

Village of Hales Corners

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



James R. Ryan Municipal Building

VILLAGE BOARD - BOARD OF TRUSTEES MEETING

Meeting Notice/Agenda

December 9, 2024 (Monday) - 6:45 p.m.

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

Pursuant to Resolution 20-61, members of the Board of Trustees 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/PLEDGE OF ALLEGIANCE**
- 2.0 PUBLIC COMMENT** - Comments from the public are limited to three (3) minutes.
- 3.0 CONSENT AGENDA**
 - 3.1 Minutes: November 25, 2024
 - 3.2 Approval of claims paid with the November 2024 Check Register: \$178,096.41
 - 3.3 Approval of payrolls for the periods ending 11/08/2024 (\$143,510.84) and 11/22/2024 (\$143,677.49)
 - 3.4 Approval for Public Works to remove crabapple trees at Village Hall
- 4.0 STANDING COMMITTEE REPORTS**
 - 4.1 Committee of the Whole – M. Bennett
 - 4.1.1 Resolution authorizing certain officials to execute an agreement for floor mats, shot towels and coverall rental services with Cintas Corporation
 - 4.1.2 Resolution authorizing 2024 Non-Major Special Revenues Fund Reserve to remove the restriction for the Whitnall School District
 - 4.1.3 Resolution establishing 2025 Summer Recreation Program Fees
- 5.0 SPECIAL COMMITTEE REPORTS**
 - 5.1 Library Board Meeting – November 21, 2024 – M. Bennett
 - 5.2 Public Works Meeting – November 21, 2024 – J. Chesney
- 6.0 VILLAGE OFFICIALS REPORT**
 - 6.1 Village Administrator
 - 6.1.1 Purchase Orders Issued
 - 6.1.2 Approval of Purchase Order – 2025 Squad Car Replacement – Ewald Automotive \$41,188
 - 6.2 Public Works Project Manager
 - 6.2.1 Resolution authorizing certain officials to execute an agreement with Infiltration and Inflow (PPII) reduction program funding
 - 6.2.2 Resolution authorizing certain officials to execute an agreement for implantation of a work plan based upon flow monitoring data completed for Milwaukee Metropolitan Sewerage District with R.A. Smith, Inc. and a 2025 Budget Amendment to the Sanitary Sewer Rehabilitation Fund for the anticipated project grant proceeds and expenditures

6.2.3 Performance Evaluations – Labor/Operator and Mechanic

The Village Board may enter closed session pursuant to Wis. Stat. §19.85(1)(c), for consideration of the employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility for the annual evaluation of the laborer/operator and mechanic over which the governmental body has jurisdiction or exercises responsibility, and to re-enter open session at the same place thereafter to act on such matters as discussed therein as it deems appropriate.

7.0 VILLAGE PRESIDENTS REPORT

7.1 MMSD/ICC Meeting December 9, 2024

8.0 ADJOURNMENT



Sandra M. Kulik, Administrator
December 05, 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.

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, K. Meleski and I. Thomson. Trustees J. Chesney and M. Eternicka absent. Staff: Administrator S. Kulik, Library Director S. Lewin-Lane and Village Attorney J. Wesolowski. Audience (2). Board moved to item 6.1.2.
- 2.0 PUBLIC COMMENT** – Board moved from item 6.1.2 - none.
- 3.0 CONSENT AGENDA**
 - 3.1 Motion** (Thomson, Meleski) to approve minutes of October 14, 2024, October 15, 2024, October 16, 2024 and October 23, 2024; motion passes 5-0-2.
 - 3.2 Motion** (Thomson, Meleski) to approve of claims paid claims paid with October Check Register \$954,263.42; motion passes 5-0-2.
 - 3.3 Motion** (Thomson, Meleski) to approve claims paid with the October PCard: \$17,765.03; motion passes 5-0-2.
 - 3.4 Motion** (Thomson, Meleski) to approve of payrolls for the periods 10/11/2024 (\$147,771.25) and 10/25/2024 (\$141,785.22); motion passes 6-0-2.
- 4.0 STANDING COMMITTEE REPORTS**
 - 4.1 Committee of the Whole – I. Thomson**
 - 4.1.1 2025 Budget Hearing [Public Hearing 7:00 pm]** – D. Besson opened the public hearing at 7:10 p.m. S. Kulik reviewed the 2025 Proposed Budget. D. Besson noted no audience presence and closed the Public Hearing at 7:28 p.m.
 - 4.1.2 Motion** (Thomson, Meleski) to approve Resolution 24-39 Adopting a Municipal Budget for the Year 2025 and Levying a Tax for the Tax Paying Period 2024-2025. Roll Call: Ayes; Brinkmeier, Bennett, Meleski, Thomson, Besson. Nays: None. Motion passes 5-0-2.
 - 4.1.3 Motion** (Thomson, Bennett) to approve Resolution 24-40 Establishing 2024 Village Sanitary Sewer Operations and Maintenance Charges and Authorizing a 2025 Transfer of Funds to the Sanitary Sewer Rehabilitation Fund; motion passes 5-0-2.
 - 4.1.4 Motion** (Thomson, Meleski) to approve Resolution 24-41 Establishing 2025 Storm Water Service Charges; motion passes 5-0-2.
 - 4.1.5 Motion** (Thomson, Brinkmeier) to approve Resolution 24-42 Establishing Authorized Positions by Department for Year 2025 and setting the January 1, 2025 Pay Ranges and Compensation Rates for Non-Represented Employees; motion passes 5-0-2.
 - 4.1.6 Motion** (Thomson, Brinkmeier) to approve Resolution 24-43 authorizing fund balance classifications in accordance with Governmental Accounting Standards Board Statement No. 54: Fund Balance Reporting and Governmental Fund Type Definitions; motion passes 5-0-2.
 - 4.1.7 Motion** (Thomson, Brinkmeier) to approve Resolution 24-44 authorizing certain officials to execute a memorandum of understanding with the Hales Corners Police Officers Association Wisconsin Professional Police Association (WPPA)/ Law Enforcement Employee Relations Division

defining detective role, responsibilities and compensation; motion passes 5-0-2..

4.2 Plan Commission Meeting – November 18, 2024 – D. Besson reported.

- 4.2.1 **Motion** (Meleski, Brinkmeier) to approve Resolution 24-45 authorizing certain officials to execute an agreement for professional planning services with MSA Professional Services, Inc.; motion passes 5-0-2.

5.0 SPECIAL COMMITTEE REPORTS

- 5.1 **Library Board Meeting – October 24, 2024 – M. Bennett reported.**

6.0 VILLAGE OFFICIALS REPORT

6.1 Village Administrator

- 6.1.1 **Notice of Purchase Orders Approved -** S. Kulik commented on the report. Consensus that summary is all that is needed.

- 6.1.2 **Resolution Authorizing the Issuance and Sale of \$1,185,000 General Obligation Promissory Notes – Board moved to this item after 1.0.**

C. Wirth, Wisconsin Public Finance Professionals reported on the results of the sale.

Motion (Meleski, Brinkmeier) to approve Resolution 24-38 Authorizing the Issuance and Sale of \$1,185,000 General Obligation Promissory Notes. Roll Call: Ayes: Brinkmeier, Bennett, Meleski, Thomson, Besson. Nays: none. Motion passes 5-0-2.

- 6.1.3 **Resolution authorizing the purchase of replacement DS200 Tabulation Equipment and Express Vote ADA equipment from ES&S Election Equipment –** S. Kulik reported on the request and the insurance reimbursement for the damaged equipment.

Motion (Bennett, Thomson) to approve Resolution 24-46 authorizing the purchase of replacement DS200 Tabulation Equipment and Express Vote ADA equipment from ES&S Election Equipment; motion passes 5-0-2.

7.0 VILLAGE PRESIDENTS REPORT

- 7.1 **MMSD/ICC Meeting November 11, 2024 – D. Besson reported.**

- 8.0 ADJOURNMENT – Motion** (Meleski, Thomson) to adjourn at 7:55 p.m.; motion passes 5-0-2.

Sandra M. Kulik, Administrator/Clerk

Accounts Payable - Cover Sheet

November 2024

Batch

	<u>Amount</u>
11/14/2024	\$ 94,709.95
11/22/2024	83,386.46
TOTAL	<u>\$ 178,096.41</u>

Item 3.2

Disbursements Major Expenditures

	<u>Amount</u>
RA Smith - 2024 Road Prog (6,857.25), Hales Happiness (41,720.08)	\$ 49,917.48
Milwaukee County EMS	17,808.60
Village of Greendale - 3rd Qtr Inspection Services	15,948.21
R&R Insurance, property & liability premiums	13,676.25
WE Energies - utility invoices	11,467.48
Jefferson Fire -	10,454.00
Motorola -	8,130.76
Johnny's Petroleum - fuel invoices	6,556.82
Fire Service Inc, equipment repairs	4,426.97
Subtotal Large Items	<u>\$ 138,386.57</u>
Other Items	39,709.84
Total A/P Checks	<u><u>\$ 178,096.41</u></u>

PAYROLL

Nov-24

PPE

Pay Date

Total Cks

Tax Deposits

TOTAL

11/8/2024	11/14/2024	\$ 104,058.43	\$ 39,452.41	\$ 143,510.84
11/22/2024	11/28/2024	\$ 105,016.22	\$ 38,661.27	\$ 143,677.49

ITEM 3.3

Accounts Payable - Cover Sheet

November 2024

Batch	Amount	
11/14/2024	\$ 94,709.95	
11/22/2024	83,386.46	Item 3.2
TOTAL	\$ 178,096.41	

Disbursements Major Expenditures

	Amount
RA Smith - 2024 Road Prog (6,857.25), Hales Happiness (41,720.08)	\$ 49,917.48
Milwaukee County EMS	17,808.60
Village of Greendale - 3rd Qtr Inspection Services	15,948.21
R&R Insurance, property & liability premiums	13,676.25
WE Energies - utility invoices	11,467.48
Jefferson Fire -	10,454.00
Motorola -	8,130.76
Johnny's Petroleum - fuel invoices	6,556.82
Fire Service Inc, equipment repairs	4,426.97
Subtotal Large Items	\$ 138,386.57
Other Items	39,709.84
Total A/P Checks	\$ 178,096.41

