



COMMUNITY LIFE, INFRASTRUCTURE AND PUBLIC PROPERTY (CLIPP) COMMITTEE MEETING AGENDA

November 06, 2023 at 6:00 PM

Kronenwetter Municipal Center - 1582 Kronenwetter Drive Board Room (Lower Level)

1. CALL MEETING TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. PUBLIC COMMENT

Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this Village that Public Comment will take no longer than 15 minutes with a three-minute time period, per person, with time extension per the Chief Presiding Officer's discretion. Be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.

3. APPROVAL OF MINUTES

- [C.](#) October 2, 2023 CLIPP Committee Meeting Minutes

4. REPORTS AND DISCUSSIONS

- [D.](#) Police Chief Report
- [E.](#) Fire Chief Report
- [F.](#) Public Works Director Report
- [G.](#) Community Development Director Report
- [H.](#) Treasurer's Report
- [I.](#) Complaint Log

5. OLD BUSINESS

- [J.](#) Discussion and Possible Action: Citizen Concerns for Kowalski Road Traffic
- [K.](#) Discussion and Possible Action: Designation of Emergency Access Alternate
- [L.](#) Discussion and Possible Action: Park Naming Policy
- [M.](#) Discussion and Possible Action: Municipal Center Roof Replacement RFP Review
- [N.](#) Discussion and Possible Action: Facilities Study RFP

6. NEW BUSINESS

- [O.](#) Discussion and Possible Action: Purpose of Complaint Log on CLIPP agendas

7. NEXT MEETING: December 4, 2023

8. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

9. ADJOURNMENT

NOTE: Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made at least 24 hours in advance to the Village Clerk's office at (715) 693-4200 during business hours.

Posted: 11/03/2023 Kronenwetter Municipal Center and www.kronenwetter.org

Faxed: WAOW, WSAW, WSAU, and Mosinee Times | Emailed: Wausau Daily Herald



COMMUNITY LIFE, INFRASTRUCTURE AND PUBLIC PROPERTY (CLIPP) COMMITTEE MEETING MINUTES

October 02, 2023 at 6:00 PM

Kronenwetter Municipal Center - 1582 Kronenwetter Drive Board Room (Lower Level)

1. CALL MEETING TO ORDER

Committee Vice-chairperson Trenton Karch called the meeting to order at 6 p.m.

A. Pledge of Allegiance

Those in attendance recited the Pledge of Allegiance.

B. Roll Call

PRESENT – *Trustee Kelly Coyle, Trenton Karch, Pat Kilsdonk, Ryan Leff*

ABSENT – *Trustee Chris Eiden*

STAFF PRESENT – *Interim Administrator Kim Manley, Public Works Director Leonard Ludi, Police Chief Terry McHugh, Fire Chief Theresa O'Brien*

GUESTS – *Guy Fredel, Nancy Fredel, Kim Tapper, Bernie Kramer, Patricia Kramer, Faye L. Buchberger, Brittany Burns, LouAnn Martens, Gary Goytowski, Lavonne Goytowski*

2. PUBLIC COMMENT

Guy Fredel – 2240 Ruby Drive, Kronenwetter, WI – Fredel spoke to agenda item J. Discuss and Consider: Designation of Emergency Access Alternate. He defined the meaning of discuss. He also provided in from from the Village of Kronenwetter Comprehensive Plan Update 2019: Public Safety Goal. Fredel called for the Village to address the situation for residents on the west of Old Highway 51.

Bernie Kramer – 2150 E State Highway 153, Kronenwetter, WI – Kramer spoke to the history of addressing the safety concern for residents on the west of Old Highway 51. He encouraged the committee to not let it “die” before being addressed.

Faye L. Buchberger – 824 W. Nelson Rd., Kronenwetter, WI – Buchberger spoke to agenda item J. She addressed the possible safety risk that exists for residents on the west of Old Highway 51.

Brittany Burns – 690 W. Nelson Rd., Kronenwetter, WI – Burns spoke to agenda item J. She said she was concerned about the possible safety risk to her family.

LouAnn Martens – 710 W. Nelson Rd., Kronenwetter, WI – Martens spoke to agenda item J. She said this situation is very concerning to her because of health issues.

**UNAPPROVED CLIPP MEETING MINUTES
OCTOBER 2, 2023**

Gary Goytowski – 1977 Kowalski Rd., Kronenwetter, WI – Goytowski spoke to agenda item I. He said the semi-truck and other large truck traffic is a safety issue for Kowalski Road because of the school buses, pedestrian traffic, ATVs and UTVs.

Vice-chairperson Trenton Karch read a written statement from Kim Tapper regarding agenda item J. – 2293 Courtland Drive, Kronenwetter, WI. After it was read, Tapper also commented on the need for homeowners to exit the area in an emergency situation if the outlets are blocked by a train.

3. APPROVAL OF MINUTES

- C. Approval of the September 6, 2023 CLIPP Committee Meeting Minutes
Motion by Kilsdonk/Coyle to approve the September 6, 2023 CLIPP Committee Meeting Minutes as presented. Motion carried by voice vote. 4:0.

MOVED TO AGENDA ITEM J.

4. REPORTS AND DISCUSSIONS

- D. Police Chief Report
- E. Fire Chief Report
- F. Public Works Director Report
- G. Community Development Director Report
- H. Complaint Log

5. OLD BUSINESS

- I. Discuss and Consider: Citizen Concerns for Kowalski Road Traffic
NO ACTION TAKEN. Item will appear on the November meeting agenda.

6. NEW BUSINESS

- J. Discuss and Consider: Designation of Emergency Access Alternate
Motion by Kilsdonk/Coyle to postpone Designation of Emergency Access Alternate until the November CLIPP Committee Meeting allowing the new administrator to gain an understanding of the issue. Motion carried by voice vote. 4:0.

Discussion: Guests, committee members, staff members and emergency personnel discussed the positive and negative aspects of using the multi-use path to transport emergency vehicles to the west side of Highway 51 if the roads were being blocked by a train.

MOVED TO 4. REPORTS AND DISCUSSIONS

- K. Discuss and Consider: Athletic Field Rental Procedures and Usage Revision/Elimination of Policy PW-012
Motion by Karch/Kilsdonk to recommend the Village Board approve the Athletic Field Rental Procedures and Usage Revision and eliminate Policy PW-012. Motion carried by voice vote. 4:0.
- L. Discuss and Consider: 2024 Community Events
Motion by Coyle/Karch to recommend the Village Board approve the proposed 2024 Community Events. Motion carried by voice vote. 4:0.

**UNAPPROVED CLIPP MEETING MINUTES
OCTOBER 2, 2023**

7. NEXT MEETING: November 6, 2023

8. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

Revisit the purpose of the complaint log report on the CLIPP Committee agendas.

9. ADJOURNMENT

Motion by Coyle/Leff to adjourn the October 2, 2023 CLIPP Committee Meeting.

Motion carried by voice vote. 4:0.

Meeting adjourned at 7:53 p.m.



KRONENWETTER POLICE DEPARTMENT

Office of the Chief of Police

Executive Summary for Nov. 2023 CLIPP



TO: CLIPP COMMITTEE MEMBERS

DEPARTMENT ACTIVITY SUMMARY – In September, we handled 698 total calls for service. Some highlights included the following:

- A pair of ID theft/fraud cases.
- Three arrests for OWI, all first offense with PBT’s (preliminary breath tests) ranging from 0.12—0.14.
- Three family disturbances involving a juvenile.
- Two mental health welfare checks.
- Two sexual assault investigations, one of which is still open (more on this in the next section).
- A child abuse investigation that is still ongoing.
- A misdemeanor theft investigation that is still open.
- A municipal citation for possession of marijuana.
- An agency assist for Rothschild PD that involved a foot chase and use of force.
- Two assists to the KFD for dryer fires, one in an apartment and the other at a residence.

DEPARTMENT PERSONNEL ISSUES & STATUS – We are down an officer after one of the officers hurt his knee on duty. He is currently on light duty while he awaits his next medical appointment. This has made staffing tough on one team’s work rotation because we already had pre-approved time off and so we’ve often gone down to hard minimum staffing or pay OT to fill a shift. We have used the light duty officer not only in the police department, but also on the general village side doing several filing and administrative duties under the direction of the Clerk. We’re hoping he is back at the beginning of November.

We have been working a child sexual assault case involving multiple victims for roughly three weeks and so far, we’ve written and executed multiple search warrants. Writing search warrants, having them reviewed by the DA’s Office, and getting them signed by a judge is a time intensive process (and that doesn’t include the time spent executing them, collecting and tagging evidence, and writing reports).

This is a multi-jurisdictional case that involves both Wausau and Everest Metro PD’s; however, the majority of the incidents occurred in Kronenwetter. We’re seeing great teamwork from all agencies and the District Attorney’s Office as we progress through this case. These cases are very challenging not only because they’re so labor intensive, but they can also be taxing from an emotional standpoint. Because we’re still following up on a few things, I’m not able to provide much more detail; however, the defendant has now been formally charged with the following, all felonies (per WICCAPP):

- Repeated Sexual Assault of Same Child (At Least 3 Violations of 1st or 2nd Degree Sexual Assault)
- Repeated Sexual Assault of Same Child (At Least 3 Violations of 1st or 2nd Degree Sexual Assault)
- Cause Child <13 to View/Listen Sex. Act.
- Cause Child 13-18 to View Sex. Activity
- Repeated Sexual Assault of Same Child (At Least 3 Violations of 1st or 2nd Degree Sexual Assault)
- Repeated Sexual Assault of Same Child (At Least 3 Violations of 1st or 2nd Degree Sexual Assault)
- Repeated Sexual Assault of Same Child (At Least 3 Violations of 1st or 2nd Degree Sexual Assault)



KRONENWETTER POLICE DEPARTMENT

Office of the Chief of Police Executive Summary for Nov. 2023 CLIPP



Section 4, Item D.

Sgt Seehafer just completed the three-week Leadership in Police Organizations (LPO) course, which was hosted by the Stevens Point Police Department. LPO uses a behavioral science approach to leading people, groups, and organizations. The course is based on material developed for the U.S. Military Academy at West Point. Focused on cultivating leaders at all levels of the organization, LPO training is highly interactive. Small group case studies, videos and class exercises are used to reinforce learning. The three-week course is generally taught one week a month over three months. The LPO course is one of courses on the KPD career development matrix. Congrats to Sgt. Seehafer on a job well done!

Officers just completed medical training, including a refresher on Narcan (used to counteract an opioid overdose), chest seals, and biennial CPR recertification. KFD Chief O'Brien and Captain O'Brien taught the course for us and were kind enough to accommodate both work teams, thereby eliminating a need to pay overtime.

CURRENT GRANTS AND EQUIPMENT – We are still working through the insurance claim for the 2017 Ford Interceptor, but we have stripped the vehicle of any serviceable equipment, signed the title over, and had the vehicle towed by the insurance company. We are working through options for a replacement with the APC and Village Board.

