

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

January 27, 2025 (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.

A G E N D A

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: January 13, 2024

4.0 SPECIAL COMMITTEE REPORTS

4.1 Public Works Committee Meeting – January 16, 2025 – T. Brinkmeier

4.2 Plan Commission Meeting – January 20, 2025 – M. Eternicka

4.3 Fire & Police Commission Meeting – January 21, 2025 – J. Chesney

5.0 VILLAGE OFFICIALS REPORT

5.1 Village Administrator

5.1.1 Purchase Orders Issued

5.1.2 Resolution Repealing Resolution 23-16 and creating a revised fee schedule for charges for services and licenses as provided by the Code of General Ordinances of the Village of Hales Corners

5.1.3 Village Administrator Job Duties – review duties relative to Elections

5.2 Public Works Project Manager

5.2.1 Resolution authorizing certain officials to execute an agreement for NFPA Inspection and Testing with Guetzke & Associates, Inc.

5.2.2 Resolution authorizing certain officials to execute agreements for vacation of easement entered into on April 13, 1964, vacation of public utility and drainage easement entered into on June 10, 2009, creating a new public utility and drainage easement agreement and a development agreement storm water system for the properties located at 9301 W. Meadow Park Drive and Lot 2, Certified Survey Map No. 8112 with Mitchell W. Wimmer and Deborah A. Wimmer 2006 Revocable Trust – March 21, 2006

6.0 ADJOURNMENT



Sandra M. Kulik, Administrator
January 23, 2025

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, M. Eternicka, K. Meleski and I. Thomson. Trustee J. Chesney absent. Staff: Administrator S. Kulik, Health Officer S. Gabriel and Village Attorney J. Wesolowski. Audience (1).

- 2.0 PUBLIC COMMENT** – none.

3.0 CONSENT AGENDA

- 3.1 Motion** (Bennett, Meleski) to approve minutes of December 9, 2024; motion passes 6-0-1.
- 3.2 Motion** (Bennett, Meleski) to approve claims paid with December Check Register \$1,009,327.67; motion passes 6-0-1.
- 3.3 Motion** (Bennett, Meleski) to approve claims paid with November 2024 PCard: \$17,701.67; motion passes 6-0-1.
- 3.4 Motion** (Bennett, Meleski) to approve claims paid with December 2024 PCard: \$10,544.45; motion passes 6-0-1.
- 3.5 Motion** (Bennett, Meleski) to approve payrolls for the periods ending 12/06/2024 (\$185,123.58) and 12/20/2024 (\$142,856.02); motion passes 6-0-1.
- 3.6 Motion** (Bennett, Thomson) to approve carryover vacation hours of 88 for S. Kulik and to allow 180 carryover vacation hours per Village Handbook similar to all other non-represented employees; motion passes 6-0-1.
- 3.7 Motion** (Bennett, Eternicka) to approve Compass Minerals Purchase Order 20713: \$38,035.20; motion passes 6-0-1.
- 3.8 Motion** (Bennett, Meleski) to approve massage license for Go with the Flow Massage & Wellness, Megan Cottrell, 10826 W. Janesville Rd; motion passes 6-0-1.

4.0 STANDING COMMITTEE REPORTS

- 4.1 Committee of the Whole – M. Bennett**

4.1.1 Motion (Bennett, Eternicka) to approve Resolution 25-01 confirming member appointment to the Community Development Authority and Library Board (J. Just); motion passes 6-0-1.

4.1.2 Motion (Bennett, Brinkmeier) to approve Resolution 25-02 authorizing certain officials to execute a Memorandum of Understanding with the Southwest Suburban Health Department – Cities of West Allis and Greenfield for the provision of immunization services; motion passes 6-0-1.

4.1.3 Motion (Bennett, Meleski) to approve Resolution 25-03 authorizing the Village of Hales Corners Health Department, as an agent of the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP), to adopt the addendum to the contract to administer the retail food and recreational programs for DATCP 07/01/2025 through 06/30/2028; motion passes 6-0-1.

5.0 SPECIAL COMMITTEE REPORTS

- 5.1 Plan Commission Meeting** – December 16, 2024 – S. Kulik reported.

- 5.2 Fire & Police Commission Meeting – December 17, 2024 – referred to next meeting.
- 5.3 Public Works Committee Meeting – December 19, 2024 – T. Brinkmeier referred the Board to the minutes.
- 5.4 Library Board Meeting – December 19, 2024 – M. Bennett reported.

6.0 VILLAGE OFFICIALS REPORT

6.1 Village Administrator

6.1.1 Purchase Orders Issued – S. Kulik reported.

6.1.2 Approval of Fire Works Contract Agreement with Wolverine Fireworks Display (2025 Celebration) - S. Kulik reported. I. Thomson expressed concern about rain date. S. Kulik reported that the National Night Out event is not certain but in the past the vendor has allowed the deposit to carry over to future years if the event is cancelled.

Motion (Eternicka, Thomson) to approve contract as presented; motion passes 6-0-1.

6.2 Health Officer

6.2.1 An Ordinance to Amend the Municipal Code §445-2.2 Use Regulations, to create §445-2.2E. Uses Not Permitted, to Not Permit Sale, Gift, Transfer or Any Other Conveyance of Cigarettes, Electronic Vaping Devices, or Nicotine or Tobacco Products uses, beyond those currently existing, and to create Article V. Sale, Gift, Transfer or Any Other Conveyance of Cigarettes, Electronic Vaping Devices, or Nicotine or Tobacco Products Licenses limited to those in effect upon [effective date hereof following adoption], of Chapter 365 Smoking and Tobacco Products.

J. Wesolowski reported on the proposal requiring a public hearing as it is a zoning proposed change. S. Kulik clarified that this proposed ordinance is limiting the number of allowed licenses to those currently issued and that the legal non-conforming status is lost if the current licensed premise is no longer operating for the 18 month period that exists in the Village Code. M. Bennett inquired if once a license is no longer issued, will it be reissued. J. Wesolowski commented that it would not be as the premise license would not be valid and no additional site would be allowed to request one under this proposal for the zoning changes. Further, the overriding local zoning authority allows the Village to undertake this change.

Motion (Bennett, Brinkmeier) to forward the Ordinance for a Public Hearing after the required publication of the hearing notice; motion passes 6-0-1.

6.2.2 An Ordinance to amend the Municipal Code to create Article IV. Sale, Gift, Transfer or Any Other Conveyance of Cigarettes, Electronic Vaping Devices, or Nicotine or Tobacco Products Regulated; Violation Liability, of Chapter 365 Smoking and Tobacco Products

J. Wesolowski commented on the proposal as allowing the owner and the employee to be issued citations. D. Besson questioned whether this has been tested for legality by other municipalities. J. Wesolowski commented that he was not aware of any thing, but that it is always a possibility. S. Kulik commented that the license is issued to the owner(s)

of the business and that they agree to follow the law when the license is issued. Therefore, if they fail to follow the law, they should be cited along with whomever actually sold the product. The recent experience in Greendale was the Municipal Citation was left open as a hold with the understanding that any future violations would result in penalties. Another violation occurred and the license was revoked by a hearing and the citations reinstated with a new one being issued.

M. Bennett commented that the Board should be made aware if we have a potential violator with a license revocation coming up. S. Kulik commented that this is not the role of the Board in this matter and they need to be kept out of the process until the hearing and needed to be impartial when / if a hearing is needed. J. Wesolowski commented that this ordinance should be held until the public hearing is complete and can be on the same agenda as the public hearing matter.

Motion (Eternicka, Bennett) to forward this proposal to the same meeting as the public hearing matter; motion passes 6-0-1.

6.2.3 Request for consideration of alternative work schedule – Health Officer S. Gabriel

S. Kulik read the notice that 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 a request for alternative work schedule for the Health Officer 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.

D. Besson requested that S. Kulik and S. Riemer be included in the closed session as he is an incoming trustee.

Motion (Meleski, Brinkmeier) to enter close session. Roll Call: Ayes: Bennett, Besson, Brinkmeier, Eternicka, Meleski, Thomson; Nays: none. Board convened in closed session at 7:26 p.m.

Motion (Eternicka, Bennett) to re-enter open session. Roll Call: Ayes: Bennett, Besson, Brinkmeier, Eternicka, Meleski, Thomson; Nays: none. Board re-entered open session at 8:11 p.m.

Motion (Thomson, Eternicka) to direct staff to proceed as discussed; motion passes 6-0-1.

7.0 VILLAGE PRESIDENTS REPORT

7.1 MMSD/ICC Meeting January 13, 2025 – D. Besson reported.

8.0 ADJOURNMENT – Motion (Meleski, Eternicka) to adjourn at 8:15 p.m.; motion passes 6-0-1.

Sandra M. Kulik, Administrator/Clerk

Village of Hales Corners

5535 S. New Berlin Road
Hales Corners, Wisconsin 53130
(414) 529-6161

PURCHASE ORDER

5.1.1



TO

Local Johnson Controls Office
12000 W WIRTH ST STE 102
WAUWATOSA, WI 53222-2114

PURCHASE ORDER NO. 20718

DATE	TERMS	F.O.B.	ACCOUNT	
January 14, 2025			100-517-410 100-543-410 100-551-410	
DESCRIPTION				AMOUNT

Village Hall

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 01/01/2025 and ending 12/31/2025.
- The agreement price for first year is \$6,264.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

DPW Building

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 01/01/2025 and ending 12/31/2025.
- The agreement price for first year is \$4,960.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

Library

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 01/01/2025 and ending 12/31/2025.
- The agreement price for first year is \$4,545.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

\$15,778.00

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

buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.

FROST & SULLIVAN

2020 Award | North American Company of the Year for Innovation in Smart Connected Chillers

Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Memo

To: Village Board
From: Sandy Kulik, Village Administrator
Date: January 23, 2025
Re: Agenda Item : 5.1.2 Fee Schedule

Attached is a proposed fee schedule for requested changes for Fire Department and Administration requested changes to be effective upon publication. Fees should recover the costs for the service being provided. Please see the Fire Chief's memo for additional information.

A full copy of all fees is included with the proposed Resolution.



Hales Corners Fire Department



EMS Billing Rate Proposals

Current Rates

The HCFD changed to flat rate billing in 2023, no longer itemizing the supplies utilized per call.

BLS Resident Base Rate for Transport: Resident = \$1,206.00
Non-Resident (out of Milwaukee County) = \$1,608.00

We are proposing one rate regardless of whether or not you are a resident of Milwaukee County.

In 2025 the HCFD will raise its level of service to Advanced Life Support with the implementation of Firefighter/Paramedics. This level necessitates the increase in ambulance rates to support the use of medications and the increase in salaries for paramedics. In the past our Advanced EMT's administered some medications and utilized supplies that could be considered ALS related supplies (ie. EKG pads, dextrose, ketorolac). We did not consider these supplies when we configured the 2023 ambulance rate changes. Therefore, the proposed rate requested for BLS/ALS support are as follows:

Definitions

Medicare divides ALS treatment into the following 2 categories:

- ALS Level 1 –ALS assessment and at least one ALS intervention.
- ALS Level 2- Administration of 3 medications, skill interventions such as cardiac pacing, defibrillation, endotracheal tube insertion and other advanced techniques.
- ALS service without treatment (excluding EKG diagnostic)-Example: Providing medications such as albuterol and/or glucagon without transporting a patient.
- Lift Assist with no medical need/No transport- The patient calls or someone calls at the request of the patient for a lift assist with no medical need.