PAYROLL

Nov-24

PPE	Pay Date	Total Cks	Tax Deposits	TOTAL	
11/8/2024	11/14/2024	\$ 104,058.43	\$ 39,452.41	\$ 143,510.84	
11/22/2024	11/28/2024	\$ 105,016.22	\$ 38,661.27	\$ 143,677.49	ITEM 3.3

Purchase Orders: November 2024	PO Number	Amount	Department	Account	Project	Board Approved
ES&S Systems Services	20738	31,435.00	Administration	700-514-999	DS200 & Express V	#####

*Check List

NOVEMBER 2024

Check #	Search Name	Invoice	Amount	Act Typ	FUND Descr	Last Dim Descr
102982	11/14/2024 KORPELA, TAD	101124	-\$125.00	G	PHEP WORKFORCE	INTERFUND RECEIVAB
102982	11/14/2024 KORPELA, TAD	101124	\$125.00	E	PHEP WORKFORCE	UNCLASSIFIED
102983	11/14/2024 LIBERTY ADVANCED SECURITY	2401-0072	\$588.90	E	GENERAL FUND	MEDICAL SUPPLIES
102984	11/14/2024 LIFE-ASSIST, INC	1521417	\$614.40	E	FIRE DEPT SRF	EMS GRANT SUP EXP
102984	11/14/2024 LIFE-ASSIST, INC	1524559	\$172.00	E	GENERAL FUND	MEDICAL SUPPLIES
102984	11/14/2024 LIFE-ASSIST, INC	1521417	-\$614.40	G	FIRE DEPT SRF	INTERFUND RECEIVAB
102984	11/14/2024 LIFE-ASSIST, INC	1521421	\$898.05	E	GENERAL FUND	MEDICAL SUPPLIES
102984	11/14/2024 LIFE-ASSIST, INC	1521417	\$614.40	G	GENERAL FUND	INTERFUND RECEIVAB
102985	11/14/2024 MENARDS-FRANKLIN	64355	\$99.43	E	GENERAL FUND	BUILDING MAINTENAN
102986	11/14/2024 MILW CO TREASURER	OCT 2024	\$1,889.44	R	GENERAL FUND	MUNICIPAL COURT
102987	11/14/2024 MILW COUNTY EMS	N400000017	\$265.80	G	GENERAL FUND	INTERFUND RECEIVAB
102987	11/14/2024 MILW COUNTY EMS	N400000017	-\$265.80	G	HEALTH DEPT SRF	INTERFUND RECEIVAB
102987	11/14/2024 MILW COUNTY EMS	N400000017	\$265.80	E	HEALTH DEPT SRF	PPHS GRANT FUNDS
102987	11/14/2024 MILW COUNTY EMS	N400000017	\$2,392.20	E	GENERAL FUND	CONTR SERV-RADIO C
102987	11/14/2024 MILW COUNTY EMS	N400000017	\$8,771.40	E	GENERAL FUND	CONTR SERV-RADIO C
102987	11/14/2024 MILW COUNTY EMS	N400000017	\$6,379.20	E	GENERAL FUND	RADIO COMMUNICATIO
102988	11/14/2024 MOTOROLA	8282018140	\$7,748.08	E	CONSTRUCTION FUN	OUTLAY
102988	11/14/2024 MOTOROLA	8282018140	-\$7,748.08	G	CONSTRUCTION FUN	INTERFUND RECEIVAB
102988	11/14/2024 MOTOROLA	8282018140	\$7,748.08	G	GENERAL FUND	INTERFUND RECEIVAB
102989	11/14/2024 NAPA AUTO PARTS	949635	\$7.48	E	GENERAL FUND	EQUIPMENT REPAIRS
102990	11/14/2024 OFFICE PRO	711603-0	\$174.94	E	GENERAL FUND	BUILDING MAINTENAN
102991	11/14/2024 OREILLY AUTOMOTIVE	2372-411399	\$13.68	E	GENERAL FUND	BUILDING MAINTENAN
102992	11/14/2024 PLUMBING PARTS PLUS	188837688	\$132.94	E	GENERAL FUND	BUILDING MAINTENAN
102993	11/14/2024 R&R INSURANCE SERVICES INC	3112032	\$7,067.25	E	GENERAL FUND	CONTR SERV-INSURAN
102993	11/14/2024 R&R INSURANCE SERVICES INC	3112031	\$6,609.00	E	GENERAL FUND	CONTR SERV-INSURAN
102994	11/14/2024 R.A. SMITH NATIONAL	184159	\$1,340.15	G	GENERAL FUND	INTERFUND RECEIVAB
102994	11/14/2024 R.A. SMITH NATIONAL	184159	-\$1,340.15	G	SEWER REHAB	INTERFUND RECEIVAB
102994	11/14/2024 R.A. SMITH NATIONAL	184159	\$1,340.15	E	SEWER REHAB	OUTLAY
102994	11/14/2024 R.A. SMITH NATIONAL	184148	\$6,857.25	G	GENERAL FUND	INTERFUND RECEIVAB
102994	11/14/2024 R.A. SMITH NATIONAL	184148	-\$6,857.25	G	CONSTRUCTION FUN	INTERFUND RECEIVAB
102994	11/14/2024 R.A. SMITH NATIONAL	184148	\$5,035.25	E	CONSTRUCTION FUN	OUTLAY
102994	11/14/2024 R.A. SMITH NATIONAL	184148	\$1,822.00	E	CONSTRUCTION FUN	OUTLAY
102995	11/14/2024 RESERVE ACCOUNT	19465947	\$1,000.00	E	GENERAL FUND	POSTAGE
102996	11/14/2024 SAFETY MART	11326	\$100.97	E	GENERAL FUND	UNIFORM
102996	11/14/2024 SAFETY MART	11036	\$12.22	E	GENERAL FUND	UNIFORM
102996	11/14/2024 SAFETY MART	11141	\$59.80	E	GENERAL FUND	UNIFORM
102996	11/14/2024 SAFETY MART	11082	\$53.55	E	GENERAL FUND	CONTR SERV-STREET
102997	11/14/2024 SECURIAN FINANCIAL GROUP	002832L	\$91.20	E	GENERAL FUND	LIFE & DISABILITY
102997	11/14/2024 SECURIAN FINANCIAL GROUP	002832L	\$4.03	E	GENERAL FUND	LIFE & DISABILITY
102997	11/14/2024 SECURIAN FINANCIAL GROUP	002832L	\$224.24	E	GENERAL FUND	LIFE & DISABILITY
102997	11/14/2024 SECURIAN FINANCIAL GROUP	002832L	\$56.78	E	GENERAL FUND	LIFE & DISABILITY
102997	11/14/2024 SECURIAN FINANCIAL GROUP	002832L	\$102.72	E	GENERAL FUND	LIFE & DISABILITY
102997	11/14/2024 SECURIAN FINANCIAL GROUP	002832L	\$72.38	E	GENERAL FUND	LIFE & DISABILITY
102997	11/14/2024 SECURIAN FINANCIAL GROUP	002832L	\$23.76	E	GENERAL FUND	LIFE & DISABILITY
102997	11/14/2024 SECURIAN FINANCIAL GROUP	002832L	\$35.20	E	GENERAL FUND	LIFE & DISABILITY
102997	11/14/2024 SECURIAN FINANCIAL GROUP	002832L	\$82.88	E	GENERAL FUND	LIFE & DISABILITY
102998	11/14/2024 SHERWIN INDUST INC	SC053204	\$248.82	E	GENERAL FUND	CONTR SERV-ROAD PA
102999	11/14/2024 STANDARD PRECAST	1713	\$192.00	E	STORM WATER	CONTR SERV-PRIVATE
102999	11/14/2024 STANDARD PRECAST	1713	-\$192.00	G	STORM WATER	INTERFUND RECEIVAB
102999	11/14/2024 STANDARD PRECAST	1713	\$192.00	G	GENERAL FUND	INTERFUND RECEIVAB
103000	11/14/2024 THATS AMORE	090924	\$400.95	E	GENERAL FUND	UNCLASSIFIED
103001	11/14/2024 THOMPSON, ADAM	REIMBURSE	\$99.63	E	GENERAL FUND	UNIFORM
103001	11/14/2024 THOMPSON, ADAM	REIMBURSE	\$29.97	E	GENERAL FUND	UNIFORM
103001	11/14/2024 THOMPSON, ADAM	REIMBURSE	\$9.72	E	GENERAL FUND	UNIFORM