Sept. 2023 Calls for Service Info

Events by Nature Code by Agency

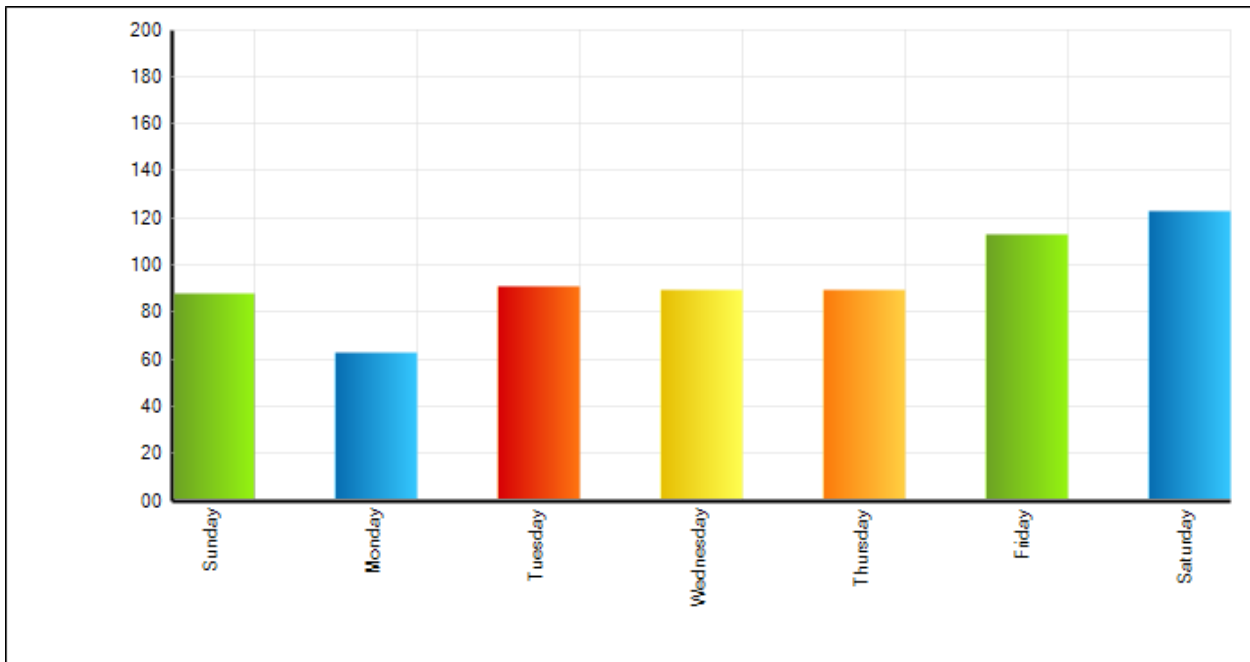
KP	911 HANG UP	4
	ALARMS	4
	ANIMAL COMPLAINT	9
	BUSINESS SECURITY CHECK	38
	CIVIL COMPLAINT	2
	CRIMINAL MISCELLANEOUS	14
	CROSSING GUARD DUTY	1
	DISABLED VEHICLE	18
	EXTRA PATROL	84
	FAMILY DISTURBANCE	1
	FIELD INTERVIEW	2
	FINGERPRINTING	6
	FOLLOW-UP INVESTIGATION	30
	GAS SKIP	1
	INFORMATION	1
	JUVENILE ATL	5
	JUVENILE DISTURBANCE	8
	LOST AND FOUND	6
	MENTAL SUBJECT	9
	SCHOOL WALK THROUGH	18
	SERVICE MISCELLANEOUS	98
	SEXUAL ASSAULT	2
	SUSPICIOUS ACTIVITY	13
	TRAFFIC HAZARD	3
	TRAFFIC MISCELLANEOUS	7
	TRAFFIC STOP	195
	VEHICLE LOCKOUT	3
	WARRANT SERVICE	3
	WELFARE CHECK	11
	HIT & RUN CRASH	2
	TRAFFIC CRASH - INJURY	3
	TRAFFIC CRASH PDO	7
	CO ALARM	1
	FIRE ALARM	4
	UTILITY FIRE CALL	2
COMMUNITY RELATIONS ACT	3	
SERVICE MISCELLANEOUS	2	
TELEPHONE MESSAGE	7	
VEHICLE ATL	10	
MEDICAL EMERGENCY	21	

Sept. 2023 Calls for Service Info

Summons/Citations Charge Summary
 Agency: KRONENWETTER PD, Date Range: 09/01/2023 00:00:00

Charges	Count
AUTOMOBILE FOLLOWING TOO CLOSELY	1
DISPLAY UNAUTH. VEH. REGISTRATION	1
EXCEEDING SPEED ZONES, ETC. (1-10 MPH)	3
EXCEEDING SPEED ZONES, ETC. (11-15 MPH)	16
EXCEEDING SPEED ZONES, ETC. (16-19 MPH)	1
EXCEEDING SPEED ZONES/POSTED LIMITS	2
FAIL/OBEY TRAFFIC SIGN/SIGNAL	1
FAIL/STOP AT STOP SIGN	3
KNOWINGLY OPERATE WITHOUT LICENSE	1
MISUSE OF 911 - 1ST VIOLATION	1
NON-REGISTRATION OF AUTO, ETC	2
NON-REGISTRATION OF VEHICLE	1
OPERATE MOTOR VEHICLE W/O INSURANCE	2
OPERATE MOTOR VEHICLE W/O PROOF OF	11
OPERATE W/O VALID LICENSE	1
OPERATING WHILE SUSPENDED	3
OPERATING WHILE UNDER THE INFLUENCE	3
POSSESS OPEN INTOXICANTS IN MV-DRIVER	1
POSSESSION OF THC (FORFEITURE)	1
SPEEDING IN 55 MPH ZONE (11-15 MPH)	1
SPEEDOMETER VIOLATIONS	1
UNSAFE LANE DEVIATION	4
Total:	61

Calls by Day of the Week



KRONENWETTER FIRE DEPARTMENT
OCTOBER 2023

Training:

The fire department had 2 Fire and 2 EMS meetings in October –
Fire 10/2/2023 – Emergency Vehicle Operations
10/16/2023 – Ropes & Knots
EMS 10/12/2023 – Address searches/County Forest Unit gate checks
10/26/2023 – Pediatric Emergencies

Fire Calls:

The fire department was dispatched to 3 car accidents and 1 odor incident in the Village of Kronenwetter, in addition the department was dispatched to 1 structure fire and 2 cancelled calls for Riverside. For a total of 7 calls for October. We have had 105 calls for fire service year to date.

EMS Calls and Updates:

33 EMS calls in October for a total of 344 year to date. Starting to see a rise in falls and cardiac related emergencies.

Vehicle/Equipment Updates:

Monthly maintenance checks have been completed by the 2 members assigned to maintenance. They are creating a monthly checklist so we can monitor any issues that come up and catch them before they become “major”. Rescue 6 is due for tires and will be replaced after the first of the year. SCBA (face masks) have had their annual flow testing completed with no issues found. Engine 2 as well as the old tires from Tanker will be going up for auction in the upcoming months.

Staffing:

Currently have 30 members on the department – 3 new hires started in October. Of the new hires 1 is already trained in fire and EMS, 1 is a RN and will be joining us as a First Responder and 1 is new to the fire service and will be taking training in January. We have 1 current application that we will be interviewing first week of November.

Past and Upcoming training and events:

Members of the fire department provided fire prevention activities for Wausau Child Care – approximately 50 children were in attendance.

Participated in a trunk & treat event at Mt Olive Church in Weston and Trick or Treating at various locations throughout Kronenwetter.

Still working on creation of Fire Extinguisher training program – we will be offering this to all local businesses as well as offering quarterly trainings to the general public which will include extinguishers and hands only CPR. More to come on this.

KRONENWETTER FIRE DEPARTMENT					
OCTOBER 2023					
	Village	Guenther	Mutual Aid	Monthly Total	Year To Date
Vehicle Accidents	3		0	3	19
Chimney Fire				0	0
Grass/Brush Fire				0	2
Structure Fire			1	1	23
Weather				0	4
CO/Gas/Alarms	1			1	34
Car Fire				0	6
Other				0	6
Cancelled calls			2	2	11
Total Calls	4	0	3	7	105
Mutual Aid Received	0				4
Mutual Aid Given/Dispatched	3				34
First Responder Calls	33	N/A	N/A	33	344
				Monthly	Year To Date
Engine 1				4	43
Truck 1				1	11
Tanker 2				1	12
Rescue 6				2	27
Brush 1				1	7
Car 2				1	10
UTV				0	2

Leonard Ludi
Director of Public Works & Utilities
Status Report:
As of November 1, 2023

General Items:

- Attending the Wisconsin Towns Association Conference Oct 23th and Oct 24
- Met with State of WI Commercial Inspector to discuss Well # 2 Treatment Project Oct 25th
- Prepared Municipal Roof Bid Packet complete for CLIPP meeting November 6
- Prepared Kick-off Agenda for Lift Station 8 & 5 Design Project – Contract executed Oct 27
- Tour of new Municipal Center at the Village of Weston Oct 26th
- Prepared Facility Study Request for Bid – Scope of Work – for CLIPP meeting November 6.
- Met with Mr. Lee D. Turonie (Legal Counsel) on Oct 26th
- Attended PFAS Settlement Webinar Oct 31, 2023 12:00 noon
- Met with County of Marathon Emergency Management Director Phillip Rentmeester to discuss emergency management plans relative to railroad emergencies.
- Reviewed TADI's Kowalski Road Interchange Traffic Study and provided comments.
- Regarding citizen concern for Kowalski Road commercial vehicle traffic, met WisDOT Commissioner Jim Griesbach and Village of Spenser Public Works director Paul Hench

Continued Reviews

- Wisconsin Statutes and legal opinions regarding Truck Route requirements on public roads
- AutoCAD roadway and utilities community plans from approximately 2008
- PFAS 3M settlement June 2023, to include review of June 20, 2023 PFAS testing results with Lab.

- Reviewed Ehlers TID Cashflow Report
- Completed Utilities Budget review with Lisa Kerstner

Public Works

- Yard Waste site gravel material installed and waiting for compaction in the Spring – Site will not be open for use until late-Summer 2024.
- Development of Equipment Replacement Layout for upcoming 2024 budget plan
- Seal Coat Maps updates in progress
- Parks finished up with winterizing Parks buildings
- Ditch Mowing active through mid-November
- Currently going thru all equipment to prepare for snow plow mounting for the winter season, manhole/water shut taring, grading, final culvert installs etc.
- Getting ready for winter season final patching with hot mix

Water & Sewer Utility

- 64 radio installs in progress
- SCADA issues communicated with Systems Controller resolved
- Dunrite has completed roofing and siding on Lift Station 7
- Most likely replacing the last original pump at LS 6. The opposite original pump was replaced in 2018.
- PFAS Testing was waived by the department in 2023
- 694 West Nelson not close enough to receive municipal water and sewer.

Well #2 Water Treatment Construction Project

- State inspector was not engaged by the Village, Becher Hoppe or contractor Ellis – issue is now being resolved.
- State Commercial Building Inspection schedule 10-31-23 at 10:00am
- Water Utility repaired line break from Ellis Hot-tap on 10-28-23
- Contractor's progress reports received 10-25-23
- Engineer progress report received 11-1-2023

- Ellis’s Pay Application #1 & 2 will combined Sept. & Oct for November billing cycle
- Impeller replacement Pump 2 at Lift station 3 pending quote from Linder Electric.

TID #2 Utilities and Road Priority Projects

- Utility Committee recommended award of the lift station s No. 8 and 4 design to Roth Professional Services and Village Board approved awarding agreement on Monday, October 24, 2023 . Design Kickoff meeting is set for Wednesday November 8, 2023.

Wisconsin Department of Transportation

- Attending Wisconsin Towns Association Conference October 23th and 24th at Wisconsin Dells.
- Training for (1) WISLR & Mileage Basics, (2) WISLR Submit Pavement Ratings and (3) Managing WISLR Pavement Analysis

Yard Waste site gravel installed for the winter – not to opened until late-Summer 2024 due to compact that is needed in the Spring.