Proposed 2025 Rates

BLS Transport (No ALS skills excluding EKG evaluations) – \$1,206.00

ALS Transport Level 1 - \$1,475.00

ALS Transport Level 2 - \$1,675.00

ALS Service/Treatment without transport - \$350.00

Lift Assist with no medical need/No Transport - \$250.00

Mileage - \$23/mile



Hales Corners Fire Department



Fire Inspection Rate Proposals

Latest rates were set forth in Resolution No. 23-16 on June 12, 2023. The following are rate increases amounting to approximately 10%.

Plan Reviews/Inspection Fees (new and addition/alteration to existing systems:

Note: We currently utilize FSCI to review plans submitted to the village. We would leave the plan review fees in this document in case the HCFD would go back to plan reviews. We do concurrent inspections of fire alarm systems and sprinkler systems with FSCI.

	<u>Current</u>	<u>Change</u>
Sprinkler System Plan Review:	\$150.00	\$165.00
Fire Pump Plan Review	\$88.00	\$97.00
Sprinkler System Inspections:		
Hydrostatic Tests (2 hours)	\$150.00	\$165.00
Sprinkler Head Test (per 100)	\$88.00	\$97.00
Fire Pump Install/Test	\$88.00	\$97.00
Re-inspections after 1 st inspection failure	\$88.00	\$97.00
Observance of water main flush	\$63.00	\$97.00
Fire Alarm/Detection System:		
Plan Review	\$150.00	\$165.00
Inspection/Testing	\$88.00	\$97.00
Re-inspection after 1 st inspection failure	\$88.00	\$97.00
Modification to system	\$88.00	\$97.00
Hood and Duct System:		
Plan Review	\$150.00	\$165.00
Inspection/Testing	\$88.00	\$97.00
Re-inspection after 1 st inspection failure	\$88.00	\$97.00
Modification to system	\$88.00	\$97.00
Spray Booth Areas:		
Plan Review	\$150.00	\$165.00
Spray Booth Testing	\$150.00	\$165.0
New Occupancy Inspections	\$50.00	\$55.00



Hales Corners Fire Department

Annual Fire Inspection Fees for Places of Employment and Public Buildings

Multi-family Residential, Hotels and Motels- (structures with three or more units)

Current is \$15.00 per unit.

Change to \$18.00 per unit

Commercial:

Current

Change

Square Footage*

Under 1,000	\$35.00	\$39.00
1,000-4,999	\$50.00	\$55.00
5,000-24,999	\$75.00	\$83.00
25,000-99,999	\$126.00	\$139.00
100,000-149,999	\$160.00	\$176.00
150,000-199,999	\$194.00	\$213.00
200,000-249,999	\$228.00	\$251.00
250,000-374,999	\$278.00	\$306.00
375,000-499,999	\$329.00	\$362.00
500,000 or more	Current is \$466.00 plus \$57.00 per each additional 25,000 sg. ft. over 500,000 sg. ft.	

Change to \$530.00 plus \$65.00 per each additional sg. ft.

Industrial

Square Footage*

Under 5,000	\$75.00	\$83.00
5000-24,999	\$126.00	\$139.00
25,000-99,999	\$176.00	\$194.00
1000,000-174,999	\$278.00	\$306.00
175,000-224,999	\$404.00	\$444.00
225,000-349,999	\$530.00	\$583.00
350,000-499,999	\$699.00	\$769.00
500,000 or more	Current is \$615.12. plus \$79.00 per each additional 25,000 sg. ft. over 500,000 sg. ft.	

Change to \$699.00 plus \$90.00 per each additional sg. ft.

Institutional (Churches/Schools)

Square Footage*

Under 1,000	\$29.00	\$32.00
1,000-4,999	\$54.00	\$59.00
5,000-24,999	\$99.00	\$109.00
25,000-99,999	\$193.00	\$212.00
1000,000-249,999	\$278.00	\$306.00
250,000-499,999	\$361.00	\$397.00
500,000-999,999	\$530.00	\$583.00
1,000,000 or more	\$868.10	\$957.00



Hales Corners Fire Department



Requests for Authority Having Jurisdiction (AHJ) Modifications to provisions of the municipal code.

Each request is currently \$150.00, change to \$165.00.

DEPARTMENT	FEE	CODE CHAPTER	RATE		Old Rate
ADMINISTRATION	TITLE SEARCH RUSH FEE		\$	25	\$ 10
ADMINISTRATION	TITLE SEARCH LETTERS - UTILITY	§ 55-13	\$	15	\$ 7
ADMINISTRATION	REQUESTS FOR PROPERTY TAX FILE	§ 55-13	\$	45	\$ 30
ADMINISTRATION	PUBLICATION FEES	§ 163-4	\$	15	\$ 10
ADMINISTRATION	LATE PUBLICATION FEE FOR REQUIRED LICENSES	§ 163-4	\$	30	\$ 25
FIRE DEPARTMENT	PLAN REVIEW/INSPECTION FEES	§ 233-12			
FIRE DEPARTMENT	Sprinkler System Plan Review		\$	165	\$ 150
FIRE DEPARTMENT	Fire Pump Plan Review		\$	97	\$ 88
FIRE DEPARTMENT	Sprinkler System Inspection:		\$	165	\$ 150
FIRE DEPARTMENT	Hydrostatic Test (2-hour)		\$	97	\$ 88
FIRE DEPARTMENT	Sprinkler Head Test (per 100)		\$	97	\$ 88
FIRE DEPARTMENT	Fire Pump Install or test		\$	97	\$ 88
FIRE DEPARTMENT	Re-inspection after second inspection		\$	97	\$ 88
FIRE DEPARTMENT	Observance of water main flush		\$	97	\$ 63
FIRE DEPARTMENT	Fire Alarm/Detection System				
FIRE DEPARTMENT	Plan Review		\$	165	\$ 150
FIRE DEPARTMENT	Inspection/Testing		\$	97	\$ 88
FIRE DEPARTMENT	Re-inspection after second inspection		\$	97	\$ 88
FIRE DEPARTMENT	Modification to System		\$	97	\$ 88
FIRE DEPARTMENT	Hood & Duct System				
FIRE DEPARTMENT	Plan Review		\$	165	\$ 150
FIRE DEPARTMENT	Inspection/Testing		\$	97	\$ 88
FIRE DEPARTMENT	Re-inspection after second inspection		\$	97	\$ 88
FIRE DEPARTMENT	Modification to System		\$	97	\$ 88
FIRE DEPARTMENT	New Construction Occupancy Inspection (in addition to \$205 for all other departments)		\$	50	n/a
FIRE DEPARTMENT	Spray Booth Areas				
FIRE DEPARTMENT	Plan Review		\$	165	\$ 150
FIRE DEPARTMENT	Spray Booth Testing		\$	165	\$ 150
FIRE DEPARTMENT	ANNUAL FIRE INSPECTION	§ 233-12			
FIRE DEPARTMENT	Multi-family Residential, Hotels & Motels (structures with 3 or more units)			\$12 / per unit	
FIRE DEPARTMENT	COMMERCIAL				
FIRE DEPARTMENT	Square Footage -total gross floor area of any building or structure				
FIRE DEPARTMENT	Under 1,000		\$	39	\$ 35
FIRE DEPARTMENT	1,000 – 4,999		\$	55	\$ 50
FIRE DEPARTMENT	5,000 – 24,999		\$	83	\$ 75
FIRE DEPARTMENT	25,000 – 99,999		\$	139	\$ 126
FIRE DEPARTMENT	100,000 – 149,999		\$	176	\$ 160
FIRE DEPARTMENT	150,000 – 199,999		\$	213	\$ 194
FIRE DEPARTMENT	200,000 – 249,999		\$	251	\$ 228
FIRE DEPARTMENT	250,000 – 374,999		\$	306	\$ 278
FIRE DEPARTMENT	375,000 – 499,999		\$	362	\$ 329
FIRE DEPARTMENT	500,000 or more			\$530.00 plus \$65 per each additional 25,000 sq. ft. over 500,000 sq. ft.	\$466.00 plus \$57 per each additional 25,000 sq. ft. over 500,000 sq. ft.
FIRE DEPARTMENT	INDUSTRIAL				
FIRE DEPARTMENT	Square Footage -total gross floor area of any building or structure				
FIRE DEPARTMENT	Under 5,000		\$	83	\$ 75
FIRE DEPARTMENT	5,000 – 24,999		\$	139	\$ 126
FIRE DEPARTMENT	25,000 – 99,999		\$	194	\$ 176
FIRE DEPARTMENT	100,000 – 174,999		\$	306	\$ 278
FIRE DEPARTMENT	175,000 – 224,999		\$	444	\$ 404
FIRE DEPARTMENT	225,000 – 349,999		\$	583	\$ 530
FIRE DEPARTMENT	350,000 – 499,999		\$	769	\$ 699
FIRE DEPARTMENT	500,000 or more			\$699.00 plus \$90.00 per each additional 25,000 sq. ft. over 500,000 sq. ft.	\$615.12 plus \$79.00 per each additional 25,000 sq. ft. over 500,000 sq. ft.

DEPARTMENT	FEE	CODE CHAPTER	RATE	Old Rate
FIRE DEPARTMENT	INSTITUTIONAL (CHURCHS/SCHOOLS)			
FIRE DEPARTMENT	Square Footage -total gross floor area of any building or structure			
FIRE DEPARTMENT	Under 1,000			
FIRE DEPARTMENT	1,000 – 4,999		\$ 32	\$ 29
FIRE DEPARTMENT	5,000 – 24,999		\$ 59	\$ 54
FIRE DEPARTMENT	25,000 – 99,999		\$ 109	\$ 99
FIRE DEPARTMENT	100,000 – 249,999		\$ 212	\$ 193
FIRE DEPARTMENT	250,000 – 499,999		\$ 306	\$ 278
FIRE DEPARTMENT	500,000 – 999,999		\$ 397	\$ 361
FIRE DEPARTMENT	1,000,000 or more		\$ 583	\$ 530
FIRE DEPARTMENT	REQUESTS FOR MODIFICATIONS FROM PROVISIONS OF CHAPTER 6	§ 233-12	\$ 957	\$ 868
FIRE DEPARTMENT	AMBULANCE - ALS/BLS SERVICES	§ 167-1	\$ 165	\$ 150
FIRE DEPARTMENT	EMS RUN CHARGES - MILWAUKEE COUNTY RESIDENT		\$ 1,206	
FIRE DEPARTMENT	EMS RUN CHARGES - Out of Milwaukee County Resident		\$ 1,608	
FIRE DEPARTMENT	EMS Mileage		\$20 / mile	
FIRE DEPARTMENT	BLS Transport (No ALS Skills excluding EKG evaluations)		\$ 1,206.00	
FIRE DEPARTMENT	ALS Transport Level 1		\$ 1,475.00	
FIRE DEPARTMENT	ALS Transport Level 2		\$ 1,675.00	
FIRE DEPARTMENT	ALS Service/Treatment without transport		\$ 350.00	
FIRE DEPARTMENT	Lift Assist with no medical need/No Transport		\$ 250.00	
FIRE DEPARTMENT	Mileage		\$23 / mile	

STATE OF WISCONSIN VILLAGE OF HALES CORNERS MILWAUKEE COUNTY

RESOLUTION NO. 25-XX

A RESOLUTION REPEALING RESOLUTION 23-16 AND CREATING A REVISED FEE SCHEDULE FOR CHARGES FOR SERVICES AND LICENSES AS PROVIDED BY THE CODE OF GENERAL ORDINANCES OF THE VILLAGE OF HALES CORNERS

WHEREAS, the Village Board adopted of a Code of General Ordinances on June 14, 2021 with Ordinance 21-02; and

WHEREAS, the adoption of the Code of General Ordinances requires the Village Board of Trustees to adopt a fee schedule for charges for services and licenses provided by the Code of General Ordinances; and

WHEREAS, such fees have been reviewed and found to be reasonable for the service or license provided to recover costs for providing each service and administration of licenses.

