qualifications

This section should include the following:

1. Resumes of all key staff members to be assigned to the agreement. The resumes should include experience and educational information relative to the work proposed. The Firm shall not replace any key staff member without approval of the Village, whose approval will not be reasonably withheld. The resumes may be included as an appendix.

2. Description of the Firm's recent experience with local government planning engagements or services clients similar to that being requested. Provide references from at least three prior or current clients, including the names, titles, addresses, telephone numbers and email address of key client staff members.

3. Any other information relevant to the Firm's qualifications for the proposed engagement. This could include library or research facilities, specialized technical expertise, IT resources, etc.

4. Applicable licensures for work to be performed under this contract shall be listed for any firm member proposed to be performing under this contract.

I. Cost Proposal

A schedule of rates for each staff category should be provided by year in the following format:

	2025	2026	2027
Category:			
Partner			
Manager			
Supervisor			
Senior			
Staff			

J. Evaluation of Proposals

The proposals will be evaluated by the ***Plan Commission***. The proposals will be evaluated based upon expertise and qualifications, scope of service proposed, references, organization capability to complete the service in a timely manner and cost of proposal. It is anticipated that the Village Board will select a firm on December 9, 2024.

Submission of a proposal indicates acceptance by the Firm of conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village of Hales Corners and the firm selected.

The Village of Hales Corners reserves the right without prejudice to reject any or all proposals.

K. Professional Service Contract

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the Firm's technical and price proposals, and any other written offers/clarifications made by the Firm and accepted by the Village will be incorporated into a contract between the Village and the Firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the Firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Village Board, execution of the contract by the proper Village Officials, and delivery of the fully-executed contract to the Firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful firm. The contract may be amended only by written agreement between the Firm and the Village of Hales Corners.

Village of Hales Corners

Memo

To: Village Board

From: Sandy Kulik, Village Administrator

Date: September 27, 2024

Re: Agenda Item : 3.8 Lead Service Laterals

Attached is a draft Ordinance that is required as the currently adopted Village Code does not contain a lead prohibitions that are Federal and State mandated. The attached ordinance addresses this deficiency. (Section 354-31 D. (1), (2) and (3) and 354-2 Definitions sections in red)

Also, the current code does not support a cost sharing on water main installations at a cost per parcel, it only has lineal foot. The proposed Ordinance allows for either lineal foot or per parcel costs depending upon what results in the most equitable cost basis for residents. The Hales Happiness Water Project has culs de sac and irregular lots that will disproportionality harm most of the district. The drafted ordinance addresses this option. (Section 354-28(3))

Further, Section 354-31 D. (4) allows for a lateral line loan program to special assess any lead line laterals discovered. It does not allow for any lateral replacements to be special assessed, only lead lines.

Attached also is a draft Lead Service Line Loan program.

Both items were taken from the City of Cedarburg which adopted similar laws and programs in January 2024. They offered "zero" interest loans and that it not something I would recommend. The interest rate would be the rate the Village would have in affect with any notes or bonds issued to complete a particular project.

Lastly, the current code already allows the Village to establish 3, 5, 7 and 10 year repayments for water main assessments. See relevant sections below of 354-32 C (1), (2), (3), (4). Further section D, allows the discretion of the Village Board to determine the interest rate on the issuance and is not fixed at any particular rate. The most reasonable rate, if the Board decides to adopt the Ordinance and Loan program, would be the rate that the Village pays to borrow the funds or any municipal bond rate in affect when any bond is sold.

§ 354-32. Payment of assessments.

A. Assessment notice. Upon completion of the work or improvement for which a special assessment is levied and upon certification by the Village Engineer that such work or improvement has been completed, the Village Clerk shall bill the property owner by invoice for the full amount of the assessment. Such invoice shall notify the owner that he may elect within

30 days of the date of the invoice to pay the same in full without interest or to pay by installments with interest as hereinafter provided.

B. Cash payment. Payment of the assessment shall be made to the Village Clerk on or before the expiration of 30 days from the date of the assessment notice, without interest. If said amount is not paid within 30 days, it shall be placed on the tax roll for the current year, together with the interest commencing with the date shown on the assessment notice, and shall be collected with the regular taxes.

C. Installment payment. If the property owner should so elect, payment of the full assessment may be made in installment on a three-year plan, on a five-year plan, on a seven-year plan or on a ten-year plan as provided herein.

