Village of Hales Corners

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

James R. Ryan Municipal Building

VILLAGE BOARD - BOARD OF TRUSTEES MEETING

Meeting Notice/Agenda

April 28, 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.

AGENDA

1.0 ROLL CALL/PLEDGE OF ALLEGIANCE

2.0 PUBLIC COMMENT - Comments from the public are limited to three (3) minutes.

3.0 CONSENT AGENDA

3.1 Minutes: April 14, 2025

4.0 STANDING COMMITTEE REPORTS

4.1 Committee of the Whole – J. Chesney

4.1.1 Resolution Authorizing the Issuance and Sale of $4,510,000 Taxable General Obligation Promissory Notes, Series 2025A

4.1.2 Resolution Authorizing the Issuance and Sale of $4,000,000 General Obligation Promissory Notes, Series 2025B

4.1.3 Resolution authorizing certain officials to execute an agreement for construction of the Hales Happiness Water Conversion Project and 2025 Road Construction consisting of 110TH STREET (COPELAND AVE. TO ABBOTT AVE.), 111TH STREET (110TH ST. TO W. ABBOTT AVE.), 113TH STREET (COPELAND AVE. TO W. WOODSIDE DR.), 113TH STREET (COPELAND AVE. TO W. WOODSIDE DR.), 115TH STREET (COPELAND AVE. TO TERMINI), 114TH STREET (COPELAND AVE. TO TERMINI), 116TH STREET (EAST SIDE COPELAND AVE. TO W. WOODSIDE DR.), COPELAND AVENUE (108TH ST. TO 116TH ST.), WEST WOODSIDE DRIVE (116TH ST. TO TERMINI), W. UPHAM AVENUE (111TH ST. TO 113TH ST.), W. ABBOTT AVENUE (113TH ST. TO 115TH ST.), W. MALLORY AVENUE (COPELAND AVE. TO 113TH ST.) AND COPELAND AVENUE (110TH ST. TO 116TH ST.) PROJECT TO MJ CONSTRUCTION

4.1.4 Resolution authorizing certain officials to execute an amendment to the Agreement for Professional Engineering Consulting Services with R.A. Smith National Inc. for the Hales Happiness Subdivision Water System Conversion Project and Roadway Design, Private Property Inspections, Sanitary Televising and Safe Drinking Water Loan Services

4.1.5 Resolution authorizing certain officials to execute Agreement for Professional Engineering Consulting Services with R.A. Smith National Inc. for the Hales

Happiness Subdivision Water System Conversion Project Construction Supervision and Management Services

4.1.6 Amend – RA Smith for HHWTR

5.0 SPECIAL COMMITTEE REPORTS

6.0 VILLAGE OFFICIALS REPORT

6.1 Purchase orders

6.2 Update on Health Department organization and recommended hours of operation

6.3 First Quarter 2025 Financial Results

6.4 Resolution authorizing certain officials to execute an agreement for underground electric and communications easement with Wisconsin Electric Power Company, Spectrum Mid-American, LLC. and Wisconsin Bell, Inc, doing business as AT&T Wisconsin

6.5 Request for financial support by Whitnall Youth Baseball for repairs to electrical improvements and repairs

7.0 VILLAGE PRESIDENTS REPORT

7.1 Resolution confirming trustee liaison & member appointments to various boards, commissions & committees

7.2 Recommendation and Approval of President Pro-Tem through April 2026

8.0 ADJOURNMENT

Sandra M Kulik

Sandra M. Kulik, Administrator
April 24, 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 D. Besson called the meeting to order at 6:45 p.m.

1.0 ROLL CALL –Trustees: M. Bennett, J. Chesney, T. Brinkmeier, M. Eternicka, K. Meleski and I. Thomson. Staff: Administrator S. Kulik and Village Attorney J. Wesolowski. Audience (2).

2.0 PUBLIC COMMENT – none.

3.0 CONSENT AGENDA

3.1 Minutes: March 24, 2025 – Motion (Chesney, Meleski) to approve as presented; motion passes unanimously.

3.2 Approval of claims paid with the March 2025 Check Register: $530,092.79; Motion (Chesney, Meleski) to approve; motion passes unanimously.

3.3 Approval of claims paid with March 2025 PCard; $30,520.55: Motion (Chesney, Meleski) to approve; motion passes unanimously.

3.4 Approval of payrolls for the periods ending 02/28/2025 ($153,890.34) and 03/14/2025 ($157,159.76). Motion (Chesney, Meleski) to approve; motion passes unanimously.

3.5 Motion (Chesney, Meleski) to approve cancellation of Stericycle Sharps Agreement and discontinue sharps disposal operations;

4.0 STANDING COMMITTEE REPORTS

4.1 Committee of the Whole – J. Chesney

4.1.1 Motion (Chesney, Meleski) to approve Resolution 25-14 confirming member reappointments to the Library Board (N. Wilkes, J. Just, L. Komas), Plan Commission (C. Stipe, P. Fedele, N Brody), Community Development Authority (R. Stollenwerk, J. Just), Board of Review (N. Brody), Historic Preservation Committee (A. Strekow, J. Bruening) and Board of Ethics (C. Rynders); motion passes unanimously.

4.2.1 Motion (Chesney, Meleski) to approve Resolution 25-15 repealing Resolution 25-04 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; motion passes unanimously.

5.0 VILLAGE OFFICIALS REPORT

5.1 Public Works Project Manager

5.1.1 – Patrol Truck Purchase update – S. Kulik reported on request.

5.1.1 Motion (Meleski, Chesney) to approve Resolution 25-16 authorizing certain officials to execute an agreement for purchase of a Public Works 4 wheel drive pickup truck with Ewald Automotive; motion passes unanimously.

5.2 Village Administrator

5.2.1 Purchase Orders Issued – S. Kulik reported. No action required.

5.2.2 Massage License Establishments: Black Lotus Massage and Wellness LLC, Ashley Barrette, 10731 W. Forest Home Ave. Ste 201 – S. Kulik reported. **Motion** (Chesney, Eternicka) to approve; motion passes unanimously.

5.2.3 Presentation by Carol Wirth, Wisconsin Public Finance Professionals regarding 4/28/25 proposed note sale. – C. Wirth presented updated financial estimates for proposed borrowing. She reported on volatility and uncertainty in the market which resulted in a .25% increase in interest projected rates. She reported that the market has sold a very similar note from a Wisconsin Municipality early in the day which resulted in her updated projections. As there is still two weeks from sale date, the market conditions continue to play a factor in the overall sale but that the issue early in the day had resulted in five qualified bidders and was a good response. She further reported that the Village note issuance will be bank qualified debt which allows for banks to bid on the sale and they are historically more stable than other markets. No additional action needed at this time.

6.0 VILLAGE PRESIDENTS REPORT

6.1 MMSD/ICC Meeting, April 14, 2025 – D. Besson reported.

7.0 ADJOURNMENT – **Motion** (Meleski, Bennett) to adjourn at 8:03 p.m.; motion passes unanimously.

Sandra M. Kulik, Administrator/Clerk

RESOLUTION NO. ______

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF $4,510,000 TAXABLE GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2025A

WHEREAS, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Hales Corners, Milwaukee County, Wisconsin (the "Village") to raise funds for public purposes, including paying the cost of replacing the water distribution system in the Hales Happiness subdivision (the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes (the "Notes") for such public purposes;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the Notes on a taxable rather than tax-exempt basis;

WHEREAS, the Village has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, WPFP, in consultation with the officials of the Village, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on April 28, 2025;

WHEREAS, the Village Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on April 28, 2025;

WHEREAS, the Village has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Village. WPFP has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by WPFP are hereby ratified and approved in all respects. All actions taken by officers of the Village and WPFP in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FOUR MILLION FIVE HUNDRED TEN THOUSAND DOLLARS ($4,510,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rate set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2025A"; shall be issued in the aggregate principal amount of $4,510,000; shall be dated May 19, 2025; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rate per annum and mature on May 1, 2026 as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable at maturity. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes shall be subject to redemption prior to maturity, at the option of the Village, on December 1, 2025 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the year 2025 for the payments due in the year 2026 in the amount set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Notes, Series 2025A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes

("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the Village Clerk or the Village Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 13. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The Village covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") required by the Rule to provide continuing disclosure of timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 15. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 16. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 28, 2025.

____

Daniel Besson
President

ATTEST:

____

Sandra M. Kulik
Village Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT B

<u>Bid Tabulation</u>

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT E

(Form of Note)

	UNITED STATES OF AMERICA	
REGISTERED	STATE OF WISCONSIN	DOLLARS
	MILWAUKEE COUNTY	
NO. R-___	VILLAGE OF HALES CORNERS	$______

TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
May 1, 2026	May 19, 2025	____%	______

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: ______________________ THOUSAND DOLLARS
($__________)

FOR VALUE RECEIVED, the Village of Hales Corners, Milwaukee County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable at maturity. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Village Clerk or Village Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of $4,510,000, all of which are of like tenor, except as to denomination, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of replacing the water distribution system in the Hales Happiness subdivision, as authorized by a resolution adopted on April 28, 2025. Said resolution is recorded in the official minutes of the Village Board for said date.

The Notes are subject to redemption prior to maturity, at the option of the Village, on December 1, 2025 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation and date of the Notes called for redemption, CUSIP number, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Hales Corners, Milwaukee County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF HALES CORNERS
MILWAUKEE COUNTY, WISCONSIN

By: ______________________________
Daniel Besson
President

(SEAL)

By: ______________________________
Sandra M. Kulik
Village Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

____

(Name and Address of Assignee)

____

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints ________________________________, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________

Signature Guaranteed:

____

(e.g. Bank, Trust Company or Securities Firm)

____

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

____

(Authorized Officer)

4.1.2

RESOLUTION NO. ______

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF $4,000,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2025B

WHEREAS, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Hales Corners, Milwaukee County, Wisconsin (the "Village") to raise funds for public purposes, including paying the cost of street improvement projects and library improvements (collectively, the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes (the "Notes") for such public purposes;

WHEREAS, the Village has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, WPFP, in consultation with the officials of the Village, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on April 28, 2025;

WHEREAS, the Village Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on April 28, 2025;

WHEREAS, the Village has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the Village. WPFP has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by WPFP are hereby ratified and approved in all respects. All actions taken by officers of the Village and WPFP in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FOUR MILLION DOLLARS ($4,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2025B"; shall be issued in the aggregate principal amount of $4,000,000; shall be dated May 19, 2025; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2026. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on March 1, 2036 and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on March 1, 2035 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2025 through 2044 for the payments due in the years 2026 through 2045 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2025B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the Village Clerk or the Village Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 18. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 28, 2025.

Daniel Besson
President

ATTEST:

Sandra M. Kulik
Village Clerk

(SEAL)

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

EXHIBIT E

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA STATE OF WISCONSIN MILWAUKEE COUNTY	DOLLARS
NO. R-___	VILLAGE OF HALES CORNERS	$_______

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2025B

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
March 1, _____	May 19, 2025	____%	______

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: ______________________ THOUSAND DOLLARS
($__________)

FOR VALUE RECEIVED, the Village of Hales Corners, Milwaukee County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2026 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the Village Clerk or Village Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of $4,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street improvement projects and library improvements, as authorized by a resolution adopted on April 28, 2025. Said resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on March 1, 2036 and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, 2035 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of $5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Hales Corners, Milwaukee County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF HALES CORNERS
MILWAUKEE COUNTY, WISCONSIN

By: ______________________________
Daniel Besson
President

(SEAL)

By: ______________________________
Sandra M. Kulik
Village Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

____

(Name and Address of Assignee)

____

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints __________________________________, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ____________________

Signature Guaranteed:

____

(e.g. Bank, Trust Company
or Securities Firm)

____

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

____

(Authorized Officer)

4.1.3

STATE OF WISCONSIN VILLAGE OF HALES CORNERS MILWAUKEE COUNTY

RESOLUTION NO. 25 - XX

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT FOR CONSTRUCTION OF THE 2025 HALES HAPPINESS WATER CONVERSION PROJECT AND 2025 ROAD CONSTRUCTION CONSISTING OF 110^{TH} STREET (COPELAND AVE. TO ABBOTT AVE.), 111^{TH} STREET (110^{TH} ST. TO W. ABBOTT AVE.), 113^{TH} STREET (COPELAND AVE. TO W. WOODSIDE DR.), 113^{TH} STREET (COPELAND AVE. TO W. WOODSIDE DR.), 115^{TH} STREET (COPELAND AVE. TO TERMINI), 114^{TH} STREET (COPELAND AVE. TO TERMINI), 116^{TH} STREET (EAST SIDE COPELAND AVE. TO W. WOODSIDE DR.), COPELAND AVENUE (108^{TH} ST. TO 116^{TH} ST.), WEST WOODSIDE DRIVE (116^{TH} ST. TO TERMINI), W. UPHAM AVENUE (111^{TH} ST. TO 113^{TH} ST.), W. ABBOTT AVENUE (113^{TH} ST. TO 115^{TH} ST.), W. MALLORY AVENUE (COPELAND AVE. TO 113^{TH} ST.) AND COPELAND AVENUE (110^{TH} ST. TO 116^{TH} ST.) PROJECT TO MJ CONSTRUCTION

WHEREAS, the Village let for bids the 2025 Hales Happiness Water Conversion Project and 20205 Road Construction Project Sewer Rehabilitation Fund project for the Lory Lane, Garden Court and Whitnall Way sanitary lift stations; and

WHEREAS, MJ Construction was the lowest responsible bidder upon such project, and the consulting engineers to the Village for the projects, R.A. Smith, Inc., the Village Engineer, and the Village Public Works Committee having recommended award of the contract to MJ Construction., the lowest responsible bidder; and

WHEREAS, the Village Board having determined that such contract award and project performance is necessary to protect the health, safety, and welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Hales Corners, Wisconsin, that the Agreement for the 2025 Hales Happiness Water Conversion Project and 2025 Road Program as outlined above for 110^{th} Street, 111^{th} Street, 113^{th} Street, 114^{th} Street, 115^{th} Street, 116^{th} Street, W. Woodside Drive, W. Upham Avenue, W. Abbott Avenue, W. Mallory Avenue and Copeland Avenue projects, be and the same is hereby approved and awarded to Sabel Mechanical LLC., in the amount of $7,130,616.