*Check List

NOVEMBER 2024

Check #	Search Name	Invoice	Amount	Act Typ	FUND Descr	Last Dim Descr
103002	11/14/2024 WCTC	S0844329	\$19.95	E	GENERAL FUND	CONFERENCE & TRAIN
103003	11/14/2024 WE ENERGIES (EVERETT)	1899519100022	\$270.62	E	GENERAL FUND	UTILITIES
103003	11/14/2024 WE ENERGIES (EVERETT)	1899519100031	\$57.41	E	GENERAL FUND	UTILITIES
103003	11/14/2024 WE ENERGIES (EVERETT)	1899519100002	\$23.20	E	GENERAL FUND	UTILITIES
103003	11/14/2024 WE ENERGIES (EVERETT)	1899519100003	\$92.79	E	GENERAL FUND	UTILITIES
103003	11/14/2024 WE ENERGIES (EVERETT)	1899519100016	\$1,283.74	E	GENERAL FUND	UTILITIES
103004	11/14/2024 WESOLOWSKI, REIDENBACH &	OCT 2024	\$562.50	E	GENERAL FUND	CONTR SERV-GENL CO
103005	11/14/2024 WI COURT FINE & ASSESSMNT	OCT 2024	\$4,693.06	R	GENERAL FUND	MUNICIPAL COURT
103006	11/22/2024 AT&T MOBILITY	287340323607	\$99.72	E	GENERAL FUND	TELEPHONE
103006	11/22/2024 AT&T MOBILITY	287290222183	\$320.34	E	GENERAL FUND	TELEPHONE
103007	11/22/2024 AURORA HEALTH CARE	819256	\$25.00	E	GENERAL FUND	EVIDENCE SUPPLIES &
103008	11/22/2024 BOUND TREE MEDICAL	85560150	\$108.09	E	GENERAL FUND	MEDICAL SUPPLIES
103008	11/22/2024 BOUND TREE MEDICAL	85563194	\$127.84	E	GENERAL FUND	MEDICAL SUPPLIES
103009	11/22/2024 CDW GOVERNMENT INC	AB4XT6R	\$267.32	E	GENERAL FUND	COMPUTERS IT
103009	11/22/2024 CDW GOVERNMENT INC	AB4XT6R	\$1,069.28	E	GENERAL FUND	COMPUTER MAINT & S
103009	11/22/2024 CDW GOVERNMENT INC	AB4XT6R	\$267.32	E	GENERAL FUND	COMPUTER MAINT & S
103009	11/22/2024 CDW GOVERNMENT INC	AB4XT6R	\$1,069.28	E	GENERAL FUND	COMPUTER MAINT & S
103009	11/22/2024 CDW GOVERNMENT INC	AB4XT6R	\$267.32	E	GENERAL FUND	COMPUTER MAINT & S
103010	11/22/2024 EMS MANAGEMENT & CONSULT	EMS-009642	\$1,579.54	E	GENERAL FUND	CONTR SERV-AMBULA
103011	11/22/2024 FLESCH, GORDON CO INC	IN14918850	\$44.98	E	GENERAL FUND	PUBLIC PHOTOCOPIER
103012	11/22/2024 GALL S INC	029516591	\$65.98	E	GENERAL FUND	UNIFORM
103013	11/22/2024 GREENDALE, VILLAGE OF	3RD QTR 2024	\$15,948.21	E	GENERAL FUND	CONTR SERV-INSPEC
103014	11/22/2024 GUETZKE & ASSOCIATES INC	4245603-IN	\$412.82	E	GENERAL FUND	BUILDING MAINTENAN
103015	11/22/2024 HOOPSTER PERFORMANCE GR	6786	\$460.00	G	GENERAL FUND	INTERFUND RECEIVAB
103015	11/22/2024 HOOPSTER PERFORMANCE GR	6786	\$460.00	E	EQUIP REPLACEMEN	OUTLAY
103015	11/22/2024 HOOPSTER PERFORMANCE GR	6788	\$575.00	E	EQUIP REPLACEMEN	OUTLAY
103015	11/22/2024 HOOPSTER PERFORMANCE GR	6788	-\$575.00	G	EQUIP REPLACEMEN	INTERFUND RECEIVAB
103015	11/22/2024 HOOPSTER PERFORMANCE GR	6788	\$575.00	G	GENERAL FUND	INTERFUND RECEIVAB
103015	11/22/2024 HOOPSTER PERFORMANCE GR	6786	-\$460.00	G	EQUIP REPLACEMEN	INTERFUND RECEIVAB
103016	11/22/2024 INTERSTATE PUMP & TANK LLC	16043	\$1,374.20	E	GENERAL FUND	EQUIPMENT REPAIRS
103017	11/22/2024 ITU ABSORB TECH	8433354	\$5.53	E	GENERAL FUND	EQUIPMENT REPAIRS
103017	11/22/2024 ITU ABSORB TECH	8433354	\$221.12	E	GENERAL FUND	BUILDING MAINTENAN
103017	11/22/2024 ITU ABSORB TECH	8433354	\$4.97	E	GENERAL FUND	UNIFORM
103017	11/22/2024 ITU ABSORB TECH	8433353	\$26.36	E	GENERAL FUND	BUILDING MAINTENAN
103017	11/22/2024 ITU ABSORB TECH	8433354	\$16.31	E	GENERAL FUND	BUILDING MAINTENAN
103018	11/22/2024 JEWELL, JOSHUA	REIMBURSE	\$179.82	E	GENERAL FUND	UNIFORM
103019	11/22/2024 JOE WILDE GARAGE DOORS LL	246768	\$255.00	E	GENERAL FUND	BUILDING MAINTENAN
103019	11/22/2024 JOE WILDE GARAGE DOORS LL	247712	\$852.50	E	GENERAL FUND	BUILDING MAINTENAN
103020	11/22/2024 JOURNAL SENTINEL	0006715729	\$43.18	E	GENERAL FUND	OFFICIAL ADVERTISIN
103020	11/22/2024 JOURNAL SENTINEL	0006715729	\$43.18	E	GENERAL FUND	OFFICIAL ADVERTISIN
103020	11/22/2024 JOURNAL SENTINEL	0006715729	\$29.50	E	GENERAL FUND	OFFICIAL ADVERTISIN
103021	11/22/2024 MACQUEEN EMERGENCY	P38716	\$71.00	G	GENERAL FUND	INTERFUND RECEIVAB
103021	11/22/2024 MACQUEEN EMERGENCY	P38716	-\$71.00	G	EQUIP REPLACEMEN	INTERFUND RECEIVAB
103021	11/22/2024 MACQUEEN EMERGENCY	P38716	\$71.00	E	EQUIP REPLACEMEN	OUTLAY
103022	11/22/2024 MATC	1356	\$22.01	E	GENERAL FUND	CONFERENCE & TRAIN
103023	11/22/2024 MILLIMAN, INC	67GSB3343001	\$3,150.00	E	GENERAL FUND	CONTR SERV-ACCTG &
103024	11/22/2024 MOTOROLA	1411138439	\$382.68	E	GENERAL FUND	EVIDENCE SUPPLIES &
103025	11/22/2024 PACE ELECTRIC INC	43177	\$274.00	E	GENERAL FUND	BUILDING MAINTENAN
103026	11/22/2024 PRIME PRINTING & SIGNS	35169	\$45.00	E	GENERAL FUND	UNIFORM
103027	11/22/2024 R.A. SMITH NATIONAL	184438	\$41,720.08	G	GENERAL FUND	INTERFUND RECEIVAB
103027	11/22/2024 R.A. SMITH NATIONAL	184438	\$41,486.25	E	HALES HAPPINESS	OUTLAY
103027	11/22/2024 R.A. SMITH NATIONAL	184438	\$233.83	E	HALES HAPPINESS	OUTLAY
103027	11/22/2024 R.A. SMITH NATIONAL	184438	-\$41,720.08	G	HALES HAPPINESS	INTERFUND RECEIVAB
103028	11/22/2024 SAFETYMART	11400	\$14.30	E	GENERAL FUND	UNIFORM

HALESCORNER, WI

12/03/24 8:59 AM

Page 4

*Check List

NOVEMBER 2024

Check #	Search Name	Invoice	Amount	Act Typ	FUND Descr	Last Dim Descr
103029	11/22/2024 STERICYCLE INC	8008745644	\$100.72	E	HEALTH DEPT SRF	BIOT FOCUS
103029	11/22/2024 STERICYCLE INC	8008745644	\$100.72	G	GENERAL FUND	INTERFUND RECEIVAB
103029	11/22/2024 STERICYCLE INC	8008745644	-\$100.72	G	HEALTH DEPT SRF	INTERFUND RECEIVAB
103030	11/22/2024 STREICHER S	I1728619	\$799.99	E	GENERAL FUND	NEW EQUIPMENT & TO
103030	11/22/2024 STREICHER S	I1728619	\$257.25	E	GENERAL FUND	UNIFORM
103030	11/22/2024 STREICHER S	I1730298	\$65.00	E	GENERAL FUND	UNIFORM
103031	11/22/2024 USA FIRE PROTECTION	1046-F140276	\$465.00	E	GENERAL FUND	BUILDING MAINTENAN
103031	11/22/2024 USA FIRE PROTECTION	1046-F140278	\$520.00	E	GENERAL FUND	BUILDING MAINTENAN
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100033	\$6.98	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100004	\$338.46	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100025	\$626.65	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100026	\$12.06	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100027	\$2,375.82	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100028	\$49.33	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100009	\$408.50	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100032	\$53.00	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100009	\$953.17	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1640492100001	\$775.66	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100029	\$36.41	E	GENERAL FUND	HISTORICAL SOCIETY
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100017	\$43.58	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100018	\$119.70	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100019	\$14.73	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100021	\$101.42	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100021	\$236.64	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100023	\$1,890.08	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100024	\$61.35	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100036	\$165.02	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100008	\$17.50	E	GENERAL FUND	HISTORICAL SOCIETY
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100001	\$55.20	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100015	\$145.13	G	GENERAL FUND	ACCOUNTS RECEIVAB
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100020	\$93.46	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100030	\$227.12	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100014	\$124.26	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100013	\$709.34	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100012	\$15.39	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100011	\$49.25	E	GENERAL FUND	UTILITIES
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100010	\$10.23	E	GENERAL FUND	HISTORICAL SOCIETY
103032	11/22/2024 WE ENERGIES (EVERETT)	1899519100036	\$24.28	E	GENERAL FUND	UTILITIES

