

President Mark Breckheimer called the regular meeting of the village board to order at 7 p.m. on Tuesday, January 9, 2018.

Roll Call – all members reported present. Others present were Mike Loose, Dennis DuPrey, Charlie Fochs, Jim Schmidt, Ed Bryne from the Brillion News and Amy Zacharias from Action Appraisers.

Pledge of Allegiance – The pledge of allegiance was recited by everyone present.

Citizen Questions and Concerns to be acted on at the next board meeting – There was none.

Announcement – Plan Commission Meeting on Tuesday, January 16, 2018 at 6 p.m.

Minutes – Action – to approve the board meeting minutes as presented – motion: Koffarnus; second: Roehrig; carried. The fire department minutes were presented to the board. Action – to accept the fire department minutes and place them on file – motion: Roehrig; second: Koffarnus; carried. The first responder minutes were presented to the board. Action – to accept the first responder minutes and place them on file – motion: Starfeld; second: Keuler; carried.

Treasurer's Report for the Village of Hilbert - balances – \$656,270.38 General fund; \$530,785.88 Sewer fund; \$65,825.00 Water fund; \$36.67 Clean Water fund; \$1.00 DOA Block Grant Fund; (\$96,640.59) TID #1 fund; \$1,085,737.45 T-Plus fund; \$4,465.44 First Responder fund; (\$363,370.73) TID #2; \$586,612.67 Capital Improvements Fund. Action – to approve the treasurer's report as presented – motion: Koffarnus; second: Starfeld; carried. The November and December treasurer's reports for the fire department were presented to the board. Action – to approve the fire department treasurer's reports as presented – motion: Starfeld; second: Keuler; carried. The November and December treasurer's reports for the first responders were presented to the board. Action – to approve the first responder's treasurer's reports as presented – motion: Roehrig; second: Keuler; carried.

Claims - examined and discussed. Action – to pay all claims – motion: Roehrig; second: Koffarnus; carried.

Correspondence – The MEG Newsletter was presented to the board for their information. The Focus Newsletter was presented to the board for their information. The Boardman & Clark Newsletter was presented to the board for their information.

Reports - The report of labor hours was presented to the board for their information. The monthly report on building permits was presented to the board for their information. Notice of receipt of the quarterly street aid payment in the amount of \$11,566.26 was presented to the board. The January settlement of the taxes collected to 12/31/2017 was presented to the board. DuPrey stated that \$741,305.79 has been collected, which is 38% and up 5% from last year.

Unfinished Business:

2018 Projects – Nothing new.

Recycling/Rubbish – The monthly report was presented to the board for their information.

Police Protection for the village – The monthly report for police protection for the village was presented to the board for their information.

Fire Department – Mike Loose reported that there were 5 fire calls since the last meeting. He also stated that there are 4 new firemen who have completed Firefighter 1. He said that Chief Dave Franz, who has recently retired from his job, will now be available during the day, which will be a great help for fire calls received during that time.

TID District #1 – nothing new.

TID District #2 – nothing new.

Wastewater Treatment Plant – WWTP Upgrades – Nothing new. Hilbert Acres Mobile Home Park – There was nothing new reported. DuPrey was asked to check with Anita to remind her about the monthly updates that the board wants to receive. DuPrey will contact her. Reports on Engineering Bills and Clean Water Fund Draws compared to budget to date – Nothing new.

Village South Residential Development Property – The board discussed hiring a consultant to write a CDBG-PF Grant for infrastructure. DuPrey said that we qualify for LMI (low to moderate income). We could possibly get up to \$500,000. DuPrey also stated that we received 2 proposals; Robert E. Lee and Cedar Corporation. Robert E. Lee's quote was \$5,900 and Cedar Corporation's quote was \$5,500 - \$6,500. Breckheimer said that so far, we have had very good outcomes with the other grants that Cedar Corporation had done for us. Koffarnus said that yes, they are 2 for 2. Action – to hire Cedar Corporation as the consultant to write the CDBG-PF Grant for infrastructure – motion: Starfeld; second: Roehrig; carried.

736 W. Main St. Property – The discussion regarding this project concerned two topics. These topics were: the required agreement with the developer for the WEDC CDI Grant and the agreement with WEDC for the CDI Grant. DuPrey stated that the agreement with WEDC for the CDI Grant was a pretty standard contract which WEDC has used before with other municipalities. He sees no issues with it. The developer agreement, however, must be signed before going forward. It is required for the grant and must be signed before January 24<sup>th</sup> because that is when the village needs to sign the WEDC CDI Grant. Cedar Corporation wrote up the agreement. DuPrey says that the contract needs to include a personal guarantee from the developer in case the LLC has no value. He said this is a standard clause when dealing with LLCs. Starfeld agreed. This is added security for the village. WEDC can request money back if the requirements are not satisfied; which includes a timeline for the project to be completed. They would collect this from the village and then the village would have to collect it from the developer. Starfeld and Keuler questioned why the developer doesn't need collateral to back up the \$250,000.