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

PASSED AND ADOPTED this ______th day of __________, 2024

____
Daniel J. Besson, Village President

(VILLAGE SEAL)

____
Sandra M. Kulik, Administrator/Clerk

raSmith

CREATIVITY BEYOND ENGINEERING

MEMORANDUM

DATE: February 26, 2025

TO: Sandy Kulic, Administrator/Clerk, Village of Hales Corners

FR: Troy Hartjes, Senior Project Manager, raSmith

CC: Steve Houte, Department of Public Works Manager, Village of Hales Corners

RE: Hales Happiness Low Bidder

Upon completing the design and the advertising of the projects for contractors to review the plans, bids for the above referenced project were received until 9:00 a.m. on February 26, 2025.

A total of five (5) bids were received for this project. The base bids ranged from $7, 130,616 to $9,389,121. MJ Construction was the low bid at $7,130,616. The engineers estimate for the project was $17,766,115. The bid tabs for each of the alternate bids are attached for reference.

We have worked with MJ Construction on multiple projects in the past and they have confirmed they are ready and excited to work on the project. They have familiarity with Milwaukee Water Works and the requirements for the installation of the water main, and therefore upon the proper vetting and time for the official award of the project, we believe MJ Construction will be the contractor for this project.

Hales Happiness Water Main Conversion (#9470867)
Owner: Village of Hales Corners
raSmith Project Number: 2243000
Bid Opening: 02/26/2025 09:00 AM CST

				MJ Construction, Inc.		Mid City Corporation		Dorner Inc.		Globe Contractors, Inc.		American Sewer Services, Inc.	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Section 1: Water Main													
1	16" Ductile Iron Water Main with Granular Backfill	LF	1210	$225.00	$272,250.00	$285.00	$344,850.00	$350.00	$423,500.00	$370.00	$447,700.00	$300.00	$363,000.00
2	8" Ductile Iron Water Main with Granular Backfill	LF	11292	$165.00	$1,863,180.00	$247.00	$2,789,124.00	$200.00	$2,258,400.00	$216.00	$2,439,072.00	$265.00	$2,992,380.00
3	6" Ductile Iron Water Main with Granular Backfill	LF	570	$160.00	$91,200.00	$243.00	$138,510.00	$175.00	$99,750.00	$180.00	$102,600.00	$216.00	$123,120.00
4	16" Butterfly Valve with Valve Box	EA	3	$9,000.00	$27,000.00	$12,500.00	$37,500.00	$8,570.00	$25,710.00	$9,200.00	$27,600.00	$10,000.00	$30,000.00
5	8" Gate Valve with Valve Box	EA	28	$3,000.00	$84,000.00	$3,500.00	$98,000.00	$3,810.00	$106,680.00	$4,000.00	$112,000.00	$8,500.00	$238,000.00
6	Hydrant Assembly	EA	27	$3,300.00	$89,100.00	$6,750.00	$182,250.00	$9,090.00	$245,430.00	$12,000.00	$324,000.00	$17,300.00	$467,100.00
7	Connect to Existing 8 Water Main	EA	4	$8,500.00	$34,000.00	$12,500.00	$50,000.00	$2,500.00	$10,000.00	$5,000.00	$20,000.00	$15,000.00	$60,000.00
8	Connect to Existing 16 Water Main	EA	1	$9,500.00	$9,500.00	$28,500.00	$28,500.00	$5,175.00	$5,175.00	$5,000.00	$5,000.00	$20,000.00	$20,000.00
9	1" Water Service Piping (Copper) (ROS-Open Cut or Trenchless)	LF	5776	$135.00	$779,760.00	$120.00	$693,120.00	$147.00	$849,072.00	$155.00	$895,280.00	$130.00	$750,880.00
10	1" Corp., Curb Stop & Box (Service Fittings) (ROS)	EA	188	$700.00	$131,600.00	$1,750.00	$329,000.00	$1,250.00	$235,000.00	$800.00	$150,400.00	$2,000.00	$376,000.00
11	Insulation (Contingent)	LF	2500	$5.00	$12,500.00	$5.00	$12,500.00	$22.00	$55,000.00	$8.00	$20,000.00	$5.00	$12,500.00
12	Remove Existing Hydrant Assembly	EA	12	$500.00	$6,000.00	$750.00	$9,000.00	$600.00	$7,200.00	$1,000.00	$12,000.00	$400.00	$4,800.00
13	Abandon Valve	EA	22	$150.00	$3,300.00	$250.00	$5,500.00	$350.00	$7,700.00	$300.00	$6,600.00	$400.00	$8,800.00
14	Water Main Offset (8" Main) - Contingent Bid Item	EA	3	$25,000.00	$75,000.00	$7,000.00	$21,000.00	$11,650.00	$34,950.00	$14,000.00	$42,000.00	$5,000.00	$15,000.00
15	Water Main Offset (16" Main) - Contingent Bid Item	EA	3	$30,000.00	$90,000.00	$12,000.00	$36,000.00	$35,175.00	$105,525.00	$30,000.00	$90,000.00	$5,000.00	$15,000.00
16	Erosion Control	LS	1	$2,500.00	$2,500.00	$15,000.00	$15,000.00	$36,550.00	$36,550.00	$13,000.00	$13,000.00	$10,000.00	$10,000.00
17	Traffic Control and Construction Staging/Testing	LS	1	$5,000.00	$5,000.00	$50,000.00	$50,000.00	$100,000.00	$100,000.00	$60,000.00	$60,000.00	$10,000.00	$10,000.00
	Section 1 Total:				**$3,575,890.00**		**$4,839,854.00**		**$4,605,642.00**		**$4,767,252.00**		**$5,496,580.00**
Section 2: Private Side Water Service													
18	1" Private Water Service, Open Cut (Estimated-Contingent)	LF	350	$120.00	$42,000.00	$160.00	$56,000.00	$175.00	$61,250.00	$140.00	$49,000.00	$100.00	$35,000.00
19	1" Private Water Service, Trenchless (Estimated-Contingent)	LF	350	$119.00	$41,650.00	$160.00	$56,000.00	$175.00	$61,250.00	$150.00	$52,500.00	$200.00	$70,000.00
20	Connect to Interior Plumbing - With Existing Meter Horn (Meter Supplied by Others)-incl. up to 5 piping	EA	17	$1,000.00	$17,000.00	$1,650.00	$28,050.00	$1,100.00	$18,700.00	$2,000.00	$34,000.00	$600.00	$10,200.00
21	Connect to Interior Plumbing - Without Existing Meter Horn (Contractor to Install New Meter Horn; Meter supplied by others)-incl. up to 5 piping	EA	171	$1,250.00	$213,750.00	$2,550.00	$436,050.00	$1,625.00	$277,875.00	$2,000.00	$342,000.00	$1,500.00	$256,500.00
22	Interior 3/4" or 1" Copper Piping-Internal Plumbing, (Estimated amount)	LF	300	$25.00	$7,500.00	$25.00	$7,500.00	$55.00	$16,500.00	$20.00	$6,000.00	$15.00	$4,500.00
23	Reconnect at Curb Stop	EA	188	$750.00	$141,000.00	$1.00	$188.00	$500.00	$94,000.00	$100.00	$18,800.00	$1,000.00	$188,000.00
24	Finished Basement Restoration (Estimated)	EA	10	$500.00	$5,000.00	$100.00	$1,000.00	$550.00	$5,500.00	$5,000.00	$50,000.00	$5,000.00	$50,000.00
25	Remove and Replace Driveway (Est.-only due to water service)	SY	400	$75.00	$30,000.00	$40.00	$16,000.00	$40.00	$16,000.00	$75.00	$30,000.00	$80.00	$32,000.00
26	Lawn and Landscaping Restoration (Private Side Only)	SY	6000	$10.00	$60,000.00	$2.00	$12,000.00	$9.00	$54,000.00	$9.00	$54,000.00	$12.00	$72,000.00
27	Replace Sanitary Lateral (when necessary due to water service conflict)	LF	600	$150.00	$90,000.00	$50.00	$30,000.00	$150.00	$90,000.00	$160.00	$96,000.00	$85.00	$51,000.00
28	Pre/Post Sanitary Lateral Televising	EA	188	$350.00	$65,800.00	$600.00	$112,800.00	$390.00	$73,320.00	$400.00	$75,200.00	$400.00	$75,200.00
29	MWW Meter/Permit/Coordination	EA	188	$500.00	$94,000.00	$600.00	$112,800.00	$1,000.00	$188,000.00	$800.00	$150,400.00	$1,000.00	$188,000.00
30	Pressure Testing Existing Copper Service	EA	30	$100.00	$3,000.00	$500.00	$15,000.00	$500.00	$15,000.00	$250.00	$7,500.00	$1,000.00	$30,000.00
	Section 2 Total:				**$810,700.00**		**$883,388.00**		**$971,395.00**		**$965,400.00**		**$1,062,400.00**
Section 3: Roadway - Mill & Overlay (116th Street, 110th Street, 113th Street, and Copeland Avenue)													
31	Mill & Overlay (Partial Depth)	SY	15930	$2.50	$39,825.00	$2.48	$39,506.40	$2.50	$39,825.00	$2.50	$39,825.00	$3.00	$47,790.00
32	Full-Depth Sawcut	LF	3900	$1.00	$3,900.00	$1.25	$4,875.00	$3.00	$11,700.00	$1.00	$3,900.00	$1.50	$5,850.00