(1) Three-year plan. On the three-year plan, the full amount of the assessment shall be paid in three equal annual installments with real estate taxes, 1/3 each year, plus the interest on the unpaid balance. The first installment shall be due and payable with real estate taxes for the current year, which installment shall include the interest commencing with the date shown on the assessment notice; the second installment shall be due and payable with real estate taxes for the following year, which installment shall include the interest on the unpaid balance; and the final installment shall be due and payable with real estate taxes for the third year, which final installment shall include the interest on the unpaid balance.

(2) Five-year plan. On the five-year plan, the full amount of the assessment shall be paid in five equal annual installments with real estate taxes, 1/5 each year, plus the interest on the unpaid balance. The first installment shall be due and payable with real estate taxes for the current year, which installment shall include the interest commencing with the date shown on the assessment notice, and the remaining annual installments shall be due and payable with real estate taxes for each successive year thereafter, which installments shall include the interest on the unpaid balance to the year of payment.

(3) Seven-year plan. On the seven-year plan, the full amount of the assessment shall be paid in seven equal annual installments with real estate taxes, 1/7 each year, plus the interest on the unpaid balance. The first installment shall be due and payable with real estate taxes for the current year, which installment shall include the interest commencing with the date shown on the assessment notice, and the remaining annual installments shall be due and payable with real estate taxes for each successive year thereafter, which installments shall include the interest on the unpaid balance to the year of payment.

(4) Ten-year plan. On the ten-year plan, the full amount of the assessment shall be paid in 10 equal annual installments with real estate taxes, 1/10 each year, plus the interest on the unpaid balance. The first installment shall be due and payable with real estate taxes for the current year, which installment shall include the interest commencing with the date shown on the assessment notice, and the remaining annual installments shall be due and payable with real estate taxes for each successive year thereafter, which installments shall include the interest on the unpaid balance to the year of payment.

(5) Prepayment. If the property owner should so elect, payment in full of the unpaid balance, with interest to date of payment, may be paid at any time before the final installment becomes due.

D. Interest. Interest at an annual rate shall be determined for each project by the Village Board.

For the purposes of this meeting, the Committee shall discuss the Ordinance and its recommended changes (the minimum would be the lead line prohibitions of sections 354-2. 354-31 D (1), (2) and (3) and the allowable per parcel section proposal for section 354-28 A. (3).

Further, the section 354-31 D. (4) – says the Village "may" establish a program for property owner financial assistance with lead line replacements and does not say "shall" which is a completely different concept.

Both documents were submitted to the Village Attorney for his review.

STATE OF WISCONSIN VILLAGE OF HALES CORNERS MILWAUKEE COUNTY

DRAFT

ORDINANCE NO. 24- ___

AN ORDINANCE TO AMEND CHAPTER §354 SEWERS AND WATER AND ARTICLE III WATER MAIN AND LATERAL ASSESSMENTS OF THE MUNICIPAL CODE OF HALES CORNERS, WISCONSIN TO PROVIDE REGULATIONS FOR LEAD SERVICE LINE REMOVAL AND REPLACEMENT REQUIRMENTS AND ALLOW WATER MAIN SPECIAL ASSESSMENTS TO BE ALLOCATED ON A PER PARCEL BASIS

WHEREAS, the Village of Hales Corners Municipal Code of Ordinances, Chapter 354 regulates Sewers and Water within the Village; and

WHEREAS, Chapter 354 does not include regulations regarding lead service lateral lines to residential property to ensure that water quality meets water quality standards specified under federal and state law; and

WHEREAS, in order to reduce the lead in Village drinking water to meet the Environmental Protection Agency standards and ideally lead to a contaminant level of zero lead levels in drinking water within the Village; and

WHEREAS, a public water transmission system for the Hales Happiness Water Trust is under design to migrate the Trust properties to Milwaukee Water Works is in progress; and

WHEREAS, the cost for the Hales Happiness Water Project will be a special assessment to the affected parcels as allowed under Wis. Stat. §66.0701, Special Assessments by local ordinance as well as Chapter 354-24 State Statutes adopted of the Village of Hales Corners Municipal Code incorporates Wis. Stat. §66.0701; and

WHEREAS, Chapter §354-28 Water Main and Lateral Assessments provides only for lineal foot assessments that does not fairly distribute costs for parcels in culs de sac or irregularly shaped lots.