Grand Total

\$178,096.41

*Check List

NOVEMBER 2024

Check #	Search Name	Invoice	Amount	Act Typ	FUND Descr	Last Dim Descr
102958	11/14/2024 AERO COMPRESSED GASES	490114	\$167.32	E	GENERAL FUND	MEDICAL SUPPLIES
102959	11/14/2024 ASSOCIATED APPRAISAL	177083	\$53.70	E	GENERAL FUND	CONTR SERV-ASSESS
102959	11/14/2024 ASSOCIATED APPRAISAL	177083	\$966.67	E	GENERAL FUND	CONTR SERV-ASSESS
102960	11/14/2024 AT&T MOBILITY	287291453474	\$33.24	E	GENERAL FUND	TELEPHONE
102960	11/14/2024 AT&T MOBILITY	287291453474	\$243.84	E	GENERAL FUND	TELEPHONE
102960	11/14/2024 AT&T MOBILITY	287291453474	\$33.24	G	GENERAL FUND	INTERFUND RECEIVAB
102960	11/14/2024 AT&T MOBILITY	287291453474	-\$33.24	G	HEALTH DEPT SRF	INTERFUND RECEIVAB
102960	11/14/2024 AT&T MOBILITY	287291453474	\$265.92	E	GENERAL FUND	CONTR SERV-TELETYP
102960	11/14/2024 AT&T MOBILITY	287291453474	\$33.24	E	HEALTH DEPT SRF	BIOT FOCUS
102961	11/14/2024 AUTOMATIC BUILDING CONTRO	17539	\$411.00	E	GENERAL FUND	BUILDING MAINTENAN
102961	11/14/2024 AUTOMATIC BUILDING CONTRO	17539	\$822.00	G	GENERAL FUND	PRE-PAID EXPENSE
102962	11/14/2024 BAKER TILLY US	BT2960207	\$1,000.00	E	GENERAL FUND	CONTR SERV-ACCTG &
102963	11/14/2024 BOELTER	98376506	\$197.61	E	GENERAL FUND	BUILDING MAINTENAN
102963	11/14/2024 BOELTER	98376506	\$43.65	E	GENERAL FUND	BUILDING MAINTENAN
102964	11/14/2024 BROOKS TRACTOR INC	M78475	\$258.68	E	GENERAL FUND	EQUIPMENT REPAIRS
102965	11/14/2024 BRUSTMANN, LAURA	REIMBURSE	\$32.55	E	GENERAL FUND	UNIFORM
102965	11/14/2024 BRUSTMANN, LAURA	REIMBURSE	\$37.96	E	GENERAL FUND	UNIFORM
102966	11/14/2024 BUELOW VETTER BUIKEMA OLS	211	\$295.00	E	GENERAL FUND	CONTR SERV-LABOR C
102967	11/14/2024 ELLIOTT S ACE HARDWR	342044	\$215.73	E	GENERAL FUND	BUILDING MAINTENAN
102968	11/14/2024 EXPRESS ELEVATOR LLC	115468	\$122.00	E	GENERAL FUND	BUILDING MAINTENAN
102969	11/14/2024 FIRE SERVICE, INC	WI-16617	\$4,426.97	E	GENERAL FUND	EQUIPMENT REPAIRS
102970	11/14/2024 FIRST RESPONDERS PSYCHOL	1024HC	\$350.00	E	GENERAL FUND	RISK MANAGEMENT
102971	11/14/2024 FLESCH, GORDON CO INC	IN14899494	\$211.51	E	GENERAL FUND	PHOTOCOPIER MAINT
102971	11/14/2024 FLESCH, GORDON CO INC	IN14897722	\$206.85	E	GENERAL FUND	PHOTOCOPIER MAINT
102972	11/14/2024 GALL S INC	029436311	\$137.00	E	GENERAL FUND	UNIFORM
102972	11/14/2024 GALL S INC	029448589	\$240.94	E	GENERAL FUND	UNIFORM
102972	11/14/2024 GALL S INC	029282704	\$192.38	E	GENERAL FUND	UNIFORM
102972	11/14/2024 GALL S INC	029282705	\$125.62	E	GENERAL FUND	UNIFORM
102973	11/14/2024 GIBB BUILDING MAINTENANCE	19268	\$2,749.67	E	GENERAL FUND	CONTR SERV-CUSTODI
102974	11/14/2024 GOODYEAR COMMERCIAL TIRE	132-1203361	\$557.17	E	GENERAL FUND	EQUIPMENT REPAIRS
102975	11/14/2024 GREAT LAKES FIRE PROTECTIO	41529	\$90.00	E	GENERAL FUND	BUILDING MAINTENAN
102976	11/14/2024 ITU ABSORB TECH	8425640	\$5.53	E	GENERAL FUND	EQUIPMENT REPAIRS
102976	11/14/2024 ITU ABSORB TECH	8425640	\$16.31	E	GENERAL FUND	BUILDING MAINTENAN
102976	11/14/2024 ITU ABSORB TECH	8425640	\$221.12	E	GENERAL FUND	BUILDING MAINTENAN
102976	11/14/2024 ITU ABSORB TECH	8425640	\$4.97	E	GENERAL FUND	UNIFORM
102977	11/14/2024 JEFFERSON FIRE & SAFETY INC	IN319877	\$10,454.00	G	GENERAL FUND	INTERFUND RECEIVAB
102977	11/14/2024 JEFFERSON FIRE & SAFETY INC	IN319877	-\$10,454.00	G	EQUIP REPLACEMENT	INTERFUND RECEIVAB
102977	11/14/2024 JEFFERSON FIRE & SAFETY INC	IN319877	\$10,454.00	E	EQUIP REPLACEMENT	OUTLAY
102978	11/14/2024 JERRY WILLKOMM, INC	428003	\$95.10	E	GENERAL FUND	EQUIPMENT REPAIRS
102979	11/14/2024 JOHNNY S PETROLEUM PROD I	11983	\$471.74	G	GENERAL FUND	FUEL INVENTORY
102979	11/14/2024 JOHNNY S PETROLEUM PROD I	11984	\$612.83	G	GENERAL FUND	FUEL INVENTORY
102979	11/14/2024 JOHNNY S PETROLEUM PROD I	11976	\$681.78	G	GENERAL FUND	FUEL INVENTORY
102979	11/14/2024 JOHNNY S PETROLEUM PROD I	11982	\$619.29	G	GENERAL FUND	FUEL INVENTORY
102979	11/14/2024 JOHNNY S PETROLEUM PROD I	3212	\$64.80	E	GENERAL FUND	CONTR SERV-ROAD PA
102979	11/14/2024 JOHNNY S PETROLEUM PROD I	11981	\$599.80	G	GENERAL FUND	FUEL INVENTORY
102979	11/14/2024 JOHNNY S PETROLEUM PROD I	11978	\$599.80	G	GENERAL FUND	FUEL INVENTORY
102979	11/14/2024 JOHNNY S PETROLEUM PROD I	11979	\$387.69	G	GENERAL FUND	FUEL INVENTORY
102979	11/14/2024 JOHNNY S PETROLEUM PROD I	15574	\$651.00	G	GENERAL FUND	FUEL INVENTORY
102979	11/14/2024 JOHNNY S PETROLEUM PROD I	15661	\$631.00	G	GENERAL FUND	FUEL INVENTORY
102979	11/14/2024 JOHNNY S PETROLEUM PROD I	11980	\$641.79	G	GENERAL FUND	FUEL INVENTORY
102979	11/14/2024 JOHNNY S PETROLEUM PROD I	11977	\$595.30	G	GENERAL FUND	FUEL INVENTORY
102980	11/14/2024 JOHNSON CONTROLS, INC	-134564294831	\$428.20	E	GENERAL FUND	BUILDING MAINTENAN
102981	11/14/2024 JOIN THE FIRE SERVICE LLC	1233	\$389.00	E	GENERAL FUND	COMPUTER MAINT & S
102982	11/14/2024 KORPELA, TAD	101124	\$125.00	G	GENERAL FUND	INTERFUND RECEIVAB

4.1.1

STATE OF WISCONSIN VILLAGE OF HALES CORNERS MILWAUKEE COUNTY

RESOLUTION NO. 24 - XX

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

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

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

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

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

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

PASSED AND ADOPTED this _____th day of _____, 2024

Daniel J. Besson, Village President

(VILLAGE SEAL)

Sandra M. Kulik, Administrator/Clerk

AGREEMENT

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

WITNESSETH

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

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

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

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

II. FEES AND PAYMENTS

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

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

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

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

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

V. TERMINATION

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

VI. INSURANCE

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

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

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

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

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

VIII. TIME FOR COMPLETION

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

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

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

continue to perform work under this Agreement.

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

XII. CONTROLLING TERMS AND PROVISIONS

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

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

VILLAGE OF HALES CORNERS, WISCONSIN _____

BY: _____

PRINT NAME: Daniel J. Besson

TITLE: Village President

DATE: _____

BY: _____

PRINT NAME: Sandra M. Kulik

TITLE: Village Administrator/Clerk

DATE: _____

BY: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Approved as to form:

Jesse A. Wesolowski, Village Attorney

DATE: _____

Workplace Solutions Cooperative Acceptance Agreement



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

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

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

Customer/Participating Agency: _____ ("Customer") Phone: _____
Address: _____ City: _____ State: _____ Zip: _____

UNIFORM PRODUCT RENTAL PRICING:

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

Space for additional entries provided on page 5

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

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE

Space for additional entries provided on page 5

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

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

Cintas Representative Initials: _____ Customer Initials: _____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement #001299 available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: _____ Customer Initials: _____

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
12. **Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
13. **Customer Type:** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
- ☐ Yes ☐ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. **Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
- ☐ Yes ☐ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
15. **Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
- ☐ Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- ☐ No additional terms needed
16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

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

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

Cintas Representative Initials: _____ Customer Initials: _____

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? _____

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

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

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

Account Payable Contact Name: _____

Account Payable Contact Phone #: _____

Account Payable Email: _____

Payer Street Address: _____

City: _____

ST/PROV: _____

ZIP/PC: _____

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

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

☐ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address: _____

City: _____

ST/PROV: _____

ZIP/PC: _____

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

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

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

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

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ Check

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

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

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

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

Cintas Representative Initials: _____

Customer Initials: _____

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

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

Continued from page 1

[illegible]

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

Cintas Representative Initials: _____ Customer Initials: _____

Cintas Representative Initials: _____ Customer Initials: _____

4.1.2

RESOLUTION NO. 24-XX

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

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

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

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

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

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

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

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

PASSED and ADOPTED this _____th day of December, 2024.

Daniel J. Besson, Village President

Sandra M. Kulik, Administrator/Clerk

STATE OF WISCONSIN VILLAGE OF HALES CORNERS MILWAUKEE COUNTY

RESOLUTION NO. 24-XX

A RESOLUTION ESTABLISHING 2025 SUMMER RECREATION PROGRAM FEES

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

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

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

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

PASSED and ADOPTED this _____th day of December, 2024.