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				MJ Construction, Inc.		Mid City Corporation		Dorner Inc.		Globe Contractors, Inc.		American Sewer Services, Inc.	
Item No.	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
33	HMA Pavement (4 MT 58-28 S) (1.75")	TON	1900	$84.00	$159,600.00	$85.50	$162,450.00	$87.60	$166,440.00	$82.00	$155,800.00	$90.00	$171,000.00
34	Removing Driveways	SY	1070	$8.00	$8,560.00	$10.00	$10,700.00	$8.00	$8,560.00	$7.00	$7,490.00	$5.00	$5,350.00
35	Removing Driveway Culverts	EA	41	$3.00	$123.00	$500.00	$20,500.00	$300.00	$12,300.00	$200.00	$8,200.00	$200.00	$8,200.00
36	8" HDPE Driveway Culvert (37)	LF	932	$85.00	$79,220.00	$40.00	$37,280.00	$66.00	$61,512.00	$70.00	$65,240.00	$80.00	$74,560.00
37	9" X 14" CMP Driveway Culvert (3)	LF	70	$86.00	$6,020.00	$50.00	$3,500.00	$88.00	$6,160.00	$92.00	$6,440.00	$85.00	$5,950.00
38	20" X 28" CMP Driveway Culvert (2)	LF	50	$87.00	$4,350.00	$90.00	$4,500.00	$122.00	$6,100.00	$162.00	$8,100.00	$120.00	$6,000.00
39	29" X 42" CMP Cross Culvert (2)	LF	100	$88.00	$8,800.00	$250.00	$25,000.00	$172.00	$17,200.00	$250.00	$25,000.00	$500.00	$50,000.00
40	9"x14" CMP Cross Culvert (2)	LF	84	$89.00	$7,476.00	$115.00	$9,660.00	$80.00	$6,720.00	$92.00	$7,728.00	$110.00	$9,240.00
41	13" X 17" CMP Cross Culvert (1)	LF	40	$90.00	$3,600.00	$135.00	$5,400.00	$124.00	$4,960.00	$122.00	$4,880.00	$100.00	$4,000.00
42	Ditching	LF	56	$25.00	$1,400.00	$100.00	$5,600.00	$50.00	$2,800.00	$30.00	$1,680.00	$100.00	$5,600.00
43	8" Perforated PVC Low Flow Piping	LF	4542	$65.00	$295,230.00	$45.00	$204,390.00	$60.00	$272,520.00	$66.00	$299,772.00	$60.00	$272,520.00
44	4" Sump Pump Lateral (5' stub)	EA	32	$350.00	$11,200.00	$500.00	$16,000.00	$700.00	$22,400.00	$300.00	$9,600.00	$350.00	$11,200.00
45	Connection to Existing Sump Pump Discharge (estimated)	EA	16	$250.00	$4,000.00	$250.00	$4,000.00	$350.00	$5,600.00	$150.00	$2,400.00	$500.00	$8,000.00
46	Field Inlet	EA	29	$2,200.00	$63,800.00	$1,200.00	$34,800.00	$2,600.00	$75,400.00	$1,600.00	$46,400.00	$2,000.00	$58,000.00
47	Sanitary Manhole Adjustment	EA	10	$850.00	$8,500.00	$1,200.00	$12,000.00	$700.00	$7,000.00	$850.00	$8,500.00	$700.00	$7,000.00
48	Rip Rap	CY	6	$150.00	$900.00	$150.00	$900.00	$180.00	$1,080.00	$300.00	$1,800.00	$500.00	$3,000.00
49	Connect To Existing Storm Sewer/Structure	EA	3	$750.00	$2,250.00	$750.00	$2,250.00	$1,325.00	$3,975.00	$500.00	$1,500.00	$500.00	$1,500.00
50	Pavement Marking, Epoxy, 4" Edge Line	LF	7891	$1.00	$7,891.00	$0.77	$6,076.07	$0.80	$6,312.80	$0.80	$6,312.80	$1.20	$9,469.20
51	Pavement Marking, Epoxy, 4" Centerline	LF	8657	$1.00	$8,657.00	$0.77	$6,665.89	$0.80	$6,925.60	$0.80	$6,925.60	$1.20	$10,388.40
52	Pavement Marking, Epoxy, 18" Stop Bar	LF	149	$20.00	$2,980.00	$20.00	$2,980.00	$19.40	$2,890.60	$20.00	$2,980.00	$20.00	$2,980.00
53	Pavement Marking, Epoxy, Cross Walk Special	LF	56	$25.00	$1,400.00	$22.00	$1,232.00	$21.50	$1,204.00	$25.00	$1,400.00	$25.00	$1,400.00
	Section 3 Total:				**$729,682.00**		**$620,265.36**		**$749,585.00**		**$721,873.40**		**$778,997.60**
Section 4: Roadway (Pulverize & Relay)													
54	Pulverize & Regrade	SY	22674	$2.50	$56,685.00	$2.15	$48,749.10	$2.50	$56,685.00	$2.20	$49,882.80	$2.50	$56,685.00
55	Full-Depth Sawcut	LF	2340	$1.00	$2,340.00	$1.25	$2,925.00	$3.00	$7,020.00	$1.00	$2,340.00	$1.50	$3,510.00
56	Removing Driveways	SY	3500	$5.00	$17,500.00	$10.00	$35,000.00	$9.00	$31,500.00	$7.00	$24,500.00	$5.00	$17,500.00
57	Removing Driveway Culverts	EA	113	$100.00	$11,300.00	$500.00	$56,500.00	$300.00	$33,900.00	$200.00	$22,600.00	$200.00	$22,600.00
58	Excavation Below Subgrade - 18" (40% of Roadway Area)	CY	4373	$19.00	$83,087.00	$19.28	$84,311.44	$19.80	$86,585.40	$20.00	$87,460.00	$20.00	$87,460.00
59	Crushed Aggregate 3-Inch (EBS)	TON	9620	$18.00	$173,160.00	$18.50	$177,970.00	$19.60	$188,552.00	$19.00	$182,780.00	$20.00	$192,400.00
60	HMA Pavement (3 LT 58-28 S) (2.25")	TON	3100	$80.00	$248,000.00	$81.80	$253,580.00	$83.80	$259,780.00	$80.00	$248,000.00	$85.00	$263,500.00
61	HMA Pavement (4 LT 58-28 S) (1.75")	TON	3000	$84.00	$252,000.00	$84.67	$254,010.00	$86.80	$260,400.00	$82.00	$246,000.00	$90.00	$270,000.00
62	8" HDPE Driveway Culvert (105)	LF	2642	$75.00	$198,150.00	$40.00	$105,680.00	$58.00	$153,236.00	$70.00	$184,940.00	$80.00	$211,360.00
63	9" X 14" CMP Driveway Culvert (7)	LF	149	$80.00	$11,920.00	$50.00	$7,450.00	$80.00	$11,920.00	$92.00	$13,708.00	$85.00	$12,665.00
64	9"x14" CMP Cross Culvert (1)	LF	45	$85.00	$3,825.00	$60.00	$2,700.00	$99.00	$4,455.00	$92.00	$4,140.00	$110.00	$4,950.00
65	13" X 17" CMP Driveway Culvert (2)	LF	136	$90.00	$12,240.00	$65.00	$8,840.00	$85.00	$11,560.00	$122.00	$16,592.00	$100.00	$13,600.00
66	Ditching	LF	720	$25.00	$18,000.00	$55.00	$39,600.00	$30.00	$21,600.00	$30.00	$21,600.00	$20.00	$14,400.00
67	8" Perforated PVC Low Flow Piping	LF	10048	$65.00	$653,120.00	$45.00	$452,160.00	$60.00	$602,880.00	$66.00	$663,168.00	$60.00	$602,880.00
68	4" Sump Pump Lateral (5' stub)	EA	105	$350.00	$36,750.00	$500.00	$52,500.00	$614.00	$64,470.00	$300.00	$31,500.00	$350.00	$36,750.00
69	Connection to Existing Sump Pump Discharge (estimated)	EA	50	$250.00	$12,500.00	$250.00	$12,500.00	$350.00	$17,500.00	$150.00	$7,500.00	$500.00	$25,000.00
70	Field Inlet	EA	72	$2,200.00	$158,400.00	$1,200.00	$86,400.00	$2,600.00	$187,200.00	$1,600.00	$115,200.00	$2,000.00	$144,000.00
71	Sanitary Manhole Chimney Reconstruction	EA	25	$950.00	$23,750.00	$2,450.00	$61,250.00	$1,000.00	$25,000.00	$2,200.00	$55,000.00	$1,000.00	$25,000.00
72	Rip Rap	CY	6	$150.00	$900.00	$150.00	$900.00	$180.00	$1,080.00	$300.00	$1,800.00	$500.00	$3,000.00
73	Connect To Existing Storm Sewer/Structure	EA	2	$750.00	$1,500.00	$750.00	$1,500.00	$1,325.00	$2,650.00	$500.00	$1,000.00	$500.00	$1,000.00
74	Street ID Sign	EA	9	$350.00	$3,150.00	$325.00	$2,925.00	$339.00	$3,051.00	$200.00	$1,800.00	$350.00	$3,150.00
75	R1-1, 30"x30" HIP Stop Sign and Post	EA	6	$500.00	$3,000.00	$510.00	$3,060.00	$525.00	$3,150.00	$400.00	$2,400.00	$550.00	$3,300.00
76	R1-2, 30"x30", HIP, Yield Sign and Post	EA	5	$525.00	$2,625.00	$540.00	$2,700.00	$555.00	$2,775.00	$400.00	$2,000.00	$575.00	$2,875.00
77	R1-4, 18"x6", HIP, All-way sign and Post	EA	4	$600.00	$2,400.00	$625.00	$2,500.00	$630.00	$2,520.00	$300.00	$1,200.00	$650.00	$2,600.00
78	R2-1, 18"x24" HIP, 25 MPH Sign and Post	EA	2	$500.00	$1,000.00	$485.00	$970.00	$500.00	$1,000.00	$300.00	$600.00	$500.00	$1,000.00

				MJ Construction, Inc.		Mid City Corporation		Dorner Inc.		Globe Contractors, Inc.		American Sewer Services, Inc.	
Item No.	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
79	W14-2, 30"x30", HIP No Outlet Sign and Post	EA	1	$500.00	$500.00	$510.00	$510.00	$525.00	$525.00	$400.00	$400.00	$550.00	$550.00
80	W1-7, 24"x48", HIP Double Night Arrow Sign and Post	EA	1	$600.00	$600.00	$625.00	$625.00	$630.00	$630.00	$500.00	$500.00	$650.00	$650.00
81	Mailbox Relocation (Estimated)	EA	30	$350.00	$10,500.00	$400.00	$12,000.00	$300.00	$9,000.00	$100.00	$3,000.00	$350.00	$10,500.00
82	Pavement Marking, Epoxy, 4" Edge Line	LF	14082	$1.00	$14,082.00	$0.77	$10,843.14	$0.80	$11,265.60	$0.80	$11,265.60	$1.20	$16,898.40
83	Pavement Marking, Epoxy, 18" Stop Bar	LF	68	$20.00	$1,360.00	$20.00	$1,360.00	$19.40	$1,319.20	$20.00	$1,360.00	$20.00	$1,360.00
	Section 4 Total:				**$2,014,344.00**		**$1,782,018.68**		**$2,063,209.20**		**$2,004,236.40**		**$2,051,143.40**
	Sections 1, 2, 3 and 4 Total:				**$7,130,616.00**		**$8,125,526.04**		**$8,389,831.20**		**$8,458,761.80**		**$9,389,121.00**
Alternate A Bid													
A1	Petromat	SY	15930	$5.00	$79,650.00	$4.58	$72,959.40	$5.00	$79,650.00	$5.00	$79,650.00	$6.00	$95,580.00
	Alternate A Total:				**$79,650.00**		**$72,959.40**		**$79,650.00**		**$79,650.00**		**$95,580.00**

4.1.4

STATE OF WISCONSIN   VILLAGE OF HALES CORNERS   MILWAUKEE COUNTY

RESOLUTION NO. 25-xx

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AMENDEMENT TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH R.A. SMITH NATIONAL, INC. FOR THE HALES HAPPINESS SUBDIVISION WATER SYSTEM CONVERSION PROJECT FOR ROADWAY DESIGN, PRIVATE PROPERTY INSPECTIONS, SANITARY TELEVISING AND SAFE DRINKING WATER LOAN SERVICES

WHEREAS, the Village executed Resolution 24-06 in response to a bid award for the Hales Happiness Water System Conversion project; and

WHEREAS, the design scope was increased to include private home inspections to address the potential for lead lines and capacity matters, sanitary sewer televising, roadway design to address project area and assistance with application of a Safe Drinking Water Loan (SDWL) process; and

WHEREAS, R.A. Smith National, Inc., a professional engineering consulting company, has proposed to provide all services identified for road design, sewer televising, private property inspections and SDWL applications for a lump sum, not to exceed fee of $146,500 as detailed in Attachment A of the Agreement; and

WHEREAS, the Village Board having found such proposal by R.A. Smith National, Inc. to be reasonable and necessary.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Hales Corners, Wisconsin, that an amendment to the Agreement for Professional Engineering Consulting Services with R.A. Smith National, Inc., for the design of the Hales Happiness Subdivision Water System Conversion, 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

____
Sandra M. Kulik, Administrator/Clerk

STATE OF WISCONSIN   VILLAGE OF HALES CORNERS   MILWAUKEE COUNTY

RESOLUTION NO. 25-xx

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AMENDEMENT TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH R.A. SMITH NATIONAL, INC. FOR THE HALES HAPPINESS SUBDIVISION WATER SYSTEM CONVERSION PROJECT FOR ROADWAY DESIGN, PRIVATE PROPERTY INSPECTIONS, SANITARY TELEVISING AND SAFE DRINKING WATER LOAN SERVICES

WHEREAS, the Village executed Resolution 24-06 in response to a bid award for the Hales Happiness Water System Conversion project; and

WHEREAS, the design scope was increased to include private home inspections to address the potential for lead lines and capacity matters, sanitary sewer televising, roadway design to address project area and assistance with application of a Safe Drinking Water Loan (SDWL) process; and

WHEREAS, R.A. Smith National, Inc., a professional engineering consulting company, has proposed to provide all services identified for road design, sewer televising, private property inspections and SDWL applications for a lump sum, not to exceed fee of $146,500 as detailed in Attachment A of the Agreement; and

WHEREAS, the Village Board having found such proposal by R.A. Smith National, Inc. to be reasonable and necessary.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Hales Corners, Wisconsin, that an amendment to the Agreement for Professional Engineering Consulting Services with R.A. Smith National, Inc., for the design of the Hales Happiness Subdivision Water System Conversion, 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

____
Sandra M. Kulik, Administrator/Clerk

raSmith
CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.
W62 N588 Washington Avenue, Suite 201
Cedarburg, WI 53012-2074
(262) 781-1000 | rasmith.com

CHANGE ORDER #1

Date:	February 25, 2025
Project Number:	2243000
Project Name:	Hales Happiness Water Main Conversion
Client:	Village of Hales Corners
Address:	5635 S. New Berlin Road

Attention:	Ms. Sandra M. Kulik
Title:	Administrator
E-Mail:	skulik@halescorners.org

SCOPE OF WORK

The original proposal/contract for the design of the Hales Happiness Water Conversion, from January of 2024, included various tasks and costs, most notable for the design of the water main throughout the Hales Happiness Trust. The scope did also include various other tasks such as permitting (including PSC, DNR and Milwaukee Water Works), Public Informational Meetings, Coordination with Private Property Owners, Geotechnical, Funding research and potential applications. The original proposal, with the geotechnical, was $229,412. As what can sometimes be expected with projects of this magnitude and moving parts, various additional tasks arise. Some are unexpected, while some are additional items that will overall make the project better, whether due to timing or overall constructability (such as including roadway designs). Through the bidding phase (advertised to bid in Late January and opening bids February 26th, 2025), we have identified the following tasks that still remain as part of the original budget, tasks that were not required as part of the original budget and then additional scope items completed as part of the final bid package.

1) **PSC Application: We coordinated with the PSC and exchanged project information, but the PSC determined that an approval from the PSC was not required. Credit of $2,500.**
2) **Original Items that were within the original scope but not completed to date:**
    a. **Final Property Agreements (one letter, sent to all, for basement access): Approximately 8 hours, $1,200**
    b. **One More Public Information Meeting: Approximately $1,000**
    c. **Intent to Apply for the DNR Safe Drinking Water Loan (if it moves forward): Typically 8 hours to gather and on-line application, about $1,200**
    d. **DNR Notice of Intent (erosion control permit): About $1,000**

    Total Amount Left to Complete: $4,400

3) **Additional scope items that were not in the original agreement:**
    a. **Sanitary Televising (determine existing sanitary condition to determine if any sanitary relay is needed in advance of the roadway replacement, includes the televising and coordination): $19,500**
    b. **Roadway Design and Reconstructions, including ditching and culvert replacements, final bid documents (plan, profiles, details and specifications): $91,000 (as a reference point the roadway budget for 2023/24 roads was about $165,000)**
    c. **House Inspections: Determine existing plumbing set-up for bid documents and determine if lead services exist and if house is plumbed for meter installation: $20,000**
    d. **Culvert Inspections: Review existing driveway culverts to determine condition and need for replacement: $2,500**
    e. **Milwaukee Water Works and IGA items: Although we knew we would need a permit with Milwaukee Water Works, there were additional meetings and dealings with Milwaukee Water Works and the city of Milwaukee as we researched and determined the loan funding requirements: $6,000**
    f. **Assessmenet Schedules: Determine final assessments and assessment schedules: $7,500 (started but have to complete)**

Total Additional Scope Item Fees: $146,500

rasmith
CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

PROFESSIONAL FEES

Original Contract	$	229, 412
Change Order #	$	139,600
Revised Contract Amount	**$**	**369,012**

ACCEPTANCE

If this proposed change is acceptable, please sign and date this original and return it to our office.