Well #2 Water Treatment Construction Project



Visit to Village of Weston Municipal Center for facility by PWD





Community Development/Planning and Zoning Director Report

November 6, 2023

Peter S. Wegner, Community Development/Planning and Zoning Director

- 10/3/2023 Research/correspondence language related to work vehicles in SF.
- 10/3/2023 Review RFP for New Metal Roof Municipal Center roof repair/replacement.
- 10/3/2023 Review options for garage addition Pine Road parcel.
- 10/3/2023 Driveway Access Permit review Meadow Drive.
- 10/4/2023 WPS Permit to Excavate, Fill or Place Objects in Public Right-Of-way review.
- 10/4/2023 Oakwood Exteriors Building permit review.
- 10/5/2023 Culvert replacement Hwy 153.
- 10/5/2023 Correspondence 1908 Hwy 153 parcel.
- 10/5/2023 Research Commercial Building Inspector.
- 10/5/2023 Review Stormwater Management Inspection status.
- 10/6/2023 Meeting with Randy and Jennifer regarding Business View Article.
- 10/6/2023 Discussion related to permit requirements.
- 10/6/2023 Correspondence with LCC Telecom Services.
- 10/9/2023 Correspondence with Marathon County Planning and Zoning. Sanitary Permit.
- 10/9/2023 Review permit information on Village website.
- 10/9/2023 Correspondence regarding Driveway Access Appeal.
- 10/9/2023 Correspondence regarding permits NorthStar Builds.
- 10/10/2023 Correspondence with REI. Request to remove Zone A floodplain Mapping.
- 10/11/2023 Draft changes to 520-121 Conditional Use Permits.
- 10/11/2023 Review Facility Study Scope of Work.
- 10/11/2023 Driveway Access onsite(s) with Brad and Leonard.
- 10/12/2023 Review soil test 694 West Nelson Road.
- 10/12/2023 Roof replacement permit questions.
- 10/12/2023 Meeting with Ellis Construction regarding permits and inspections.
- 10/13/2023 Research Marathon County letter request regarding 866 W. Nelson Rd.
- 10/13/2023 Review Accessory Pole Building permit request.
- 10/13/2023 Correspondence with Developer regarding Village owned properties.
- 10/13/2023 Review RFP Municipal Center Roof Repair and Replacement Project.
- 10/13/2023 Research cell Tower Appeal information.
- 10/16/2023 Review email from Joel Straub regarding 866 W. Nelson Road.
- 10/16/2023 Natural gas relocation Well 2 Treatment Facility.
- 10/16/2023 Planning Commission Meeting.
- 10/16/2023 Correspondence Vreeland regarding Baars CSM(s).
- 10/16/2023 Review Variance Application for second driveway.
- 10/16/2023 Compile packet info for Cell Tower Appeal.
- 10/17/2023 Correspondence property owner adding to available properties.
- 10/17/2023 Business View Article interview with Chris and Jennifer.
- 10/17/2023 Village Crossings onsite.
- 10/17/2023 Review amendment to TIDs info.

- 10/18/2023 Review and approve WPS Permit to Excavate, Fill or Place Objects in ROW.
- 10/18/2023 Review status of Denyon Home Developer Agreement.
- 10/18/2023 Correspondence with Kim and Lee regarding Cell Tower Appeal info.
- 10/18/2023 Correspondence with Lee and Leonard regarding 694 W. Nelson request for POWTS.
- 10/19/2023 Research language regarding accessory building with plumbing etc.
- 10/19/2023 Correspondence with Developer regarding property in TID 4.
- 10/19/2023 Review Village owned properties with Developer.
- 10/19/2023 Correspondence with concerned citizen regarding Golf Cart Ordinance Language.
- 10/19/2023 Draft response to 2nd Driveway Variance Request.
- 10/19/2023 Correspondence regarding Kowalski Interchange.
- 10/19/2023 Draft approval letter for Cell Tower CUP.
- 10/20/2023 Review Draft Kowalski Road Interchange Traffic Study.
- 10/20/2023 Review proposed CSM from Riverside Surveying.
- 10/20/2023 Correspondence with DNR regarding Community Acknowledge Form.
- 10/20/2023 Meeting with Chief McHugh regarding Golf Cart Ordinance language.
- 10/23/2023 Correspondence with REI Zone A Floodplain removal.
- 10/23/2023 Review Draft Gen-012 Complaint Procedure Policy.
- 10/23/2023 Correspondence with DNR Engineer regarding REI mapping request.
- 10/24/2023 Enforcement letter placement of fill/roadway access without permits.
- 10/24/2023 Review WI Statute 19.85 Deliberating in Closed Session.
- 10/25/2023 Review Ehlers TID 2 Cash Flow Analysis.
- 10/25/2023 Correspondence with Vreeland regarding proposed CSM(s).
- 10/25/2023 Meeting with Leonard and Commercial UDC Inspectors.
- 10/25/2023 Research past Variance requests for reduced road frontage.
- 10/26/2023 Compliance letter. Pastrnak Law Firm. 2323 County X.
- 10/26/2023 Meeting with Keith from Riverside Surveying regarding possible Variance request.
- 10/27/2023 Research buildable area on a parcel off of Hwy 153.
- 10/27/2023 Review proposed projects in TID 2.
- 10/27/2023 Review proposed 2nd Driveway on parcel located on Windmill Lane.
- 10/30/2023 Research Permitted and Conditional Uses in B3 – General Commercial and BP - Business Park.
- 10/30/2023 Review preliminary CSM for a parcel off of Tower Road.
- 10/31/2023 Research possible CSM and Rezone for a parcel off Cedar Road.

VILLAGE OF KRONENWETTER
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Section 4, Item H.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
100-41000-110	GENERAL PROPERTY TAXES	.00	1,631,019.34	1,631,018.90	(.44) 100.0
100-41000-140	MOBILE HOME FEES (MONTHLY)	494.67	3,290.62	2,895.00	(395.62) 113.7
100-41000-141	MOBILE HOME LOTTERY CREDIT	.00	1,661.77	1,834.00	172.23 90.6
100-41000-151	MANAGED FOREST LAW (MFL)	.00	31,228.99	30,475.00	(753.99) 102.5
100-41800-002	INTEREST AND PENALTY ON TAXES	.00	309.54	.00	(309.54) .0
	TOTAL TAXES	494.67	1,667,510.26	1,666,222.90	(1,287.36) 100.1
<u>INTERGOVERNMENTAL REVENUE</u>					
100-43000-001	STATE; SHARED REVENUES	.00	236,360.85	242,892.00	6,531.15 97.3
100-43000-100	ENVIRONMENTAL IMPACT FEES	.00	34,627.00	34,627.00	.00 100.0
100-43000-410	SHARED TAXES-WESTON 4	.00	.00	1,332,847.00	1,332,847.00 .0
100-43000-411	SHARED TAXES - MAGELLAN TERM.	.00	.00	62,500.00	62,500.00 .0
100-43000-521	LAW ENFORCEMENT GRANTS	.00	18,309.92	18,500.00	190.08 99.0
100-43000-523	OTHER LAW ENFORCEMENT GRANTS	.00	.00	1,000.00	1,000.00 .0
100-43000-531	STATE; QUARTERLY HIGHWAY AID	.00	242,079.18	321,000.00	78,920.82 75.4
100-43000-545	STATE; RECYCLING AID	.00	28,512.31	28,500.00	(12.31) 100.0
100-43000-550	STATE; COMPUTER AID	.00	404.27	404.27	.00 100.0
100-43000-560	VIDEO SERVICE PROVIDER AID	.00	12,078.85	12,079.00	.15 100.0
100-43000-650	CROSSING GUARD FEES	.00	2,524.50	2,500.00	(24.50) 101.0
100-43650-000	FOREST CROP/MAN FOREST LAND	.00	3,812.22	3,800.00	(12.22) 100.3
100-43670-000	PERSONAL PROPERTY STATE AID	.00	15,505.25	15,000.00	(505.25) 103.4
100-43790-000	OTHER LOCAL GOVERNMENT GRANTS	.00	82,303.50	15,505.25	(66,798.25) 530.8
	TOTAL INTERGOVERNMENTAL REVENUE	.00	676,517.85	2,091,154.52	1,414,636.67 32.4
<u>REGULATION & COMPLIANCE RE</u>					
100-44000-002	ALL OTHER PERMITS & LICENSES	1,688.43	6,343.43	.00	(6,343.43) .0
100-44000-110	LIQUOR & BEER LICENSES	.00	2,810.00	2,400.00	(410.00) 117.1
100-44000-120	OPERATOR LICENSES	35.00	1,050.00	807.08	(242.92) 130.1
100-44000-121	CIGARETTE LICENSES	.00	100.00	300.00	200.00 33.3
100-44000-122	KENNEL LICENSES & PERMITS	.00	.00	375.00	375.00 .0
100-44000-123	MOBILE HOME COURT LICENSES	(494.67)	100.00	100.00	.00 100.0
100-44000-124	DOG LICENSE LATE FEES	125.00	125.00	100.00	(25.00) 125.0
100-44000-131	FARMERS MARKET PERMIT	20.00	960.00	400.00	(560.00) 240.0
100-44000-200	DOG LICENSES	(103.50)	2,122.75	1,160.00	(962.75) 183.0
100-44000-210	SIGN PERMITS/MISC LIC/PERMITS	200.00	445.00	100.00	(345.00) 445.0
100-44000-300	BUILDING PERMITS	225.00	38,188.08	80,000.00	41,811.92 47.7
100-44000-400	ZONING & VARIANCE CHANGES	.00	525.00	1,500.00	975.00 35.0
100-44000-401	CONDITIONAL USE PERMITS	.00	1,025.00	1,000.00	(25.00) 102.5
100-44000-402	PLAT/CSM/SITE PLAN REVIEWS	275.00	2,350.00	2,500.00	150.00 94.0
100-44000-900	EXCAVATING PERMITS	.00	200.00	12,000.00	11,800.00 1.7
	TOTAL REGULATION & COMPLIANCE RE	1,970.26	56,344.26	102,742.08	46,397.82 54.8

VILLAGE OF KRONENWETTER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Section 4, Item H.

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FINES, FORFEITURES AND PENALT</u>						
100-45100-100	FINES	18,030.07	22,812.20	24,000.00	1,187.80	95.1
100-45100-200	RESTITUTION PAYMENTS	.00	50.41	.00	(50.41)	.0
	TOTAL FINES, FORFEITURES AND PENALT	18,030.07	22,862.61	24,000.00	1,137.39	95.3
<u>PUBLIC CHARGES FOR SERVIC</u>						
100-46000-200	SPECIAL ASSESSMENT SEARCH	490.00	2,845.00	4,000.00	1,155.00	71.1
100-46000-210	POLICE DEPARTMENT SERVICES	.00	125.00	.00	(125.00)	.0
100-46000-221	FIRE DEPARTMENT SERVICES	(5,100.00)	2,070.28	.00	(2,070.28)	.0
100-46000-420	GARBAGE COLLECTION FEES	54.88	510,417.12	514,535.00	4,117.88	99.2
	TOTAL PUBLIC CHARGES FOR SERVIC	(4,555.12)	515,457.40	518,535.00	3,077.60	99.4
<u>INTERGOV'T. CHARGES FOR S</u>						
100-47000-324	TOWN OF GUENTHER - FIRE INS DU	5,100.00	5,100.00	5,100.00	.00	100.0
	TOTAL INTERGOV'T. CHARGES FOR S	5,100.00	5,100.00	5,100.00	.00	100.0
<u>MISCELLANEOUS REVENUES</u>						
100-48000-100	INTEREST EARNED ON INVESTMENTS	4,745.78	102,327.14	6,000.00	(96,327.14)	1705.5
100-48000-200	MUNICIPAL CENTER & PARK RENTAL	690.00	7,210.00	3,350.00	(3,860.00)	215.2
100-48000-201	ATHLETIC/SOCCER FIELD RENTAL	(40.00)	3,020.00	75.00	(2,945.00)	4026.7
100-48000-306	SALE OF SCRAP AND USED OIL	.00	1,598.00	10,000.00	8,402.00	16.0
100-48000-309	WOOD SALES-COUNTY FOREST LAND	.00	11,110.52	12,500.00	1,389.48	88.9
100-48000-310	POP MACHINE INCOME	.00	.00	5,410.53	5,410.53	.0
100-48000-311	MISCELLANEOUS REVENUE	1,000.00	10,741.03	13,500.00	2,758.97	79.6
100-48000-312	SALE OF OFFICE SUPPLIES	12.85	72.23	750.00	677.77	9.6
100-48000-314	CULVERT WORK	.00	.00	9,800.00	9,800.00	.0
100-48000-315	NON-GOVERNMENTAL GRANTS	.00	.00	9,867.48	9,867.48	.0
100-48000-316	FRANCHISE FEE	.00	35,770.06	60,000.00	24,229.94	59.6
100-48000-500	DONATIONS; OTHER	.00	3,101.00	.00	(3,101.00)	.0
100-48000-530	DONATIONS-POLICE DEPARTMENT	3.36	308.32	500.00	191.68	61.7
100-48400-000	INSURANCE CLAIM PROCEEDS	6,558.65	18,861.12	.00	(18,861.12)	.0
100-48510-000	COMMUNITY EVENTS SPONSORSHIPS	.00	3,398.09	1,350.00	(2,048.09)	251.7
	TOTAL MISCELLANEOUS REVENUES	12,970.64	197,517.51	133,103.01	(64,414.50)	148.4
<u>OTHER FINANCING SOURCES</u>						
100-49000-600	INSURANCE PROCEEDS; OTHER	.00	2,853.00	.00	(2,853.00)	.0
100-49155-000	UNDESIGNATED FUND REVENUE	.00	.00	310,000.00	310,000.00	.0
	TOTAL OTHER FINANCING SOURCES	.00	2,853.00	310,000.00	307,147.00	.9

VILLAGE OF KRONENWETTER
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Section 4, Item H.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
TOTAL FUND REVENUE	34,010.52	3,144,162.89	4,850,857.51	1,706,694.62	64.8

VILLAGE OF KRONENWETTER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Section 4, Item H.