Daniel J. Besson, Village President

Sandra M. Kulik, Village Administrator/Clerk

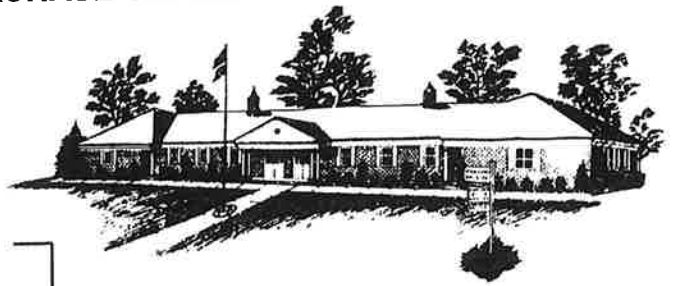
6.11

Purchase Orders: November 2024	PO Number	Amount	Department	Account	Project
Crescent Electric	20657	10,571.30	Public Works	100-543-474	2024 Median Lighting Equipment
Eagle Media	20728	2763.6	Fire Dept.	100-523-250	Uniforms

Village of Hales Corners

PURCHASE ORDER

5635 S. New Berlin Road
Hales Corners, Wisconsin 53130
(414) 529-6161



TO

Crescent Electric Supply Company
2525 Enterprise Dr
Sturtevant, WI 53177

PURCHASE ORDER NO. **20657**

DATE	TERMS	F.O.B.	ACCOUNT
12/05/24			100 543 474
DESCRIPTION			AMOUNT

2024 Median Lighting Replacement Needs

\$ 10,571.³⁰

TAX EXEMPT #008-1020421213-05

Invoice in duplicate. Invoice must show purchase order number or it will be returned without penalty. Do not include state sales or use taxes in amount billed.

AUTHORIZED SIGNATURE

WHITE - Vendor

CANARY - Administration

PINK - Requesting Department

New Section Subtotal

\$10,571.30

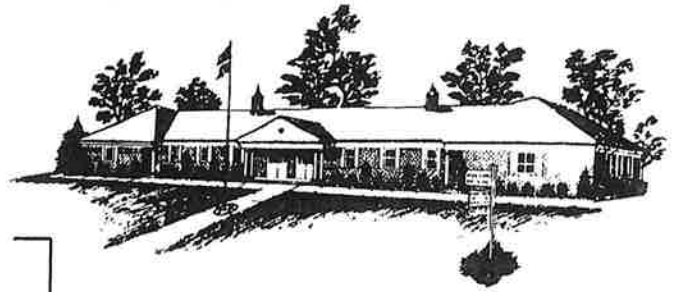
Grand Total

\$10,571.30

Village of Hales Corners

PURCHASE ORDER

5635 S. New Berlin Road
Hales Corners, Wisconsin 53130
(414) 529-6161



TO

Eagle Media
7717 S Loomis Road
Wind Lake, WI 53185

PURCHASE ORDER NO. 20728

DATE <i>December 3, 2024</i>	TERMS	F.O.B.	ACCOUNT <i>100-523-250</i>
December 3, 2024	DESCRIPTION		100-523-250 AMOUNT

24 Tactical Fleece Coats @\$110.00 each (10% discount added)	\$2,376.00
24 Embroidery Logos \$10.00 each (5% discount added)	\$228.00
21 Embroidery Rank/Names @ \$8.00 each (5% discount added)	\$159.60
Total	\$2,763.60

TAX EXEMPT #008-1020421213-05

Invoice in duplicate. Invoice must show purchase order number or it will be returned without penalty. Do not include state sales or use taxes in amount billed.

WHITE - Vendor

CANARY - Administration

PINK - Requesting Department


AUTHORIZED SIGNATURE

Memo

To: Village Board
From: Sandy Kulik, Village Administrator
Date: December 5, 2024
Re: Agenda Item : 6.1.2 – Squad Car Purchase Order

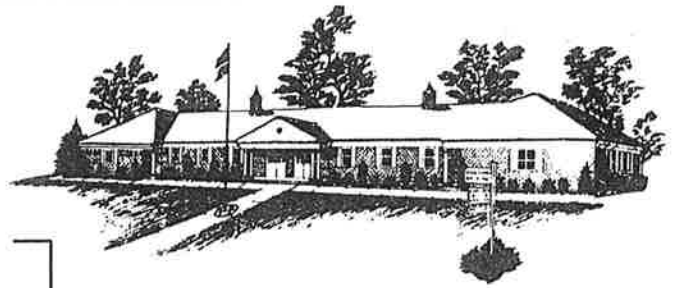
Attached is a purchase order requiring Board Approval. The item is for a squad car replacement from the State Vendor for such items – Ewald Automotive.

Per the recently adopted policy, the purchase requires board action and due to the State Bid, follows the policy for a “sole source” vendor that does not require sealed bids.

Village of Hales Corners

PURCHASE ORDER

5635 S. New Berlin Road
Hales Corners, Wisconsin 53130
(414) 529-6161



TO

Ewald Automotive Group LLC
36833 E Wisconsin Ave
Oconomowoc, WI 53066

PURCHASE ORDER NO. 20704

DATE	TERMS	F.O.B.	ACCOUNT
11/25/2024	Upon Delivery	N/A	700-521-999
DESCRIPTION			AMOUNT

2025 Dodge Durango (WDEE75) per quote

\$44,188.00 per (1) \$41,188.00

Total \$41,188.00

TAX EXEMPT #008-1020421213-05

Invoice in duplicate. Invoice must show purchase order number or it will be returned without penalty. Do not include state sales or use taxes in amount billed.

WHITE - Vendor

CANARY - Administration

PINK - Requesting Department

AUTHORIZED SIGNATURE



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 Dodge Durango (WDEE75) Pursuit AWD (☒ Complete)

Quote Worksheet

	MSRP
Base Price	\$43,940.00
Dest Charge	\$1,595.00
Total Options	\$4,815.00
Subtotal	\$50,350.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$6,162.00)
Subtotal Discount	(\$6,162.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$44,188.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$44,188.00

Comments:

2025 Dodge Durango Pursuit Awd V8 to your specs as detailed. Registration Fees are NOT included. Delivery can not be anticipated due to current market conditions.

Final order date to the specs as detailed 12/2/24.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23975. Data Updated: Nov 17, 2024 6:44:00 PM PST.

STATE OF WISCONSIN VILLAGE OF HALES CORNERS MILWAUKEE COUNTY

RESOLUTION NO. 24-XX

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN
AGREEMENT WITH MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
(MMSD) FOR PRIVATE PROPERTY INFILTRATION AND INFLOW REDUCTION
PROGRAM FUNDING

WHEREAS, the Village approved Resolution 22-71 for preparation and submittal of a Private Property Inflow and Infiltration Work Plan to Milwaukee Metropolitan Sewerage District; and

WHEREAS, the Milwaukee Metropolitan Sewerage District (MMSD) has agreed to provide funding under a submitted work plan to work towards the reduction of Private Property Inflow and Infiltration (PPII) from local sanitary sewers; and

WHEREAS, the DPW Project Manager having recommended approval of such funding agreement as reasonable and in the public interest as the funding will provide for improvements in the Village's sanitary system with no fiscal impact to residents.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Hales Corners, Wisconsin, that the Agreement for a Private Property Infiltration and Inflow (PPII) Reduction Grant agreement with Milwaukee Metropolitan Sewerage District (MMSD), in the form and content as annexed hereto, be and the same is hereby approved.

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

PASSED AND ADOPTED this _____th day of December, 2024.

Daniel J. Besson, Village President

Sandra M. Kulik, Village Administrator/Clerk

DRAFT

Funding Agreement M10005HC03

Private Property Infiltration and Inflow Reduction Program Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (“District”) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the Village of Hales Corners (“Municipality”) with its municipal offices at 5635 South New Berlin Road, Hales Corners, Wisconsin, 53130.

WHEREAS, Wisconsin law, through Wis. Stats. § 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality’s locally owned wastewater collection system; and

WHEREAS, the Municipality’s sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections (“infiltration”) and stormwater also enters lateral sewers from foundation drains, improper connections, and other sources (“inflow”); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow (“I/I”) into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program (“Program”) to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property as more fully set forth in the Statement of Policy, Milwaukee Metropolitan Sewerage District Private Property Infiltration and Inflow Reduction Program (“Policy”); and

WHEREAS, the Municipality wishes to participate in the Program,

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Term of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) October 1st, 2025 or (3) termination of this Agreement as otherwise set forth herein.

2. District Funding

The District shall reimburse the Municipality in an amount not to exceed \$118,498 for approved private property I/I costs incurred through the work described in Attachment A (“Work” or “Work Plan”). Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with

Section 8 below. No reimbursement will be made for costs incurred prior to the effective date of this Agreement or for costs that are not supported by documentation as outlined by this Agreement.

3. Program Publicity and Outreach Requirements

The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.

A minimum of a one week notice of any public meetings by a governmental body of the Municipality, involving this Agreement and/or the services to be provided and funded hereunder, shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.

4. Reserved

5. Selection of Non-Professional Service Providers by Municipality

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District's Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of Municipality's bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement (for example: construction, sewer inspection, post-construction restoration) shall be procured in accordance with both State of Wisconsin statutes and regulations and the Municipality's ordinances and policies. Whenever Work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide, an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

In addition:

- a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes, or proposals as set forth in Attachment B; and
- b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right to revoke funding based on project award to contractors who are not on the District's list of Authorized Contractors.

6. Non-professional Service Contract Terms and Conditions

The Municipality agrees to include Attachment C in all non-professional service contracts relating to the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

7. Contractor Pay Applications

The District recommends referring to Attachment D, Contractor Pay Application Example, as a format for processing Municipality/Contractor pay applications. The District recommends submitting all pay applications and supporting documentation received from the Contractor, reviewed by Municipality, to the District through the District Municipal Portal prior to paying the Contractor request for payment.

8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District a minimum of two times throughout this Agreement.

Each reimbursement request shall include:

- a. An invoice from the Municipality clearly stating the requested reimbursement amount;
- b. All consultant invoices with hourly billing rates, hours worked by individuals with billing backup task entries, consultant expense documentation, and a summary of the status of contract tasks; and
- c. Contractor pay applications with units and cost for scope of work not funded by this Agreement clearly segregated and itemized. All contractor pay applications shall include supporting documentation confirming that the Municipality has received and reviewed a proportionate amount of construction contract deliverables as applicable to Attachment B Agreement Deliverables for which the Contractor is responsible.

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to 50 % of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and the supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions concerning the Procedure for Reimbursement as provided for in this Section should be directed to the District's Project Manager (PM):

Becky Specht
Urban Water Program Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street.
Milwaukee, WI 53204-1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received. The District shall attempt to reimburse requested amounts within 30 days of such request provided the applicable supporting documentation is included. The District will reject any reimbursement requests that do not strictly adhere to the requirements of this Section and will require the Municipality to resubmit any such requests. The District is not responsible for any interest or fees associated with any reimbursement requests submitted by the Municipality which do not strictly adhere to the requirements of this Section.

9. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process.

10. Responsibility for Work

The Municipality is responsible for overseeing construction and shall provide full time construction inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

11. Reserved

12. Permits, Certificates, and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state, and local laws requiring permits, certificates, and licenses required to implement the Work.

13. Insurance

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate insurance to perform the Work and names the Municipality as an additional insured on its applicable insurance policies.

14. Terminating the Agreement

The District may terminate this Agreement at any time prior to the execution of an agreement by the Municipality with a consultant and/or contractor to provide the Work. After the Work has commenced, the District may terminate this Agreement only for good cause such as, but not limited to, breach of this Agreement by the Municipality. The Municipality may terminate this Agreement at any time but will not receive any payment from the District if the Work is not completed.

15. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

16. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

17. Applicable Law

This Agreement shall be governed by the laws of the State of Wisconsin.

18. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees, other than attorneys' fees, associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court. Venue in any action brought under this Agreement shall be proper only in either Circuit Court for Milwaukee County or the United States District Court for the Eastern District of Wisconsin.

19. Notices

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated on this Agreement; or
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

20. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the authority to make promises binding upon the District. The Municipality does not have the authority to enter into contracts on the District's behalf.

21. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

22. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records as related to this Agreement in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Laws, Wis. Stats. §§ 19.31 to 19.39. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from any failure of the Municipality to comply with this requirement.

23. Indemnification

The Municipality will defend, indemnify, and hold harmless the District and its commissioners, employees, and agents against any and all claims, damages, costs, liabilities, and expenses whatsoever, including attorneys' fees and related disbursements, arising from or connected with the planning, design, construction, operation, and/or maintenance of the Work.

Milwaukee Metropolitan Sewerage
District

Village of Hales Corners

By:

Kevin L. Shafer, P.E., Executive
Director

By:

Daniel J. Besson, Village President

Date:

Date:

By:

Sandra M. Kulik, Village Administrator/Clerk

Date:

Approved as to form:

Attorney for the District

ATTACHMENT A
Municipality Work Plan



2024 PPII Work Plan

This checklist / template serves as the standard form for submitting a Work Plan to MMSD as a request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via [MMSD's Municipal Portal](#).

I. CONTACT INFORMATION

Municipality	
Applicant Name: Sandra Kulik	Municipality: Village of Hales Corners
Mailing Address: 5635 S. New Berlin Road, Hales Corners, WI 53130	
Phone #: 414-529-6175	Email: skulik@halescorners.org
Primary Contact: Steven Houte	Primary Contact email: shoute@halescorners.org
Primary contact phone #: 414-529-6165	
Consultant (if applicable)	
Firm: raSmith	Consultant's PM's Name: Ben High, P.E.
Consultant Email: ben.high@rasmith.com	Consultant Phone number: 262-317-3273
Funding Agreement Signatories	
Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e., mayor, administrator, clerk, attorney etc.)	
Name: Daniel J. Besson	Position Title: Village President
Name: Sandra Kulik	Position Title: Village Administrator/Clerk
Name:	Position Title:
Name:	Position Title:
Name:	Position Title:

II. PROPOSED SCOPE OF WORK

1. What type of work will be included in this work plan application? Check all applicable. ☐ Planning ☒ Investigative ☐ Construction/Rehab ☐ Post Project Evaluation ☐ Training ☐ Other	
2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan?	\$ 118,498.00
3. What is the total number of properties in the project area?	134
4. What is the assumed number of participating properties?	N/A
5. What is your justification for the assumed participation rate? ☒ Prioritization of properties based on investigative work ☐ Assumed percent of total based on previous projects ☐ Existing ROE agreements ☐ Other (Fill in Blank):	
6. Provide the scope of work that will be included in this work plan. This should include a detailed description of the work type(s) selected in Section II. Question 1. The Village of Hales Corners is proposing this Work Plan to complete an investigative dye water testing project within the Village. The area included in this plan in MMSD Sewershed HC2002. This area was selected for investigative dye water testing based off of Aquapriori investigative work that occurred in the Summer of 2024. The dye testing will identify the point sources of I/I in the system that can be rehabilitated at a future date. The Village of Hales Corners is proposing the televising of 9,836 linear feet of sanitary sewer while the nearby ditch is flooded with dyed water. Sanitary laterals that show signs of dyed water during the mainline televising will also be televised as a part of the project. It is assumed that 40 laterals will need to be televised, which is about 30% of the total number of laterals in the work area. A licensed contractor will perform the work with the supervision of an inspector provided by the Consulting Engineer. A detailed report will be prepared illustrating the results of the dye testing and recommendations on efforts to remove any I/I, including both public and private sewer defect. The Village intends to utilize the recommendations from the investigative project to a future program utilizing the Village's PPII funding and competitive PPII funding.	

7. What entity (e.g., municipality staff, consultant, contractor, District, etc.) is responsible for each scope of work scope listed in Section II. Question 6.

All coordination, inspection, and reporting for the project will be performed by the Engineering Consultant, raSmith. The investigative work will be completed by a licensed contractor selected by the Village through a solicitation process.

8. Describe the municipal process(es) for procurement of all professional and non-professional (field work and construction) components of work and the basis for each.

The Village will publicly bid the investigative work described above, and will choose the most responsible bidder that meets the Village's desired outcome and schedule for the project. Professional and inspection work will be directly solicited to raSmith.

III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area?	☐ Pre 1940's	☒ 1940 – 1960	☐ 1961-1980	☐ 1981-Present
2. What is the average lot size within the project area?	0.66			☐ SF ☐ Acres
3. In this area, is it typical that foundation drains are connected?	☐ Yes ☐ No			
4. What sewershed(s) or metershed(s) is this project located in? HC2002				
5. Approximate year sanitary sewer collection system was installed:				
6. Collection system characteristics in project areas:				
Host Pipe Material(s): Mainlines		Mainline	Host Pipe Material(s): Laterals	
☒ VCP	☐ Ductile Iron	Pipe Size(s):	☒ VCP	☐ Ductile Iron
☐ Cast-Iron	☐ Concrete	8"	☐ Cast-Iron	☐ Concrete
☐ Asbestos	☐ PVC		☐ Asbestos	☐ PVC
7. Within the project area, is the mainline rehabilitated?		☐ Yes ☐ No		
If "Yes," provide details on the year(s) the work was completed, the type and location of rehabilitation used, and if any rehabilitation of the sanitary sewer laterals within the ROW was completed.				
N/A				

8. Will non-MMSD funded public infrastructure work be contracted or completed with the private property work? ☐ Yes ☐ No

If "Yes", provide details of the public work.

N/A

9. Include with your application, two maps:

- One of the limits of the sewershed(s) or metershed(s) the project is in;
- And one of the project limits.

Both maps shall meet the following requirements.

- Maps shall use a street or aerial view as base map.
- Major street names shall be labeled and legible.
- Limits of the sewershed(s) and/or metershed(s),
- Project limits shall be defined by a bold red line.
- Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing.
- A north arrow and legend shall be included.
- Maps shall be between 5 and 40 scale and to a standard paper size (i.e., 8.5"x11, 11"x17", etc.)
- Maps shall be submitted as PDF electronic files.

IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e., Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.) ☒ Yes ☐ No

If "Yes," was the work completed through a previous PPII funding agreement? ☒ Yes ☐ No

If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference number(s) the work was completed under.

If completed independent of the PPII program, include the report(s) with this application in electronic format and list the name of the report(s) in this section.

Flow monitoring was completed and analysis of that data was completed under MMSD project M10005HC01. Aquapriori analysis was completed under M10006HC02.

2. Describe how the project area and approach was chosen and prioritized.

Basin HC2002 was identified for this additional investigative work based on the historical data and other institutional knowledge of the basin. The specific sewer lines were picked based off of the Aquapriori analysis completed. While there have not been basement backups within the last five years, this sewershed has a history of basement backups.

3. What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

☐ Non-compliant ☒ Compliant ☐ Inconclusive ☐ Not Analyzed

If "Noncompliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.

N/A

4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? ☐ Yes ☐ No
If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.
N/A

5. Does the project area have a history of CSOs or SSOs? ☐ Yes ☐ No
If "Yes," provide the frequency of occurrences over the last ten years.
N/A

6. Does the municipality have recurring basement backup reports in the project area? ☐ Yes ☐ No
If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.
N/A

7. Do you have existing pre-project baseline data for this project area, such as metering, lift station run time, bypass pumping, basement backups, etc.? ☒ Yes – go to item 8
☐ No – go to item 9

8. Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location.

The Village of Hales Corners had MMSD install 3 flow meters in basin HC2002 from October 2021 through September 2022. This data along with the flow monitoring analysis that was performed will be able to be utilized as a baseline for the project area.

9. Do you plan on collecting pre-project baseline data as part of this project? ☐ Yes – go to item 10
☐ No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement. If you intend to use or request MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

N/A

11A. For construction projects, how do you intend to report project performance results? Please select all that apply.

- ☐ Flow Metering ☐ Reduced CSO/SSO ☐ Identify I/I Sources
☐ Participation Rates ☐ Reduced Basement Backup Reports ☐ Other:

Please provide quantitative and/or qualitative measures for success as they relate to the selected project performance metrics.

N/A

11B. For investigative projects, what deliverables will be provided to document the findings of the work completed? How will these findings feed into the next phase of the PPII reduction work?

The collected televising data will be provided as a deliverable, including a summary document that depicts parcels with I/I and the proposed rehabilitation method. The private defect recommendations will be incorporated into the next PPII effort.

V. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including:

- District and municipal administrative approvals
- Local board/council approvals
- Work task(s) start and finish
- Public outreach
- Key deliverables
- Reimbursement requests

The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g., local council or board agenda deadlines). Provide the schedule in PDF format.

VI. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting.

Please reference ([Chapter 9 - MMSD Standard Forms, PPII Muni Resource Webpage](#)) the *MMSD Engineer's Cost Estimate Template* for an example or to submit with this work plan.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project ☐ Yes ☐ No cost? i.e., municipal funds, grant funding, property owner cost share, etc.