Requested By:		Accepted By:	
Print Name:	Troy Hartjes	Print Name:	
Title:		Title:	
Representing:		Representing:	
Date:	February 26, 2025	Date:	

4.15

STATE OF WISCONSIN VILLAGE OF HALES CORNERS MILWAUKEE COUNTY

RESOLUTION NO. 25-xx

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH R.A. SMITH NATIONAL, INC. FOR THE HALES HAPPINESS SUBDIVISION WATER SYSTEM CONVERSION PROJECT CONSTRUCTION SUPERVISION AND MANAGEMENT SERVICES

WHEREAS, the Village executed Resolution 24-06 in response to a bid award for the Hales Happiness Water System Conversion project; and

WHEREAS, the Hales Happiness Water System Conversion and road reconstruction project has been completed and bids received on February 26, 2025; and

WHEREAS, R.A. Smith National, Inc., a professional engineering consulting company, has proposed to provide all services identified for construction management and supervisions for a lump sum, not to exceed fee of $420,000 as detailed in Attachment A of the Agreement; and

WHEREAS, the Village Board having found such proposal by R.A. Smith National, Inc. to be reasonable and necessary.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Hales Corners, Wisconsin, that an amendment to the Agreement for Professional Engineering Consulting Services with R.A. Smith National, Inc., for the design of the Hales Happiness Subdivision Water System Conversion, 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

____

Sandra M. Kulik, Administrator/Clerk

AGREEMENT

This AGREEMENT, made and entered into this ___ day of ______, 2025 between the Village of Hales Corners, 5635 South New Berlin Road, Hales Corners, Wisconsin 53130 (hereinafter "VILLAGE") and R.A. Smith, Inc., (hereinafter "CONSULTANT"), whose principal place of business is 16745 West Bluemound Road, Brookfield, WI 53005-5938.

WITNESSETH

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

WHEREAS, in the judgment of VILLAGE, it is necessary and advisable to obtain the services of the CONSULTANT in connection with providing professional construction management services for the Hales Happiness Water Conversion, annexed hereto, and incorporated herein as **Attachment A**, for the Village.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

A. CONSULTANT shall provide professional construction management services to VILLAGE for the Hales Happiness Water Conversion as detailed, annexed hereto, and incorporated herein as **Attachment A**, for the VILLAGE.

B. CONSULTANT shall serve as VILLAGE's professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and subcontractors when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by VILLAGE.

C. CONSULTANT is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONSULTANT and not of the VILLAGE. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer. VILLAGE understands that express AGREEMENTS may exist between CONSULTANT 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

VILLAGE agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services as described in **Attachment A**, for an hourly, estimated fee of **$420,000** professional engineering, and construction management services as detailed, annexed hereto, and incorporated herein as **Attachment A,** subject to the terms detailed below:

A. CONSULTANT may bill VILLAGE and be paid for all work satisfactorily completed hereunder on a monthly basis. VILLAGE agrees to pay CONSULTANT's invoice within 30 days of invoice date for all approved work.

B. Total price will not exceed the budget of **$420,000, unless approved otherwise by the Village**. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.

C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from VILLAGE to perform work over and above that described in the original AGREEMENT.

D. Should VILLAGE find deficiencies in work performed or reported, it will notify CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving VILLAGE's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to VILLAGE.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

A. **Steve Houte, DPW Manager**, or Village designee shall coordinate the work of the CONSULTANT, and be solely responsible for communication within the VILLAGE's organization as related to all issues originating under this AGREEMENT.

B. VILLAGE will timely provide CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.

C. CONSULTANT will appoint, subject to the approval of VILLAGE, **Troy T. Hartjes, PE**, CONSULTANT's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of VILLAGE.

V. TERMINATION

A. This AGREEMENT may be terminated by VILLAGE, for its convenience, for any or no reason, upon written notice to CONSULTANT. This AGREEMENT may be terminated by CONSULTANT upon thirty (30) days written notice. Upon such termination by VILLAGE, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT 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, CONSULTANT shall deliver to VILLAGE all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to VILLAGE whether in completed form or in process. VILLAGE shall hold CONSULTANT harmless for any work that is incomplete due to early termination.

C. The rights and remedies of VILLAGE and CONSULTANT 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 CONSULTANT 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, CONSULTANT shall supply VILLAGE 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 VILLAGE, and naming VILLAGE as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

A. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless VILLAGE, VILLAGE'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 CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'S services under this AGREEMENT.

B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality VILLAGE 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 VILLAGE 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

CONSULTANT shall commence work immediately having received a Notice to Proceed and complete all aspects of the project by **December 31, 2025**.

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

CONSULTANT shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONSULTANT to VILLAGE 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 CONSULTANT 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. CONSULTANT 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. CONSULTANT warrants that it will immediately notify the VILLAGE if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, a VILLAGE review and written approval is required for the VILLAGE to continue to perform work under this Agreement.

D. This AGREEMENT may only be amended by written instrument signed by both VILLAGE and CONSULTANT.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONSULTANT 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

By: ______________________________ **By:** ______________________________

Name: Daniel J. Besson

Title: Village President

Date: ______________________________

Name: Sandra M. Kulik

Title: Village Administrator\Clerk

Date: ______________________________

RA SMITH, INC.

By: ______________________________

Name: Chris Stamborski, PE

Title: Director of Municipal Services

Date: ______________________________

By: ______________________________

Name: Troy T. Hartjes, PE

Title: Senior Project Manager

Date: ______________________________

Approved as to form:

____
Jesse A. Wesolowski, Village Attorney

Date: ________________________

ATTACHMENT A

AGREEMENT FOR
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
FOR THE HALES HAPPINESS WATER CONVERSION
IN THE
VILLAGE OF HALES CORNERS
MILWAUKEE COUNTY, WISCONSIN

This Agreement made and entered into by, and between, the Village of Hales Corners, Milwaukee County, Wisconsin, a municipal corporation, hereinafter referred to as the "VILLAGE" and R.A. Smith, Inc., of Brookfield, Wisconsin, a corporation, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the VILLAGE proposes the replacement of a private water main within the Hales Happiness Subdivision, including the improvements of the roadway and ditching within the same subdivision, hereinafter referred to as the "PROJECT", which is described in Article I, below; and

WHEREAS, it is the desire of the VILLAGE to employ CONSULTANT for providing professional engineering and construction management services for the PROJECT in accordance with the Standard Terms and Conditions of Service as attached.

NOW, THEREFORE, in consideration of the premises, covenants, agreements, and payments hereinafter mentioned, the VILLAGE and CONSULTANT hereby mutually agree as follows:

ARTICLE I – GENERAL DESCRIPTION OF PROJECT

The PROJECT shall consist of the replacement of a private water main within the Hales Happiness Subdivision, including improvements of the roadway and ditching within the same subdivision:

1. Approximately 13,000' of new watermain replacement, including new services and connections to a public water system for approximately 188 properties. The roadways within the subdivision, including Woodside Drive, Abbott Avenue, Upham avenue, Mallory Avenue, Copeland Avenue and 116th Street, 115th Street, 114th Street, 113th Street, 111th Street and 110th Street will also be rehabilitated by either mill and overlay, or pulverization. Along the roadways a new low flow piping system, including new driveway culverts, will also be installed.

The roadways may start construction in the spring (approximately May 1st, 2025) with all work completed prior to November 30th, 2025.

ARTICLE II – PROFESSIONAL CONSTRUCTION ENGINEERING CONSULTING SERVICES TO BE PERFORMED BY CONSULTANT

Under this Article, CONSULTANT agrees, in general, to perform professional consulting services for each respective roadway segment and more particularly agrees to provide as follows:

A. PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

Task 1 Construction Engineering Services

1.1 Management: Provide construction related services during construction consisting of periodic site visits to determine, in general, if the work is proceeding in accordance with the contract documents. Preparation and administer the pre-construction meeting prior to commencement of work. Prepare the initial contracts and review the contractor's applications for payment and submit to the VILLAGE with recommendations for payment. Provide a final walk-through and punch list and final pay application.

1.3 Inspection: Provide the services of a construction inspector during the replacement of the watermain, the installation of the new meters within the residences and the final connection to the public water system. In addition, inspect the installation of the low flow piping and ditching system and the rehabilitation of the roadways.

1.4 Staking: Provide construction staking for any new watermain installations, along with staking the pavement limits, grading and new centerline profiles for roadways requiring pulverization.

ARTICLE III - COMPENSATION

The VILLAGE shall pay CONSULTANT for professional consulting services described in Article II, as follows:

PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR 2022

Article II, Section A.

Task 1	Construction Engineering Services	\$420,000 (Estimated Hourly)

ARTICLE IV-UNDERSTANDING AND ASSUMPTIONS

1. Inspection cost estimates are based upon \$110/hour with 2 crews working over 7 months and management costs are based upon \$185/hour.

IN WITNESS WHEREOF, the parties herein have caused this agreement to be duly executed by their officers as of the date and year shown below.

R.A. Smith, Inc.		**Village of Hales Corners**	
Chris Stamborski, P.E. Director of Municipal Services	Date	Daniel J. Besson Village President	Date
Troy T. Hartjes, P. E. Senior Project Manager	Date	Sandra M. Kulik Village Administrator/Clerk	Date

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL SERVICES

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principles and practices.

2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by the VILLAGE. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, PROFESSIONAL cannot be held responsible for any design or construction problems resulting from the use of this information.

3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soil's conditions.

4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or VILLAGE, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL and retained for a minimum period of 3 years. See Section X of Agreement.

6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the VILLAGE shall pay the PROFESSIONAL all fees, charges and expenses incurred to date. Professional may suspend or terminate this Agreement upon seven (7) days written notice if the VILLAGE fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.

7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. PROFESSIONAL shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of PROFESSIONAL'S failure to meet submittal deadlines, may result in adjustments to said schedules and estimates/fees.

8. All electronic files transferred to VILLAGE or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the VILLAGE and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL. All electronic file(s) are transmitted in trust for the sole use of the VILLAGE and his DESIGNEE and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the VILLAGE. Any alterations to or tampering with the files shall constitute the agreement of the VILLAGE to release, defend and hold harmless PROFESSIONAL from all claims and causes of action by said VILLAGE and third parties.

9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. VILLAGE understands and agrees to pay for all services rendered regardless of VILLAGE's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The VILLAGE shall provide PROFESSIONAL with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. PROFESSIONAL reserves the right to immediately suspend work and/or terminate this agreement due to lack of timely payment of uncontested invoices by VILLAGE.

The VILLAGE further agrees to pay PROFESSIONAL any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.

10. See Section VII of the Agreement ~~The VILLAGE agrees to limit PROFESSIONAL, by its agents or employees, total liability to the VILLAGE and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty Thousand Dollars ($50,000.00) or the total fee for services rendered under this Agreement, whichever is less.~~

11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., 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. See Section IX.

12. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the VILLAGE'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder. The VILLAGE agrees to include a provision in all contracts with contractors and other entitles involved in this project to carry out the intent of this paragraph.

13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES VILLAGE THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE THE VILLAGE NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, VILLAGE PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE SURVEYING OR ENGINEERING SERVICES, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. PROFESSIONAL AGREES TO COOPERATE WITH THE VILLAGE AND THE VILLAGE'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

****

6-1

Village of Hales Corners

PURCHASE ORDER

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

TO

Custom Service Information, LLC
2720 Boles Street
Wisconsin Rapids, WI 54495

PURCHASE ORDER NO. 20858

DATE	TERMS	F.O.B.	ACCOUNT
4/10/2025	Below		100-521-449

DESCRIPTION	AMOUNT
Promulgation of comprehensive General Orders manual for Police Department.	
Deposit	$500.00
1/3 complete	$650.00
2/3 complete	$650.00
Upon acceptance	$500.00
TOTAL	$2,300.00

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.

AUTHORIZED SIGNATURE

WHITE - Vendor CANARY - Administration PINK - Requesting Department

... become the sole property of HCPD and shall be provided to HCPD in Word documents and in an electronic format. HCPD shall be responsible for any and all printing of their General Orders Manual and any related documents.

III. CSI shall receive compensation from HCPD for the services described in section II:

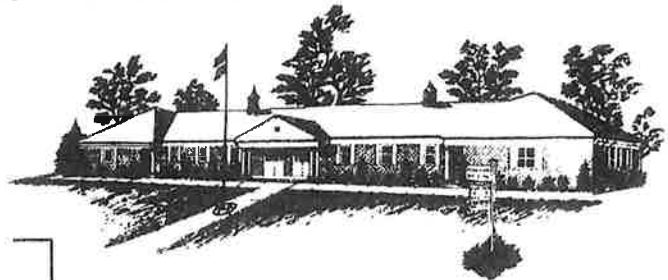
- The maximum total sum not to exceed two thousand three hundred dollars ($2,300.00) to be paid in four (4) payments. The deposit payment of five hundred dollars ($500.00) shall be paid within thirty (30) days after final acceptance of this contract by both parties.

- Two (2) subsequent payments of six hundred fifty dollars ($650.00) shall be paid upon completion of approximately each one third (1/3) of the Policies outlined in the Table of Contents.

Village of Hales Corners

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

PURCHASE ORDER



TO

USA FIRE PROTECTION, INC.
15775 W Schaefer Ct
New Berlin WI. 53151-8663
262-782-3311

PURCHASE ORDER NO. 2025- 06

DATE	TERMS	F.O.B.	ACCOUNT
April 23, 2025			100-517-

DESCRIPTION	AMOUNT
1. Relocate (1) head and add (1) head for the new office. Our installation/service shall conform to all state and local codes and N.F.P.A. standards. OUR PRICE FOR THIS WORK IS: ONE THOUSAND TWO HUNDRED THIRTY-FIVE AND 00/100 DOLLARS ($1,235.00) (Price is valid for 30 days). *Price contingent on valves holding.	
Total =	**$1,300.00**

TAX EXEMPT #008-1020421213-05

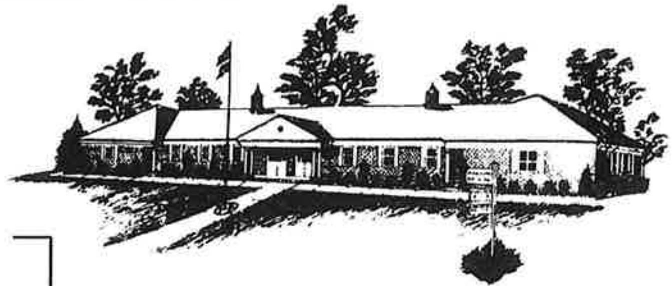
Invoice in duplicate. Invoice must show purchase order number or it will be returned without penalty. Do not include state sales or use taxes in amount billed.