NOW, THEREFORE, that the Village Board of Trustees hereby establishes the following fees as authorized under the Code of General Ordinances of the Village of Hales Corners and provided as Exhibit A.

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

PASSED AND ADOPTED this _____th day of _____, 2025.

Daniel J. Besson, Village President

Sandra M. Kulik, Administrator/Clerk

DEPARTMENT	FEE	CODE CHAPTER	RATE
ADMINISTRATION	RETURNED CHECK FEE (NSF)	§ 55-12 A.	\$ 35
ADMINISTRATION	FILING FEE - TAX EXEMPT PARCELS	§ 55-13	\$ 35
ADMINISTRATION	TITLE SEARCH LETTERS - TAX & UTILITY	§ 55-13	\$ 25
ADMINISTRATION	TITLE SEARCH RUSH FEE		\$ 25
ADMINISTRATION	TITLE SEARCH LETTERS - UTILITY	§ 55-13	\$ 15
ADMINISTRATION	REQUESTS FOR PROPERTY TAX FILE	§ 55-13	\$ 45
ADMINISTRATION	PET LICENSE - SPAYED/NEUTERED	§ 174-3 F	\$ 12
ADMINISTRATION	PET LICENSE - NOT SPAYED/NEUTERED	§ 174-3 F	\$ 24
ADMINISTRATION	PET LICENSE - ANIMAL FANCIER	§ 174-3 G (6)	\$ 40
ADMINISTRATION	TOBACCO LICENSE	§ 365-6	\$ 100
ADMINISTRATION	WEIGHTS & MEASURES LICENSE	§ 432-6	
ADMINISTRATION	PER SCALE		\$ 15
ADMINISTRATION	PER METER		\$ 10
ADMINISTRATION	APPLICATION FEE		\$ 10
ADMINISTRATION	SECONDHAND DEALER/PAWNBROKER LICENSE	§ 316-4 D	
ADMINISTRATION	STORE/MALL/FLEA MARKET		\$ 165
ADMINISTRATION	PAWNBROKER		\$ 210
ADMINISTRATION	SECONDHAND DEALER		\$ 28
ADMINISTRATION	SECONDHAND JEWELRY		\$ 30
ADMINISTRATION	ADULT ORIENTED ESTABLISHMENTS	§ 155-5	\$ 600
ADMINISTRATION	ALCOHOL BEVERAGE LICENSES		
ADMINISTRATION	CLASS "A" - RETAIL FERMENTED MALT OFF PREMISE	§ 163-4 A	\$ 100
ADMINISTRATION	CLASS "B" - FERMENTED MALT ON PREMISE	§ 163-4 B	\$ 100
ADMINISTRATION	TEMPORARY CLASS "B"	§ 163-4 C	\$ 10
ADMINISTRATION	OPERATOR LICENSE	§ 163-4 D	\$ 65
ADMINISTRATION	PROVISIONAL OPERATOR LICENSE	§ 163-4 F	\$ 15
ADMINISTRATION	MANAGERS LICENSE	§ 163-4 G	\$ 25
ADMINISTRATION	"CLASS A" - RETAIL LIQUOR OFF PREMISE	§ 163-4 H	\$ 500
ADMINISTRATION	"CLASS B" LIQUOR ON PREMISE	§ 163-4 I	\$ 500
ADMINISTRATION	"CLASS B" COMBINATION - RESERVE LICENSE	§ 163-4 J	\$ 10,000
ADMINISTRATION	"CLASS B" - HOTELS, RESTAURANTS, THEATER, NOT FOR PROFIT AND GOLF COURSES	§ 163-4 K	\$ 500
ADMINISTRATION	TEMPORARY "CLASS B"	§ 163-4 L	\$ 10
ADMINISTRATION	"CLASS C" - WINE LICENSE	§ 163-4 M	\$ 100
ADMINISTRATION	PROVISIONAL RETAILERS - CHANGE OF AGENT	§ 163-4 N	\$ 10
ADMINISTRATION	AMUSEMENT DEVICES - PER DEVICE	§ 170-6	\$ 40
ADMINISTRATION	DANCE HALLS	§ 204-3 C	\$ 30
ADMINISTRATION	DIRECT SELLERS (PEDDLER PERMIT) DAILY (EACH)	§ 210-4 D (1)	\$ 20
ADMINISTRATION	DIRECT SELLERS (PEDDLER PERMIT) ANNUAL (EACH)	§ 210-4 D (1)	\$ 200
ADMINISTRATION	BLOCK PARTY PERMIT	§ 163-4	\$ 50
ADMINISTRATION	PUBLICATION FEES	§ 163-4	\$ 15
ADMINISTRATION	LATE PUBLICATION FEE FOR REQUIRED LICENSES	§ 163-4	\$ 30
BOARD OF APPEALS	VARIANCE APPLICATION - RESIDENTIAL	§ 445-6.12	\$ 295
BOARD OF APPEALS	VARIANCE APPLICATION - COMMERCIAL	§ 445-6.12	\$ 400
BUILDING INSPECTION	FENCE PERMIT	§ 445-14.4 B	\$ 50.00
BUILDING INSPECTION	SIGN PERMITS	§ 445-11.7 B	\$ 60.00
BUILDING INSPECTION	TEMPORARY SIGN PERMIT	§ 445-11.7 B & 445.11.10	\$ 60.00
BUILDING INSPECTION	OCCUPANCY PERMIT - RESIDENTIAL	§ 445-15.4 B	\$ 550.00
BUILDING INSPECTION	OCCUPANCY PERMIT - COMMERCIAL	§ 445-15.4 B	\$ 255.00
BUILDING INSPECTION	MINIMUM FEES	§ 185-8 (H)	
BUILDING INSPECTION	Building Permit		\$ 50.00
BUILDING INSPECTION	Electrical Permit		\$ 60.00

DEPARTMENT	FEE	CODE CHAPTER	RATE
BUILDING INSPECTION	Plumbing Permit		\$ 60.00
BUILDING INSPECTION	HVAC Permit		\$ 50.00
BUILDING INSPECTION	Occupancy Permit – Commercial/Industrial New, Alterations & Additions		\$ 205.00
BUILDING INSPECTION	Temporary Occupancy Permit (6 mos. Or Less)		\$ 80.00
BUILDING INSPECTION	Occupancy Permit – Residential		\$50/Unit, Addition, alteration or accessory building over 120 sq ft.
BUILDING INSPECTION	OTHER FEES		
BUILDING INSPECTION	Residence - 1-2 Family, and attached garage		\$0.35/sf, 1/24 of original fee
BUILDING INSPECTION	Residences & Apartments 3 Family or more, Multi-Family, institutional building		\$0.35/sf
BUILDING INSPECTION	Residences - Additions		\$0.35/sf or fraction thereof
BUILDING INSPECTION	Local Businesses, Office Buildings or additions thereto		\$0.35/sf or fraction thereof
BUILDING INSPECTION	Manufacturing or Industrial		\$0.28/sf or fraction thereof
BUILDING INSPECTION	Renewal of expired permits		50% of value of initial permit issued
BUILDING INSPECTION	CONSTRUCTION OF FOOTINGS & FOUNDATIONS		
BUILDING INSPECTION	Multifamily & Industrial/Commercial		\$ 265.00
BUILDING INSPECTION	1 & 2 family units		\$ 200.00
BUILDING INSPECTION	Detached Garages & Accessory Buildings		\$0.28/sf or fraction thereof
BUILDING INSPECTION	All other buildings per, structures, alterations & repairs where square footage cannot be calculated		\$11.75/\$1000 valuation
BUILDING INSPECTION	HEATING VENTILATION AIR CONDITIONING		
BUILDING INSPECTION	Heating, Incinerator Units, Wood Burning Appliances, Energy Recovery Ventilators, Heat Pumps & Split HVAC Units		\$50.00 per unit up to & including 150,000 BTU units +/- \$17.00/50,000 BTU or fraction thereof, maximum \$800.00/unit
BUILDING INSPECTION	Commercial/Industrial Exhaust Hoods & Exhaust Systems		\$170/unit
BUILDING INSPECTION	Heating & Air Conditioning Distribution Systems		\$1.90/100 sf of conditioned, \$50 minimum
BUILDING INSPECTION	Air Conditioning, Heat Pumps & Split HVAC Units		\$50.00/unit up to 3 tons or 36,000 BTU's + \$17/each ton or 12,000 BTU's or fraction thereof, maximum \$800.00/unit
BUILDING INSPECTION	Wrecking or Razing Minimum		\$85 + \$0.10/sf + \$800.00 maximum per building
BUILDING INSPECTION	Swimming Pools In Ground/Above Ground/Spas		\$50.00 minimum, \$11.75/\$1,000.00 valuation
BUILDING INSPECTION	Decks, Sheds & Commercial Tents 400+ sf & 50+ occupancy		\$ 50
BUILDING INSPECTION	REROOFING, RESIDING & TRIM		
BUILDING INSPECTION	Residential (per building)		\$ 50
BUILDING INSPECTION	Commercial		\$11.75/\$1,000.00 valuation, \$265 maximum per building
BUILDING INSPECTION	Moving Building over Public Ways		\$215.00 + \$0.10/sf
BUILDING INSPECTION	Re-inspections		\$50.00/inspection
BUILDING INSPECTION	Failure to obtain permit before work commences		Double Original Fees
BUILDING INSPECTION	PLAN EXAMINATIONS		
BUILDING INSPECTION	One & Two Family Residence		\$ 235
BUILDING INSPECTION	Apartment, Three Family Residence, Row Housing, Multi-Family Buildings		\$285.00 + \$25.00/unit
BUILDING INSPECTION	Commercial/Industrial & Additions & Alterations		\$ 285
BUILDING INSPECTION	Additions to One & Two Family Dwellings		\$ 80
BUILDING INSPECTION	Alterations to One & Two Family Dwellings		\$ 50
BUILDING INSPECTION	Accessory Buildings, greater than 120 sq. ft.		\$ 60
BUILDING INSPECTION	Decks & Swimming Pools		\$ 35