If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding source, and the value.

N/A

3. Explain the means and methods for segregating the cost (MMSD reimbursable costs and public work costs).

There are no public work costs associated with the project.

4. What department/individual/entity will be submitting and processing the reimbursement requests?
Please include the name and contact information.

The Village will be handing the reimbursement requests with the help of raSmith.

Ben High, P.E., ben.high@rasmith.com

5. MMSD requires all invoicing to be submitted via e-Builder. Will e-Builder training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests? ☐ Yes ☐ No

VII. PUBLIC OUTREACH

1. In regard to this work plan, have you completed any prior public outreach work in this project area (e.g., mailings, public meetings, door knocking, etc.) ☐ Yes – go to item 2 ☐ No – go to item 3

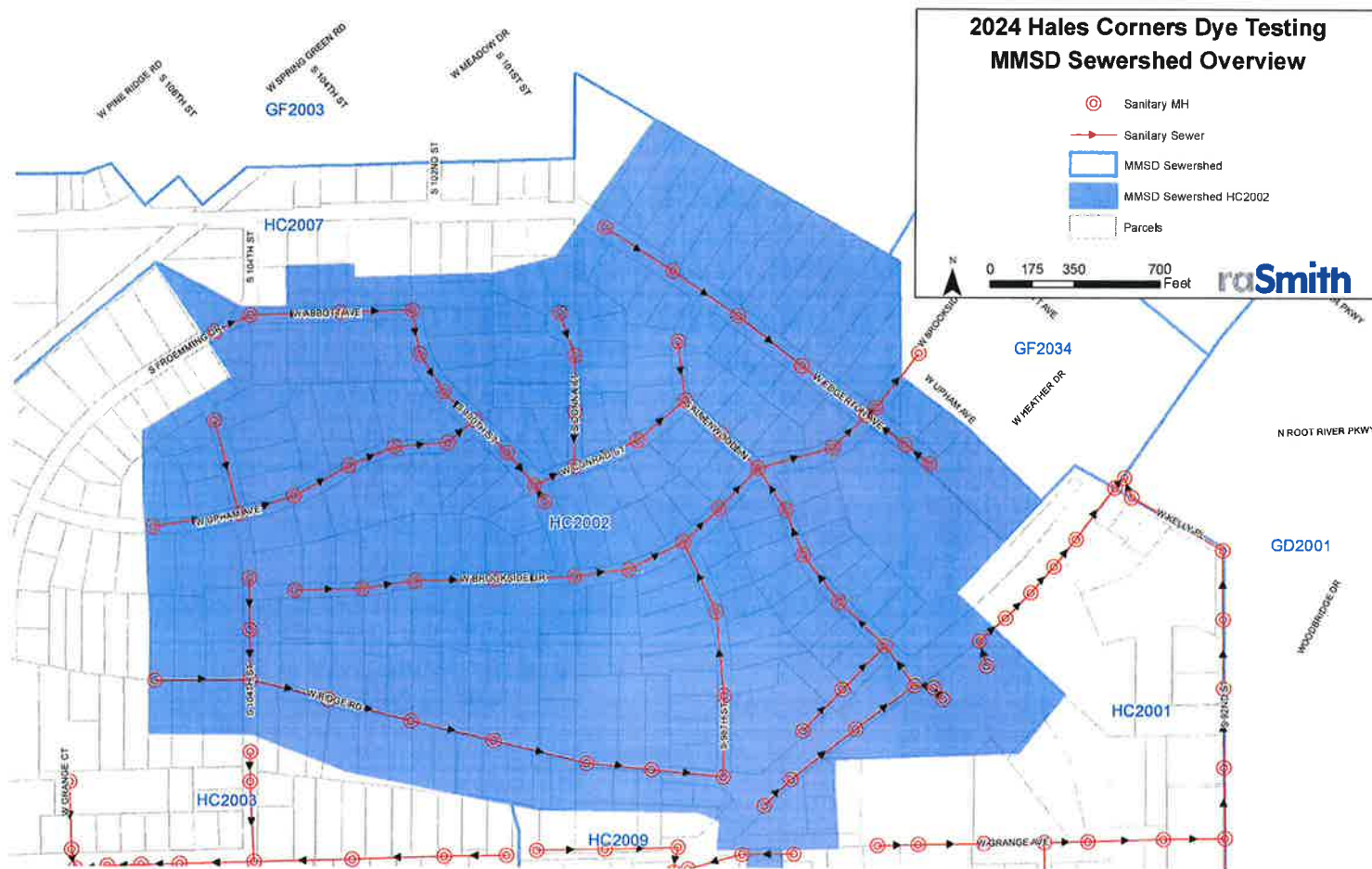
2. Describe in detail the pre-project public outreach work you have completed to date, including the method and entity responsible.

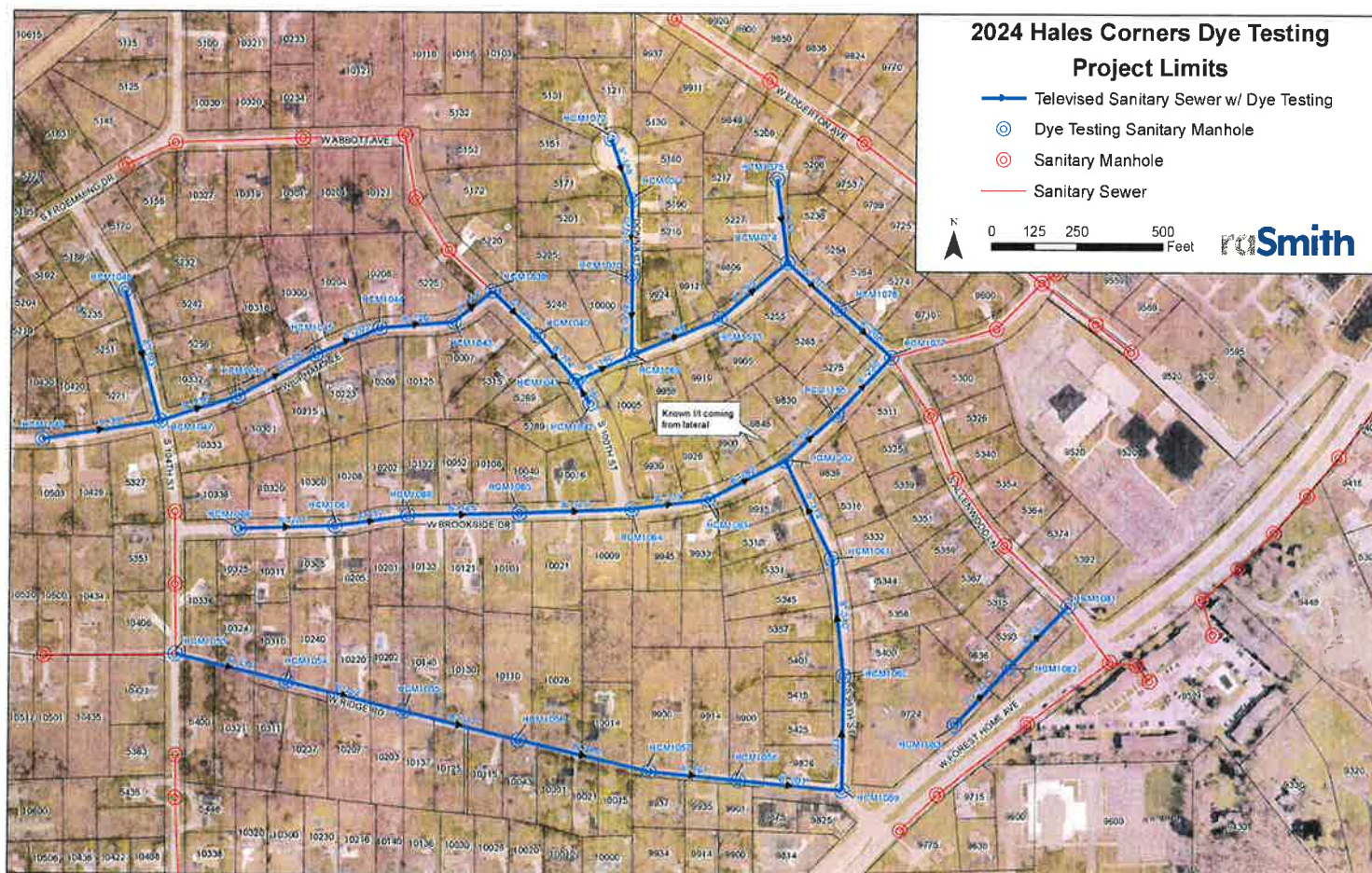
N/A

3. Describe in detail your public outreach approach for this project (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.). Please include:

- What entity/individuals/departments will be responsible for the public outreach. If a specific person or entity is responsible for public outreach, include the name and contact information.
- The timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort.
- Any venues and/or communication platforms that will be used. Please consider what channels of communication your municipality already utilizes to communicate with residents.

A resident mailer will be sent out to inform the neighborhood of the dye testing that will be occurring in the area. This mailer will include information regarding I/I and the potential for future work to occur based on the dye testing results.







Village of Hales Corners

Probable Project Schedule for 2024 Hales Corners Dye Testing Project

Task	Probable Start Date	Probable Completion Date	Duration (Days)
Work Plan Submittal		9/23/2024	0
Funding Agreement Process	9/23/2024	11/22/2024	60
Public Outreach	11/22/2024	5/1/2025	155
Plans & Specifications	11/22/2024	12/22/2024	30
Ad for Bid	1/6/2025	1/13/2025	14
Bid Opening	1/20/2025		0
Notice to Proceed	1/27/2025		0
Project Work with Inspection by Consultant	3/15/2025	5/14/2025	60
Summary Report	5/15/2025	6/13/2025	29
Submittal for Reimbursement	6/16/2025	7/16/2025	30

Engineer's Opinion of Probable Project Cost

PROJECT: Village of Hales Corners - Dye Testing
High Rated & Moderate Rated Segments

DATE: September 23, 2024

BY: BGH

This represents Engineer's judgement based upon information received at date hereof. No representation is made that proposals, bids or costs received from contractors will compare favorably or proximately with this opinion. This is a preliminary opinion without benefit of knowledge usually ascertained during design and construction plan development.