AUTHORIZED SIGNATURE

Village of Hales Corners

PURCHASE ORDER

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



TO
Madison Liquidators
2224 Pleasant View Rd Ste 6
Middleton, WI 53562

PURCHASE ORDER NO. 20757

DATE	TERMS	F.O.B.	ACCOUNT
4/22/25			600-514-999

DESCRIPTION		AMOUNT
Admin Office Desk + Hutch + accessories	x 2	5,156.60

TAX EXEMPT #008-1020421213-05

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

AUTHORIZED SIGNATURE

WHITE - Vendor CANARY - Administration PINK - Requesting Department

Village of Hales Corners

Memo

To: Village Board

From: Sandy Kulik, Village Administrator

Date: April 24, 2025

Re: Agenda Item : 6.2 – Health Dept. Update

The Board of Health will be convening to appoint Kelly Davidson as the new Health Officer. Kelly has been with the Village for three years as the Public Health Nurse and qualifies as a Level 1 Health Officer. Based upon previous discussion, the department is returning to staffing levels pre-Covid until issues with funding are clarified. This reduces the full time staff by 2 and adds a part time 10 hour per week clerical position.

The department has been operating from 8 a.m. to 5 p.m. however due to reductions in staff, operating hours are requested to be in line with the Village Hall to begin at 7:30 a.m. and close at 4 p.m. Further, due to reductions in staff, the office is proposed to be closed to the public on Thursdays, however the Health Officer will be on site for phone calls and meetings. Thursday's is the day the department was unmanned by anyone during previous administrations pre-covid operations. Staff at that time had calls forwarded to a cell phone however, no one was physically present.

Staff and I are recommending the Village Board approve the change in hours and the Thursday closed to public as it provides for consistency with the Village Hall to assist if needed without incurring additional hours at admin and the Thursday public closure would still have staff on site and responding to calls while able to address the meetings and paperwork needed to operate.

Village of Hales Corners

Memo

To: Village Board

From: Sandy Kulik, Village Administrator

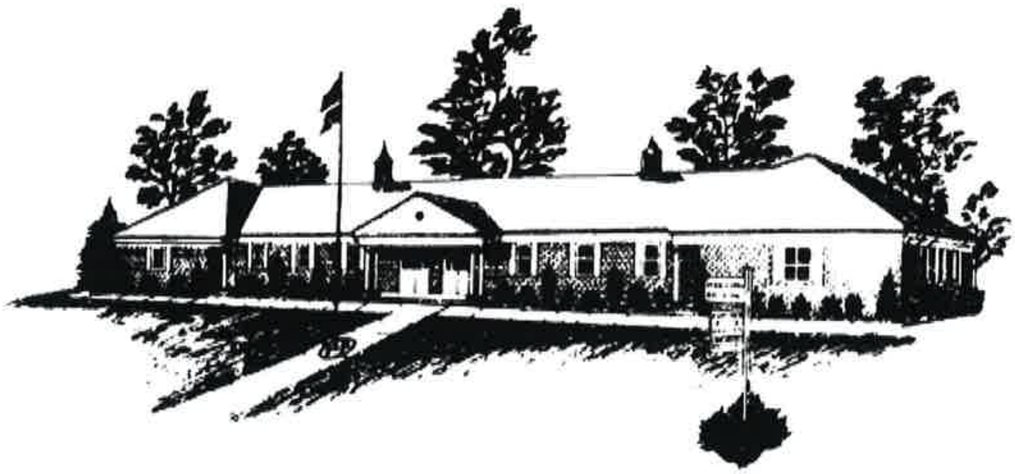
Date: April 24, 2025

Re: Agenda Item : 6.3 Financial Report

Hard copies were placed in your mailboxes at the Village Hall.

VILLAGE OF HALES CORNERS

WISCONSIN



Quarterly Financial Report

FOR THE PERIOD ENDING March 31, 2025

VILLAGE OF HALES CORNERS
QUARTERLY FINANCIAL STATEMENTS

TABLE OF CONTENTS

VILLAGE OF HALES CORNERS
Financial Operating Results
First Quarter Ended March 31, 2025

Governmental Funds:

Combined Assets:

As of March 31, 2025, governmental funds of the Village were $11,135,005 in cash and investments. Major inflows of cash in the first quarter included $14,356,710 in property taxes levied in 2024 of which $9,428,497 is due to other governmental units. Village tax levy to support 2024 operations retained from collections is $4,688,500 (77.6%).

Inflows of funds received from the State for local road aids totaled $164,552. Municipal Court Fines & Fees totaled $56,318 (51.2%) were recognized, however amounts due to the State of Wisconsin and Milwaukee County totaling $9,314 were recorded in early April resulting in net revenues for the 1st Quarter of $47,004 (42.7%). Ambulance revenues recognized totaled $83,900 (19.6%) in first quarter sewer revenues were recognized.

Major expenditures in the first quarter included $541,472 in debt service principal, $163,729 in payments to the Milwaukee Metropolitan Sewer District (MMSD) for 1st quarter sewer billing, $659,912 in net salaries/wages, $251,031 in withholding taxes and $149,449 in Wisconsin Retirement System pension costs inclusive of payroll deductions and Village pension expense. Budgeted transfers to other funds for to support Debt Service Fund annual expenditures were recorded at the budgeted amount of $1,230,000 and transfers for the July 4th Celebration, $10,000 and $30,000 transferred to the Sewer Rehabilitation Fund were completed in this quarter.

Combined Liabilities and Fund Equity:

Current liabilities were $3,047,079 which includes trust deposits of $65,635 held by the Village for room deposits, cell tower lease agreements and various other departmental items and employee held deposits, compensated accrued absences of $137,923, and $118,228 in current accounts payable which were disbursed in the second quarter for accrued obligations of the Village. Payments due to other governmental entities of $2,725,293 for tax levy receipts recorded as of March 31, 2025, will be disbursed to the overlying taxing districts upon completion of the tax levy cycle in August, 2025.

Fund equity includes investments in capital assets of $29,593,469 which includes all Village land, facilities, equipment and infrastructure (roads, storm water, etc.) net of accumulated depreciation. Combined fund balance for the governmental funds reported for the end of this period is $9,772,301 which is an increase of $2,501,794 from the period ending December 31, 2024 primarily due to collection of tax revenues and the timing of installment payments to the overlying districts. Capital Project Fund balance of $2,008,992 is included in overall balances, however it is restricted for specific project uses. The road resurfacing residual bonds are $1,262,487 at the close of this period. The General Fund Balance as of March 31, 2025 is $4,955,130.

General Fund Revenues:

General Fund revenues, excluding property taxes, were 14.0% of the annual budget or $534,244 through the end of March, 2025 which is a decrease of $10,285 over the same period in 2024 primarily due to a moderate decline in interest earnings compared to the same period in 2024. Investment revenues were recorded at $96,683 (57.0%) through March, 2025 compared to $119,002 (74.9%) through March, 2024. Property tax revenues recorded in the first quarter totaled $4,688,500 or 77.6% of budget, an increase of $395,587 over the prior fiscal year for the same

Financial Operating Results (continued)

General Fund Revenues (continued):

period. Intergovernmental revenues totaled $166,554 or 13.3% of budget. Most intergovernmental sources are received in the third quarter from the State of Wisconsin for Expenditure Restraint Aids ($140,267), State Shared Revenue ($107,036), the Act 12 Shared Revenue Adjustment ($203,894) and other payments for computer exemption, video service provider and personal property aid.

Public charges for services are 9.1% of budget funds at $196,912 and typical for the 1st Quarter of the year as permitting revenues are primarily collected in the second quarter when activity levels increase.

General Fund Expenditures:

General Fund preliminary expenditures, inclusive of health reimbursement reserve and compensation reserve funding through the first quarter of 2025 were $3,220,315. Inter-fund transfers of $1,270,000 were completed in the first quarter for debt service, capital accounts and community events as budgeted.

General Government expenditures were 24.0% of budget at $173,650. Legislative expenditures were 28.3% of budget at $25,712. Administration expenditures were $92,582 or 20.2% primarily due to a positon vacancy for personnel allocated to this department. The position is expected to be filled in early May. Sundry expenses are 31.8% due to the timing of insurance premiums and the annualized quarterly transfers of these service costs to other departments.

Public Safety expenditures were $1,137,165 or 24.0% of budget. Police Department expenditures totaled $663,910 (22.4%). Fire Department expenditures were $425,904 (27.3%). The Fire Department expenditures are trending higher that 25% due to a $104,755 transfer to debt service to fund a portion of the principal payment due on the engine purchased with General Obligation Notes in 2024. Municipal Court total expenditures through the first quarter were $33,850 (29.7%) due to an annual charge for computer software utilized by the Court used operations. Inspection expenditures, inclusive of the outside inspection services were $13,500 or 12.1% of budget primarily due to a slow 1st quarter permitting revenues.

Health Department expenditures were 26.8% or $46,709 of budgeted allotments. Expenditures in this department are driven by grant reimbursable expenses recorded in various Non-Major Special Revenue Fund accounts. First quarter grant expenses totaled $27,366 (40.6%) of salary and benefits. Uncertainty at the Federal level for grants passed down through the State of Wisconsin to local health departments has resulted in the Village Board reducing services levels to those able to be funded through the remaining tax levy allocated to this department and a corresponding reduction in staff hours.

Funds remaining of $127,524 will be needed to support salaries and benefits that had been allocated at 60 – 70% of salaries paid. Without grant funds, total costs to operate this department at previous staffing levels would be $333,021 and the funding source would result in a decrease to fund balance of $205,000. The Village contingency funding is $262,000, which is planned use of fund balance when the budget is adopted and this would nearly deplete the contingency. Further, due to tax levy and expenditure limits imposed by the State, the Village would not be able to adopt an increase to the tax levy in 2026 as it is restricted to net new construction. In addition, the expenditure restraint program (ERP) which limits expenditure growth to net new construction and

General Fund Expenditures (continued):

inflation, could be exceeded in 2026 to fund this program, but would result in lost revenues of $140,000 and still have no method for funding not only the increase in departmental costs of $158,000 but including the $140,000 or a reduction in reserves of nearly $300,000.

Public Works expenditures totaled $457,041 or 20.5% of budget. Engineering/Sanitation costs were $270,330 (20.2%) and Highway Maintenance expenditures were $186,711 (21.1%). Overtime is 39.5% for the first quarter compared to 56.7% in 2024 due to winter storm activity.

Recreation and Leisure expenditures were $135,749 or 18.52% of budget. Recreation expenditures totaled $4,260 (4.4%) and Library expenditures were $131,489 or 20.6% of budgeted funds. Book purchases (physical collections) are 20.9% or $7,528 compared to 28.8% of budget and $9,781 in costs for the same period in 2024.

Contingency and Transfers to other funds budgeted at $1,532,000 were $1,230,000 for debt service transfers. A contingency budgeted at $262,000 and funded by prior year surpluses has not been utilized this year.

Debt Service Fund:

The Debt Service Fund balance as of 03/31/25 was $883,820. The first quarter transferred $1,230,000 from the General Fund Tax Levy to support principal and interest payments. Principal and interest payments on Village debt obligations totaled $541,472 for the period.

Tax Incremental District No. 4:

Tax Incremental District (TID) net equity is $292,901. Tax revenues collected through the first quarter were $239,652. Payments to the Wisconsin Department of Revenue for the annual fees were paid at $150. A principal and interest payment to the developer of TID No. 4 in the amount of $182,049 is due in October after the Village settles tax collections with the overlying districts. Staff will review the ending fund estimated balance and the potential to advance a payment of $149,207 to the developer is likely to be proposed which will result in $134,442 in total interest savings on the obligation, inclusive of two other advance refunds completed in 2021 and 2024. If approved, this would result in closure of the district in 2029, sixteen years ahead of the districts legal life.

Capital Project Funds:

The Capital Project Fund equity balance as of March 31, 2025 was $2,049,769. Investment earnings totaled $23,189. A $500,000 deposit for the new Fire Department engine was completed it the first quarter. The engine is anticipated to be placed in service this fall.

Capital Special Revenue Funds:

Combined fund balance of the Capital account Special Revenue (Equipment Replacement Fund, Computer Replacement Fund, Storm Water Fund, Sewer Rehabilitation Fund and Hales Happiness Water Design) was $1,182,351 as of March 31, 2025.

Equipment Replacement Fund balance as of 03/31/25 was $390,308. Interest earnings recorded were $5,535 (50.3% of budgeted allotment). Major expenditures for the period include $62,056 for squad car replacements for the Police Department and $21,500 for a compaction roller for Public Works.

Capital Special Revenue Funds (continued):

Sanitary Sewer Fund period ending equity was $616,454. Revenue budgeted for the annual $30,000 transfer from the General Fund has been recorded and $6,734 in interest earnings have been received. Expenses for the Lory Lane Lift Station project were $2,967. This project is expected to be complete late in the second quarter of 2025.

Storm Water Fund balance as of 03/31/25 was $212,580. Revenues of $26,761 for the first quarter 2025 charges to commercial properties have been recorded and $2,172 in interest was received. Total expenditures were $9,110 for various maintenance efforts.

Hales Happiness Water Design Fund, created in 2024 to manage the water project for this subdivision, has a negative fund balance of $37,591. These funds will be restored upon receipt of General Obligation Notes and grants allocated to the project. Expenditures for design costs awarded to RA Smith were $49,467 inclusive of private property inspections which will be special assessed to affected homes within the project boundaries.

Non-Major Special Revenue Funds:

Combined Non-Major Special Revenue Funds combined equity balance was $424,533 as of the end of the first quarter. Major inflows to the special revenue funds include $35,301 in Fire Department grants and $67,651 in MCLFS reciprocal funds. Health grants invoiced to the State totaled $39,657 for which $34,147 has not yet been received and is pending payment. The Department of Health Services typically pays 60 to 90 days after requests are submitted. Grant requests for payment are made monthly by the Village and recorded as accounts receivable (an asset) and recorded as revenue. The net amount received year to date from DHS is $5,510 compared to the $39,657 expended on the various health initiatives.