DEPARTMENT	FEE	CODE CHAPTER	RATE
BUILDING INSPECTION	Heating plans, lighting and energy calculations to heating plans submitted separately		\$60 each
BUILDING INSPECTION	Resubmission of previously approved plans		
BUILDING INSPECTION	Special Inspections & Reports	\$	50
BUILDING INSPECTION	Wisconsin Uniform Building Permit Seal	\$	165
BUILDING INSPECTION	PLUMBING PERMIT FEES	\$	60
BUILDING INSPECTION	Street Repair to 50% of width	\$	
BUILDING INSPECTION	Street Repair over 50% of width	\$	750
BUILDING INSPECTION	Connection with Public or Private Sewer	\$	1,000
BUILDING INSPECTION	Water Connection 2" or under	\$	60
BUILDING INSPECTION	Water Connection over 2"	\$	60
BUILDING INSPECTION	Relay of Existing Sewer or Drain Field	\$	60
BUILDING INSPECTION	Each Fixture	\$	60
BUILDING INSPECTION	Well Pump/Well Abandonment	\$	12
BUILDING INSPECTION	Boiler-Back Flow Preventer	\$	60
BUILDING INSPECTION	Building Drain	\$	25
BUILDING INSPECTION	Plumbing Survey	\$	60
BUILDING INSPECTION	Re-inspection Fee	\$	50
BUILDING INSPECTION	Minimum Permit Fee	\$	60
BUILDING INSPECTION	ELECTRICAL PERMIT FEES	\$	60
BUILDING INSPECTION	Light Switches, Outlets, Fire Alarms, Pull Stations, Smoke Detectors		\$0.80 each
BUILDING INSPECTION	Light Fixture and Florescent Tube		\$1.00 ea.
BUILDING INSPECTION	Mercury, HPS, LPS, Metal Halide Fixtures, LED & Emergency Lighting		\$3.00 ea.
BUILDING INSPECTION	Range and Clothes Dryer		\$9.00 ea.
BUILDING INSPECTION	Garbage Disposal & Dishwasher		\$9.00 ea.
BUILDING INSPECTION	Water Heater, Gas Burner, Oil Burner		\$20.00 ea.
BUILDING INSPECTION	Well Pump		\$35.00 ea.
BUILDING INSPECTION	Refrigeration and Air Cooling		\$25.00 ea.
BUILDING INSPECTION	Feeders – No 6 B&S Gauge or Larger		\$25.00/100 amps
BUILDING INSPECTION	Temporary Service (90 days or Less)		\$40.00 ea.
BUILDING INSPECTION	Service Conductor and Switch		
BUILDING INSPECTION	<i>(All service connections for incomplete installations require temporary service permits.)</i>		
BUILDING INSPECTION	0-400 amps		\$40.00 ea.
BUILDING INSPECTION	401-1,000 amps		\$45.00 ea.
BUILDING INSPECTION	Each additional 1,000 amps		\$50.00 ea.
BUILDING INSPECTION	Ventilation Fans / Exhaust		\$5.00 ea.
BUILDING INSPECTION	Misc. Motors over ¼ HP		\$1.00/HP - \$3.00 min.
BUILDING INSPECTION	Fuel Dispensing Pump		\$30.00 ea.
BUILDING INSPECTION	Transformer, Rectifier, Generator		\$2.25/KW – \$10.00 min.
BUILDING INSPECTION	Space Heating System		\$8.00/circuit
BUILDING INSPECTION	Miscellaneous Heating Device		\$6.00 ea.
BUILDING INSPECTION	Dimmer, time switch, photo electric switch or G.F.I. device		\$4.00 ea.
BUILDING INSPECTION	Power Receptacles – 230 volts or more		\$9.00 ea.
BUILDING INSPECTION	Wireways, Busways, Raceways, or Gutters		\$0.75/ft.
BUILDING INSPECTION	Strip Lights, Plug-in Strip, Trol-E-Duct		\$0.50/ft. - \$4.00 min./section
BUILDING INSPECTION	Arc, Mercury & Search Lights, Stage Pockets, Spotlights & Apparatus		\$5.00 ea.
BUILDING INSPECTION	X-ray Machine, Motion Picture Machine		\$80.00 ea.
BUILDING INSPECTION	Signs		\$30.00
BUILDING INSPECTION	Swimming Pools 1) In-ground Pools		\$75.00 ea.
BUILDING INSPECTION	2) Above-ground Pools		\$60.00 ea.
BUILDING INSPECTION	Hot Tubs/Whirlpool Tub/Spas		\$60.00 ea.
BUILDING INSPECTION	Re-inspection		\$50.00 ea.

DEPARTMENT	FEE	CODE CHAPTER	RATE
BUILDING INSPECTION	Minimum Permit Fee		\$60.00
FIRE DEPARTMENT	FALSE ALARM - FIRE - 3 or more calls annually	§ 160-9 (B)(4)(b)	100
FIRE DEPARTMENT	PLAN REVIEW/INSPECTION FEES	§ 233-12	
FIRE DEPARTMENT	Sprinkler System Plan Review		
FIRE DEPARTMENT	Fire Pump Plan Review		\$ 165
FIRE DEPARTMENT	Sprinkler System Inspection:		\$ 97
FIRE DEPARTMENT	Hydrostatic Test (2-hour)		\$ 165
FIRE DEPARTMENT	Sprinkler Head Test (per 100)		\$ 97
FIRE DEPARTMENT	Fire Pump Install or test		\$ 97
FIRE DEPARTMENT	Re-inspection after second inspection		\$ 97
FIRE DEPARTMENT	Observance of water main flush		\$ 97
FIRE DEPARTMENT	Fire Alarm/Detection System		
FIRE DEPARTMENT	Plan Review		\$ 165
FIRE DEPARTMENT	Inspection/Testing		\$ 97
FIRE DEPARTMENT	Re-inspection after second inspection		\$ 97
FIRE DEPARTMENT	Modification to System		\$ 97
FIRE DEPARTMENT	Hood & Duct System		
FIRE DEPARTMENT	Plan Review		\$ 165
FIRE DEPARTMENT	Inspection/Testing		\$ 97
FIRE DEPARTMENT	Re-inspection after second inspection		\$ 97
FIRE DEPARTMENT	Modification to System		\$ 97
FIRE DEPARTMENT	New Construction Occupancy Inspection (in addition to \$205 for all other departments)		\$ 50
FIRE DEPARTMENT	Spray Booth Areas		
FIRE DEPARTMENT	Plan Review		\$ 165
FIRE DEPARTMENT	Spray Booth Testing		\$ 165
FIRE DEPARTMENT	ANNUAL FIRE INSPECTION	§ 233-12	
FIRE DEPARTMENT	Multi-family Residential, Hotels & Motels (structures with 3 or more units)		\$12 / per unit
FIRE DEPARTMENT	COMMERCIAL		
FIRE DEPARTMENT	Square Footage -total gross floor area of any building or structure	<u>Charge per Single Establishment or Tenant Space</u>	
FIRE DEPARTMENT	Under 1,000	\$	39
FIRE DEPARTMENT	1,000 – 4,999	\$	55
FIRE DEPARTMENT	5,000 – 24,999	\$	83
FIRE DEPARTMENT	25,000 – 99,999	\$	139
FIRE DEPARTMENT	100,000 – 149,999	\$	176
FIRE DEPARTMENT	150,000 – 199,999	\$	213
FIRE DEPARTMENT	200,000 – 249,999	\$	251
FIRE DEPARTMENT	250,000 – 374,999	\$	306
FIRE DEPARTMENT	375,000 – 499,999	\$	362
FIRE DEPARTMENT	500,000 or more		\$530.00 plus \$65 per each additional 25,000 sq. ft. over 500,000 sq. ft.
FIRE DEPARTMENT	INDUSTRIAL		
FIRE DEPARTMENT	Square Footage -total gross floor area of any building or structure	<u>Charge per Single Establishment or Tenant Space</u>	
FIRE DEPARTMENT	Under 5,000	\$	83
FIRE DEPARTMENT	5,000 – 24,999	\$	139
FIRE DEPARTMENT	25,000 – 99,999	\$	194
FIRE DEPARTMENT	100,000 – 174,999	\$	306
FIRE DEPARTMENT	175,000 – 224,999	\$	444
FIRE DEPARTMENT	225,000 – 349,999	\$	583
FIRE DEPARTMENT	350,000 – 499,999	\$	769
FIRE DEPARTMENT	500,000 or more		\$699.00 plus \$90.00 per each additional 25,000 sq. ft. over 500,000 sq. ft.

DEPARTMENT	FEE	CODE CHAPTER	RATE
FIRE DEPARTMENT	INSTITUTIONAL (CHURCHES/SCHOOLS)		
FIRE DEPARTMENT	Square Footage -total gross floor area of any building or structure		
FIRE DEPARTMENT	Under 1,000	<u>Charge per Single Establishment or Tenant Space</u>	
FIRE DEPARTMENT	1,000 – 4,999	\$	32
FIRE DEPARTMENT	5,000 – 24,999	\$	59
FIRE DEPARTMENT	25,000 – 99,999	\$	109
FIRE DEPARTMENT	100,000 – 249,999	\$	212
FIRE DEPARTMENT	250,000 – 499,999	\$	306
FIRE DEPARTMENT	500,000 – 999,999	\$	397
FIRE DEPARTMENT	1,000,000 or more	\$	583
FIRE DEPARTMENT	REQUESTS FOR MODIFICATIONS FROM PROVISIONS OF CHAPTER 6	\$ 233-12	957
FIRE DEPARTMENT	AMBULANCE - ALS/BLS SERVICES	\$	165
FIRE DEPARTMENT	BLS Transport (No ALS Skills excluding EKG evaluations)	\$ 167-1	
FIRE DEPARTMENT	ALS Transport Level 1	\$	1,206.00
FIRE DEPARTMENT	ALS Transport Level 2	\$	1,475.00
FIRE DEPARTMENT	ALS Service/Treatment without transport	\$	1,675.00
FIRE DEPARTMENT	Lift Assist with no medical need/No Transport	\$	350.00
FIRE DEPARTMENT	Mileage	\$	250.00
HEALTH	BED & BREAKFAST ESTABLISHMENTS -ANNUAL	\$ 179-4	\$23 / mile
HEALTH	BED & BREAKFAST ESTABLISHMENTS -ORIGINAL INSPECTION	\$ 179-4	140
HEALTH	SWIMMING POOLS - FITNESS CENTERS, APARTMENT COMPLEXES, SPAS	\$ 392-14	315
HEALTH	TATTOO OR BODY PIERCING - ANNUAL INSPECTION	\$ 397-6 A	220
HEALTH	TATTOO OR BODY PIERCING - INITIAL INSPECTION	\$ 397-6 A	155
HEALTH	TATTOO <u>AND</u> BODY PIERCING - ANNUAL INSPECTION	\$ 397-6 A	255
HEALTH	TATTOO <u>AND</u> BODY PIERCING - INITIAL INSPECTION	\$ 397-6 A	250
HEALTH	TATTOO TEMPORARY	\$ 397-6 A	400
HEALTH	BODY PIERCING TEMPORARY	\$ 397-6 A	155
HEALTH	TATTOO AND BODY PIERCING TEMPORARY	\$ 397-6 A	155
HEALTH	TATTOO AND / OR BODY PIERCING SECOND AND SUBSEQUENT REINSPECTIONS	\$ 397-6 A	250
HEALTH	RETAIL FOOD SERVING MEALS (RESTAURANT) (FEES APPLY TO MOBILE &/OR BASE)	397-6 A	100
HEALTH	PREPACKAGED TCS		
HEALTH	SIMPLE	\$	135
HEALTH	MODERATE	\$	285
HEALTH	COMPLEX	\$	405
HEALTH	ADDITIONAL AREA	\$	655
HEALTH	TRANSIENT MERCHANT (TEMPORARY)	\$	120
HEALTH	PRE-INSPECTION FEES	\$	180
HEALTH	PREPACKAGED TCS		
HEALTH	SIMPLE	\$	130
HEALTH	MODERATE	\$	320
HEALTH	COMPLEX	\$	470
HEALTH	RETAIL FOOD SERVING MEALS (RESTAURANT) (FEES APPLY TO MOBILE &/OR BASE) - 2ND & SUBSEQUENT		770
HEALTH	REINSPECTIONS - ALL CLASSES	\$	
HEALTH	RETAIL FOOD NOT SERVING MEALS (RESTAURANT) (FEES APPLY TO MOBILE &/OR BASE)		100
HEALTH	PREPACKAGED TCS		
HEALTH	RETAIL FOOD - SIMPLE (FINAL FOOD IS NON TCS)	\$	105
HEALTH	RETAIL FOOD - SIMPLE	\$	150
HEALTH	RETAIL FOOD - MODERATE	\$	235
HEALTH	RETAIL FOOD - COMPLEX	\$	330
HEALTH	MICRO MARKET 1/BUILDING	\$	840
HEALTH	MICRO MARKET 2 OR MORE/BUILDING	\$	50
HEALTH	PRE-INSPECTION FEES	\$	75