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>						
100-51000-108-110	BOARD MEMBERS SALARIES & WAGES	1,700.00	12,900.00	33,000.00	20,100.00	39.1
100-51000-108-151	FICA TAX - VILLAGE BOARD	130.07	986.98	2,524.50	1,537.52	39.1
100-51000-108-320	EXPENSES - BOARD MEMBERS	43.96	286.28	4,778.00	4,491.72	6.0
	TOTAL GENERAL GOVERNMENT	1,874.03	14,173.26	40,302.50	26,129.24	35.2
<u>MUNICIPAL COURT</u>						
100-51200-100-333	MUNICIPAL COURT LEGAL FEES	2,751.74	7,085.24	12,000.00	4,914.76	59.0
	TOTAL MUNICIPAL COURT	2,751.74	7,085.24	12,000.00	4,914.76	59.0
<u>DEPARTMENT 250</u>						
100-51250-352-000	KRONENWETTER COURT EXPENDITURE	.00	.00	25,000.00	25,000.00	.0
	TOTAL DEPARTMENT 250	.00	.00	25,000.00	25,000.00	.0
<u>LEGAL</u>						
100-51300-302-000	LEGAL FEES-GENERAL	8,776.00	32,991.92	45,000.00	12,008.08	73.3
	TOTAL LEGAL	8,776.00	32,991.92	45,000.00	12,008.08	73.3
<u>DEPARTMENT 400</u>						
100-51400-460-000	OFFICE SUPPLIES	2,769.62	15,330.89	10,000.00	(5,330.89)	153.3
100-51400-470-000	OFFICE EQUIPMENT/SERVICE AGREE	.00	9,107.55	13,000.00	3,892.45	70.1
100-51400-485-000	COMPUTER SUPPLIES, EXPENSES &	7,064.95	105,371.95	152,500.00	47,128.05	69.1
100-51400-510-000	INDEPENDENT AUDIT/ACCOUNTING	.00	17,051.11	25,000.00	7,948.89	68.2
100-51400-512-000	MUNICIPAL CODE	1,676.49	1,676.49	4,900.00	3,223.51	34.2
100-51400-516-000	UNIFORMS	.00	605.33	500.00	(105.33)	121.1
100-51400-517-000	EMPLOYEE SAFETY/WELLNESS	.00	.00	350.00	350.00	.0
	TOTAL DEPARTMENT 400	11,511.06	149,143.32	206,250.00	57,106.68	72.3

VILLAGE OF KRONENWETTER
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Section 4, Item H.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATOR</u>					
100-51410-110-110	SALARIES & WAGES - ADMINISTRAT	3,531.11	42,265.14	59,500.00	17,234.86 71.0
100-51410-110-151	FICA TAX - ADMINISTRATOR	.00 (	138.41)	4,553.00	4,691.41 (3.0)
100-51410-130-154	HEALTH INSURANCE - ADMINISTRAT	.00 (	859.74)	13,222.00	14,081.74 (6.5)
100-51410-131-000	EAP FRINGE - ADMINISTRATOR	6.75	20.25	27.00	6.75 75.0
100-51410-132-152	RETIREMENT (WRS) - ADMINISTRAT	.00 (	117.60)	4,045.00	4,162.60 (2.9)
100-51410-322-000	MISC-BUSINESS/MTG EXPENSES	53.99	53.99	300.00	246.01 18.0
100-51410-330-000	MILEAGE - ADMINISTRATOR	1,247.12	4,055.62	500.00 (	3,555.62) 811.1
100-51410-332-000	ADMINISTRATOR'S RELOCATION EXP	.00	.00	5,000.00	5,000.00 .0
100-51410-340-000	SCHOOLING, TRAINING	.00	.00	1,100.00	1,100.00 .0
	TOTAL ADMINISTRATOR	4,838.97	45,279.25	88,247.00	42,967.75 51.3
<u>COMMUNITY DEVELOPMENT/ZON</u>					
100-51420-110-110	SALARIES & WAGES - ZONING ADMI	4,537.96	42,145.60	49,500.00	7,354.40 85.1
100-51420-110-151	FICA TAX - ZONING ADMIN	338.04	3,121.79	3,787.00	665.21 82.4
100-51420-110-152	RETIREMENT - ZONING ADMI	308.58	2,848.11	3,365.00	516.89 84.6
100-51420-110-154	INSURANCE - ZONING ADMI	3,089.45	18,146.28	18,888.48	742.20 96.1
100-51420-131-000	EAP FRINGE - ZONING ADMINISTRA	.00	.00	27.00	27.00 .0
100-51420-330-000	MILEAGE - CD/ZONING ADMIN	.00	.00	2,000.00	2,000.00 .0
100-51420-340-000	TRAINING/SCHOOLING/MEETINGS	.00 (	111.54)	1,500.00	1,611.54 (7.4)
100-51420-345-000	CD/ZA MATERIALS AND SUPPLIES	15.59	345.94	200.00 (	145.94) 173.0
100-51420-350-000	COMMUNITY EVENTS	671.15	3,999.81	3,500.00 (	499.81) 114.3
100-51420-360-000	MARKETING	.00	790.19	2,000.00	1,209.81 39.5
100-51420-365-000	ENTRANCE SIGNS	.00	43.50	.00 (	43.50) .0
100-51420-370-000	ENGINEERING/SURVEYING/CONSULTI	1,985.50	1,985.50	5,000.00	3,014.50 39.7
	TOTAL COMMUNITY DEVELOPMENT/ZON	10,946.27	73,315.18	89,767.48	16,452.30 81.7
<u>CLERK</u>					
100-51421-110-110	SALARIES & WAGES - CLERK	4,153.84	36,756.20	54,000.00	17,243.80 68.1
100-51421-110-151	FICA TAX - CLERK	306.64	2,811.61	4,129.00	1,317.39 68.1
100-51421-110-152	RETIREMENT - CLERK	282.46	2,508.95	3,671.00	1,162.05 68.4
100-51421-110-154	INSURANCE - CLERK	3,716.11	19,405.04	17,000.00 (	2,405.04) 114.2
100-51421-131-000	EAP FRINGE - CLERK	6.75	20.25	27.00	6.75 75.0
100-51421-322-000	MISC - BONDING	.00	40.00	110.00	70.00 36.4
100-51421-330-000	MILEAGE - CLERK	145.41	390.65	500.00	109.35 78.1
100-51421-340-000	TRAINING/SCHOOLING/MEETINGS	94.50	3,159.01	1,500.00 (	1,659.01) 210.6
	TOTAL CLERK	8,705.71	65,091.71	80,937.00	15,845.29 80.4

VILLAGE OF KRONENWETTER
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Section 4, Item H.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>DEPUTY CLERK</u>						
100-51422-110-110	SALARIES & WAGES - DEPUTY CLER	699.75	6,744.65	9,364.16	2,619.51	72.0
100-51422-110-151	FICA TAX - DEPUTY CLERK	51.23	495.53	717.00	221.47	69.1
100-51422-110-152	RETIREMENT - DEPUTY CLER	47.58	458.62	637.00	178.38	72.0
100-51422-110-154	INSURANCE - DEPUTY CLER	673.26	3,883.67	3,777.00	(106.67)	102.8
100-51422-322-000	MISCELLANEOUS-BONDING	.00	.00	100.00	100.00	.0
100-51422-330-000	MILEAGE - DEPUTY CLERK	.00	.00	200.00	200.00	.0
100-51422-340-000	TRAINING/SCHOOLING/MEETINGS	.00	.00	1,000.00	1,000.00	.0
	TOTAL DEPUTY CLERK	1,471.82	11,582.47	15,795.16	4,212.69	73.3
<u>ADMIN ASSIST</u>						
100-51423-110-110	SALARIES & WAGES - AA	2,819.13	27,108.57	46,820.80	19,712.23	57.9
100-51423-110-151	FICA TAX - AA	206.25	1,987.51	3,582.00	1,594.49	55.5
100-51423-110-152	RETIREMENT - AA	191.70	1,865.29	3,184.00	1,318.71	58.6
100-51423-110-154	INSURANCE - AA	3,125.87	18,894.49	.00	(18,894.49)	.0
100-51423-131-000	EAP FRINGE - AA	.00	.00	26.00	26.00	.0
100-51423-330-000	MILEAGE - AA	(832.83)	266.26	100.00	(166.26)	266.3
100-51423-340-000	TRAINING/SCHOOLING/MEETINGS	325.00	325.00	250.00	(75.00)	130.0
	TOTAL ADMIN ASSIST	5,835.12	50,447.12	53,962.80	3,515.68	93.5
<u>PLANNING TECHNICIAN</u>						
100-51425-110-110	SALARY & WAGES - PLAN TECH	2,180.29	20,783.05	30,186.00	9,402.95	68.9
100-51425-110-151	FICA TAX - PLAN TECH	158.47	1,514.11	2,308.00	793.89	65.6
100-51425-110-152	RETIREMENT - PLAN TECH	148.26	1,413.27	.00	(1,413.27)	.0
100-51425-110-154	INSURANCE - PLAN TECH	3,090.62	16,402.67	12,749.00	(3,653.67)	128.7
100-51425-131-000	EAP FRINGE - PLAN TECH	.00	.00	2,052.00	2,052.00	.0
100-51425-330-000	MILEAGE - PLAN TECH	.00	720.51	1,000.00	279.49	72.1
100-51425-340-000	TRAINING/SCHOOLING/MEETINGS	.00	1,237.77	1,000.00	(237.77)	123.8
	TOTAL PLANNING TECHNICIAN	5,577.64	42,071.38	49,295.00	7,223.62	85.4
<u>ACCT CLERK</u>						
100-51427-110-110	SALARIES & WAGES - ACCT CLERK	4,648.31	43,443.78	36,701.80	(6,741.98)	118.4
100-51427-110-151	FICA TAX - ACCT CLERK	340.06	3,190.31	3,236.00	45.69	98.6
100-51427-110-152	RETIREMENT - ACCT CLERK	316.08	2,956.42	2,877.00	(79.42)	102.8
100-51427-110-154	INSURANCE - ACCT CLERK	3,677.93	19,620.11	17,001.00	(2,619.11)	115.4
100-51427-131-000	EAP FRINGE - ACCT CLERK	6.75	20.25	27.00	6.75	75.0
100-51427-322-000	MISC - BONDING - ACCT CLERK	.00	.00	300.00	300.00	.0
100-51427-330-000	MILEAGE - ACCT CLERK	318.07	642.63	650.00	7.37	98.9
100-51427-340-000	TRAINING/SCHOOLING/MEETINGS	94.50	124.50	500.00	375.50	24.9
	TOTAL ACCT CLERK	9,401.70	69,998.00	61,292.80	(8,705.20)	114.2