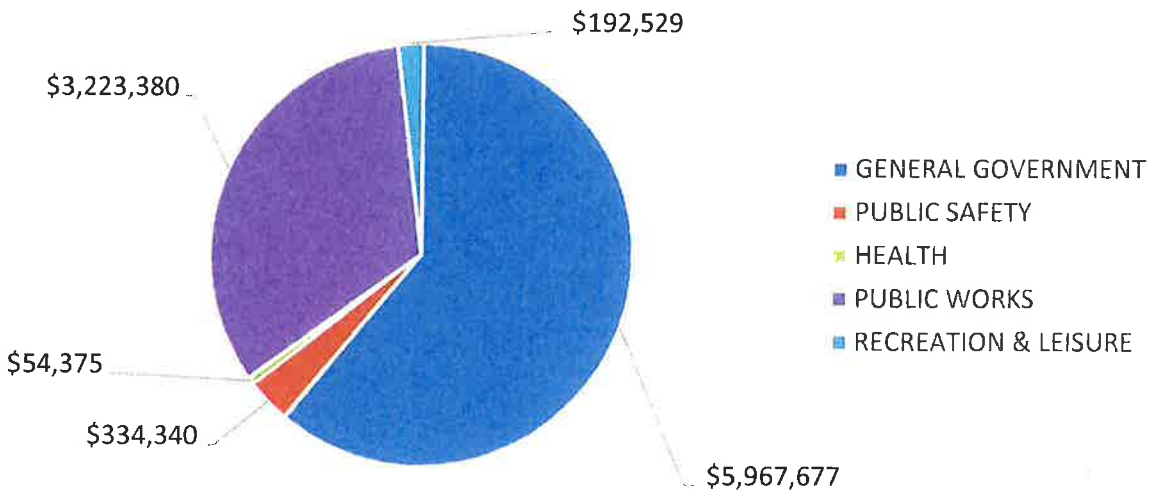
Fund Balance and Equity Summary:

Unrestricted Fund Balance, funds consisting of committed (compensation and health reserves), assigned (prior year use of surplus funds) and unassigned fund total $2,952,640 at the end of 2024. Of the balance, $2,448,533 is available as unassigned which may be used in the event of an emergency.

Governmental Accounting Standards Board (GASB) Statement 54 which was adopted by the Village Board in 2016 defines a healthy unrestricted fund balance as a minimum of two months of the prior year actual total expenditures. For 2025, that amount should be $1,629,984. The amount over the required minimum at the end of 2024 was $956,472 for the reporting period. Overall, unassigned fund increased from 2017 through 2023 by $597,528 which is a favorable trend. Working capital is projected to be 29.6% for the close of 2025. In 2016, the Village established a goal of 25% and pending any accounting adjustments by the auditors for enacted GASB legislation, the Village exceed that goal for the past three years.

The various functions and available reserves for those services is presented below. Total fund balance reserves across all funds is $9,772,301. General Government (100 Fund) total available fund balance at the end of the first quarter was $4,955,130 primarily due to the timing of tax levy collections. General Government Reserves presented below also includes $86,606 in Administration and Special Revenue balances not specific to any department. The Public Works balance includes $2,800,435 for capital roads, sanitary sewer, storm water and the Hales Happiness Water Design projects. The remainder is allocated for equipment replacement and residual funding from the Holz Streetscape Grant received in 2015.

Fund Balance by Function



VILLAGE OF HALES CORNERS
Governmental Funds
Combining Balance Sheet
March 31, 2025

Assets:		General Fund	Debt Service	Tax Incremental District #4	Capital Projects
Cash & Investments					
Cash/Cash Equivalents	$	416,199 [2]			
Investments		6,133,657	883,820	53,250	2,049,769
Accounts Receivable:					
Taxes Receivable		960,343		308,923	
Other Receivables		520,977			
Fixed Assets:					
Land		6,071,897			
Building & Improvements		9,287,198			
Equipment & Furnishings		1,234,259			
Construction in Progress		1,272,675			
Infrastructure		11,727,440			
Other Current Assets:		(2,744)			
Total Assets	$	37,621,902	883,820	362,172	2,049,769
Liabilities & Fund Equity					
Current Liabilities:					
Accounts Payable	$	77,451			40,777
Trust Deposits		65,635			
Due to Other Governments		2,725,293			
Other Current Liabilities		137,923			
Deferred Revenues:		67,000		69,271	
Fund Equity:					
Investment in Fixed Assets		29,593,469			
Fund Balance		4,955,130 [1]	883,820	292,901	2,008,992
Total Liablities & Fund Equity	$	37,621,902	883,820	362,172	2,049,769

[1] Includes Compensation Reserve & Health Reimbursement Fund Balances
[2] Includes Interfund Transfers

(continued)

	Sewer Rehabilitation	Storm Water Fund	Hales Happiness Water Design	Special Revenue (600 - 606, 610-613,615-619)	Equipment Replacement Fund	Information Technology ISF	Total Combined
							416,199
	616,454	212,580	(37,591)	390,386	390,908	24,574	10,717,806
							1,269,266
				34,147			555,124
							6,071,897
							9,287,198
							1,234,259
							1,272,675
							11,727,440
							(2,744)
	616,454	212,580	(37,591)	424,533	390,908	24,574	42,549,120
							118,228
							65,635
							2,725,293
							137,923
							136,271
							29,593,469
	616,454	212,580	(37,591)	424,533	390,908	24,574	9,772,301
	616,454	212,580	(37,591)	424,533	390,908	24,574	42,549,120

VILLAGE OF HALES CORNERS
General Fund
Statement of Revenues, Expenditures
And Changes in Fund Balance
Actual (on a bugetary basis) and Budget
Through March 31, 2025

Type of Revenue:		Amended Budget	Year-To-Date Actual	Percent of Budget
General Property Taxes	$	6,043,783	4,688,560	77.6%
Intergovernmental		1,256,318	166,554	13.3%
Regulation & Compliance		234,935	74,095	31.5%
Public Charges for Services		2,163,132	196,912	9.1%
Commercial Revenues		169,523	96,683	57.0%
Total Revenues		9,874,299	5,222,805	52.9%
Type of Expenditure:				
General Government		723,531	173,650	24.0%
Public Safety		4,745,411	1,137,165	24.0%
Health		174,233	46,709	26.8%
Public Works		2,226,190	457,041	20.5%
Recreation & Liesure		734,935	135,749	18.5%
Contigency/Transfers to Other Funds*		1,532,000	1,270,000	82.9%
Total Expenditures		10,136,300	3,220,315	31.8%
Excess of Revenues Over (Under) Expenditures*		(262,000)	2,002,490	
Fund Balance - Beginning of Year*		2,952,640	2,952,640	
Fund Balance - End of Period*	$	2,690,640	4,955,130	

*Includes Compensation Reserve & Health Reimbursement Fund Balances

VILLAGE OF HALES CORNERS
General Fund
Statement of Revenues, Expenditures
And Changes in Fund Balance
Actual (on a bugetary basis) and Budget
Through March 31, 2025

Revenues:		**Amended Budget**	**Year-To-Date Actual**	**Percent of Budget**
General Property Tax	$	6,043,783	4,688,560	77.6%
Intergovernmental:				
Special Utility		591	-	-
State Aid - Video Service Provider		21,407	-	
Fire Insurance		33,000	-	-
State Aid - Personal Property		56,321	-	
Expenditure Restraint		140,267	-	-
State Shared Revenue		107,036	-	-
Computer Exemption Aid		10,522	-	-
Shared Revenue Adjustment		203,894	-	
State Highway Aid		658,780	164,552	25.0%
Police Grants		4,500	2,003	44.5%
Recycling Grant		20,000	-	-
Regulation & Compliance:				
Licenses		56,935	3,963	7.0%
Permits		68,000	13,813	20.3%
Municipal Court Fines & Fees		110,000	56,318	51.2%
Public Charges for Services:				
Franchise Fees		72,745	2,181	3.0%
Ambulance Fees		427,505	83,900	19.6%
FD Highway Response Fees		3,500	-	0.0%
Fire Inspection Fees		26,867	-	-
Property Use Fees (Cell Tower Revenue)		109,569	19,885	18.1%
Highway/Engineering Fees		4,095	1,165	28.4%
Sanitation Fees		450,707	-	-
Metro Sewer Fees		892,794	86,692	9.7%
Library Revenues		76,575	2,556	3.3%
Recreation Fees		97,675	-	0.0%
Misc. Fees		1,100	534	48.5%
Commercial Revenues:				
Investment Income		169,523	96,683	57.0%
Transfers from Other Funds:		6,608	-	0.0%
Total Revenues	$	9,874,299	5,222,805	52.9%

VILLAGE OF HALES CORNERS
General Fund
Statement of Revenues, Expenditures
And Changes in Fund Balance
Actual (on a bugetary basis) and Budget
Through March 31, 2025

Expenditures		Amended Budget	Year-To-Date Actual	Percent of Budget
General Government				
Legislative	$	90,900	25,712	28.3%
Administration		458,307	92,582	20.2%
Maintenance/Sundry Village Hall		174,324	55,356	31.8%
Public Safety				
Police Department		2,960,347	663,910	22.4%
Fire Department		1,559,940	425,904	27.3%
Inspections		111,228	13,500	12.1%
Municipal Court		113,896	33,850	29.7%
Health		174,233	46,709	26.8%
Public Works				
Engineering/Sanitation		1,341,037	270,330	20.2%
Highway Maintenance		885,153	186,711	21.1%
Recreation & Liesure				
Library		638,616	131,489	20.6%
Recreation		96,319	4,260	4.4%
Contingency				
Contingency		218,000	-	0.0%
Transfer to Other Funds				
OPEB Contribution		31,000	-	0.0%
Health Insurance Fund (HRA & New)		13,000	-	0.0%
Debt Service Fund		1,230,000	1,230,000	100.0%
July 4th SRF		10,000	10,000	100.0%
Capitol Projects Fund:				
Engineering/Sanitation		30,000	30,000	100.0%
Total Expenditures	$	10,136,300	3,220,315	31.8%

VILLAGE OF HALES CORNERS
Debt Service
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

Type of Revenue:			Amended Budget	Year-to-Date Actual	Percent of Budget
Taxes:					
General Property Taxes	500-45411	$	1,230,000	1,230,000	100%
Commercial Revenues					
Interest	500-42205		22,000	5,581	
Transfer From Other Funds					
Sewer Fund O & M	500-42338		36,243	9,061	25%
Transfer from Greneral Fund (FD)	500-49012		150,800	104,755	69%
Total Revenues		$	1,439,043	1,349,397	94%
Type of Expenditure:					
Administrative:					
Contract Services	500-511-451		1,400	800	
Principal:					
2012 General Obligation Debt	500-597-301		335,000	335,000	100%
2015 General Obligation Debt	500-593-301		75,000	-	0%
2018 General Obligation Debt	500-599-301		200,000	-	0%
2019 General Obligation Debt	500-592-301		105,000	-	0%
2020 General Obligation Debt	500-595-301		45,000	45,000	100%
2022 General Obligation Debt	500-591-301		160,000	-	0%
2024 General Obligation Debt	500-594-301		119,875	110,000	92%
Subtotal Principal		$	1,039,875	490,000	47%
Interest:					
2012 General Obligation Debt	500-597-302		45,188	24,520	54%
2015 General Obligation Debt	500-593-302		24,863	12,431	50%
2018 General Obligation Debt	500-599-302		159,356	-	0%
2019 General Obligation Debt	500-592-302		44,931	-	0%
2020 General Obligation Debt	500-595-302		4,825	2,750	57%
2022 General Obligation Debt	500-591-302		129,563	-	0%
2024 General Obligation Debt	500-594-302		21,500	11,771	55%
Subtotal Interest		$	430,226	51,472	12%
Total Expenditures			1,471,501	542,272	
Excess of Revenues Over (Under) Expenditures			(32,458)	807,125	
Fund Balance - Beginning of Year			76,695	76,695	
Fund Balance - End of Period		$	44,237	883,820	

VILLAGE OF HALES CORNERS
Tax Incremental Districts
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

		Amended Budget	Year-to-Date Actual	Percent of Budget
Type of Revenue:				
General Property Taxes - TID 4	$	308,923	239,652	78%
2023 Act 12 Personal Property Aid		31,260	-	
Commercial Revenues				
Interest - TID 4		2,000	606	
Total Revenues		342,183	240,257	70%
Type of Expenditure:				
Admin Fees - TID 4		680	150	22%
Debt Service:				
TID #4 Principal		136,645	-	0%
TID #4 Interest Expense		44,724	-	
Total Expenditures		182,049	150	0%
Excess of Revenues Over (Under) Expenditures		160,134	240,107	
Expenditures Charged to Reserve For Prior Year Encumberances				
Fund Balance - Beginning of Year				
TID 4		52,794	52,794	
Combined Fund Balance		52,794	52,794	
Fund Balance - End of Period				
TID 4		212,928	292,901	
Combined Fund Balance	$	212,928	292,901	

VILLAGE OF HALES CORNERS
Capital Projects Funds
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

				Amended Budget	Year-To-Date Actual
Revenues:					
Commercial Revenues					
Investment Income	200-42205		$	42,500	23,189
STH 24 Parking	200-42540			34,980	-
Bond Proceeds	200-42308			3,800,000	-
Transfer from General Fund:					
Village Hall Facility	200-45447			5,000	5,000
Total Revenues			$	3,882,480	28,189
Expenditures:					
Public Safety					
Fire Dept Parkig Lot & Engine	200-523-999		$	250,000	
Fire Engine					500,000
Public Works:					
Outlay	200-542-999				
2024 Road Program - 116th Street		*2085000*		45,000	20,646
STH 24- USH 45 to 45th St(ID:2120-18-00/70				40,000	
2025 Road Program (Hales Happiness Subdivision)				2,000,000	
Recreation & Leisure					
Library Remodel (subject to borrowing)	200-551-999			2,500,000	-
Total Expenditures:			$	4,835,000	520,646
Excess of Revenues Over (Under) Expenditures				(952,520)	(492,457)
Fund Balances:					
General Government:					
Admin Recruit	200-32410		$	10,000	10,000
Econ Development Reserve	200-32460			80,000	80,000
Public Safety					
Fire Dept 2024 Notes	200-32444			908,709	667,220
Public Works:					
Village Hall Facility	200-32420			18,647	18,647
Road Projects	200-32451			2,984,104	1,262,487
108TH ST LIGHTING	200-32454			3,497	3,497
Recreation & Leisure:					
Recreation:					
Environmenal Committee	200-32475			1,045	1,045
Bird City Grant	200-32479			841	841
Library:					
Library Renovation	200-32414			1,000	1,000
Library Buildings & Grounds	200-32437			500	500
Unappropriated Fund Balance	200-32400			3,882	4,533
Fund Equity - End of Period			$	4,012,225	2,049,769