DuPrey stated that the funds are a grant and not a loan. Todd Thiel, the developer, will have to put up \$750,000 since it is a 3 to 1 match. The board discussed the need to have the village attorney carefully review both agreements to make sure everything is covered that can be. Starfeld stated that we need to protect the village and the residents by tightening up the developer contract. It was once again reiterated that Todd Thiel must sign the developer agreement with the village in order for things to proceed with the grant. Action – to approve required agreement with the developer for the WEDC CDI Grant pending attorney review – motion: Starfeld; second: Bolwerk; carried. Action – to approve the agreement with WEDC for the CDI Grant pending attorney review – motion: Roehrig; second: Starfeld; carried.

Village Economic Development Plan – Nothing new.

Village Insurance Renewal – There was discussion regarding some insurance questions that were asked at the previous board meeting that now have been answered. To increase the liability limit to \$5,000,000 (from the \$3,000,000 quoted) the annual premium would increase \$1,200. Roehrig said since that extra amount would need to be budgeted for, he feels like the amount should remain at \$3,000,000 as quoted for this year, but keep that option in mind at budget time. The board agreed. The next question concerned Underinsured/Uninsured Coverage. The highest The League will increase the Underinsured Coverage is: \$500,000 per vehicle/\$1,000,000 per loss. The annual additional premium would be \$134. The highest The League will increase the Uninsured Coverage is \$1,000,000 per vehicle/\$2,000,000 per loss. The annual additional premium would be \$253. DuPrey said this is largely due to the fact that the village employees are the only ones who are authorized to use the vehicles/equipment. Roehrig asked if that is standard procedure, and that if this is the case, they need to make sure it always is just the employees using them. Fochs said yes, it is, and no one else uses them. Breckheimer stated there is an actual equipment use agreement for residents that are in need of equipment and the village employees must operate that equipment. There is a charge for the use of the equipment and for the cost of the employee's time. Roehrig asked about the guys that might help plow. DuPrey stated that they will be on the payroll as employees so they will be covered. Looking through the quote Roehrig also mentioned that it would be easier if some of the names for the vehicles used were more precise so it was easier to know which ones they were talking about. Fochs explained what each one was. While looking at the values placed on each one, Roehrig asked why the new fire truck was listed as only \$33,000 instead of it's actual value of over \$200,000. DuPrey said he would inform The League to change that to the correct value. Koffarnus also said that the 1988 truck needs to be taken off of the list. DuPrey said he would have those changes made. It was decided to make those changes and then keep the coverage as is for now but keep this information for future reference.

New Business:

Application for Operator Licenses – There were none.

Classes/Seminars/Schooling for employees – There was no information presented.

Village Assessor – Amy Zacharias, from Action Appraisers, appeared before the board to explain the new Act 68 and how it affects our municipality. She stated that there are changes concerning assessor property access. Property owner now may deny assessor interior entry; denial to enter interior shall not prevent owner from appearing at Board of Review to object and assessor may not increase the value solely on the property owner's refusal to allow entry. Act 68 also requires the assessor to provide property owners with written notice if requesting an interior view. The property owner has 14 calendar days to respond. For property owners, who do not respond, consent or denial may be obtained in person. If the property owner is unavailable, a door hangar will be left with contact information. If property owners do not respond then a state prescribed letter via certified mail will be sent. They have 14 calendar days to respond. If property owners still do not respond with an affirmative consent or denial to the request for view, the following options are available: Use the special inspection warrant to gain view if the next best information is insufficient to develop a supportable valuation or note the lack of response at the BOR if available. Another change is that the current law for the Board of Review time and place is to meet annually during 30-day period starting 2<sup>nd</sup> Monday of May, the new law is to meet annually during 45-day period starting 4<sup>th</sup> Monday of April, no sooner than 7 days after the last day which the assessment roll is open for examination. Amy said when it comes down to it, these changes involve much more paperwork on their end. She said she is always available to answer any questions that may come up.

Village Board Member Informational Report – Koffarnus questioned whether people were aware that he is not seeking re-election. It was stated that when residents inquire they are told he has filed a declaration of non-candidacy.

Village Personnel Information Report – Fochs stated that the DNR has said yes to the pilot study which will help make the water even better. Details just have to be put in place to find out how/when it'll happen. Starfeld asked Fochs if they should be working on the plans soon for 2019 street projects. Fochs stated yes, they should be. DuPrey stated that the radio read system was down and the problem may be the gateway and they are still waiting to hear back. DuPrey said as of right now they cannot monitor all the leaks without the system being at 100%.