NOW, THEREFORE, the Village Board of the Village of Hales Corners, Wisconsin, do ordain as follows:

SECTION 1: §354-2 Definitions and word usage, of the Municipal Code of Hales Corners, Wisconsin, is hereby amended to read as follows:

Unless the context specifically indicates otherwise, the meaning of the terms used in this article shall be as follows; "shall" is mandatory; "may" is permissive:

BOD (denoting biochemical oxygen demand)
The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20° C., expressed in parts per million by weight.

BUILDING SEWER
The extension from the building to the public sewer or other place of disposal.

COMMISSION
The Public Works Commission.

DIRECTOR
The Director of Public Works, or his authorized deputy, agent or representative. [1]

FOUNDATION DRAIN
A pipe or conduit receiving the discharge from the soil under and around the outside wall of a building.

GARBAGE
Solid wastes from the preparation, cooking, and dispensing of food, and from the handling, storage and sale of produce.

INDUSTRIAL WASTES
The liquid wastes from industrial processes as distinct from sanitary sewage.

LEAD SERVICE LINE
All or a portion of a water service line constructed of lead, and/or all or a portion of a water service line constructed of galvanized material that is or was downstream of lead. The term includes both customer service lines and utility service lines.

NATURAL OUTLET
Any outlet into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

PERSON
Any individual, firm, company, association, society, corporation or group.

pH
The logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution. [2]

PROPERLY SHREDDED GARBAGE
The wastes from the preparation, cooking and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch in any dimension.

PUBLIC SEWER
A sewer in which all owners of abutting properties have equal rights, and which is controlled by the Village.

SANITARY SEWER
A sewer which carries sewage and from which stormwater, surface water and groundwater are specifically excluded and are never intentionally admitted.

SEWAGE
A combination of water-carried wastes from residences, business buildings, institutions and industrial establishments.

SEWAGE TREATMENT PLANT
Any arrangement of devices and structures used for treating sewage.

SEWAGE WORKS
All facilities for collection, pumping, treating and disposing of sewage.

SEWER
A pipe or conduit for carrying sewage.

STORM SEWER or STORM DRAIN
A sewer that carries stormwater and surface waters and drainage but excludes sewage and polluted and industrial wastes.

SUSPENDED SOLIDS
The solids that either float on the surface of or are in suspension in water, sewage, or other liquids and which are removable by laboratory filtering.

WATERCOURSE
A channel in which a flow of water occurs, either continuously or intermittently.

A channel in which a flow of water occurs, either continuously or intermittently.

[1] Editor's Note: The original definition of "District," which immediately followed this definition, was repealed at time of adoption of Code (see Ch. 1, General Provisions, Art. II). Throughout Art. I, references to "District" are amended to "Village."

[2] Editor's Note: The original definition of "Plumbing Inspector," which immediately followed this definition, was repealed at time of adoption of Code (see Ch. 1, General Provisions, Art. II). Throughout this chapter, references to "Plumbing Inspector" are amended to "Director."

§354-28 Water main extensions is hereby amended to read as follows:

A. Assessments for water main extensions not exceeding eight inches in diameter shall be levied upon properties benefited by such improvements.

(3) Mains not charged on per-foot basis. Assessments for all water mains may be determined by dividing the total cost of main installation and road restoration by the number of properties receiving benefits without regard to individual footage of each parcel.

§354-31 Laterals and service pipes is hereby amended to read as follows:

D. Lead service line replacement requirement.

(1) All existing lead service lines connected to the public water main transmission system under Milwaukee Water Works control and regulation at the time a new service lateral is required to be installed, must be replaced with water service lines constructed of materials approved by the Village and Milwaukee Water Works.

(2) Existing lead service lines that are connected to the public water main transmission system that will be replaced as part of a Village or Milwaukee Water Works construction project, must be replaced in conjunction with that Village or Milwaukee Water Works construction project. No lead service lines shall be reconnected to a Village or Milwaukee Water Works utility service line that was replaced or reconstructed.

(3) A property owner shall be responsible for the cost of replacing the portion of a lead service line that is a customer service line that serves their property.

(4) The Village may establish a program to provide financial assistance to property owners required to replace lead services lines under this section.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

PASSED AND ADOPTED this _____th day of __________, 2024.

____
Daniel J. Besson, Village President

Countersigned:

(VILLAGE SEAL)

____
Sandra M. Kulik, Administrator/Clerk

PRIVATE LEAD SERVICE LINE REPLACEMENT LOAN AGREEMENT

This PRIVATE LEAD SERVICE LINE REPLACMENT LOAN AGREEMENT ("Agreement") by and between the Village of Hales Corners ("Village") and ____________________________("Property Owner"), is made and entered into this _____ day of _______________, 20____.