2022 BORROWING	14,028.72
2024 BORROWING	8,510.35
GENERAL INTEREST	650.15
	23,189.22

VILLAGE OF HALES CORNERS
Sewer Rehabilitation Fund
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

Revenues:				**Amended Budget**	**Year-To-Date Actual**
Public Works					
Commercial Revenues					
Investment Income	201-42205		$	1,000	6,734
Transfer from General Fund:	201-45448			30,000	30,000
Total Revenues			$	31,000	36,734
Expenditures:					
Public Works:					
General Outlay					
Sanitary Sewer - non-capital expenditures					
I&I CMOM	201-542-427		$	6,000	-
MH Insp & Rehab	201-542-330			15,000	7,385
GIS Renewal & Services	201-542-435			35,500	
Unclassified	201-542-990			-	
Subtotal				56,500	7,385
Capital Outlay					
	Sanitary	**201-542-999**			
Lory Lane Lift Station		*23116S*		37,472	2,967
Subtotal				37,472	2,967
Total Expenditures:			$	93,972	10,352
Exess of Revenues and Other Sources Over (Under) Expenditures and Other Uses			$	(62,972)	26,382
Fund Equity - January 1	201-32470			590,072	590,072
Fund Equity - end of Period			$	527,100	616,454

VILLAGE OF HALES CORNERS
Stormwater Utility Fund
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

Revenues:		ACCOUNT		AMENDED BUDGET	YEAR-TO-DATE ACTUAL
DEPARTMENT:					
Interest Earnings		202-42205	$	1,000	2,172
Public Works					
SWU Charges		202-42656			
Residential				99,802	-
Commercial				106,037	26,781
Total Revenues			$	206,839	28,953
Expenditures:					
Public Works					
	Admin		$	21,678	
	DPW Director	202-542-195		15,787	
	DPW Staff			19,874	
	WDNR WPDES Storm Permit			1,000	
	LWM-LGSWG Membership	202-542-360		200	
	SWCWN Membership			2,500	2,385
	Storm Maintenance & Repair	202-542-429		4,000	3,660
	Street Sweeping			2,500	
	IDDE Program	202-542-435		4,000	
	GIS Renewal & Services			10,000	3,065
	Subtotal		$	81,539	9,110
	Transfer Out - ERF	202-542-018		4,000	-
	Outlay	202-542-999		130,000	-
Total Expenditures			$	215,539	9,110
Exess of Revenues and Other Sources Over (Under) Expenditures and Other Uses				(8,700)	19,843
Fund Equity - January 1			$	192,737	192,737
Fund Equity - end of Period			$	184,037	212,580

VILLAGE OF HALES CORNERS
Hales Happiness Water Design Fund
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Revenues:				
Interest Earnings	203-42205	$	23,000	134
Proceeds from Borrowing	203-42308		6,000,000	
Total Revenues		$	6,023,000	134
Expenditures:				
Outlay	203-542-999		6,000,000	49,467
Total Expenditures		$	6,000,000	49,467
Exess of Revenues and Other Sources Over (Under) Expenditures and Other Uses			23,000	(49,333)
Fund Equity - January 1		$	11,743	11,743
Fund Equity - end of Period		$	34,743	(37,591)

VILLAGE OF HALES CORNERS
Non-Major Special Revenue Funds
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

600 FUND - GENERAL & ADMINISTRATION

			2025 AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Revenues:				
Commercial Revenues				
Investment Income	600-42205	$	800	2,914
Total Revenues		$	**800**	**2,914**
Excess Over (Under) Expenditures		$	800	2,914

Fund Balances:

			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
General Government:				
Unappropriated Fund Balance	600-32600	$	19,795	21,910
Safety Incentive	600-32609		2,212	2,212
Whitnall SD Restricted	600-32625		18,000	18,000
Fund Equity - end of period		**$**	**40,007**	**42,122**

VILLAGE OF HALES CORNERS
Non-Major Special Revenue Funds
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

601 FUND - FIRE DEPARTMENT

Revenues:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
EMS Grant Funds	601-41640	$	4,000	32,903
EMS Grant Training & Exams	601-41645		3,200	2,398
Fire Prevention Donations	601-42649		2,000	1,000
Total Revenues		$	**9,200**	**36,301**

Expenditures:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
EMS Expenditures	601-523-641		5,000	2,526
EMS Grant Training & Exams	601-523-645		1,000	100
ARPA Expenditures	601-523-994		-	-
Fire Prevention Expenditures	601-523-649		1,000	-
EMS Flex Grant Expenditures	601-523-996		-	-
Total Expenditures:		$	**7,000**	**2,626**
Excess Over (Under) Expenditures		$	2,200	33,675
Fund Balances:				
FIRE - PUBLIC SAFETY				
FD Operation Warm	601-32344	$	971	971
EMS	601-32640		2,479	33,856
ARPA	601-32644		-	-
EMS TRN & EXAM Grant	601-32642		8,223	8,321
EMS Flex Grant Fund	601-32647		-	-
Fire Prevention Fund	601-32649		3,525	3,525
Fund Equity - end of period		$	**15,198**	**46,673**

VILLAGE OF HALES CORNERS
Non-Major Special Revenue Funds
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

602 FUND - POLICE DEPARTMENT

Revenues:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Training Supplement Reimbursement (Grant)	602-42628	$	3,840	-
Crime Prevention/Outreach Donations	602-42623		9,000	-
Total Revenues		$	**12,840**	-

Expenditures:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Safety Grant Expenditures	602-521-609	$	-	1,218
PD Misc Expenditures	602-521-613		1,000	-
PD License Plate Reader	602-521-621		200	-
Crime Prevention/Outreach Expenditures	602-521-623		1,500	-
Body Cameras	602-521-625		12,000	16,807
Training Supplement	602-521-628		1,500	-
Total Expenditures:		$	**16,200**	**18,025**
Excess Over (Under) Expenditures		$	(3,360)	(18,025)
Fund Balances:				
POLICE - PUBLIC SAFETY				
Safety Grant Expenditures	602-32609	$	(9,618.14)	(10,836.02)
Misc Donations - PD	602-32613		10,591.18	11,591.18
PD License Plate Reader	602-32621		656.63	856.63
Crime Prevention / Outreach	602-32623		44,435.81	36,935.81
Holz Body Camera Grant	602-32626		40,070.60	35,263.18
Training Supplement	602-32628		8,734.62	6,394.62
Fund Equity - end of period		$	**104,489**	**80,205**

VILLAGE OF HALES CORNERS
Non-Major Special Revenue Funds
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

603 FUND - PUBLIC WORKS

			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Revenues:				
Lions Club Grant	603-41653	$	13,000	1,500
Total Revenues		$	**13,000**	**1,500**

			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Expenditures:				
Welcome Signs	603-542-655	$	13,000	-
Total Expenditures:		$	**13,000**	-
Excess Over (Under) Expenditures		$	-	1,500
Fund Balances:				
PUBLIC WORKS				
Holz Streetscape	603-32690	$	17,949	17,949
Lions Club Grant	603-32370		-	1,500
Fund Equity - end of period		**$**	**17,949**	**19,449**

VILLAGE OF HALES CORNERS
Non-Major Special Revenue Funds
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

604 - JULY 4TH FUND

Revenues:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Holz Family Grants	604-41641	$	20,000	-
Transfer from General Fund	604-42650		10,000	10,000
July 4th Donations & Sales	604-42695		500	-
Total Revenues		$	**30,500**	**10,000**

Expenditures:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Recreation & Leisure:				
Office Supplies	604-552-310	$	-	-
Fireworks	604-552-482		13,000	6,250
Bands	604-552-483		5,000	-
Parade Events	604-552-484		6,500	-
Bed Race Expense	604-552-515		600	-
Kiddie Games	604-552-516		100	-
Portable Restrooms	604-552-517		2,500	-
Flags	604-552-518		500	429
UTV Rental	604-552-519		1,500	-
Message Boards	604-552-521		725	-
Floats	604-552-525		500	-
Unclassified	604-552-990		11,000	500
Total Expenditures:		$	**41,925**	**7,179**
Excess Over (Under) Expenditures		$	(11,425)	2,821

Fund Balances:

RECREATION & LEISURE			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
July 4th Fund	604-31101	$	19,693	33,939
Fund Equity - end of period	604-31101	$	**19,693**	**33,939**

VILLAGE OF HALES CORNERS
Non-Major Special Revenue Funds
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

605 -HEALTH DEPARTMENT

Revenues:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
CRI Grant Funds	605-41612	$	1,500	1,000
PPHS Grant Funds	605-41615		2,733	175
BIOT Grant Funds	605-41631		28,050	16,607
Total Revenues		$	**32,283**	**17,782**

Expenditures:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Transfer to/from Grant Programs	605-530-196	$	-	13,096
CRI Grant Expenditures	605-530-612		1,500	1,000
Health Dept. Misc. Expenditures	605-530-614		-	-
PPHS Grant Funds	605-530-615		2,733	175
BIOT Focus	605-530-631		28,050	4,046
Total Expenditures:		$	**32,283**	**18,317**
Excess Over (Under) Expenditures		$	-	(535)
Fund Balances: Health Funds				
Cities Readiness Grant	605-32612	$	967	967
Misc. Donations - Health	605-32614		35	35
PHHS - Health	605-32615		9,411	9,412
Maternal Health Grant	605-32618		64	64
BIOT Focues	605-32631		32,620	32,085
Fund Equity - end of period		$	**43,097**	**42,563**

VILLAGE OF HALES CORNERS
Non-Major Special Revenue Funds
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

606 - LIBRARY

Revenues:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
MCFLS Reciprocal Operating Grant	606-41632	$	67,321	67,651
Library Fines & Fees	606-41339		3,000	152
Total Revenues		$	**70,321**	**67,803**

Expenditures:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Transfer to General Fund	606-551-014	$	67,000	-
Collection Replacement	606-551-339		1,500	583
Total Expenditures:		$	**68,500**	**583**
Fund Balances: Recreation & Liesure				
MCFLS - Reciprocal	606-32632	$	42,245	109,575
Library Gifts/Memorials	606-32638		20,021	18,672
Library Collection Replacement	606-32639		16,573	17,490
Fund Equity - end of period		$	**78,838**	**145,737**

610- COMMUNICIABLE DISEASE PREVENTION

Revenues:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Health Grants	610-41512	$	2,800	2,000
Total Revenues		$	**2,800**	**2,000**

Expenditures:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Transfers to/from Grant Programs	610-530-196	$	1,000	2,000
Total Expenditures:		$	**1,000**	**2,000**
Fund Equity - end of period		$	**2,763**	**963**

VILLAGE OF HALES CORNERS
Non-Major Special Revenue Funds
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

611 - MATERNAL HEALTH GRANT

Revenues:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Health Grants	611-41512	$	2,608	185
Total Revenues		$	**2,608**	**185**

Expenditures:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Transfers to/from Grant Programs	611-530-196	$	2,608	185
Total Expenditures:		$	**2,608**	**185**
Fund Equity - end of period		$	**(909)**	**(908)**

612- IMMUNIZATION

Revenues:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Health Grants	612-41512	$	39,728	13,487
Total Revenues		$	**39,728**	**13,487**

Expenditures:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Transfers to/from Grant Programs	612-530-196	$	-	10,487
Unclassified	612-530-990		39,728	3,000
Total Expenditures:		$	**39,728**	**13,487**
Fund Equity - end of period		$	**20,316**	**20,316**

VILLAGE OF HALES CORNERS
Non-Major Special Revenue Funds
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

615- PUBLIC HEALTH INFRASTRUCTURE

			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Revenues:				
Health Grants	615-41512	$	68,724	-
Total Revenues			**68,724**	-

			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Expenditures:				
Transfers to/from Grant Programs	615-530-196	$	68,724	-
Total Expenditures:		$	**68,724**	-
Fund Equity - end of period		$	-	-

616 - COVID VACCINE GRANT

			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Revenues:				
Vaccine Grant	616-41516	$	2,000	-
Total Revenues		$	**2,000**	-

			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Expenditures:				
Transfers to/from Grant Programs	616-530-196	$	2,000	-
Total Expenditures:		$	**2,000**	-
Fund Equity - end of period		$	**745**	**745**

VILLAGE OF HALES CORNERS
Non-Major Special Revenue Funds
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

617- PHEP WORKFORCE GRANT

Revenues:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Health Grants	617-41512	$	59,822	6,203
Total Revenues		$	**59,822**	**6,203**

Expenditures:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Transfers to/from Grant Programs	617-530-196	$		4,819
Unclassified	617-530-990		59,822	1,570
Total Expenditures:		$	**59,822**	**6,389**
Fund Equity - end of period		$	**(9,118)**	**(9,303)**

619- FARMERS MARKET

Revenues:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Health Fees	619-41746	$	-	-
Total Revenues		$	-	-

Expenditures:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Unclassified	619-530-990	$	-	-
Total Expenditures:		$	-	-
Fund Equity - end of period		$	**2,033**	**2,033**