VILLAGE OF KRONENWETTER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Section 4, Item H.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ELECTIONS</u>					
100-51440-110-110	SALARIES & WAGES - ELECTIONS	.00	9,244.20	5,000.00 (	4,244.20) 184.9
100-51440-110-151	FICA TAX - ELECTIONS	.00	19.00	100.00	81.00 19.0
100-51440-350-000	OTHER EXPENSES & SUPPLIES	.00	7,973.33	4,000.00 (	3,973.33) 199.3
	TOTAL ELECTIONS	.00	17,236.53	9,100.00 (	8,136.53) 189.4
<u>COMMISSIONS, COMMITTEES,</u>					
100-51500-530-000	PROPERTIES & INFRASTRUCTURE	.00	645.91	1,000.00	354.09 64.6
100-51500-532-000	BOARD OF APPEALS	.00	161.46	300.00	138.54 53.8
100-51500-540-000	COMMUNITY LIFE & PUBLIC SAFETY	.00	672.81	1,000.00	327.19 67.3
100-51500-560-000	PLANNING COMMISSION	.00	1,318.72	1,100.00 (	218.72) 119.9
100-51500-580-000	RECRUITMENT & BACKGROUND CHECK	2,108.84	5,132.17	20,000.00	14,867.83 25.7
100-51500-590-000	ADMINISTRATIVE POLICY	.00	403.69	1,050.00	646.31 38.5
100-51500-595-000	SPECIAL / AD HOC COMMITTEES	.00	430.60	750.00	319.40 57.4
	TOTAL COMMISSIONS, COMMITTEES,	2,108.84	8,765.36	25,200.00	16,434.64 34.8
<u>TREASURER</u>					
100-51520-110-110	SALARIES & WAGES - TREASURER	4,830.81	57,142.74	56,000.00 (	1,142.74) 102.0
100-51520-110-151	FICA TAX - TREASURER	320.88	3,448.01	4,282.00	833.99 80.5
100-51520-110-152	RETIREMENT - TREASURER	292.92	1,353.93	3,807.00	2,453.07 35.6
100-51520-110-154	INSURANCE - TREASURER	3,035.08	16,337.76	13,221.00 (	3,116.76) 123.6
100-51520-131-000	EAP FRINGE - TREASURER	6.75	20.25	27.00	6.75 75.0
100-51520-322-000	MISCELLANEOUS-BONDING	.00	.00	650.00	650.00 .0
100-51520-330-000	MILEAGE - TREASURER	324.88	2,633.47	350.00 (	2,283.47) 752.4
100-51520-340-000	TRAINING/SCHOOLING/MEETINGS	139.05	470.63	1,500.00	1,029.37 31.4
	TOTAL TREASURER	8,950.37	81,406.79	79,837.00 (	1,569.79) 102.0
<u>ASSESSOR</u>					
100-51530-110-000	ASSESSOR FEE	2,806.48	14,032.44	15,000.00	967.56 93.6
100-51530-113-000	ASSESSOR - MANUFACTURING	.00	.00	1,200.00	1,200.00 .0
	TOTAL ASSESSOR	2,806.48	14,032.44	16,200.00	2,167.56 86.6

VILLAGE OF KRONENWETTER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Section 4, Item H.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MUNICIPAL BUILDING</u>					
100-51600-110-110	WAGES -CLEANING/SNOW REMOVAL	1,130.50	11,418.03	16,000.00	4,581.97 71.4
100-51600-110-151	FICA - CLEANING/SNOW REMOVAL	86.50	873.50	1,224.00	350.50 71.4
100-51600-326-000	UTILITIES	133.46	16,893.88	35,000.00	18,106.12 48.3
100-51600-354-000	MATERIALS & SUPPLIES	983.62	4,446.24	3,500.00	(946.24) 127.0
100-51600-389-000	MAINTENANCE	250.43	30,362.53	30,000.00	(362.53) 101.2
	TOTAL MUNICIPAL BUILDING	2,584.51	63,994.18	85,724.00	21,729.82 74.7
<u>OTHER GENERAL GOVERNMENT</u>					
100-51900-115-000	VILLAGE EMPLOYEE EVENT	.00	1,072.77	500.00	(572.77) 214.6
100-51900-120-000	EMPLOYEE SETTLEMENTS	.00	.00	7,875.00	7,875.00 .0
100-51900-910-000	TAX REFUNDS & ADJUSTMENTS	.00	.00	500.00	500.00 .0
100-51900-938-000	PROPERTY & LIABILITY INSURANCE	.00	28,650.85	22,000.00	(6,650.85) 130.2
100-51900-960-000	PUBLICATIONS	.00	1,803.45	2,000.00	196.55 90.2
100-51900-970-000	NEWSLETTER	.00	3,990.28	3,600.00	(390.28) 110.8
100-51900-990-000	DUES & MEMBERSHIPS	.00	9,236.01	10,000.00	763.99 92.4
100-51900-991-000	BANK & INVESTMENT FEES	252.50	1,811.36	500.00	(1,311.36) 362.3
100-51900-994-000	WEIGHTS MEASURES INSPECTION	.00	400.00	400.00	.00 100.0
100-51900-997-000	WEB SITE MAINTENANCE	.00	288.00	2,500.00	2,212.00 11.5
	TOTAL OTHER GENERAL GOVERNMENT	252.50	47,252.72	49,875.00	2,622.28 94.7
<u>NON-RECURRING OPERATING E</u>					
100-51990-000-000	NON-RECURRING OPERATING EXP.	(1,555.00)	(774.03)	3,000.00	3,774.03 (25.8)
	TOTAL NON-RECURRING OPERATING E	(1,555.00)	(774.03)	3,000.00	3,774.03 (25.8)

VILLAGE OF KRONENWETTER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Section 4, Item H.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY</u>					
100-52000-110-110	SALARIES & WAGES - CROSS GUARD	360.00	3,120.00	4,860.00	1,740.00 64.2
100-52000-110-151	FICA TAX - CROSSING GUARD	27.55	238.72	372.00	133.28 64.2
100-52000-110-938	INSURANCE - CROSSING GUARD	.00	188.05	.00	(188.05) .0
100-52000-120-138	TRAINING & CONF - POLICE CHIEF	.00	833.02	1,400.00	566.98 59.5
100-52000-120-140	EMPLOYEE ASSISTANCE PROG-CHIEF	6.75	20.25	27.00	6.75 75.0
100-52000-120-146	PROFESSIONAL DUES-POLICE CHIEF	.00	480.00	550.00	70.00 87.3
100-52000-120-157	EAP-LIEUTENANT	6.75	20.25	27.00	6.75 75.0
100-52000-120-159	PROFESSIONAL DUES - LIEUTENANT	.00	150.00	150.00	.00 100.0
100-52000-120-160	TRAINING & CONF - LIEUTENANT	.00	304.00	1,500.00	1,196.00 20.3
100-52000-120-238	TRAINING - OFFICERS	480.00	2,201.85	5,000.00	2,798.15 44.0
100-52000-120-240	EMERGENCY ASSIST PROG-OFFICERS	60.75	182.25	162.00	(20.25) 112.5
100-52000-120-250	LEGAL SERVICES-POLICE DEPT	.00	50.00	500.00	450.00 10.0
100-52000-120-320	AMMUNITION	.00	1,178.98	3,000.00	1,821.02 39.3
100-52000-120-321	FT OFFICERS PROTECTIVE CLOTH	328.18	6,948.38	7,500.00	551.62 92.7
100-52000-120-322	PT OFFICERS PROTECTIVE CLOTH	.00	497.24	500.00	2.76 99.5
100-52000-120-323	PHYSICAL EXAMS	.00	1,211.50	2,800.00	1,588.50 43.3
100-52000-120-324	FUEL	2,197.19	17,081.90	40,000.00	22,918.10 42.7
100-52000-120-326	TELEPHONE & UTILITIES - POLICE	896.02	5,577.92	8,000.00	2,422.08 69.7
100-52000-120-380	EQUIPMENT REPAIRS/MAINTENANCE	525.41	10,231.92	15,000.00	4,768.08 68.2
100-52000-120-434	EMPLOYEE ASSIST PROG-PD CLERK	6.75	20.25	27.00	6.75 75.0
100-52000-120-437	MILEAGE - POLICE CLERK	.00	.00	150.00	150.00 .0
100-52000-120-438	TRAIN/MEETINGS - POLICE CLERK	.00	.00	300.00	300.00 .0
100-52000-120-460	OFFICE SUPPLIES	489.42	3,234.43	5,000.00	1,765.57 64.7
100-52000-120-475	POSTAGE & SHIPPING	20.00	320.87	500.00	179.13 64.2
100-52000-120-476	PROPERTY ROOM/EVIDENCE	31.87	90.95	800.00	709.05 11.4
100-52000-120-477	NARCAN SUPPLIES	.00	(120.00)	.00	120.00 .0
100-52000-120-600	PD LICENSING EXPENSES	.00	.00	100.00	100.00 .0
100-52000-120-811	OUTLAY-EQUIPMENT	.00	3,573.78	7,000.00	3,426.22 51.1
100-52000-120-812	PD GRANT EXPENDITURES	.00	18,309.92	18,500.00	190.08 99.0
100-52000-120-815	PD CONTRACTED SERVICES	.00	128.75	500.00	371.25 25.8
100-52000-120-820	PD: COMPUTER SUPPLIES, EXPENSE	1,955.98	14,994.98	32,100.00	17,105.02 46.7
100-52000-120-938	POLICE DEPARTMENT INSURANCE	.00	26,833.37	32,000.00	5,166.63 83.9
100-52000-121-110	SALARY & WAGES - LIEUTENANT	8,239.79	74,140.44	88,878.40	14,737.96 83.4
100-52000-121-151	FICA - LIEUTENANT	872.50	6,943.20	6,800.00	(143.20) 102.1
100-52000-121-152	RETIREMENT - LIEUTENANT	1,539.79	12,292.54	3,000.00	(9,292.54) 409.8
100-52000-121-154	HEALTH INSURANCE - LIEUTENANT	3,470.96	19,548.64	9,599.00	(9,949.64) 203.7
100-52000-122-110	SALARIES & WAGES - FT OFFICERS	50,075.90	377,847.87	603,233.00	225,385.13 62.6
100-52000-122-112	PREMIUM PAY - FT OFFICERS	617.42	15,918.53	48,635.22	32,716.69 32.7
100-52000-122-151	FICA TAX - FT OFFICERS	3,878.03	29,765.99	49,869.00	20,103.01 59.7
100-52000-122-152	RETIREMENT (WRS) - FT OFFICERS	6,396.01	51,245.56	70,404.00	19,158.44 72.8
100-52000-122-154	HEALTH INSURANCE - FT OFFICERS	508.93	(3,326.42)	87,553.92	90,880.34 (3.8)
100-52000-123-110	SALARIES & WAGES - PT OFFICERS	.00	420.46	10,736.00	10,315.54 3.9
100-52000-123-151	FICA TAX - PT OFFICERS	.00	32.17	822.00	789.83 3.9
100-52000-124-110	SALARIES & WAGES - POLICE CLERK	2,016.38	18,707.74	26,813.58	8,105.84 69.8
100-52000-124-151	FICA TAX - POLICE CLERK	148.20	1,377.31	2,036.00	658.69 67.7
100-52000-124-152	RETIREMENT(WRS) - POLICE CLERK	137.12	1,243.16	1,809.00	565.84 68.7
100-52000-124-154	HEALTH INS - POLICE CLERK	1,842.67	9,415.30	9,255.00	(160.30) 101.7
100-52000-125-110	SALARIES & WAGES - PROPERTY RO	720.00	5,103.00	10,388.00	5,285.00 49.1
100-52000-125-151	FICA TAX - PROP ROOM MGR	55.08	390.39	794.68	404.29 49.1
100-52000-127-110	SALARY & WAGES - POLICE CHIEF	8,268.16	81,141.60	94,400.00	13,258.40 86.0
100-52000-127-151	FICA TAX - POLICE CHIEF	310.08	4,216.02	7,222.00	3,005.98 58.4
100-52000-127-152	RETIREMENT(WRS) - POLICE CHIEF	546.53	7,540.07	10,196.00	2,655.93 74.0