DEPARTMENT	FEE	CODE CHAPTER	RATE
HEALTH	PREPACKAGED TCS		
HEALTH	SIMPLE (FINAL FOOD IS NON TCS)		45
HEALTH	SIMPLE		100
HEALTH	MODERATE		150
HEALTH	COMPLEX		200
HEALTH	RETAIL FOOD NOT SERVING MEALS (RESTAURANT) (FEES APPLY TO MOBILE &/OR BASE) 2ND & SUBSEQUENT REINSPECTION FEES		445
HEALTH	PREPACKAGED TCS		
HEALTH	RETAIL FOOD - SIMPLE (FINAL FOOD IS NON TCS)		90
HEALTH	RETAIL FOOD - SIMPLE		90
HEALTH	RETAIL FOOD - MODERATE		190
HEALTH	RETAIL FOOD - COMPLEX		190
HEALTH	ANNUAL FOOD INSPECTION - SCHOOLS		450
HEALTH	LATE FEES		150
HEALTH	BED & BREAKFAST, SWIMMING POOLS, TATTOO, BODY PIERCING		
HEALTH	FOOD LICENSE LATE FEES:		85
HEALTH	PREPACKAGED TCS		
HEALTH	RETAIL FOOD - SIMPLE (FINAL FOOD IS NON TCS)		25
HEALTH	RETAIL FOOD - SIMPLE		9
HEALTH	RETAIL FOOD - MODERATE		12
HEALTH	RETAIL FOOD - COMPLEX		38
HEALTH			53
HEALTH	BED & BREAKFAST, SWIMMING POOLS, TATTOO, BODY PIERCING 2ND & SUBSEQUENT REINSPECTION FEES		
PLAN COMMISSION	PLANNED UNIT DEVELOPMENT		100
PLAN COMMISSION	SIGN CODE VARIANCE	§ 445-6-12	425
PLAN COMMISSION	ZONING CODE MAP AMENDMENT	§ 445-6.12	295
PLAN COMMISSION	SPECIAL PLAN COMMISSION MEETING	§ 445-6.12	425
PLAN COMMISSION	PRELIMINARY SUBDIVISION PLAT/CERTIFIED SURVEY MAP/LAND USE PETITION	§ 445-8-4 A (6)	200
PLAN COMMISSION	FILING FEE - SUBDIVISIONS	§ 445-8-4 A (6)	425
PLAN COMMISSION	FINAL PLAT SUBDIVISIONS	§ 445-8-4 A (6)	400
PLAN COMMISSION	CERTIFIED SURVEY MAP	§ 445-8-4 A (6)	425
PLAN COMMISSION	HOUSING OR BUILDING MOVE STRUCTURE APPROVAL	§ 445-8-4 A (6)	425
PLAN COMMISSION	CONDITIONAL USE APPLICATION	§ 445-8-4 A (6)	200
PLAN COMMISSION	BED & BREAKFAST CONDITIONAL USE APPLICATION	§ 445-8-4 A (6)	425
PLAN COMMISSION	SITE PLAN REVIEW (RESIDENTIAL)	§ 445-8.12 D (2)(d)	425
PLAN COMMISSION	SITE PLAN REVIEW (COMMERCIAL)	§ 445-15.5 C	285
PLAN COMMISSION	TEMPORARY USE	§ 445-15.5 C	350
POLICE DEPARTMENT	ALARM DEVICE MONITORING	§ 445-15.5 C	200
POLICE DEPARTMENT	ANNUAL RENEWAL	§ 160-7 9 (B)	225.00
POLICE DEPARTMENT	FALSE ALARM - POLICE - 3 or more calls annually		15.00
PUBLIC WORKS	STREET OPENING < 50% OF STREET	§ 160-9 (B)(2)(b)	100.00
PUBLIC WORKS	STREET OPENING > 51% OF STREET	§ 383-1 B (1)	150.00
PUBLIC WORKS	CULVERT INSTALLATION - DRIVEWAYS < 20 FT	§ 383-1 B (1)	200.00
PUBLIC WORKS	CULVERT INSTALLATION - DRIVEWAYS > 20 FT - ADDITIONAL PER FOOT	§ 383-6 D	1,000.00
PUBLIC WORKS	CULVERT INSTALLATION - SIDEWALKS PER FOOT	§ 383-6 D	15.00
PUBLIC WORKS	EROSION CONTROL PERMIT - RESIDENTIAL ACCESSORY STRUCTURES	§ 383-6 D	15.00
PUBLIC WORKS	EROSION CONTROL PERMIT	§ 445-6.12 B	60.00
PUBLIC WORKS	STORMWATER - POST CONSTRUCTION MANAGEMENT	§ 445-6.12 B	150.00
		§ 445-7.13	150.00

Memo

To: Village Board
From: Sandy Kulik, Village Administrator
Date: January 23, 2025
Re: Agenda Item : 5.1.3 Election Duties

Handout to be distributed at the meeting.

Memo

To: Village Board
From: Sandy Kulik, Village Administrator
Date: January 23, 2025
Re: Agenda Item : 5.2.1 Guetzke Agreement

See attached. This is a multiyear agreement and requires Board approval per policy.

RESOLUTION NO. 25 - XX

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT FOR NFPA INSPECTION AND TESTING WITH GUETZKE & ASSOCIATES, INC.

WHEREAS, the Village is in need Fire Alarm System functional testing and cleaning, including sensitivity testing of all smoke detection; and

WHEREAS, Guetzke & Associates, Inc. has provided a proposal to offer such services; and

WHEREAS, the Village Board having found such proposal by Guetzke & Associates, Inc. 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 Fire Alarm System functional testing and cleaning, including sensitivity testing of all smoke detection with Guetzke & Associates, Inc., 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 _____, 2025

Daniel J. Besson, Village President

(VILLAGE SEAL)

Sandra M. Kulik, Administrator/Clerk

A G R E E M E N T

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 Guetzke & Associates, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is Fire Alarm Testing and Inspections.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Fire Alarm Testing and Inspections;

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 Three years (2025 thru 2027), as described in CONTRACTOR's proposal to CLIENT dated September 18, 2024, 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 annual budget of \$425.00], 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 the annual budget of \$425.00. For services rendered, 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. Mike Guetzke 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, Mike Guetzke the 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 February annually.

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 7 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 any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

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: _____

Village of Hales Corners

PURCHASE ORDER

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



TO

W222N615 Cheaney Dr Ste D - Waukesha WI 53186
T 262.548.0100 - F 262.548.3710
testing@guetzkeinc.com



GUETZKE & ASSOCIATES, INC.
ENGINEERED LIFE SAFETY SYSTEMS

PURCHASE ORDER NO. 20715

DATE January 9, 2025	TERMS	F.O.B.	ACCOUNT 100-517-410
DESCRIPTION			AMOUNT

RE: Village Hall Fire Inspection & Testing (Annually for 2025 thru 2027)

Fire Alarm System functional testing and cleaning, including sensitivity testing of all smoke detection. Annual Service for 3 years (2025 thru 2027).

Annual Cost, Year 1	\$425.00	per test
Annual Cost, Year 2	\$425.00	per test
Annual Cost, Year 3	\$425.00	per test

\$1,275.00

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

W222N615 Cheaney Dr Ste D - Waukesha WI 53186

T 262.548.0100 - F 262.548.3710

testing@guetzkeinc.com



GUETZKE & ASSOCIATES, INC.
ENGINEERED LIFE SAFETY SYSTEMS

Proposal Valid for (60) Sixty Days From Below Date

Proposal	22MG475-REN
Date	09-18-24
File	4612
Cust #	5635

NFPA 72 Inspection and Testing Proposal

Name or Co	HALES CORNERS MUNICIPAL BUILDING	Business Tel	414-529-6165
Attention	STEVEN HOUTE	Business Fax	
Address	5635 S. NEW BERLIN RD.	Cell Number	
City-St-Zip	HALES CORNERS, WI 53130	Email Addr	SHOUTE@HALESCORNERS.ORG

Guetzke & Associates, Inc. proposes to provide - **Annual** - Test & Inspections of the Fire Alarm System per NFPA72 (100% functional test and cleaning, including 50% sensitivity testing of all system smokes) for a period of **three (3) years**, and will automatically renew each year until terminated by either party, via thirty (30) days written notice.

Annual Cost, Year 1 \$425.00 per test

Annual Cost, Year 2 \$425.00 per test

Annual Cost, Year 3 \$425.00 per test

Services will be performed in accordance with manufacturer's instructions and all applicable NFPA72 & UL standards, codes and listings. Please find our **terms & conditions** attached and at www.guetzkeinc.com.

Estimated recurring month for annual testing: ★ FEBRUARY

Additional Notes

--

Terms of Proposal:

Material and labor as required, in accordance with the above specifications. All prices not including tax, as applicable. Payment terms: Net 30.

Acceptance of Proposal:

Guetzke & Associates, Inc. is hereby authorized to complete this contract as specified. Payment will be made as outlined within this contract. By signing below I agree to the General Terms and Conditions.

Michael Guetzke, President

Authorized Representative, Guetzke & Associates, Inc.

Signature of Above Representative

★

Print Name of Authorized Representative, Title, and Company Name

★

Signature of Above Representative

Date

We appreciate doing business with you, thank you.

Memo

To: Village Board
From: Sandy Kulik, Village Administrator
Date: January 23, 2025
Re: Agenda Item : 5.2.2 Vacation of Easements, Creation of New Easement and Storm Water Agreement

See attached. This exhibits have been reviewed and approved by Village Attorney Jesse Wesolowski for content.

A resolution combining the various matters has been drafted and included with the packet.

The property development as a whole was approved by the Plan Commission and the CSM was approved by the Village Board in June, 2024. The Plan Commission approval required any storm water agreement to be approved by staff (R. A. Smith completed the review on behalf of the Village), and ultimately the various agreements are the prevue of the Village Board.

Mr. Wimmer's legal team developed the documents and they were reviewed and revised as requested by the Village Attorney.

January 16, 2025

Sandra M. Kulik
Village Administrator/Village Clerk
Village of Hales Corners
5635 S. New Berlin Road
Hales Corners, WI 53130

Dear Ms. Kulik,

I have enclosed the following documentation in regards to the request of Mark J. Wimmer and Mitchell W. Wimmer to enclose a public drainage facility located on portions of 9301 West Meadow Park Drive (Tax Key # 6609956016) and Lot 2 of Certified Survey Map 9592 (Tax Key # 6609956017) in the Village of Hales Corners, Wisconsin.

- ☐ Development Agreement – Storm Sewer System
- ☐ Civil Engineering Plans
 - ☐ Site Plan
 - ☐ Grading and Erosion Control Plan
 - ☐ Public Storm Sewer Plan and Profile
- ☐ Vacation of Drainage Easement Document No. 4102693
- ☐ Vacation of Public Utility and Drainage Easement Agreement Document No. 9776137
- ☐ Public Utility and Drainage Easement Agreement (Proposed storm sewer/drainage easement to be granted to Village)

All Civil Engineering Plans have been reviewed and approved by R.A.Smith acting as the Village Engineer on November 18, 2024.