TOTAL EQUITY BY FUNCTION		AMENDED BUDGET	YEAR-TO-DATE ACTUAL
GENERAL GOVERNMENT	$	40,007	42,122
PUBLIC SAFETY		119,686	126,878
PUBLIC WORKS		17,949	19,449
HEALTH		56,895	54,375
RECREATION & LEISURE		100,565	181,709
TOTAL FUND BALANCE - SPEC REVENUE	$	**335,102**	**424,533**

VILLAGE OF HALES CORNERS
Equipment Replacement Fund
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

Revenues:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
Commercial Revenues				
Investment Income	700-42205	$	11,000	5,535
Sales of Village Property				
Police Department - Squad Trade In	700-41714		6,500	
Fire Department - ambulance sold				
Public Works - Sales of Equipment				229
Transfer from Special Revenue Fund (SWU)				
Public Works	700-45338		4,000	
Total Revenues		$	21,500	5,764

Expenditures:			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
General Government				
Administration - Time & Attendance System	700-514-999	$	7,680	2,065
Public Safety:				
Police Department				
Squad Car Replacement	700-521-999		83,250	62,506
Fire Department				
AFG Grant - SCBA equipment	700-523-999			
Turnout Gear				3,366
Public Works				
DPW/PD/FD AC Unit Diagnostic & Recharging			10,000	6,564
3/4 Ton 4x4 with Plow & Salter	700-543-999		75,100	
Tilt Deck equipment hauling trailer			9,000	5,999
Graple equipment for skid steer attachment			6,000	4,750
Smooth Drum Compaction Roller			25,000	21,500
Total Expenditures:		$	216,030	106,750
Excess Over (Under) Expenditures			(194,530)	(100,986)

Fund Balance:

			AMENDED BUDGET	YEAR-TO-DATE ACTUAL
General Government:				
Administration	700-32300	$	14,165	14,165
Public Safety:				
Police Department:	700-32320		147,417	147,417
911 Reserve	700-32327		95,000	95,000
Fire Department	700-32340		30,917	30,917
Public Works:	700-32350		149,178	149,178
Recreation & Leisure:				
Library:	700-32330		10,820	10,820
Unappropriated Fund Balance	700-32390		44,397	44,397
Fund Equity - January 1		$	491,894	491,894

General Government:				
Administration	700-32300	$	6,485	12,100
Public Safety:				
Police Department:	700-32320		70,667	84,911
911 Reserve	700-32327		95,000	95,000
Fire Department	700-32340		30,917	27,551
Health				
Public Works:	700-32350		112,178	110,594
Recreation & Leisure:				
Library:	700-32330		10,820	10,820
Undesignated Equipment Reserve	700-32390		55,397	49,932
Fund Equity - December 31		$	381,464	390,908

VILLAGE OF HALES CORNERS
Information Technology Internal Service Fund (ISF)
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

			Amended Budget	Year-To-Date Actual
Revenues:				
Commercial Revenues				
Investment Income		$	-	183
Total Revenues		$	-	183
Expenditures:				
Permanent Salaries	701-513-110	$	151,592	15,939
Holiday Pay	701-513-140			898
Vacation Pay	701-513-160			-
Sick Pay	701-513-165			161
Transfer To/From Information Technolgy				
Admin/Legislation			(78,103)	(4,334)
Municipal Court			(9,237)	(3,212)
Police	701-513-197		(83,599)	(10,627)
Fire			(49,978)	(3,684)
Health			(22,837)	(1,700)
Highway Maint.			(18,038)	(2,276)
Total Salaries			(110,200)	(8,836)
Social Security			11,783	1,259
Wisconsin Retirement Fund			10,705	1,482
Life & Disability	701-513-230		159	21
Health & Dental	701-513-240		30,816	3,340
Total Benefits			53,463	6,102

VILLAGE OF HALES CORNERS
Information Technology Internal Service Fund (ISF)
Statement of Revenues, Expenditures
And Changes in Fund Balance
Through March 31, 2025

		Amended Budget	Year-To-Date Actual
Operating Expenses			
Postage	701-513-300	100	
Office Supplies	701-513-310	300	
Telephone	701-513-350	-	44
Risk Management	701-513-400	459	115
Computer Maint. & Supply	701-513-570		16
Unclassified	701-513-990		
Court Outlay	701-512-999		990
Admin Outlay	701-514-999		217
Police Outlay	701-521-999		990
Fire Outlay	701-523-999		154
Inspections Outlay	701-524-999		-
Health Outlay	701-530-999		-
Highway Outlay	701-543-999		381
Total Operating Expenditures		859	2,908
Total Expenditures		(55,878)	175
Excess Over (Under) Expenditures		55,878	8
Unappropriated Fund Balance -January 1	701-32600	24,565	24,565
Unappropriated Fund Balance - December 31	701-32600	80,443	24,574

Village of Hales Corners

Memo

To: Village Board

From: Sandy Kulik, Village Administrator

Date: April 24, 2025

Re: Agenda Item : 6.4 Easement

Staff were able to obtain WE Energies agreement to clean up the debris on the easement for Forest Park Drive.

This request was presented initially on February 3, 2025. The Village Board requested at that time that we request WE Energies to clear the site of debris. They have now agreed and staff recommends approval.

6.4

STATE OF WISCONSIN   VILLAGE OF HALES CORNERS   MILWAUKEE COUNTY

RESOLUTION NO. 25 - XX

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT FOR UNDERGROUND ELECTRIC AND COMMUNICATIONS EASEMENT WITH WISCONSIN ELECTRIC POWER COMPANY, SPECTRUM MID-AMERICA, LLC. AND WISCONSIN BELL, INC. DOING BUSINESS AS AT&T WISCONSIN

WHEREAS, WE-Energies is in need of an easement for their effort to improve electric service reliability and upgrade of facilities in the area; and

WHEREAS, WE-Energies has provided an Easement description for Village owned land; and

WHEREAS, the Easement may be used for Communication facilities for Spectrum and Wisconsin Bell; and

WHEREAS, WE-Energies has agreed to clear the site of surface debris at no cost to the Village in exchange for the easement allowing them to directionally bore their facilities; and

WHEREAS, the Village Board having found the requested Easement by Wisconsin Electric Power, Co. to be reasonable and necessary.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Hales Corners, Wisconsin, that an easement for their effort to improve electric service reliability and upgrade of facilities with Wisconsin Electric Power, Co., 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

Document Number	DISTRIBUTION EASEMENT UNDERGROUND ELECTRIC AND COMMUNICATIONS

WR NO. **4992793** IO NO. **53244**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Village of Hales Corners, a Municipal Corporation, and a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin,** hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, SPECTRUM MID-AMERICA, LLC and WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation,** hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

6609986002
(Parcel Identification Number)

The easement area is described as **the Western One Hundred Fifty (150) of the Northerly Six (6) feet and the Westerly Twelve (12) feet**, situated in that parcel of land out of the Northeast Quarter (NE/4) of Section 32, Township 6 North, Range 21 East, Village of Hales Corners, Milwaukee County, Wisconsin, being more particularly described in Quit Claim Deed dated October 11, 1967 from Milwaukee County, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, to Village of Hales Corners, recorded under Document Number 4350039, Register of Deeds, Milwaukee County, Wisconsin, less and except any conveyances heretofore made.

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area. We Energies will clear any debris after the work has been completed.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review**: Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

CLS Tract#: CS 4992793-022-RAMSEY

Grantor:

Village of Hales Corners, a Municipal Corporation

By: ______________________________
Name: **Sandra Kulik**
Title: **Village Administrator/Clerk/Treasurer**

Acknowledged before me in ______________ County, State of ________________, on _________________, 20____ by **Sandra Kulik**, its **Village Administrator/Clerk/Treasurer** (title) signing on behalf of **Village of Hales Corners, a Municipal Corporation.**

____
Notary Public Signature

____
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires ______________________

This instrument was drafted by CLS-Alicia Trapp on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

CLS Tract#: CS 4992793-022-RAMSEY

Temporary Exhibit "A"

Milwaukee County, WI
Tax ID: 6609986002
Tract: 022-RAMSEY

For discussion purposes only. All measurements and distances are approximations.

N

Feet
0 20 40 80

Prepared by:

CLS CONTRACT LAND STAFF
Contract Land Staff, LLC
2245 Texas Drive, Suite 200
Sugar Land, TX 77479

Date: 12/10/2024

Legend	Tract Name:	Property Owner:
Proposed Primary Easement 12' (W) 6' (N) Proposed Secondary Easement 6' Existing Easement Anchor New Pole Transformer	CS 4992793 022-RAMSEY-ROW	Village Of Hales Corners

We-Energies Proposed Easement

1/10/2025

Parcel Point Sanitary Pipe Milwaukee Co, Municipal Boundaries Parcel Dimension Labels

Sanitary Structure — Lateral — Hales Corners — Note

Manhole — Main — Road Right-of-Way — ParcelDimension

Milwaukee Co, Parcel Information

1:663

0 0.01 0.01 0.02 mi

0 0.01 0.01 0.03 km

Milwaukee County Land Information Office

S. Houte

We-Energies Proposed Easement

1/10/2025

Parcel Point	Sanitary Pipe	Milwaukee Co, Municipal Boundaries	Parcel Dimension Labels
Sanitary Structure	Lateral	Hales Corners	Note
Manhole	Main	Road Right-of-Way	ParcelDimension
			Milwaukee Co, Parcel Information

1:663

0 0.01 0.01 0.02 mi

0 0.01 0.01 0.03 km

Milwaukee County Land Information Office

S. Houte

Memo

To: Village Board

From: Sandy Kulik, Village Administrator

Date: April 24, 2025

Re: Agenda Item : 6.5 WYB Financial Request

Repairs to various electrical matters at Schoetz Park were completed by Whitnall Youth Baseball. The facility had been placarded as unfit for occupancy due to the violations of the electrical matters, expired fire extinguishers and minor plumbing work.

The placard has since been removed as WYB has affected the needed repairs. Attached is the invoice incurred by WYB from Current Electric in the amount of $1,630 and the WYB group is asking for 50% of those costs to be reimbursed by the Village.

If the Board concurs, then a motion to approve the requested $815.00 payable to WYB for the work is required.

6.5

Schoetz Park
5301 S 116th St
Hales Corners, WI
4/17/25

E L E C T R I C

PROPOSAL

Current Electric Company proposes to furnish the labor and install the material necessary to complete the electrical work at the above address:

RE: Electrical work

****Drywall repair costs if necessary to be paid by others**

- Furnish & install (1) GFCI protected exterior receptacle and weather proof cover to replace the existing location on the west side of the building
- Furnish & install (1) GFCI protected receptacle replacing the extension cord on the east side of the building
- Remove the receptacles at the 2nd floor press box that are directly over the baseboard heaters
    - removed receptacle location to be blanked off
- Furnish & install up to (3) GFCI protected receptacles and covers in the garage
- Furnish & install (1) GFCI metal cover plate to replace the damaged location on the south wall
- Furnish & install (1) GFCI protected receptacle to replace the damaged location in the ladies room
- Furnish & install (1) GFCI protected receptacle to replace the damaged location in the men's room
- Furnish & install (1) GFCI protected receptacle in the storage room to replace the existing location
- Furnish & install up to (5) GFCI protected receptacles per code in the kitchen to replace the existing locations

Schoetz Park
5301 S 116th St
Hales Corners, WI
4/17/25

Price includes permit & inspection fees
Total investment...$1630.00

Frank Cutraro, Project Manager
CURRENT ELECTRIC CO.

Acceptance Signature
Date:

This proposal may be withdrawn if not accepted within 30 days
****Contracted price subject to change based on inflation costs up until the time of install unless materials are pre purchased by the contract acceptance signee**
ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.
PAYMENT TERMS: 1/3 down, progress payments due upon receipt, balance upon completion. I (we) agree to pay a service charge of $25.00 for any checks returned from my (our) bank unpaid for any reason. I (we) will pay all expenses, including actual attorney's fees and all collection costs incurred by Current Electric in the enforcement of this agreement and the collection of any charges due hereunder. I (we) agree to pay interest at a rate of 18% per annum on all unpaid invoices over 30 days old.
INSURANCE: This proposal includes our standard insurance coverages. Any special insurance requirements are not included and if required, will be billed as an additional charge.

As required by the Wisconsin Construction Lien Law, builder hereby notifies the owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on the owner's land and buildings if not paid. Those entitled to lien rights, in addition to the above signed builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, the owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

7.1

STATE OF WISCONSIN VILLAGE OF HALES CORNERS MILWAUKEE COUNTY

RESOLUTION NO. 25-xx

A RESOLUTION CONFIRMING TRUSTEE LIAISON & MEMBER APPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS & COMMITTEES

WHEREAS, the Village President has submitted appointments for confirmation to the Village Board.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Hales Corners hereby confirms the following re-appointments as presented and attached as Exhibit "A".

PASSED AND ADOPTED this ________th day of April, 20254.

____
Daniel J. Besson, Village President

____
Sandra M. Kulik, Village Administrator/Clerk

Exhibit A

Committee/ Board/Commission	Member/Liaison	Person	Term Expiration
Plan Commission	Member/Chair	Dan Besson	April 30, 2026
Community Development Authority	Member	Dan Besson	April 30, 2026
Labor Negotiations Committee	Member	Dan Besson	April 30, 2026
Building Facilities Maintenance Committee	Member	Mary Bennett	April 30, 2026
Historic Preservation	Member	Mary Bennett	April 30, 2026
Awards & Recognitions SubCommittee	Member	Todd Brinkmeier	April 30, 2026
Plan Commission	Member	Todd Brinkmeier	April 30, 2026
Board of Health	Liaison	Jeff Chesney	April 30, 2026
Community Development Authority	Member	Jeff Chesney	April 30, 2026
Public Works Commission	Liaison	Matt Eternicka	April 30, 2026
Joint Review Board - TID	Member	Matt Eternicka	April 30, 2026
Awards & Recognitions SubCommittee	Member	Scott Riemer	April 30, 2026
Labor Negotiations Committee	Member	Scott Riemer	April 30, 2026
Fire & Police Commission	Liaison	Scott Riemer	April 30, 2026
July 4th Committee	Member	Ian Thomson	April 30, 2026
Library Board	Liaison	Ian Thomson	April 30, 2026