RECITAL

A. On _______________ ___, 20__, the Village adopted Ordinance No. 2_-__ requiring lead service line (LSL) replacements, which Ordinance set forth the conditions requiring replacement of lead service lateral lines and provided financial assistance for property owners subject to its requirements.

B. Ordinance 2_-__, referenced above, requires a prospective borrower for a private LSL replacement to comply with a loan application process and execute a written loan agreement which, at a minimum, include those requirements expressly set forth in the Ordinance as a special assessment charge against the property.

C. Property Owner owns real property located as ______________________________ in the Village of Hales Corners (the "Property") with Tax Parcel Number: ___________________.

D. A private lead serve line is located on the Property and must be replaced by the Property Owner pursuant to Village Ordinance 2_-__.

E. Village agrees to make a loan to Property Owner in the amount and pursuant to the terms and conditions set forth herein for the replacement of private LSL at the Property.

F. Pursuant to Wis. Stat. §66.0627(8)(ag), Village is authorized to collect loan repayments for private lead service line replacements as municipal special charges placed on Property Owner's property tax bill for the Property.

AGREEMENT

In consideration of the making of this Loan, Property Owner and Village agree as follows;

1. Loan Amount. Village agrees to make a loan to Property Owner in the amount of $____________ ("Loan") for the replacement of the private lead service line at the Property.

2. Interest. The Loan will accrue interest at _______ percent (____%) per year on unpaid principal balance.

3. Term and Annual Payment. The Loan shall be fully amortized over the ___________ year term of the Loan with Property Owner paying principal and interest (the "Annual Payment") based upon loan amount and interest terms as provided by the Village amortization schedule for each loan.

4. Special Charge. The Loan shall be treated as a municipal special charge and the Annual Payment shall be placed on Property Owner's property tax bill for the Property as a special charge ("Special Charge") pursuant to Section 66.0627(8)(ag) of Wisconsin Statutes. The Loan shall be a lien against the Property that runs with the land and shall be binding upon any successor in interest to the property.

5. Collection of Special Charge. The Annual Payment shall be collected from Property Owner by Village as provided in Wisconsin Statute Chapter 74.

6. Prepayment. Property Owner may prepay the Loan at any time and without penalty. **Any prepayment toward the Loan amount must be made directly to the Village of Hales Corners at 5635 S. New Berlin Rd., Hales Corners, Wisconsin and not included in the Property Owner's tax payment. Any prepayment should be clearly indicated by the Property Owner at the time of prepayment.** Any prepayments shall be applied to the principal due in the inverse order of maturity and shall not delay the due dates or change the amount of the remaining payments until the unpaid balance of principal and interest is paid in full.

7. Accounting and Annual Notice. Village shall keep an accounting of Special Charges collected on the Property and shall, upon reasonable request of Property Owner, provide a copy of the accounting. The Village shall provide the Property Owner with an annual notice that includes 1) the Loan term, 2) the current year for which the Property Owner is paying the Special Charge and the amount owed for that year, and 3) the current Loan balance.

8. Default by Property Owner. Property Owner's failure to pay the Annual Payment in full on or before January 31, shall be deemed to be a default in payment. Property Owner's failure to timely pay the Annual Payment may result in property tax foreclosure through the procedures outlined in Chapters 74 and 75 of the Wisconsin Statutes. Such remedy shall be cumulative and nonexclusive and shall be in addition to any other remedies the parties may have. No waiver by any party of any breach of any terms contained within this Agreement, whether by conduct or otherwise shall be deemed to be construed as a further or continuing waiver of any such breach or a waiver of any other term contained within the Agreement.

9. Notice to Successor Owners and Release. Property Owner consents, acknowledges and understands that Village may, at its sole discretion, disclose or publish the existence of the Loan and any unpaid balance of the Loan related to the Property via the Village website, a special assessment letter or by such other means as deemed reasonably appropriate by the Village. Property Owner acknowledges and understands that this Agreement is subject to Wisconsin Open Records law set forth in section 19.35, Wis. Stats. Property Owner hereby releases and holds Village harmless from all costs, damages, and liability of any kind incurred or alleged to be incurred by Property Owner as a result of or in any way related to said publication or disclosure of the unpaid balance to prospective purchasers.