We look forward to the Authorization of our request at the January 27, 2025 meeting of the Village Board.

Sincerely,



Mitchell W. Wimmer

Encl.

CC: Mark J. Wimmer
Deborah A. Wimmer
Atty. Jesse Wesolowski – Wesolowski, Reidenbach & Sajdak, s.c.

RESOLUTION NO. 25-XX

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AGREEMENTS FOR VACATION OF EASEMENT ENTERED INTO ON APRIL 13, 1964, VACATION OF A PUBLIC UTILITY AND DRAINAGE EASEMENT ENTERED INTO ON JUNE 10, 2009, CREATING A NEW PUBLIC UTILITY AND DRAINAGE EASEMENT AGREEMENT, AND DEVELOPMENT AGREEMENT STORM WATER SYSTEM FOR THE PROPERTIES LOCATED AT 9301 W. MEADOW PARK DRIVE AND LOT 2, CERTIFIED SURVEY MAP NO. 8112, WITH MITCHELL W. WIMMER AND DEBORAH A. WIMMER 2006 REVOCABLE TRUST - MARCH 21, 2006

WHEREAS, an easement executed on April 13, 1964 and a public utility and drainage easement executed on June 10, 2009 for storm water conveyance and access was approved; and

WHEREAS, in 2024, the properties at 9301 W. Meadow Park Drive and Certified Survey Map No. 8112 were executed on June 24, 2024 Resolution 24-22 to allow construction of a new residence at 5775 S. 92nd Street (effectively Lot 1 of the CSM); and

WHEREAS, such relocation of the public utility and drainage easement was approved by the Village Engineer, R.A. Smith, Inc. to improve storm water runoff and drainage throughout the site; and

WHEREAS, Exhibit A "Vacation of Easement" (1964), Exhibit B "Vacation of Public Utility and Drainage Easement" (2009), Exhibit C "Public Utility and Drainage Easement," and Exhibit D "Development Agreement Storm Water System" have been reviewed and approved as to content by the Village Attorney.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Hales Corners, Wisconsin, that the Vacation of Easement, Vacation Public Utility and Drainage Easement, Public Utility and Drainage Easement and Development Agreement Storm Water System with Mitchell W. Wimmer and Deborah A. Wimmer 2006 Revocable Trust March 21, 2006 and the Village of Hales Corners, 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 and that the Village Administrator/Clerk is hereby directed to obtain the recording of the executed Agreement with the Office of the Register of Deeds for Milwaukee County.

PASSED AND ADOPTED this _____th day of February, 2025.

Daniel J. Besson, Village President

Sandra M. Kulik, Administrator/Clerk

EXHIBIT A
1964

VACATION OF EASEMENT

THIS DOCUMENT IS A TERMINATION OF EASEMENTS AND IS NOT A CONVEYANCE SUBJECT TO RETURN AND FEE UNDER WIS. STATS. § 77.21(1).

Return to:
Sandra M. Kulik
Village Administrator/Clerk
Village of Hales Corners
5635 S. New Berlin Road
Hales Corners, WI 53130

See Exhibit A attached

Parcel Number

THIS VACATION OF EASEMENT ("Vacation") is made and entered into this _____ day of _____, 2025, by and between the undersigned.

RECITALS

WHEREAS, Mitchell W. Wimmer ("Owner #1") is the owner of certain real property more particularly described in Exhibit A attached hereto (the "MWW Property");

WHEREAS, Deborah A. Wimmer 2006 Revocable Trust dated March 21, 2006, as restated ("Owner #2") is the owner of certain real property described on Exhibit A attached hereto (the "DAW Trust Property");

WHEREAS, the Village of Hales Corners ("Village") is a municipal corporation situated within the County of Milwaukee, of the State of Wisconsin;

WHEREAS, Owner #1 and Owner #2 (as successors in ownership), and the Village are parties to that certain "Easement" entered on April 13, 1964, and recorded in the Office of the Register of Deeds for Milwaukee County on May 19, 1964 as Document No. 4102693, by which Owner #1's and Owner #2's ownership predecessors granted to the Village certain public utility and drainage easement rights over the MWW Property and the DAW Trust Property, respectively;

WHEREAS, Owner #1, Owner #2, and the Village, being all of the parties to the Easement, desire to terminate the Easement.

NOW THEREFORE, the undersigned hereby vacate and terminate the Easement in all respects, and all easement rights granted thereunder are of no further force or effect.

Further, the Village hereby fully vacates and terminates any and all easement rights relating to the Easement arising under any other recorded document specifically related thereto and having been dated and executed prior to 2025, including but not limited to that certain Certified Survey Map No. 8112 recorded in the Office of the Register of Deeds for Milwaukee County on November 26, 2008 as Document No. 09674805, and that certain Certified Survey Map No. 9592, recorded in the Office of the Register of Deeds for Milwaukee County on August 8, 2024 as Document No. 11440908.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the undersigned have caused this Vacation to be executed as of the date first written above.

OWNER #1:

MITCHELL W. WIMMER

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2025, the above-named Mitchell W. Wimmer, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument in his individual capacity.

Name: _____
Notary Public, State of _____
My Commission: _____

OWNER #2:

DEBORAH A. WIMMER 2006 REVOCABLE
TRUST DATED MARCH 21, 2006, AS
RESTATED

By: Deborah A. Wimmer, Trustee

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2025, the above-named Deborah A. Wimmer, Trustee of the Deborah A. Wimmer 2006 Revocable Trust dated March 21, 2006, as restated, to me known to be the person who executed the foregoing instrument and to me known to be such trustee of said revocable trust and acknowledged that she executed the foregoing instrument as such trustee.

Name: _____
Notary Public, State of _____
My Commission: _____

VILLAGE:

VILLAGE OF HALES CORNERS

Daniel J. Besson, Village President

Counter-signed by

Sandra M. Kulik,
Village Administrator/Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2025, the above-named Daniel J. Besson, President, and Sandra M. Kulik, Village Administrator/Clerk, to me known to be the persons who executed the foregoing instrument and to be known to be such President and Village Administrator/Clerk of the above-named municipal corporation, VILLAGE OF HALES CORNERS, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. _____ adopted by the Village Board on the ____ day of _____, 2025.

Notary Public
Milwaukee County, Wisconsin
My commission expires _____

Approved as to form:

Name: _____

This document was drafted by:
David T. Wimmer, Esq.
Wimmer Communities
5300 S. 108th Street, Suite 1
Hales Corners, WI 53130

EXHIBIT A

LEGAL DESCRIPTION

MWW PROPERTY:

Lot 3 of Certified Survey Map No. 8112, recorded on November 26, 2008, as Document No. 9674805, being a part of the Southeast 1/4 of the Northeast 1/4 and vacated West Meadow Park Drive and vacated South Forest Park Drive of Section 32, Town 6 North, Range 21 East, in the Village of Hales Corners, County of Milwaukee, State of Wisconsin.

Tax Parcel No.: 6609956016

DAW TRUST PROPERTY

Lot 2 of Certified Survey Map No. 9592, recorded on August 8, 2024 as Document No. 11440908, being a redivision of Lot 1, Lot 2, and Lot 4 of Certified Survey Map No. 8112 being a part of the Southeast 1/4 of the Northeast 1/4 of Section 32, Town 6 North, Range 21 East, in the Village of Hales Corners, County of Milwaukee, State of Wisconsin.

Part of Tax Parcel No.: 6609956017

EXHBT
2009B

VACATION OF PUBLIC UTILITY AND DRAINAGE EASEMENT AGREEMENT

THIS DOCUMENT IS A TERMINATION OF EASEMENTS AND
IS NOT A CONVEYANCE SUBJECT TO RETURN AND FEE
UNDER WIS. STATS. § 77.21(1).

Return to:
Sandra M. Kulik
Village Administrator/Clerk
Village of Hales Corners
5635 S. New Berlin Road
Hales Corners, WI 53130

See Exhibit A attached

Parcel Number

THIS VACATION OF PUBLIC UTILITY AND DRAINAGE EASEMENT
AGREEMENT ("Vacation") is made and entered into this _____ day of _____, 2025, by
and between the undersigned.

RECITALS

WHEREAS, Mitchell W. Wimmer ("Owner #1") is the owner of certain real property
more particularly described in Exhibit A attached hereto (the "MWW Property");

WHEREAS, Deborah A. Wimmer 2006 Revocable Trust dated March 21, 2006, as
restituted ("Owner #2") is the owner of certain real property described on Exhibit A
attached hereto (the "DAW Trust Property");

WHEREAS, the Village of Hales Corners ("Village") is a municipal corporation situated
within the County of Milwaukee, of the State of Wisconsin;

WHEREAS, Owner #1 and Owner #2 (as successors in ownership), and the Village are
parties to that certain "Public Utility and Drainage Easement Agreement" entered on June
10, 2009, and recorded in the Office of the Register of Deeds for Milwaukee County on
August 5, 2009 as Document No. 9776137, by which Owner #1's and Owner #2's
ownership predecessors granted to the Village certain public utility and drainage
easement rights over the MWW Property and the DAW Trust Property, respectively;

WHEREAS, Owner #1, Owner #2, and the Village, being all of the parties to the
Easement, desire to terminate the Easement.

NOW THEREFORE, the undersigned hereby vacate and terminate the Easement in all respects, and all easement rights granted thereunder are of no further force or effect. Further, the Village hereby fully vacates and terminates any and all easement rights relating to the Easement arising under any other recorded document specifically related thereto and having been dated and executed prior to 2025, including but not limited to that certain Certified Survey Map No. 8112 recorded in the Office of the Register of Deeds for Milwaukee County on November 26, 2008 as Document No. 09674805, and that certain Certified Survey Map No. 9592, recorded in the Office of the Register of Deeds for Milwaukee County on August 8, 2024 as Document No. 11440908.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Vacation to be executed as of the date first written above.

OWNER #1:

MITCHELL W. WIMMER

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2025, the above-named Mitchell W. Wimmer, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument in his individual capacity.

Name: _____
Notary Public, State of _____
My Commission: _____

OWNER #2:

DEBORAH A. WIMMER 2006 REVOCABLE
TRUST DATED MARCH 21, 2006, AS
RESTATED

By: Deborah A. Wimmer, Trustee

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2025, the above-named Deborah A. Wimmer, Trustee of the Deborah A. Wimmer 2006 Revocable Trust dated March 21, 2006, as restated, to me known to be the person who executed the foregoing instrument and to me known to be such trustee of said revocable trust and acknowledged that she executed the foregoing instrument as such trustee.

Name: _____
Notary Public, State of _____
My Commission: _____

VILLAGE:

VILLAGE OF HALES CORNERS

Daniel J. Besson, Village President

Counter-signed by

Sandra M. Kulik,
Village Administrator/Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2025, the above-named Daniel J. Besson, President, and Sandra M. Kulik, Village Administrator/Clerk, to me known to be the persons who executed the foregoing instrument and to be known to be such President and Village Administrator/Clerk of the above-named municipal corporation, VILLAGE OF HALES CORNERS, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. _____ adopted by the Village Board on the ____ day of _____, 2025.