VILLAGE OF KRONENWETTER
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Section 4, Item H.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
100-52000-127-154	HEALTH INS - POLICE CHIEF	2,744.48	13,163.66	18,888.48	5,724.82	69.7
100-52000-201-110	SALARIES & WAGES - FIRE DEPART	10,684.00	126,017.50	70,000.00	(56,017.50)	180.0
100-52000-201-131	EMPLOYEE ASSISTANCE PROGRAM	168.75	519.75	1,200.00	680.25	43.3
100-52000-201-151	FICA TAX - FIRE DEPARTMENT	805.43	9,594.96	4,500.00	(5,094.96)	213.2
100-52000-201-321	PROTECTIVE CLOTHING	10,322.43	17,666.15	20,000.00	2,333.85	88.3
100-52000-201-322	MISCELLANEOUS FD SUPPLIES	164.00	446.54	1,000.00	553.46	44.7
100-52000-201-323	PHYSICAL EXAMS	.00	969.75	1,500.00	530.25	64.7
100-52000-201-324	FUEL	508.32	4,529.11	5,000.00	470.89	90.6
100-52000-201-326	UTILITIES - SIREN	31.14	434.11	430.00	(4.11)	101.0
100-52000-201-327	RADIOS	.00	.00	7,500.00	7,500.00	.0
100-52000-201-328	DISAB/ACCIDENT DEATH POLICY	2,125.00	5,808.51	2,500.00	(3,308.51)	232.3
100-52000-201-329	MILEAGE - FIRE DEPARTMENT	.00	995.05	1,300.00	304.95	76.5
100-52000-201-330	PHONE REIMBURSEMENT	80.00	240.00	800.00	560.00	30.0
100-52000-201-331	FD DUES & MEMBERSHIPS	.00	600.00	1,000.00	400.00	60.0
100-52000-201-340	TRAINING/SCHOOLING/MEETINGS	.00	2,345.00	1,000.00	(1,345.00)	234.5
100-52000-201-350	OFFICE EXPENSES & SUPPLIES	50.00	661.23	1,500.00	838.77	44.1
100-52000-201-380	EQUIPMENT REPAIRS/MAINTENANCE	51,804.77	59,421.70	25,000.00	(34,421.70)	237.7
100-52000-201-383	FIELD TOOLS OUTLAY	.00	7,439.24	7,500.00	60.76	99.2
100-52000-201-820	COMPUTER PURCHASE/SOFTWARE	.00	1,500.00	1,500.00	.00	100.0
100-52000-201-938	FIRE DEPARTMENT INSURANCE	.00	18,260.68	16,500.00	(1,760.68)	110.7
100-52000-300-110	SALARIES & WAGES - FR/EMS	18.00	20,019.75	25,000.00	4,980.25	80.1
100-52000-300-151	FICA TAX - FIRST RESPONDERS	1.38	1,531.53	1,300.00	(231.53)	117.8
100-52000-301-000	EQUIPMENT SUPPLIES/MAINTENANCE	530.30	1,540.77	5,000.00	3,459.23	30.8
100-52000-301-340	TRAINING/SCHOOLING/ADD'L MTGS	.00	.00	1,600.00	1,600.00	.0
100-52000-301-350	SUPPLIES, MILEAGE & EXPENSES	.00	209.67	3,000.00	2,790.33	7.0
100-52000-301-360	MEDICAL/PHYSICALS	.00	91.50	.00	(91.50)	.0
100-52000-301-370	EMS GRANT EXPENSE	1,282.29	24,338.59	.00	(24,338.59)	.0
100-52000-301-811	OUTLAY-EQUIPMENT	.00	1,339.45	4,000.00	2,660.55	33.5
100-52000-310-210	OUTSIDE SERVICES	.00	5,150.00	22,000.00	16,850.00	23.4
100-52000-310-329	SERVICE/STANDBY FEE	.00	55,931.12	55,000.00	(931.12)	101.7
100-52000-400-110	SALARIES & WAGES - BLDG INSPEC	1,067.08	9,702.53	14,846.67	5,144.14	65.4
100-52000-400-151	FICA-BUILDING INSPECTOR	78.11	712.18	1,010.00	297.82	70.5
100-52000-400-152	RETIREMENT (WRS) - BLDG INSPEC	72.56	659.74	1,136.50	476.76	58.1
100-52000-400-154	HEALTH INSURANCE - BLDG INSPEC	414.18	911.75	5,668.00	4,756.25	16.1
100-52000-400-250	CONTRACTED INSPECTOR SERVICES	.00	1,657.50	20,000.00	18,342.50	8.3
100-52000-400-352	ADMINISTRATIVE BOOKS, CODES	.00	.00	1,600.00	1,600.00	.0
TOTAL PUBLIC SAFETY		179,988.39	1,226,276.12	1,680,549.45	454,273.33	73.0
POLICE & FIRE COMMISSION						
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100-52800-100-321	PFC POSTAGE	20.00	137.21	40.00	(97.21)	343.0
100-52800-100-340	PFC TRAINING/SCHOOLING	.00	.00	275.00	275.00	.0
100-52800-100-354	MATERIALS & SUPPLIES	.00	.00	50.00	50.00	.0
100-52800-101-110	PFC CLERK SALARIES & WAGES	247.04	1,767.41	1,500.00	(267.41)	117.8
100-52800-101-151	PFC CLERK FICA TAX	18.15	261.07	360.75	99.68	72.4
100-52800-101-152	PFC CLERK RETIREMENT	16.80	159.59	219.00	59.41	72.9
100-52800-101-154	PFC CLERK-HEALTH INSURANCE	208.30	1,517.11	1,134.00	(383.11)	133.8
100-52800-330-000	LEGAL FEES-POLICE & FIRE COMM	.00	.00	100.00	100.00	.0
TOTAL POLICE & FIRE COMMISSION		510.29	3,842.39	3,678.75	(163.64)	104.5

VILLAGE OF KRONENWETTER
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Section 4, Item H.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
100-53000-300-000	ENGINEERING COSTS	.00	.00	50,000.00	50,000.00 .0
100-53000-301-000	STORMWATER PERMIT REQUIREMENTS	.00	.00	1,200.00	1,200.00 .0
100-53000-302-110	SALARIES & WAGES - PW DIRECTOR	65.75	19,040.57	32,390.00	13,349.43 58.8
100-53000-302-111	FICA TAX - PW DIRECTOR	.00	1,422.99	2,477.00	1,054.01 57.5
100-53000-302-131	EAP FRINGE - PW DIRECTOR	6.75	20.25	27.00	6.75 75.0
100-53000-302-152	RETIREMENT (WRS) - PW DIRECTOR	.00	931.25	2,202.00	1,270.75 42.3
100-53000-302-154	HEALTH INSURANCE - PW DIRECTOR	807.20	12,634.22	10,765.86	(1,868.36) 117.4
100-53000-302-322	PHONE EXPENSE - PW DIRECTOR	62.50	142.50	480.00	337.50 29.7
100-53000-302-330	MILEAGE - PUBLIC WORKS	.00	96.28	1,500.00	1,403.72 6.4
100-53000-302-340	SCHOOLING, TRAINING	.00	1,102.82	2,000.00	897.18 55.1
100-53000-311-110	SALARIES & WAGES - PW	24,342.87	244,929.97	310,578.80	65,648.83 78.9
100-53000-311-130	PW EMPLOYEES PHYSICALS	.00	227.75	300.00	72.25 75.9
100-53000-311-137	PW CREW EAP FRINGE	33.75	101.25	135.00	33.75 75.0
100-53000-311-151	FICA - PW	1,800.48	17,956.60	23,761.00	5,804.40 75.6
100-53000-311-152	RETIREMENT - PW	1,655.30	15,086.01	21,005.00	5,918.99 71.8
100-53000-311-154	HEALTH INSURANCE - PW	14,691.04	81,559.50	83,109.00	1,549.50 98.1
100-53000-311-342	SALT/BRINE	109,791.41	165,013.20	175,000.00	9,986.80 94.3
100-53000-311-344	PATCHING MATERIAL-ASPHALT	518.76	45,816.29	30,000.00	(15,816.29) 152.7
100-53000-311-345	SEAL COATING	213,800.12	238,405.30	235,000.00	(3,405.30) 101.5
100-53000-311-346	CRACKFILLING	.00	44,998.80	45,000.00	1.20 100.0
100-53000-311-347	PAVEMENT MARKING	12,505.85	12,505.85	20,000.00	7,494.15 62.5
100-53000-311-348	GRAVEL & ROAD BASE	760.10	(4,889.43)	25,000.00	29,889.43 (19.6)
100-53000-311-349	CAPITAL - ROAD IMPROVEMENTS	.00	8,280.63	90,000.00	81,719.37 9.2
100-53000-311-357	CULVERTS	1,129.76	7,235.17	15,000.00	7,764.83 48.2
100-53000-311-358	ROAD SIGNS	756.13	959.53	4,245.00	3,285.47 22.6
100-53000-311-359	BRIDGE INSPECTIONS	.00	.00	3,000.00	3,000.00 .0
100-53000-311-360	STORM WATER	.00	2,500.00	2,500.00	.00 100.0
100-53000-311-380	EQUIPMENT; REPAIRS/MAINTENANCE	9,712.75	51,779.42	54,000.00	2,220.58 95.9
100-53000-311-381	TRAFFIC SIGNAL MAINT. & REPAIR	.00	4,780.24	6,500.00	1,719.76 73.5
100-53000-311-384	PWKS; FUEL & OIL CHANGES	1,426.97	48,145.57	54,414.00	6,268.43 88.5
100-53000-311-814	PW; EQUIPMENT RENTALS	.00	61,369.65	47,000.00	(14,369.65) 130.6
100-53000-311-815	PW NON-RECURRING OPER EXPENSE	(25.00)	.00	.00	.00 .0
100-53000-312-326	GARAGE UTILITIES	384.85	10,628.06	11,500.00	871.94 92.4
100-53000-312-329	UNIFORMS & SAFETY EQUIPMENT	413.72	3,372.49	4,500.00	1,127.51 74.9
100-53000-312-354	OFFICE SUPPLIES	19.99	116.75	265.00	148.25 44.1
100-53000-312-355	WINTER MAINT-PLOW BLADES ETC	.00	7,718.03	8,000.00	281.97 96.5
100-53000-312-356	WINTER DAMAGE-PRIVATE PROPERTY	.00	45.00	150.00	105.00 30.0
100-53000-314-320	GARAGE SUPPLIES & EXPENSES	786.98	16,018.88	12,000.00	(4,018.88) 133.5
100-53000-314-422	WEATHER SIRENS	.00	.00	1,000.00	1,000.00 .0
100-53000-315-420	STREET LIGHTING	3,976.95	36,312.70	50,000.00	13,687.30 72.6
100-53000-620-315	RECYCLING EXPENSES	10,081.68	85,922.12	134,089.00	48,166.88 64.1
100-53000-620-317	YARD WASTE SITE EXP	.00	2,500.00	.00	(2,500.00) .0
100-53000-620-320	SOLID WASTE COLLECTION EXPENSE	27,801.96	222,926.26	366,512.00	143,585.74 60.8
100-53000-938-000	PUBLIC WORKS INSURANCE	.00	22,415.14	40,000.00	17,584.86 56.0
	TOTAL PUBLIC WORKS	437,308.62	1,490,127.61	1,976,605.66	486,478.05 75.4