10. Severability. If any one of the provisions of this Agreement shall be found to be invalid, illegal or unenforceable in any respect to any extent, such findings shall not affect the validity, legality or enforceability of the remaining provision of this Agreement.

11. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and all prior agreements, correspondence, discussions and understandings of the parties are merged herein and made a part of hereof, it being the intention of the parties hereto that this Agreement (including the exhibits attached hereto and the agreements executed and delivered simultaneously herewith) shall serve as the complete and exclusive statement of the terms of the agreements between the parties. No amendment, waiver or modification hereto or hereunder shall be valid unless in writing signed by an authorized signatory of the party or parties to be affected hereby.

12. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Wisconsin regardless of its conflict of law principles.

13. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be deemed original signatures for purposes of this Agreement.

14. Further Assurances. The parties hereto shall execute and deliver, or cause to be executed and deliver, all such other powers, instruments and documents, and will take all such other action, as may be reasonably necessary in order to carry out the provisions and purposes of this Agreement.

15. Section Headings. The section headings used herein are for the convenience of reference only and shall not affect in any way the meaning or interpretation of any of the provisions of this Agreement.

16. Inurement and Transfer of Property. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, beneficiaries, heirs and personal

representatives, as applicable, including, but not limited to, successor owners of the Property, providing that any assignment of this Agreement or the rights hereunder by any party hereto without the written consent of the parties shall be void. In the event of sale, transfer, or conveyance of any kind of the Property, any unpaid balance shall be due and payable in full but shall remain as a Special Charge lien against the Property and binding upon any successor owner of the Property until fully paid.

17. Waiver. Failure on the part of any party to complain of any act or failure to act of another party or to declare another party in default or in breach, irrespective of how long such failure continues, shall not constitute a waiver by that party of its rights under this Agreement or otherwise.

18. Recitals. The Recitals incorporated into the Agreement as if set forth herein in full.

19. Authority. Property Owner warrants and represents that this Agreement is being executed by the undersigned, who are duly authorized to enter into the Agreement and act for and bind the Property.

Executed as of the date set forth above.

SIGNATURES ON NEXT PAGE

THIS AGREEMENT MUST BE EXECUTED BY ALL PERSONS ON TITLE OF PROPERTY.

PROPERTY OWNER:

____

Signature

____

Printed Name

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me on this __________ day of _____________, ________, the above named ____ the persons who executed the foregoing instrument and acknowledged the same.

____

Notary Public, State of Wisconsin.

My commission is permanent or expires: ____________

VILLAGE OF HALES CORNERS

____

By: ______________________________

Its: ______________________________

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Personally came before me on this __________ day of _____________, ________, the above named ____ the persons who executed the foregoing instrument and acknowledged the same.

____

Notary Public, State of Wisconsin.

My commission is permanent or expires: ____________

Memo

To: Village Board

From: Sandy Kulik, Village Administrator

Date: September 27, 2024

Re: Agenda Item : 3.9 Library Foundation.

Attached are the minutes of previous meetings where this item was discussed.

The Library Foundation was contacted and invited to the COW as requested at the August meeting.

Village President Besson called the meeting to order at 6:45 p.m.

1.0 **ROLL CALL** – Present: Pres. D. Besson, Trustees: M. Bennett, L. Bergan, J. Chesney, M. Eternicka, K. Meleski and B. Shaw. Library Board Trustees: T. Kiernan, E. Leonard, L. Komas and B. Shaw. Staff: Village Administrator S. Kulik, DPW Director S. Rewolinski, Library Director S. Lewin-Lane and Village Attorney J. Wesolowski. Audience (4). Board moved to item 4.1.2.

2.0 **PUBLIC COMMENT** – Board moved to this item after 4.1.2 then continued in agenda order. No public comments.

3.0 **CONSENT AGENDA**

3.1 **Motion** (Chesney, Bennett) to approve minutes of August 14, 2023; motion passes unanimously.

4.0 **STANDING COMMITTEE REPORTS**

4.1 Committee of the Whole – J. Chesney

4.1.1 **Motion** (Chesney, Meleski) to approve Resolution 23-30 authorizing certain officials to execute an agreement for Audit Financial Services to Baker Tilly US, LLP for fiscal years ending December 31, 2023 through December 31, 2026 motion passes unanimously.