Notary Public
Milwaukee County, Wisconsin
My commission expires _____

Approved as to form:

Name: _____

This document was drafted by:
David T. Wimmer, Esq.
Wimmer Communities
5300 S. 108th Street, Suite 1
Hales Corners, WI 53130

EXHIBIT A

LEGAL DESCRIPTION

MWW PROPERTY:

Lot 3 of Certified Survey Map No. 8112, recorded on November 26, 2008, as Document No. 9674805, being a part of the Southeast 1/4 of the Northeast 1/4 and vacated West Meadow Park Drive and vacated South Forest Park Drive of Section 32, Town 6 North, Range 21 East, in the Village of Hales Corners, County of Milwaukee, State of Wisconsin.

Tax Parcel No.: 6609956016

DAW TRUST PROPERTY

Lot 2 of Certified Survey Map No. 9592, recorded on August 8, 2024 as Document No. 11440908, being a redivision of Lot 1, Lot 2, and Lot 4 of Certified Survey Map No. 8112 being a part of the Southeast 1/4 of the Northeast 1/4 of Section 32, Town 6 North, Range 21 East, in the Village of Hales Corners, County of Milwaukee, State of Wisconsin.

Part of Tax Parcel No.: 6609956017

**PUBLIC UTILITY AND DRAINAGE
EASEMENT AGREEMENT**

THIS DOCUMENT IS A GRANT OF EASEMENT AND IS NOT A
CONVEYANCE SUBJECT TO RETURN AND FEE UNDER WIS.
STATS. § 77.21(1).

Return to:
Sandra M. Kulik
Village Administrator/Clerk
Village of Hales Corners
5635 S. New Berlin Road
Hales Corners, WI 53130

See Exhibit A attached
Parcel Number

THIS PUBLIC UTILITY AND DRAINAGE EASEMENT AGREEMENT ("Easement Agreement") is made this ____ day of _____, 2025, by and between the VILLAGE OF HALES CORNERS, a municipal corporation, situated within the County of Milwaukee, of the State of Wisconsin, hereinafter referred to as "Village", MITCHELL W. WIMMER, an individual, hereinafter referred to as "Grantor #1", and DEBORAH A. WIMMER 2006 REVOCABLE TRUST DATED MARCH 21, 2006, AS RESTATED, hereinafter referred to as "Grantor #2". Grantor #1 and Grantor #2 are collectively referred to herein as "Grantors".

RECITALS

WHEREAS, Grantor #1 is the owner and holder of record fee title to certain real property described on Exhibit A which is attached hereto and incorporated herein (the "MWW Property");

WHEREAS, Grantor #2 is the owner and holder of record fee title to certain real property described on Exhibit A which is attached hereto and incorporated herein (the "DAW Trust Property", and collectively referred to herein with the MWW Property as the "Properties");

WHEREAS, the Village of Hales Corners ("Village") is a municipal corporation situated within the County of Milwaukee, of the State of Wisconsin;

WHEREAS, the Village desires to acquire a perpetual, non-exclusive easement with the right of entry in and across certain portions of the Properties, as such right of entry is more particularly hereinafter described, with the right to operate, maintain, repair, reconstruct, and inspect as may be or may become applicable the following facilities and

appurtenances thereto in, upon, and across said portion of the Properties: a storm water drainage system consisting of an underground piped storm sewer system with manholes and catch basins, all as shown on the Public Storm Sewer Plan and Profile attached hereto as Exhibit B, hereinafter collectively referred to as the "Facilities"; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantors at Grantors' expense and the Facilities shall be the property of the Village and be deemed dedicated to the Village upon the Village's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below;

AGREEMENT

NOW THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation of the Facilities by the Grantors and maintenance of the Facilities by the Village, and other valuable consideration to the Grantors and the Village, the receipt and sufficiency of which is hereby acknowledged, said Grantors, being the owners of and persons interested in the land hereinafter described, do hereby grant unto the Village a perpetual, non-exclusive easement on that part of the Southeast 1/4 of the Northeast 1/4 of Section 32, Township 6 North, Range 21 East, in the Village of Hales Corners, County of Milwaukee, State of Wisconsin, more particularly described and depicted on Exhibit C attached hereto (the "Easement Area") pursuant to the terms and conditions below:

1. The Facilities shall be initially constructed and maintained by the Grantors, at the Grantors' sole cost and expense, until such time that the Facilities are inspected and accepted by the Village Engineer. Construction shall conform to the Village-approved civil engineering plans dated September 3, 2024, as revised October 14, 2024, prepared by CJ Engineering, and on file at the Village of Hales Corners. Upon the Village Engineer's inspection of the completed Facilities and issuance of written approval of the same, the Facilities shall be deemed dedicated to and accepted by the Village. The Village Engineer's written approval of the Facilities shall not be unreasonably withheld, conditioned, or delayed.
2. Upon acceptance by the Village, the Facilities within the Easement Area shall be maintained and kept in good working order and condition with respect to hydrologic and hydraulic function and capacity by the Village, at the sole cost and expense of the Village except that the Grantors (or Grantors' successors to title) shall, at their sole expense, be responsible for normal maintenance associated with typical residential lawn/landscape/turf management activities (i.e., grass cutting, leaf collection, weed control, tree and shrub pruning) within the Easement Area.
3. In and during whatever maintenance or repair work that may be necessary in maintaining the Facilities, so much of the surface or subsurface of the Easement Area on the Properties as may be disturbed will, at the expense of the Village, be replaced in substantially the same condition as it was prior to such disturbance. The Village

shall indemnify and hold harmless the Grantors from and against any loss, damage, claim, cost, injury, or liability resulting from negligence or willful acts or omissions on the part of the Village, its agents or employees in connection with said work involved in re-constructing, maintaining, and/or repairing the Facilities; provided, however, that these provisions are subject to the legal defenses available under law which the Village is entitled to raise, excepting the defense of so-called "sovereign immunity."

4. No structure or other building improvements may be placed within the limits of the Easement Area by the Grantors, except as approved by the Village Engineer.
5. No charges or special assessments shall be made against the Properties for the cost of reconstruction, repair, or operation of the Facilities in the Properties.
6. The Facilities shall be accessible for maintenance by the Village at all reasonable times upon the Village's delivery to Grantors of twenty-four (24) hours' notice (excepting from the foregoing requirement a situation determined to be an emergency in the reasonable discretion of the Village), and Grantors (and their successors in title) hereby grant a permanent right of access to the Village upon their respective property for the purposes of inspecting, maintaining, repairing, reconstructing, and enlarging as necessary, the Facilities located thereon.
7. Any party hereto may enforce this Easement Agreement by appropriate legal action, and should it prevail in such legal action, that party shall be entitled to recover from the party against whom it has successfully enforced this Easement, as part of its costs, its actual attorneys' fees.
8. This Easement Agreement may not be modified or amended, except by a written instrument executed and delivered by the Village and Grantors or their respective successors.
9. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
10. If any term or provision of this Easement Agreement shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
11. This Easement Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

12. All of the terms and conditions in this Easement Agreement, including benefits and burdens, shall run with the lands and shall be binding upon, inure to the benefit of, and be enforceable by the Grantors and the Village and their respective successors. Grantor #1 and Grantor #2, and any successor to Grantor #1 and Grantor #2 as fee simple owner of its respective property, shall cease to have any liability under this Easement Agreement with respect to facts or circumstances arising after such party shall have transferred its fee simple interest in its respective property.
13. Non-use or limited use of the easement rights granted in this Easement Agreement shall not prevent the benefitting party from later use of the same.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the undersigned have caused this Easement Agreement to be executed as of the date first written above.

GRANTOR #1:

MITCHELL W. WIMMER

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2025, the above-named Mitchell W. Wimmer, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument in his individual capacity.

Name: _____
Notary Public, State of _____
My Commission: _____

GRANTOR #2:

DEBORAH A. WIMMER 2006 REVOCABLE
TRUST DATED MARCH 21, 2006, AS
RESTATED

By: Deborah A. Wimmer, Trustee

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2025, the above-named Deborah A. Wimmer, Trustee of the Deborah A. Wimmer 2006 Revocable Trust dated March 21, 2006, as restated, to me known to be the person who executed the foregoing instrument and to me known to be such trustee of said revocable trust and acknowledged that she executed the foregoing instrument as such trustee.

Name: _____
Notary Public, State of _____
My Commission: _____

VILLAGE:

VILLAGE OF HALES CORNERS

Daniel J. Besson, Village President

Counter-signed by

Sandra M. Kulik,
Village Administrator/Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2025, the above-named Daniel J. Besson, President, and Sandra M. Kulik, Village Administrator and Village Clerk, to me known to be the persons who executed the foregoing instrument and to be known to be such President and Village Administrator/Clerk of the above-named municipal corporation, VILLAGE OF HALES CORNERS, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. _____ adopted by the Village Board on the ____ day of _____, 2025.

Notary Public
Milwaukee County, Wisconsin
My commission expires _____

Approved as to form:

Name: _____

This document was drafted by:
David T. Wimmer, Esq.
Wimmer Communities
5300 S. 108th Street, Suite 1
Hales Corners, WI 53130

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTIES

MWW PROPERTY:

Lot 3 of Certified Survey Map No. 8112, recorded on November 26, 2008, as Document No. 9674805, being a part of the Southeast 1/4 of the Northeast 1/4 and vacated West Meadow Park Drive and vacated South Forest Park Drive of Section 32, Town 6 North, Range 21 East, in the Village of Hales Corners, County of Milwaukee, State of Wisconsin.

Tax Parcel No.: 6609956016

DAW TRUST PROPERTY

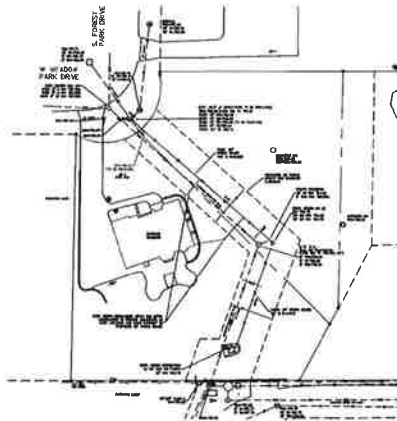
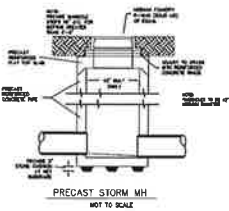
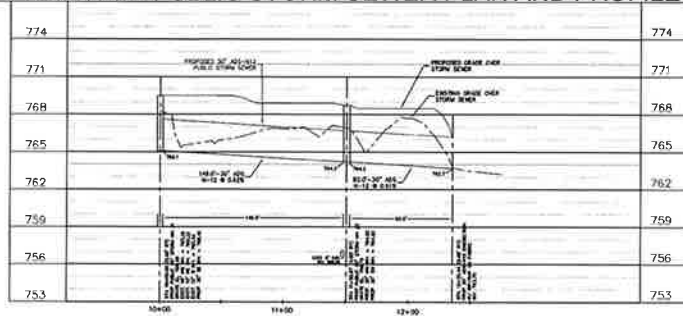
Lot 2 of Certified Survey Map No. 9592, recorded on August 8, 2024 as Document No. 11440908, being a redivision of Lot 1, Lot 2, and Lot 4 of Certified Survey Map No. 8112 being a part of the Southeast 1/4 of the Northeast 1/4 of Section 32, Town 6 North, Range 21 East, in the Village of Hales Corners, County of Milwaukee, State of Wisconsin.