VILLAGE OF KRONENWETTER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

Section 4, Item H.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ANIMAL CONTROL</u>					
100-54110-210-000 ANIMAL CONTROL	.00	4,995.00	2,200.00	(2,795.00)	227.1
TOTAL ANIMAL CONTROL	.00	4,995.00	2,200.00	(2,795.00)	227.1
<u>PARKS</u>					
100-55000-200-110 SALARY & WAGES - PARKS	3,773.84	40,740.16	73,349.26	32,609.10	55.5
100-55000-200-116 PARKS SCHOOLING, TRAINING	.00	.00	100.00	100.00	.0
100-55000-200-140 PARKS DEPT PHYSICALS	.00	63.75	70.00	6.25	91.1
100-55000-200-151 FICA TAX - PARKS	283.57	3,065.65	5,613.50	2,547.85	54.6
100-55000-200-152 RETIREMENT (WRS) - PARKS	28.19	361.08	1,302.00	940.92	27.7
100-55000-200-154 HEALTH INSURANCE - PARKS	159.85	358.53	5,668.00	5,309.47	6.3
100-55000-200-326 PARKS; UTILITIES	259.57	2,453.55	4,500.00	2,046.45	54.5
100-55000-200-327 PORTABLE RESTROOM/WASH STATION	.00	3,145.00	4,500.00	1,355.00	69.9
100-55000-200-329 UNIFORMS & SAFETY EQUIPMENT	.00	433.69	450.00	16.31	96.4
100-55000-200-355 PARKS; FUEL CHARGES	648.50	3,906.78	5,500.00	1,593.22	71.0
100-55000-200-361 MAINTENANCE SUPPLIES	599.23	7,201.75	12,000.00	4,798.25	60.0
100-55000-200-380 EQUIPMENT REPAIRS	320.76	4,877.23	2,500.00	(2,377.23)	195.1
100-55000-200-400 PARKS -OTHER PROJECTS	.00	1,614.56	30,000.00	28,385.44	5.4
100-55000-201-110 SALARY & WAGES - PLAN TECH	44.89	44.89	.00	(44.89)	.0
100-55000-201-151 FICA TAX - PLAN TECH	7.14	7.14	.00	(7.14)	.0
100-55000-201-152 RETIREMENT - PLAN TECH	3.30	3.30	.00	(3.30)	.0
100-55000-202-110 PUBLIC WORKS DIRECTOR - WAGES	35.69	35.69	.00	(35.69)	.0
100-55000-202-151 PWD - FICA TAX	2.77	2.77	.00	(2.77)	.0
100-55000-202-152 PWD - RETIREMENT	2.62	2.62	.00	(2.62)	.0
100-55000-210-000 FORESTRY	.00	(299.43)	.00	299.43	.0
100-55000-938-000 PARKS INSURANCE	.00	4,832.07	5,600.00	767.93	86.3
TOTAL PARKS	6,169.92	72,850.78	151,152.76	78,301.98	48.2
TOTAL FUND EXPENDITURES	710,814.98	3,591,184.74	4,850,972.36	1,259,787.62	74.0
NET REVENUE OVER EXPENDITURES	(676,804.46)	(447,021.85)	(114.85)	446,907.00	(38922)

**VILLAGE OF KRONENWETTER
COMPLAINT LOG**

Section 4, Item1.

Violation #	Date Received	Property Address	Owner Name	Complainant name	Nature of the Complaint	Action Taken	Status	Date Resolved
23-0217-001	2/17/2023	2515 Windsong Circle	Roxanne Rucinski	anonymous	Couch on a trailer in the front yard.	Said they would take out for bulk pick up day, Took care of it	Closed	
23-0222-002	2/22/2023	2104 Meadow Drive Kronenwetter 54455	Gregory C Angeli & Evelyn D. Angel	Peter J. Valiska	Built building without permit	Said he would come in. letter sent out. The owner contacted me. I sent in building permit it, is being processed. He needs a licensed electrician to get permit. I am in talks with building inspector	Open	
23-0328-003	3/28/2023	Paper place Road	Village of Kronenwetter	Dawn	Couch in the middle of road on day and a bird cage in the middle of road day before.	Given to Public works	Closed	
23-0322-004	3/22/2023		Chris Voll	Paul Jaeger	Chris Voll lied	Brought to CLIPP	Closed	
23-0329-005	3/29/2023	2053 Kimberly Road	Jerome Barwick	Jerome Barwick	Road needs to be fixed	Given to public works. Needs to go before board.	Closed	
23-0330-006	3/30/2023	2420 Frost Pines	James & Debbie Buck	anonymous	Black top put in by his garage has not been done over 3 years messy yard with utv vehicles and bikes. Looks like eye sore Selling Atvs BIG WAGONS PARKED Trailers	Pictures sent. Letter needs to be sent. Road acces given in the past. All resolved	Closed	
23-0412-007	4/12/2023	2135 Terrebonne drive 2132 Highland Drive	John Byers Jaynee Byers	Samantha Northup	Built fence around electrical Box and cut access off to box except from her yard.	Suggested they call WPS. Brad and Will went out 4-12-2023 and looked at it. The wire sticking out we think it TDS or Charter. We told them to call them and talk to one of those companies. She said she may get back to us with what they said.	Closed	
23-0417-008	4/17/2023	2364 MYSTIC MEADOW DRIVE	_TONY S DASSAN SAHIL S DASSAN	anonymous	Has a for rent sign outside of the place and it is not multi family home. Can Rent in the area	Can rent in area	Closed	
23-0417-009	4/17/2023	1130 Maple Ridge Road	Mike & Karen Wirsbinkski	Mike & Karen Wirsbinkski	Excessive water runoff from the hill on Maple ridge road from spring road onto our property, causing driveway to constantly wash out and also weaken the support of our gates	Given to public works April 20,2023	Closed	
23-0426-010	4/26/2023	950 Okeefe	Patrick L and Lynette C McCarthy	Patrick L and Lynette C McCarthy	want to expand drive way	given to public works	Closed	
23-0425-011	4/25/2023	1881 County Rd XX, Mosinee, WI 54455	Aspirus	anonymous	Garabge on propety	Went out to property all resolved	Closed	
23-0427-012	4/27/2023	Seville road and Dewberry	Village of Kronenwetter	Patrick L and Lynette C McCarthy	Tree branches in pathway	Given to public works all resolved	Closed	
23-0517-013	5/17/2023	860 W Nelson Road	Joel Straub	Kurt Cieslek	dilapidated shed	valid Letter sent	Open	
23-0510-014	5/10/2023	Martin Road	Village of Kronwenwetter	Karla M	Martin road needs repair	Given to public works. Needs to go for village board	Open	
23-0530-015	5/30/2023	2363 New Castle	Nicholas Wokatsch	anonymous	Lawn has not been established for two years	letter sent out July 17, 2023 Talked with owner on vaction till mid August they plan on bring in top soil. I have to get back to them after vaction. Said he was put in top soil 8/21/2023 Still in the Process October	Open	

**VILLAGE OF KRONENWETTER
COMPLAINT LOG**

Section 4, Item 1.

Violation #	Date Received	Property Address	Owner Name	Complainant name	Nature of the Complaint	Action Taken	Status	Date Resolved
23-0519-016	5/19/2023	2417 Frosty Pines Lane	Chris Stroik	anonymous	Establishment of an Indoor Commercial Entertainment Use in SF	Letter sent out July 2023. Talked with owner about what his options are. There is currently no business there at the moment but the land owner wants to know what he could qualify for. Maybe wants an ordinance change. Talked August 2, 2023 No business now. The owner is going to wait out for future options.	Closed	
23-0523-017	5/23/2023	999 Happy Hollow Road	Dean Prohaska		Possible cutting/removing of Oak trees	called owner to schedule onsite	Open	
23-0519-018	5/19/2023	2309 Wood Road	Randall Yach	anonymous	Building/remodeling without permits	Obtained photos need to contact owner. Talked with Building Owner he has pput a stop and is waiting to here from building inspector.	Open	
23-0511-019	5/11/2023	2123 Green Bud Road	Chad Dennis	anonymous	Weekly rental	Contact owner, still investigating	Open	
23-0518-020	5/18/2023	2374 wood	kristopher Klatt	anonymous	Semi trailer parked in one of two access	Went out to property saw double driveway gave to public works letter sent to owner about semi trailer said they will move it to ar Zone Need to check. Semi moved. Stilllooking into double drive way	Open	
23-0518-021	5/18/2023	2302 Wood	Denis Klatt	anonymous	Lawn need to be cut and car needs to be moved. Car was given to police	Went to property and took pictures	Open	
23-0606-022	6/6/2023	2197 Russell	WPS	Michelle Carr	Someone is dumping leaves and branches in area.	went to property and talked with managers notified the police	Closed	
23-0522-023	5/22/2023	2449 Pico Road	RILEY LOEBBAKA	Neighbor	2 cars parked in yard that are not registered or operable. sticks and rubbish in yard	given to police. Letter needs to be sent.	Open	
23-0629-024	6/29/2023	2126 Island View Lane	Chad Frank	anonymous	They are using a temporary fence as a permanent boundry defining fence.	went out 6/29/2023 and talked with owners. They had fence up blocking trees and it was said to protect trees they were asked to put color bands every 4 feet to follow code.	Closed	
23-0630-025	6/30/2023	2142 conestoga	Tom Buettner	Lori A. Crook & Dylan Buettner	Lawn over 9 inches long	must check 7/21/2023 Went to property August 2, 2023 and saw back lawn not mowed. Staff needs to send citation or go cut it. Letter needs to be sent.	Open	
23-0706-026	7/6/2023	872 & 866 W. nelson road	Brian Wonsil/jeff Walker and Kurt Cieslek	Joel Straub	Culvert complaint	Not Valid	Closed	
23-0715-027	7/15/2023	Village of kronenwetter Staff Member Peter Wegner	Peter Wegner	Joel Straub	Complaint Mr Wegner did not respond to his complaint in a timely manner	pending	Open	
23-0716-028	7/16/2023	Village of kronenwetter Staff Member Randy Fifrick & Richard Downey	Randy Fifrick & Richard Downey	Joel Straub	Complaint that a roadway access variance was put in against state stat.	None needed	Closed	
23-0718-029	7/18/2023	2272 Falcon Crest court	DANA J WEYER & LORI A WEYER	Kyle C. Wojicechowski	Broken down car junk in yard	Took pictures need to investigate	Open	
23-0802-030	8/2/2023	2025 Amber Drive	Robert Dudley	Andrew Feldmann	Junk in yard Broken down car in yard	Took pictures. Checked out and took pictures I believe the only thing that can be made to pick up is old appliance	Open	

VILLAGE OF KRONENWETTER
COMPLAINT LOG

Section 4, Item1.