4.1.2 **Discussion regarding potential creation of a Library Foundation** – *Library Board called to order at 6:46 p.m. Roll Call: T. Kiernan, E. Leonard, L. Komas and B. Shaw.*

Pat Laughlin, 10212 Parklane Court, Hales Corners and John Cagle, 11327 Arrowhead Trail, Hales Corners addressed the Board regarding the proposed foundation. P. Laughlin read the document submitted by the proposed foundation to the Boards and commented they are looking for support and endorsement of both Boards for the foundation. P. Laughlin commented that they would like space at the Library and to use the Library address on foundational documents. She commented it would be no more than the current space and agreement that the Friends of the Library utilizes.

D. Besson commented that he felt it necessary to have it understood that the Village Board be noted in the foundational documents as having final control and authority over the site relative to any capital expenditures, that the access on the Library website needed to be approved by the Library Board as well as any content placed upon the website and that he would prefer a member of the Village Board also appointed on the foundation board. He feels that this will show the community that they have the full support.

M. Eternicka question regarding success rate of other area foundations in fundraising. P. Laughlin commented that they have been very successful as evidenced by the facilities of the Franklin, Oak Creek and Milwaukee Libraries however they are much larger municipalities. At this point, the foundation has not really addressed how much funding as it is in its early stages. She further commented that the Library Board does have a naming rights policy that the Library staff are searching for that goes back to the librarian before her tenure after a donation was received. A committee was formed that ultimately ended up with art work and a corner where the art was displayed being named after her.

B. Shaw agrees that conceptually it is a good idea and inquired if there are any other grant programs that support libraries. P. Laughlin indicated that they have members that will be looking into it. J. Cagle commented that they did not want to go too far until they understood the support and commitment of the Village and Library Boards as well as any feedback.

D. Besson commented he is fully behind it. He inquired if the Library Board had any questions. T. Kiernan commented that it would need to go before their board but he didn't see any issue with the filing cabinet space. S. Lewin-Lane inquired who would be handling any administrative tasks. P. Laughlin commented that the foundation would handle all administrative tasks and covers their own expenses and work.

D. Besson asked for clarification on grants and monitoring them. P. Laughlin commented that sometimes the foundations websites indicate that they are audited once a year and are part of the municipal audit. S. Kulik commented that in order for a non-governmental entity to be included in the municipal audit, they must be considered a component unit based upon financial elements. What that would mean for the Village is that a fund would need to be set up on the Village's books for recording revenues, expenditure and donations in excess of $25,000. D. Besson commented is that is a concern for adding tasks to village staff. S. Kulik commented that it is what it is and under the direction of the Village Board and accounting standards, that will dictate the work load. She commented that the grant policy being recommended on later on in the agenda is to try and get grants written at the time the budget is adopted as there has been a flood of grants recently where one fund is no 31 and she is the only one on staff who knows how to set this up.

T. Kiernan asked if the foundation will continue to support the Library even after any building project would be undertaken. P. Laughlin commented that their only purpose is to support the library and not just for one project.

E. Leonard inquired if the foundation would be non-profit. P. Laughlin reported that they will operate as a 501.3c and be recognized as a not for profit entity.

Motion (Bennett, Bergan) for the Village Board to publicly support the forming of a Library Foundation; motion passes unanimously.

Motion (Komas, Leonard) for the Library Board to publicly support the forming of a Library Foundation; motion passes 4-0-2 (Harycki & Wilkes absent).

Motion *(Komas, Leonard) for the Library Board to adjourn, motion passes 4-0-2 (Harycki & Wilkes absent). Library Board adjourned at 7:15 p.m.*

Village Board moved to item 2.0 and continued through the agenda in order as presented.

5.0 SPECIAL COMMITTEE REPORTS

5.1 **Plan Commission Meeting – September 18, 2023** – J. Chesney reported.

5.2 **Fire & Police Commission Meeting – September 19, 2023 –** referred members to the minutes as the meeting was brief.

Village President Besson called the meeting to order at 6:45 p.m.

1.0 ROLL CALL – Present: Pres. D. Besson, Trustees: M. Bennett, T. Brinkmeier, J. Chesney, K. Meleski and I. Thomson, and M. Eternicka (virtual). Library Board called to order at 6:45 p.m. members present: T. Kiernan, N. Wilkes, P. Harycki, D. Sweet, B. Shaw and E. Leonard (virtual). Staff: Administrator S. Kulik, Library Director S. Lewin-Lane and Village Attorney J. Wesolowski. Audience (8).

2.0 PUBLIC COMMENT – none.

3.0 CONSENT AGENDA

3.1 **Motion** (Chesney, Bennett) to approve minutes of May 13, 2024; motion passes unanimously.