President's Report – Nothing.

The board then convened into closed session under Section 19.85(1)(c) of the Wisconsin Statutes to discuss the possibility of pursuing the purchase of public property. Action – to convene into closed session – motion: Starfeld; second: Keuler; Roll Call Vote – yes: Bolwerk, Koffarnus, Roehrig, Nolan,

Keuler, Starfeld, Breckheimer; carried.

The board then reconvened back into open session. Action – to reconvene back into open session – motion: Keuler; second: Roehrig; Roll Call Vote – yes: Bolwerk, Koffarnus, Roehrig, Nolan, Keuler, Starfeld, Breckheimer; carried. There was no action from the closed session.

Adjournment – Action – to adjourn – motion: Keuler; second: Starfeld; carried. The meeting was adjourned at approximately 7:46 p.m.

*Missy Kieso*

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Missy Kieso, Deputy Clerk

President Mark Breckheimer called the special meeting of the village board to order at 6 p.m. on Monday, January 22, 2018.

Roll Call – all members reported present. Also present were Ed Byrne from the Brillion News, Tim Halbach, attorney representing Todd Thiel and Charlie Fochs.

Pledge of Allegiance – The pledge of allegiance was recited by everyone present.

Citizen Questions and Concerns to be acted on at the next board meeting – Koffarnus questioned the building at 245 W. Main St. with the work being done on it and the debris outside. DuPrey stated that the building inspector had been notified to follow up with them about a building permit and the issue of the debris outside would be addressed with it also.

Announcement – Employee Review meeting is February 7<sup>th</sup> at 6 p.m.

President's Report – none.

Unfinished Business:

736 W. Main St. LLC Project – The board first discussed the developer agreement for the WEDC CDI Grant for the project. Breckheimer presented to the board the one approved by our lawyer and sent to the developer along with proposed revisions from the developer as sent by his attorney that is in red. Breckheimer stated that as far as negotiations go for this with incentives and stuff, it was done last spring and it is included in the WEDC grant application resolutions and letters stating that we were not offering any incentives except for the possible grant. Breckheimer stated that this was the basis of getting the award of the grant in the first place. He stated that we had 5 previous meetings on this discussing potential funding and that part of the issue is legal because part of the grant application was that we were not providing any additional funding. He stated so that after being awarded the grant that to change it can cause issues. Tim Halbach stated that from Todd's perspective, nothing is signed with the grant contract or anything so he wants to negotiate it and seeks an additional \$250,000 in funds from the village besides the grant amount. He stated that if the answer is no, then the answer is no. He stated that this is Todd's position and if the village is not doing the additional \$250, then he is not going to do the project. Starfeld stated that in minutes from April 2017, it was stated that he would go forward with the project if the village applied for and received the grant. Starfeld stated that it was \$250,000 and that was it. Tim Halbach stated that Todd is seeking the \$250,000 grant and \$250,000 from the village. Starfeld stated that he was at the meeting when this was decided and he stated that if the village received the \$250,000 grant, he would be happy with that. Starfeld stated that if this was the case, then he should have brought it up back then and not agreed with the \$250,000 grant only. He stated that tonight we are spending another \$230 for meeting. Starfeld felt that Todd should be here in front of the board. He stated that he could make this short and sweet right now. Keuler questioned Tim Halbach if there is a reason why Todd had changed his mind? Tim Halbach stated that at the meeting he was at, there was never a motion to put the matter to rest. Breckheimer stated that the board does not make a motion not to do something. He stated that this process started two years ago and the costs of things have gone up compared to then and also the local property taxes have gone up over 18% the last year and he feels that these two items had something to do with it. Breckheimer presented a letter to the board on what he feels should be sent making the village's position clear. Starfeld questioned why we are sending a letter. Breckheimer stated so that there is a record of our decision. Roehrig questioned why we were meeting tonight. Breckheimer stated that because the deadline to sign the grant contract was originally tomorrow but we received an extension until January 31<sup>st</sup>. Roehrig stated that we were not seeking a counter proposal. Breckheimer stated that he doesn't have the authority to change it. DuPrey stated that as Breckheimer stated there is no authority to negotiate or change the contract. He stated that the motion was to approve the contract pending attorney review. DuPrey stated that the attorney reviewed it and made a few adjustments to address concerns on protecting the village taxpayers without making it too stringent on Todd and the development. DuPrey stated that the agreement was sent to the developer and then he received this revised agreement which he showed to Breckheimer and the meeting was called. There was discussion about changing the agreement with WEDC and DuPrey stated that we cannot change that agreement. The developer agreement with Todd was originally drafted by Seth from Cedar Corp which was modeled after another community with the same grant. This original draft was sent to Todd and conditionally approved by the board pending our attorney review.