Part of Tax Parcel No.: 6609956017

EXHIBIT B

STORM SEWER PLAN AND PROFILE

EXHIBIT B - PUBLIC STORM SEWER PLAN AND PROFILE



LEGEND

—	Existing sanitary sewer
—	Existing storm sewer
—	Proposed sanitary sewer
—	Proposed storm sewer
—	Proposed catch basin
—	Proposed manhole



NOTES:
 1. THE STORM SEWER SYSTEM AND INFRASTRUCTURE ARE SHOWN AS OF THE DATE OF THE
 2. THE INFORMATION WAS OBTAINED FROM THE VILLAGE OF HALES CORNERS PUBLIC
 3. THE INFORMATION WAS OBTAINED FROM THE VILLAGE OF HALES CORNERS PUBLIC
 4. THE INFORMATION WAS OBTAINED FROM THE VILLAGE OF HALES CORNERS PUBLIC

C3.0	
VILLAGE OF HALES CORNERS	
PUBLIC STORM SEWER PLAN AND PROFILE	
C3.0	

EXHIBIT C

LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

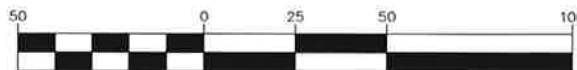
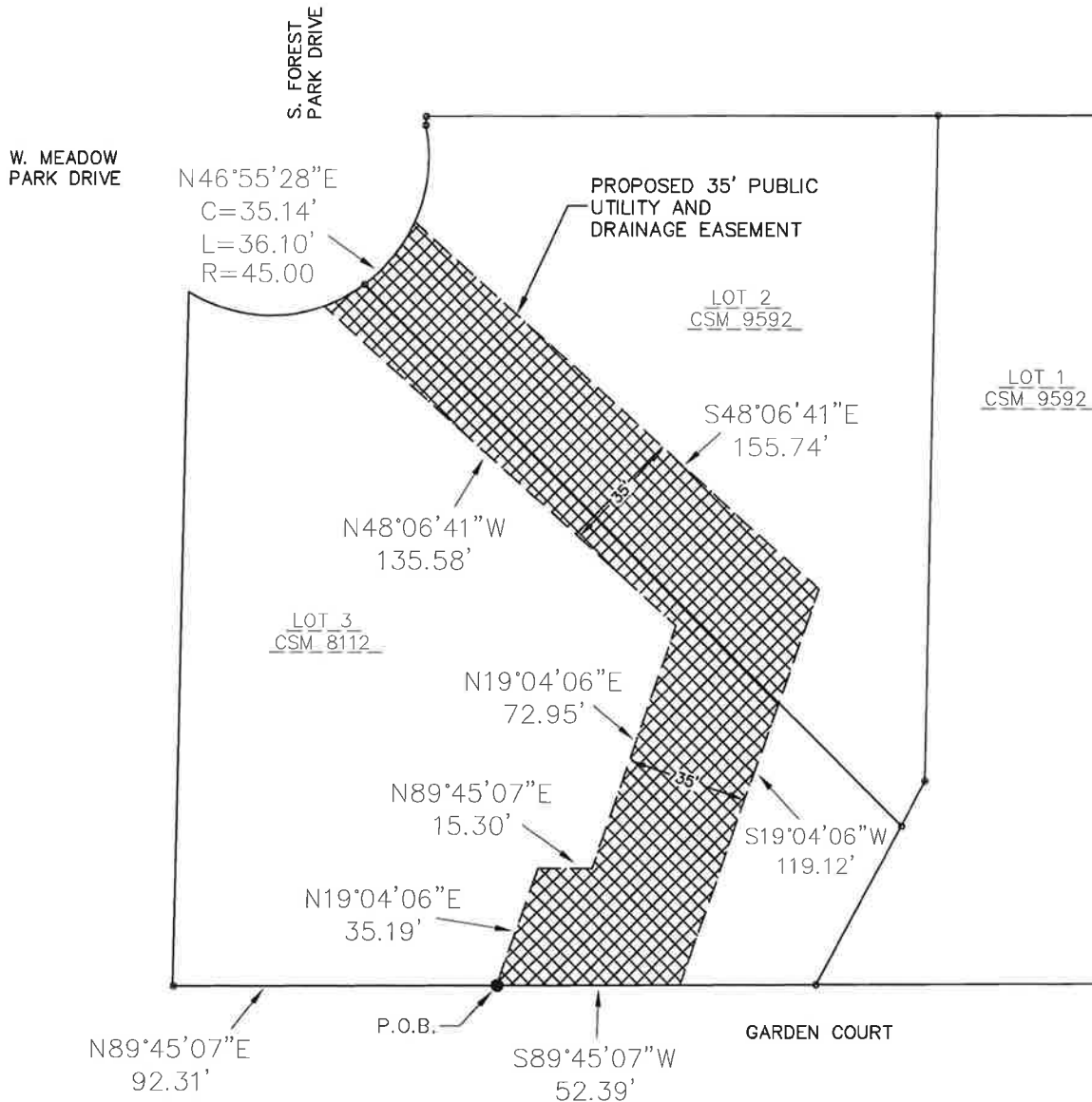
EXHIBIT "C"

PUBLIC UTILITY AND DRAINAGE EASEMENT



EASEMENT DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 CSM 8112; THENCE N 89°45'07" E, 92.31 FEET TO THE POINT OF BEGINNING; THENCE N 19°04'06" E, 35.19 FEET; THENCE N 89°45'07" E, 15.30 FEET; THENCE N 19°04'06" E, 72.95 FEET; THENCE N 48°06'41" W, 135.58 FEET; THENCE 36.10 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 45.00 AND WHOSE CHORD BEARS N 46°55'28" E, 35.14 FEET; THENCE S 48°06'41" E, 155.74 FEET; THENCE S 19°04'06" W, 119.12 FEET; THENCE S 89°45'07" W, 52.39 FEET TO THE POINT OF BEGINNING.





DEVELOPMENT AGREEMENT
STORM SEWER SYSTEM

Document Number

Document Title

Recording Area

Sandra M. Kulik
Village Administrator/Clerk
Village of Hales Corners
5635 S. New Berlin Road
Hales Corners, WI 53130
Name and Return Address

6609956016
Part of 6609956017

Parcel Identification Number (PIN)

**DEVELOPMENT AGREEMENT
STORM SEWER SYSTEM**

THIS DEVELOPMENT AGREEMENT (this "Agreement"), made and entered into this _____ day of _____, 2025 by and between MITCHELL W. WIMMER, an individual and DEBORAH A. WIMMER 2006 REVOCABLE TRUST DATED MARCH 21, 2006, AS RESTATED, a Wisconsin revocable trust, hereinafter referred to as "Owners", and the VILLAGE OF HALES CORNERS, a Wisconsin municipal corporation, hereinafter referred to as the "Village".

WITNESSETH:

WHEREAS, the Owners hold title to the following lands situated in the Village of Hales Corners, County of Milwaukee and State of Wisconsin, which shall be referred to herein as the "Property", to-wit:

LOT 3 OF CERTIFIED SURVEY MAP NO. 8112 AND LOT 2 OF CERTIFIED SURVEY MAP NO. 9592, BEING A REDIVISION OF LOT 1, LOT 2, AND LOT 4 OF CERTIFIED SURVEY MAP NO. 8112, BEING A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWN 6 NORTH, RANGE 21 EAST, IN THE VILLAGE OF HALES CORNERS, MILWAUKEE COUNTY, WISCONSIN.

WHEREAS, portions of the Property are subject to a drainage easement granted by that certain "Easement" recorded in the Milwaukee County Register of Deeds on May 19, 1964 as Document No. 4102693 and that certain "Public Utility and Drainage Easement Agreement" recorded in the Milwaukee County Register of Deeds on August 5, 2009 as Document No. 09776137, both benefiting the Village consisting of an open drainage channel and

WHEREAS, the Owner desires to enclose the open channel within an underground piped storm sewer system and

WHEREAS, this Development Agreement was approved by the Village Board pursuant to Resolution No. _____ on _____, 2025; and

WHEREAS, the Village believes that the orderly, planned development of the Property will best promote the health, safety, and general welfare of the community, and hence is willing to approve the proposed storm sewer system provided that the Owners agree to undertake and assume certain obligations and conditions performed as hereinafter described.

NOW, THEREFORE, in consideration of the aforesaid Village approvals and in consideration of the mutual covenants listed below, the parties agree:

1. Items Prior to Construction. Prior to the commencement of construction of the Storm Sewer System by the Owners, the Owners shall have previously obtained:

- A. The Village Engineer's written approval of all storm water sewer plans and grading and erosion control plans for the enclosure of the existing open drainage channel.
 - B. Receipt of all other pertinent approvals by the Village
- 2. Construction. All Construction of the Storm Sewer System by Owners shall be constructed, installed, and tested at the sole expense of Owners and in accordance with the storm sewer plans approved by the Village.
 - A. In addition, at the Owners' expense, the Village may provide inspection services for the extension of storm sewer upon the Property as necessary.
- 3. Dedication. Upon final approval and acceptance of the Storm Sewer System by the Village Engineer, Owners shall dedicate and convey the Storm Sewer System to the Village, and the Village shall formally accept the dedication and conveyance of the same by way of a Resolution adopted by the Village Board. In addition:
 - A. The Village and Owners shall execute and record a Vacation of Drainage Easement (Document No. 4102693) as per Exhibit A.
 - B. The Village and Owners shall execute and record a Vacation of Public Utility and Drainage Easement Agreement (Document No. 09776137) as per Exhibit B.
 - C. The Village and Owners shall execute and record a Public Utility and Drainage Easement Agreement as per Exhibit C.
- 4. Miscellaneous.
 - A. This Agreement shall be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.
 - B. This Agreement supersedes any and all prior agreements, if any, and may be amended as future improvements, modifications, or expansions may be approved by the Village Board.
 - C. This Agreement shall be recorded by the Village with the Register of Deeds of Milwaukee County.
 - D. The obligations of the Owners shall terminate upon passage of a resolution by the Village Board releasing the Owners from the terms of this Agreement, which resolution may be recorded by the Owners with the Register of Deeds of Milwaukee County.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

In presence of:

MITCHELL W. WIMMER

Name of Witness: _____

By: Mitchell W. Wimmer

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2025, the above-named Mitchell W. Wimmer, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument in his individual capacity.

Notary Public
Milwaukee County, Wisconsin
My commission expires _____

In presence of:

DEBORAH A. WIMMER 2006 REVOCABLE
TRUST DATED MARCH 21, 2006, AS RESTATED

Name of Witness: _____

By: Deborah A. Wimmer, Trustee

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2025, the above-named Deborah A. Wimmer, Trustee of the Deborah A. Wimmer 2006 Revocable Trust dated March 21, 2006, as restated, to me known to be the person who executed the foregoing instrument and to me known to

be such trustee of said revocable trust and acknowledged that she executed the foregoing instrument as such trustee.

Notary Public
Milwaukee County, Wisconsin
My commission expires _____

In the presence of:

VILLAGE OF HALES CORNERS

Name of Witness:

Daniel J. Besson, Village President

Counter-signed by

Sandra M. Kulik, Village Administrator/Clerk

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2025, the above-named Daniel J. Besson, President, and Sandra M. Kulik, Village Administrator/Clerk, to me known to be the persons who executed the foregoing instrument and to be known to be such President and Village Administrator/Clerk of the above-named municipal corporation, VILLAGE OF HALES CORNERS, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No. _____ adopted by the Village Board on the _____ day of _____, 2025.

Notary Public
Milwaukee County, Wisconsin
My commission expires _____

Approved as to form:

Name: _____