4.0 STANDING COMMITTEE REPORTS

4.1 Committee of the Whole – J .Chesney

4.1.1 **Audit Report 2023 –** Wendi Unger, Baker Tilly USA LLC reported on the completion of the 2023 audit.

4.1.2 **Motion** (Chesney, Thomson) to approve Resolution 24-18 approving the 2023 Audit; motion passes unanimously.

4.1.3 **Ben Hunt Facility (Library) Discussion on facility needs and funding options with the Library Board and Library Foundation –** Library Foundation members present: Pat Laughlin, Maryann Lindberg and Jonathan Cagle (virtual).

D. Besson commented that the Foundation had received questions he prepared in advance and requested that the Foundation members respond to those questions. M. Lindberg commented on the status of the Foundation is that the bylaws are in draft form, that they are still seeking members and the foundations mission is to support the Library and the Ben Hunt Facility. In regards to the question about capital planning, M. Lindberg indicated commented that the Foundation is not involved in any capital planning and that their job is to raise money. She commented that she has opinions that are hers alone but that the foundation was there to support the Library irrespective of her opinions on any matter. That is the Library Board and Village Board and that after the plan is developed it could be submitted to the Foundation for financial support and the Foundation Board would vote on whether to contribute to any particular plan. M. Lindberg commented that each question resulted in the same response from the Foundation in that the Foundation does not direct any projects unilaterally and that the Boards would do these things.

T. Kiernan commented that a meeting he had with P. Laughlin that the mezzanine issue was brought up and that what was being reported tonight was counter to that in regards to the planning of the Library project. P. Laughlin responded that the mezzanine is not something the foundation has talked about. T. Kiernan inquired what they talked about. P. Laughlin commented that it was about the bylaws, recruitment and raising funds. T. Kiernan inquired about the board member make up and who the active board members were. M. Lindberg commented it was her, J. Cagle, P. Laughlin and Nancy Wilkes. T. Kiernan asked about Village Board member. D

Besson asked about the Library Board member being on the Foundation Board but that there were questions about a Village Trustee being on it that has not been responded to. M. Lindberg commented that when the Foundation originally met, they had much to learn regarding the entire process. She commented that now that they are moving forward, she has found that other foundations do not have elected officials on it in order to keep the politics out of the Foundation and that they are moving away from having a Village Trustee on the Foundation Board.

N. Wilkes commented that the Library should come up with a work plan to present to the Foundation and recognizing that it would take time to raise any funds.

D. Besson inquired about a process to ensure the Foundation and the Village are not competing for the same donor dollars. M. Lindberg stated at this time absolutely not. They may be having fundraising events that bring money in but that the Village, if they know they need something, should not be waiting for the Foundation to raise the funds.

D. Sweet inquired how the Foundation would respond to restricted donations that may not align with Library Board and Village Board plans. Is there any way the Foundation can assure the two boards that funds raised in general without a restriction will be available to the Village for various needs? M. Lindberg commented that the Village or Library would request the funds for a specific project and the Foundation would discuss that request and approve or deny it. The specific donations could be addressed by letting the Village Boards know that it was restricted and to see if they want to move forward with whatever the donor requested.

T. Kiernan commented that when the Foundation endorsement was requested, it was with the understanding that the Village Board would have representation which was a material matter relative to the endorsement. It sounds like this has now changed and the Foundation does not want the Village Board member as part of the Foundation. At the meeting where the endorsement was initially approved, everyone was talking about the roof, siding and windows while the mezzanine and elevator were off the table. The Village Board and the Library Board have had contentious matters in the past over who governed monies of the Library and who controlled the facility needs. That contention has been cleared as both Boards understand that annual adopted appropriations, special revenue funds and staffing matters reside under the control of the Library Board but that the building and its capital repairs and so on are the Village Board's purview. N. Wilkes commented that it is too early in the formation of the Foundation and that the Foundation is learning how to do this. T. Kiernan commented that to N. Wilkes point, that perhaps it was premature to have endorsed them.

S. Kulik commented that it is now a clear understanding between the Boards that any funding for Library repairs would not be under the Library Board's control and it remains with the Village Board until the Village Board considers the project complete. The Library really has no say in the facilities in a definitive manner relative to the repairs but of course the Village Board would listen to whatever input was offered. Operating funds are 100% under the Library Boards control while any building project funds are 100% the Village Board.