The attorney did tweak some language and then that revised agreement was sent to Todd. The revised agreement was then amended by Todd and his attorney and sent back to us. Starfeld questioned if Todd was aware that if he doesn't proceed with the project that he must reimburse the village for the cost of the grant application. Tim Halbach stated that he was and would reimburse the costs if he doesn't proceed with the project. DuPrey stated that we cannot sign the WEDC agreement if the developer agreement is not signed with Todd. He stated that we act as the pass-through agency for the grant and we are liable for the grant so we have to have this other agreement to protect the taxpayers and ensure that the regulations within the grant are followed. He stated that this is standard to have this agreement. Breckheimer also stated that this is why he also put in the letter the deadline for signing the developer agreement is January 30<sup>th</sup> so everything is clear up front. Starfeld stated that he felt the village did everything that was asked and used taxpayer dollars to apply for the grant and received the full grant amount and now he backs out of it and the village gets an email from him and his attorney stating that the board is killing Hilbert and they don't want to see it and he feels that this is not right, not at all. He stated that if anything, the village did a good job by getting the grant for the project and doing the development, etc. Roehrig stated that we even received the full amount which is not always the case. Starfeld again stated that again, we incurred an additional \$230 for tonight's meeting. Koffarnus stated that we even went through the whole process of changing the sign ordinance so that he would be able to put up the signs that he wanted because the code at that time did not allow it. Keuler stated that from a legal aspect, he doesn't feel we can even give the money after the fact. Tim Halbach acknowledged that this could be an issue with the grant application if we do this now. Breckheimer stated that there were things within the grant application that we have to certify. DuPrey stated that there are Statement of Assurances within the grant application that everything is accurate and there was nothing misleading or it could affect funding or be a civil or criminal act. He stated that the grant application indicating that this grant was the only source of financing and that there was a resolution and letters included regarding the lack of a TIF District and with it not being in a TIF District and the inability to create a new one greatly hinders the village's ability to invest village funds in the project that are allowable under current regulation. TIF Districts are the main financing tool available to municipalities to provide funding sources and incentives for development. Breckheimer asked the board if we should do the letter. Koffarnus and Nolan both stated that we should do the letter. DuPrey read how the motion should read if the board chooses to go this route. He stated that the motion should read that we would keep the developer agreement the same as originally submitted to him and that there is no other funding and to send the letter as presented. Roehrig then asked to read a statement. He stated, "What concerns me the most as the chairperson of our local EDC, is how this could possibly jeopardize future grant applications either with Mr. Thiel or through groups for which he is a member. I simply cannot grasp how someone can walk away from a \$250,000 grant." Tim Halbach asked if there is another alternative and maybe it was voted on last year and that is it and \$250,000 is the number. Breckheimer stated that we already discussed this and said we are not doing \$250,000. Tim Halbach stated then that is it then. Nolan stated that if we do it on this end, then we lose it on the other end and either way it is \$250,000. Bolwerk questioned if we could use the money someone else. Breckheimer stated that it has to be used for this specific project. Roehrig stated that the trickledown effect by turning this grant down is real sad. Action – to keep the grant as submitted and that there would be no additional funding and that the letter be sent as presented – motion: Starfeld; second: Keuler; Roll Call Vote – yes: Bolwerk, Koffarnus, Roehrig, Nolan, Keuler, Starfeld, Breckheimer; carried. The next item discussed was to hire Cedar Corp to do the administrative work on the grant. DuPrey stated that in the event that the agreements are signed and given the current situation, he would like to be removed from administering the grant and have Cedar Corp do it. The estimated cost would be \$1,500. The board felt that it was a good idea. DuPrey still wanted the board to approve it in the event the project progresses. Action – to hire Cedar Corp to be grant administrator for the WEDC CDI grant at a cost of \$1,500 – motion: Starfeld; second: Roehrig; carried.

The board then convened into closed session under S. 19.85(1)(e) to discuss the possibility of pursuing the purchase of public land and investing of public funds. Action – to convene into closed session – motion: Starfeld; second: Bolwerk; Roll Call Vote – yes: Bolwerk, Koffarnus, Roehrig, Nolan, Keuler, Starfeld, Breckheimer; carried.

The board then reconvened back into open session. Action – to reconvene back into open session – motion: Starfeld; second: Keuler; Roll Call Vote – yes: Bolwerk, Koffarnus, Roehrig, Nolan, Keuler, Starfeld, Breckheimer; carried.

There was no action from closed session.

Adjournment – Action – to adjourn – motion: Bolwerk; second: Starfeld; carried. The meeting was adjourned at 7:51 p.m.

*Dennis DuPrey*

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Dennis DuPrey, Clerk