NO.	ITEM	UNIT	UNIT COST	QUANTITY	ITEM COST
1	Traffic Control	LS	\$ 8,100.00	1	\$ 8,100.00
2	Lateral Televising	EA	\$ 750.00	40	\$ 30,000.00
3	Sanitary Sewer Televising w/ Dye Testing	LF	\$ 5.00	9,836	\$ 49,180.00
<i>Subtotal</i>					\$87,280
<i>10% Construction Contingency</i>					\$8,728
<i>Construction Project Total</i>					\$96,008
	Project Specifications	HOUR	\$ 168.00	16	\$ 2,688.00
	Engineering Plans & Exhibits	HOUR	\$ 168.00	16	\$ 2,688.00
	Project Related Questions from Residents	HOUR	\$ 143.00	8	\$ 1,144.00
	Create Informational Letter for Property Owners	HOUR	\$ 143.00	8	\$ 1,144.00
	Distribute Informational Letter	HOUR	\$ 143.00	4	\$ 572.00
	Create Public Message via Hales Corners Website	HOUR	\$ 143.00	4	\$ 572.00
	Report & Exhibits of Dye Testing Results	HOUR	\$ 143.00	24	\$ 3,432.00
	AI Televising Review	LF	\$ 0.50	9,836	\$ 4,918.00
	Inspection Hours	HOUR	\$ 128.00	41	\$ 5,248.00
<i>Engineering / Inspection Project Total</i>					\$22,406
<i>Project Total</i>					\$118,414
<i>Funding Agreement Amount</i>					\$118,498

ATTACHMENT B
Agreement Deliverables

Pre-Investigation Deliverables (To be submitted as indicated prior to beginning of investigation):

1. A minimum of a one week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District PM via the District Municipal Portal in PDF or Word format a minimum of one week prior to bidding.
3. Final bid documents shall be provided to the District PM via the District Municipal Portal in PDF format for review and approval prior to advertisement of the contract for bid.
4. Bid results from all procurement processes associated with the project shall be provided to the District PM via the District Municipal Portal in PDF format upon close of the bid process prior to award of contract.
5. Electronic copies of the executed contract documents shall be provided to the District PM prior to the Municipality's issuance of the Notice to Proceed via the District Municipal Portal in PDF format.

Investigation Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

6. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the Work contained in the submittal via the District Municipal Portal in PDF format.
7. A minimum of a one week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.
8. A minimum of a three day notice shall be provided to the District of all dye water testing work.
9. An accurate schedule of field activities shall be provided to the District PM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District PM via email on a monthly basis.
11. Dye testing results that are documented by the Contractors and Municipality's field engineer/inspector shall be submitted to the District PM via the District Municipal Portal in PDF format on a monthly basis or with a reimbursement request, whichever occurs more frequently. All testing submittals shall include a summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.
12. Inspection reports from the field engineer for work completed shall be submitted to the District PM via the District Municipal Portal in PDF or spreadsheet format on a monthly basis or with reimbursement requests, whichever occurs more frequently.

ATTACHMENT B
Agreement Deliverables

13. All construction contract deliverables organized, formatted, and delivered as specified by the contract as approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to construction.

Post-Inspection Deliverables (To be submitted prior to final reimbursement being processed):

14. The Final Project Summary Report shall be submitted to the District PM via the District Municipal Portal in PDF format. prior to the final reimbursement request. The template that must be used can be found on the District's website: [Project Summary Report Template \(https://www.mmsd.com/government-business/rules-regulations/private-property-i-i\)](https://www.mmsd.com/government-business/rules-regulations/private-property-i-i).
15. Through a spreadsheet using the District template (provided by the District), submission of participating parcels information including without limitation: property tax id., address, and column categories of Work performed by property following the District template form data fields and format. The document shall be provided to the District via the District Municipal Portal in an Excel format.
16. Photo documentation of project work in jpeg format provided to the District via the District Municipal Portal in a zipped file.
17. Provide all CCTV inspection videos to the District via t4 Vault with associated metadata.

ATTACHMENT C
Requirements of Contractor

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of the Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

1. **Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact in the event of an emergency; (4) the contact information for the District's Senior Project Manager; (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; and (6) a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
2. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stats. § 66.0901(9)(b) and shall not be released until the Work is complete.
3. **Assignment:** The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.

ATTACHMENT D
Template: Contractor Application for Payment

Contractor's Application For Payment No. _____

To (Owner):	Application Period: From (Contractor):	Application Date: Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE \$
			2. Net change by Change Orders \$
			3. CURRENT CONTRACT PRICE (Line 1 ± 2) \$
			4. TOTAL COMPLETED AND STORED TO DATE
			(Column F on Progress Estimate) \$
			5. RETAINAGE:
			a. ____ % x \$ _____ Work Completed \$
			b. ____ % x \$ _____ Stored Material \$
			c. Total Retainage (Line 5a + Line 5b) \$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$
			8. AMOUNT DUE THIS APPLICATION \$
			9. BALANCE TO FINISH, PLUS RETAINAGE
			(Column G on Progress Estimate + Line 5 above) \$
TOTALS			
NET CHANGE BY CHANGE ORDERS			

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is recommended by:	_____	(Engineer) _____ (Date) _____
Payment of:	\$ _____	(Line 8 or other - attach explanation of other amount)
is approved by:	_____	(Owner) _____ (Date) _____
Approved by:	_____	Funding Agency (if applicable) _____ (Date) _____

By: _____	Date: _____
-----------	-------------

Progress Estimate

Contractor's Application

For (contract):				Application Number:				
Application Period:				Application Date:				
A Item		B	Work Completed		E	F		G
Specification Section No.	Description	Scheduled Value	C From Previous Application (C + D)	D This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)
Totals								

DRAFT

6.2.2

STATE OF WISCONSIN VILLAGE OF HALES CORNERS MILWAUKEE COUNTY

RESOLUTION NO. 24-XX

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT FOR IMPLEMENTATION OF A WORK PLAN BASED UPON FLOW MONITORING DATA COMPLETED FOR MILWAUKEE METROPOLITAN SEWERAGE DISTRICT WITH R.A. SMITH, INC. AND A 2025 BUDGET AMENDMENT TO THE SANITARY SEWER REHABILITATION FUND FOR THE ANTICIPATED PROJECT GRANT PROCEEDS AND EXPENDITURES

WHEREAS, the Village approved Resolution 22-71 for preparation and submittal of a Private Property Inflow and Infiltration Work Plan to Milwaukee Metropolitan Sewerage District; and

WHEREAS, the Village is in need of professional engineer consulting services to work towards the reduction of Private Property Inflow and Infiltration (PPII) from local sanitary sewers; and

WHEREAS, R.A. Smith, Inc. has offered to provide such services, to wit: submittal of the work plan and a Dye-Testing location program to identify areas in the Village sanitary sewer system that may be contributing to Private Property Inflow and Infiltration into the Milwaukee Metropolitan Sewerage District for an amount not to exceed \$22,406 as an amendment to the contract awarded with Resolution 22-71; and

WHEREAS, the Dye-Testing agreement recommended is reimbursable under the agreement with the Milwaukee Metropolitan Sewerage District (MMSD) up to the contract award amount of \$118,498, and therefore have no long-term financial impact on the Sanitary Sewer Rehabilitation Fund or any other expenditure; and

WHEREAS, the DPW Project Manager having recommended approval of such proposed services and the Village Board having found such proposal by R.A. Smith, Inc. to be reasonable and in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Hales Corners, Wisconsin, that the Agreement for a Private Property Inflow and Infiltration (PPII) Work Plan Submittal and Dye-Testing analysis plan with R.A. Smith, Inc., in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the funding for the agreement be the Sanitary Sewer Rehabilitation Fund available and established for this purpose and to allocate funding for the agreement be established for 2025 Fiscal Year in account 201-542-999 PPII and a revenue offset to account 201-41655 MMSD PPII Reimbursement for \$118,498.

BE IT FURTHER RESOLVED, that the funding estimate for this agreement after the contract agreement is awarded is \$118,498 based upon the summary below.

Engineer's Opinion of Probable Project Cost					
PROJECT: Village of Hales Corners - Dye Testing High Rated & Moderate Rated Segments					
DATE: September 23, 2024					
BY: BGH					
This represents Engineer's judgement based upon information received at date hereof. No representation is made that proposals, bids or costs received from contractors will compare favorably or proximately with this opinion. This is a preliminary opinion without benefit of knowledge usually ascertained during design and construction plan development.					
NO.	ITEM	UNIT	UNIT COST	QUANTITY	ITEM COST
1	Traffic Control	LS	\$ 8,100.00	1	\$ 8,100.00
2	Lateral Televising	EA	\$ 750.00	40	\$ 30,000.00
3	Sanitary Sewer Televising w/ Dye Testing	LF	\$ 5.00	9,836	\$ 49,180.00
Subtotal					\$87,280
10% Construction Contingency					\$8,728
Construction Project Total					\$96,008
	Project Specifications	Hour	\$ 168.00	16	\$ 2,688.00
	Engineering Plans & Exhibits	Hour	\$ 168.00	16	\$ 2,688.00
	Project Related Questions from Residents	Hour	\$ 143.00	8	\$ 1,144.00
	Create Informational Letter for Property Owners	Hour	\$ 143.00	8	\$ 1,144.00
	Distribute Informational Letter	Hour	\$ 143.00	4	\$ 572.00
	Create Public Message via Hales Corners Website	Hour	\$ 143.00	4	\$ 572.00
	Report & Exhibits of Dye Testing Results	Hour	\$ 143.00	24	\$ 3,432.00
	AI Televising Review	LF	\$ 0.50	9,836	\$ 4,918.00
	Inspection Hours	Hour	\$ 128.00	41	\$ 5,248.00
Engineering / Inspection Project Total					\$22,406
Project Total					\$118,414
Funding Agreement Amount					\$118,498

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

PASSED AND ADOPTED this ____th day of December, 2024.

Daniel J. Besson, Village President

Sandra M. Kulik, Village Administrator/Clerk