J. Cagle (virtual) commented that these are volunteers and that they are just trying to help. He commented from the beginning the idea was to support the Village and the Library. D. Besson stated that the concern is about the two groups going after targeted funding and competing with the Foundation. He commented that he is hearing that the Foundation may choose not to fund a project. He commented that the first meeting was a huge step of us all working together and that does not appear to be the case now. J. Cagle commented that the Board and the Foundation would notify each other so that competing funds are not an issue.

M. Eternicka commented that he is hearing widespread apprehension over the Foundation's ability to solely discern the distribution of funds generated. He proposed a commitment from the Foundation to allocate funds for building and operational needs first, prior to any visionary proposal. This would hold true regardless of the operating year. M. Lindberg commented that she had already said that several times and that she doesn't want to talk about the mezzanine or the elevator and would like to hear that the two Boards are grateful for the concept. D. Sweet commented that they are grateful but that the main conflict is in the beginning stages while priorities are being developed. As time progresses and the Foundation is raising funds, they could work toward specific targets and any donors at that point would be the Foundation soliciting but concern is about future boards and Foundation members would not be in agreement about the overriding goals. N. Wilkes commented that it could be developed into the bylaws.

K. Meleski expressed frustration over the deterioration of the building that has occurred under previous administrations. He commented on the initial plan for a referendum was not undertaken. D. Sweet commented that the only reason was a political one as the public safety referendum was on the ballot. D. Besson commented he was correct and that referendum failed for a $30 increase so it is highly unlikely a library referendum would have passed.

I. Thomson commented that long term strategic planning takes patience and relationship building. He commented he is grateful for the Foundation and that he proposes a grant application similar to the Holz Family Grant that would show the criteria of what the application of funds could be for. He commented that it could include that any capital improvement funds requested would have to have joint support of the Library Board and the Village Board.

N. Wilkes commented that she had already engage certain firms for bids that had gone out and that she was concerned that it wasn't going to be used. D. Besson commented that he wanted it clear that no bids have gone out. S. Kulik commented that public construction doesn't work that way. That it requires statutory processes be followed. She commented that bids cannot be solicited without requests for proposals to develop a scope so all required sealed bids are able to compete fairly. N. Wilkes commented she doesn't know why they can't just have contractors come out and look at the building and send bids. S. Kulik commented that the law does not allow that. She also commented that contractors want assurance a project will advance before we ask them to commit their staff and resources. S. Kulik also commented she does not have the expertise to draft these RFP's and it took her 8 weeks to complete the water trust RFP. She commented that what she is hearing is roof, siding and windows and moving towards completing those items.

D. Besson commented that he feels the Foundation needs to be more fully developed and that the Board was premature in endorsing them but he looks forward to figuring how they can work together. M. Lindberg commented that she would only be one vote on any request for funding and that it would take more than her yes or no to move anything forward. They are here to support the Library.

P. Harycki commented that the two Boards need to work towards the roof, siding and windows and as the foundation develops they can join in. She asked what the next steps would be. S. Kulik commented that the Village Board would need to have staff develop a project budget. She commented that a definitive plan needed to be agreed to as to expansion or repair. What she is hearing is repair. N. Wilkes agreed that the two Boards are about getting the repairs completed.

D. Sweet commented he is not interested in looking backwards and finding fault as what matters as what they do going forward. He agreed that the repairs need to be completed under whatever legal processes are required.

Motion (Shaw, Wilkes) to adjourn Library Board at 8:10 p.m.; motion passes unanimously.

5.0 SPECIAL COMMITTEE REPORTS

5.1 Public Works Commission Meeting – May 16, 2024 – T. Brinkmeier reported.

5.2 Health Board Meeting – May 20, 2024 – K. Meleski reported.

5.3 Plan Commission Meeting – May 20, 2024 – M. Eternicka & D. Besson reported.

5.4 Library Board Meeting – May 23, 2024 – M. Bennett reported.

6.0 VILLAGE OFFICIALS REPORT

6.1 **Resolution authorizing a 2024 Non-Major Special Revenue Fund Budget Amendment** – S. Kulik reported that it was approved by the Library Board and that in order to true up the financial software, the Village Board should approve the request as well.

Motion (Thomson, Meleski) to approve Resolution 24-19 authorizing a 2024 Non-Major Special Revenue Fund Budget Amendment; motion passes unanimously.

7.0 ADJOURNMENT – Motion (Chesney, Meleski) to adjourn at 8:25 p.m.; motion passes unanimously.

Sandra M. Kulik, Administrator/Clerk