Violation #	Date Received	Property Address	Owner Name	Complainant name	Nature of the Complaint	Action Taken	Status	Date Resolved
23-0828-031	8/28/2023	866 W. Nelson Road	Kurt and amy Cleslek	Joel Straub	Not hooked up to sewer and water.	Called Mark Mackey and he explained there was no latteral for the address to hook up too.	Closed	
23-0717-032	7/17/2023	2047 James street	Jason Baars	Anonymous	yard not cut, Trailer parked in yard for two years	went out 8/28/2023 took pictures	Open	
22-0411-004	4/11/2022	1324 Old Highway 51	KTC TRUCKING	anonymous	Storage of Semi-trailer, RV Trailer and personal Items in Semi-trailers	Licensee and operating trailers Not parked on hard surface June 10, 2022 One Letter was given to what is now old owners. 8-31-2022 Old owners said they would get back to me about who owns it now. The trailers where always someone else's but That person bought the property. Person contacted me but I have not been able to get a hold of them again. Left a message with new owners 10-11-2022. 10-12-2022 Talked with new owner Kraig James and he said I planned on cleaning the area up bring in gravel and building in spring. That the trailers would be moved in that Time period. Started a raze for new construction July 10, 2023	Open	
22-0210-001	2/10/2022	918 Gabes road	Harriett and Raymond white	anonymous	Junk on property, pile of dirt, renter may be there abandoned vehicle, mattress and carpet laying in yard	Went out 4-22-2022 talked told needed to be cleaned up. Revisit 05-23-2022 Letter sent out 05-20-2022. letter came back. Revisited property with letter 7-22-2022 revisit All Resolved 8-31-2022 Opened Complaint came in 10/31/2022 about broken down cars and hoop Building. Officer Dan Dunst and planning technician William Gau went to the resident and told them of violation. Told them they had two weeks to clean it up from when letter is written. Letter sent out October 31, 2022. They recieved the letter after the dead line and since there is snow on the ground we are asking to have the hoop building removed at the end of May 2023 One vehclie has moved and the other is being moved at the end of the week 11-29-2022 All vehicles moved.12/28/2022 hoop building reaching out at end of May 2023.	Open	
22-0613-018	6/13/2022	1234 Old Hwy 51	James & Kathleen Krzmarcik Four seasons	anonymous	Complaint of junk on site that can be seen form Maple Ridge overpass	went out 7-22-2022 and took pictures 10 fence should be built. Talked with the people 7/28/2022 and they plan on building a building in fall or spring. Check October 15, They started construction June 6, 2023	Open	

**VILLAGE OF KRONENWETTER
COMPLAINT LOG**

Section 4, Item1.

Violation #	Date Received	Property Address	Owner Name	Complainant name	Nature of the Complaint	Action Taken	Status	Date Resolved
23-0907-033	9/7/2023	145-2708-074-0974 Wood and Lane	Randall M. Yach Mary C. Yach	anonymous	Burning garbage running business unregistor vehicles cars parked in the grass	Pictures taken need to figure out violations	Open	
23-0908-034	9/8/2023	1791 County road XX	Philip T Mueller & Kimberly Mueller	anonymous	Trees blocking view on west side when heading north on Terrebonne. There should be a four way stop at Terrebonne and county xx	Called Highway department	Closed	
23-0913-035	9/13/2023	1582 Old highway 51	Rosanna Helmuth & Michael Helmuth	Guy W. Fredel	Dilapidated building, building material everywhere, long grass	need to send letter	Open	
23-0926-036	9/26/2023	creek 14527081740999	MARSCEAU FAMILY JOINT REVOCABLE TRUST	Public works crew	put in a road access	found out it was an old culvert	Closed	
23-1003-037	10/3/2023	2446 Park Road	Kronenwetter Medical Investments	Lucene Udulutch	Tree on northwest side of property needs to be trimmed because it is in right of way	Given to public works	Closed	
23-0929-038	9/29/2023	3297 Pine Road	Samuel J Stroik	anonymous	having chickens and horses in a single family zoned area.	talked to owner about soling the proplem see notes. Police gave dead line to move horse.	Open	
23-1023-039	10/23/2023	1808 Manatee	Ryan N merwin & Sarah L merwin	anonymous	junk in yard	owners said they would move it	Open	
23-1023-040	10/23/2023	2354 Terrebonne Drive	Lesley Bloecher & Jane Bloecher	anonymous	junk in yard	need to talk to owner	Closed	

Kim Manley

From: Wendt, Michael - DOT <Michael.Wendt@dot.wi.gov>
Sent: Thursday, September 28, 2023 8:02 AM
To: Kim Manley
Subject: FW: [External] Truck Routes

Hello Kim,

The Bureau of Highway Maintenance forwarded your question onto the region. Limitations of trucking on public roadways is limited by State Statute, for what I think you are asking you would want to refer to State Statute 348.15. There are options there, but it is limited to whom they may apply.

Hope this helps.

Michael B. Wendt, PE

North Central Region Deputy Director
Wisconsin Department of Transportation
(715)-365-5798

From: Kim Manley <kmanley@kronenwetter.org>
Sent: Wednesday, September 27, 2023 10:31 AM
To: DOT DTSD BHM Oversize-Overweight Permit Unit <osow@dot.wi.gov>
Subject: Truck Routes

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good morning,

Can a Village set a truck route in it's community? Not to give trucks a route through the community but to prevent a truck from traveling down a particular road.

I need this for a meeting next Monday night.

Kim Manley,
Interim Administrator
Village of Kronenwetter
(715)693-4200 Ext. #102

Kim Manley

From: Lee D. Turonie <LDT@dempseylaw.com>
Sent: Friday, September 29, 2023 11:39 AM
To: Kim Manley
Cc: Leonard Ludi
Subject: [External] kowalski road

Kim,

Some info regarding your CLIPP memo. Wis. Stat. s. 349.17 is to designate truck routes. The way it works is that you designate other ways to get someplace than Kowalski. It's a negative thing. Wis. Stat. s. 349.15 can designate Class B highways at a stroke. That cuts weights to 60% of normal to significantly lower the bar on what is allowed, making it an unattractive route because it is way more expensive if caught. There is an exception for a local pick up or delivery, i.e., if it is the only way to get to the destination. Wis. Stat. s. 349.16 is direct statutory authority for special conditions or actually seeing damage being done. I still prefer an ordinance on this though for additional clarity of exercising the authority. This is how spring weight limits are done. I assume that these are not farm vehicles, that is a separate thing called Implements of Husbandry (IOH).

I brought a case against a vehicle once without a traffic stop. You can find out about how much a vehicle weighs, and if transporting a commodity, both sides know how much so that a person gets paid accurately. This was discoverable information after the fact. Probably not where we are here though.

You can request enforcement by the State Patrol. If so, they will pay a visit, but you have no control over when they get to it. They basically put you on the list if you ask kind of thing. Other issue is contracting with a Sheriff, if they have the equipment. Local police almost never have the equipment and training.

So there are some things that can be done. I think this is another facet of our long, rural roads that I was talking about before. Traffic is more of an issue the more development we have. Maybe Ludi can look into it. Long term, might need roads with more lanes, etc. In this same agenda: more development on Martin Road, e.g. Best case, there is no Kowalski interchange for 20 years, if ever. That leaves only these rural roads like Maple Ridge. Thanks,

See statutes here: <https://docs.legis.wisconsin.gov/statutes/statutes/349>

Current ordinance is s. 496-28 and is largely unworkable except for minimally addressing special/seasonal and IOH: <https://ecode360.com/15241713>

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111 Forest Avenue, Suite 200, De Pere, WI 54115
715-822-6470 715-231-7800

Wausau Wisconsin
913 Main Avenue, Suite 211, Wausau, WI 54981
715-234-9736

Wausau Wisconsin
300 3rd Street, Suite 401, Wausau, WI 54981
715-848-2966

Onirock Wisconsin
210 North Main Street, Suite 100, Onirock, WI 54901
715-231-7831

Rock River Falls Wisconsin
132 Main Street, Rock River Falls, WI 54111
715-870-3048

1. Confidentiality.

Village of Kronenwetter, WI
Monday, October 2, 2023

Chapter 496. Vehicles and Traffic

Article IV. Traffic Schedules

§ 496-28. Weight limits.

- A. Violations of weight limits.
- (1) The Village Attorney shall prosecute cases under this section in the Municipal Court of the Village.
 - (2) Any person who shall violate any provision of this section shall pay a forfeiture as set forth in the Village Bond Schedule.
 - (3) Milk haulers, public utility vehicles, school buses, fuel haulers and septic tank pumpers who are in route to or from a failing septic tank within the Village are exempt from this section.
- B. **Scope. The spring breakup of roads is causing considerable damage to the Village highways.** Such damage can be reduced by controlling the heavy load weights of vehicles traveling over Village highways. It is in the best interest of the public that load weights passing over Village highways be limited to protect the interests of the Village taxpayers.
- C. Limits established; posting signs; enforcement of weight limits.
[Amended 10-13-2014 by Ord. No. 14-14]
- (1) Pursuant to Wis. Stats. § 349.16, the Village Director of Public Works shall be authorized to establish and impose special or seasonal weight limitations as necessary within the Village.
 - (2) Pursuant to Wis. Stats. § 348.15(9)(f), all implements of husbandry [including Category B implements of husbandry defined in Wis. Stats. § 340.01(24)(a)1.b.] may not exceed the weight limits imposed by Wis. Stats. § 348.15(3)(g).
 - (3) For all implements of husbandry (including Category B implements of husbandry) that exceed the length and/or weight limitations on highways under the Village jurisdiction, a no-fee permit may be applied for from the Village.
 - (4) Pursuant to Wis. Stats. § 348.27(19)(b)4m.a., in the event an application for a no-fee permit is made for a Category B implement of husbandry as defined in Wis. Stats. § 348.15(3)(g), the Village is required to provide an approved alternate route, which may include highways that are not under its jurisdiction if prior approval has been given by the jurisdiction over the alternate routes not under this entity's jurisdiction for operation of Category B implements of husbandry as defined in Wis. Stats. § 348.15(3)(g).
 - (5) The Village Police Department shall enforce this section.

11 Updated 21–22 Wis. Stats.

VEHICLES — STATE AND LOCAL POWERS

349.18

portion of any such highway which is a state trunk highway or connecting highway may be so designated.

(3) Any city of the first class may, with respect to the streets of such city, by ordinance increase the maximum weight limitations specified in ss. 348.15 and 348.16.

History: 1977 c. 29 s. 1654 (3).

The police power under this section need not be based on the condition of the roadbed, but may be exercised to promote the general welfare of the public. 66 Atty. Gen. 110.

349.16 Authority to impose special or seasonal weight limitations. (1) The officer in charge of maintenance in case of highways maintained by a town, city or village, the county highway commissioner or county highway committee in the case of highways maintained by the county and the department in the case of highways maintained by the state may:

(a) Impose special weight limitations on any such highway or portion thereof which, because of weakness of the roadbed due to deterioration or climatic conditions or other special or temporary condition, would likely be seriously damaged or destroyed in the absence of such special limitations;

(b) Impose special weight limitations on bridges or culverts when in its judgment such bridge or culvert cannot safely sustain the maximum weights permitted by statute;

(c) Order the owner or operator of any vehicle being operated on a highway to suspend operation if in its judgment such vehicle is causing or likely to cause injury to such highway or is visibly injuring the permanence thereof or the public investment therein, except when s. 84.20 is applicable or when the vehicle is being operated pursuant to a contract which provides that the governmental unit will be reimbursed for any damage done to the highway. Traffic officers also may order suspension of operation under the circumstances and subject to the limitations stated in this paragraph.

(2) Imposition of the special weight limitations authorized by sub. (1) (a) shall be done by erecting signs on or along the highway on which it is desired to impose the limitation sufficient to give reasonable notice that a special weight limitation is in effect and the nature of that limitation. Imposition of the special weight limitations authorized by sub. (1) (b) shall be done by erecting signs before each end of the bridge or culvert to which the weight limitation applies sufficient to give reasonable notice that a special weight limitation is in effect and the nature of that limitation. All weight limitation signs and their erection shall comply with the rules of the department and shall be standard throughout the state.

(3) (a) The authority in charge of the maintenance of the highway may exempt vehicles carrying certain commodities specified by the authority or which are used to perform certain services specified by the authority from the special weight limitations which are imposed under sub. (1) (a), or may set different weight limitations than those imposed under sub. (1) (a) for vehicles carrying those commodities or which are used to perform those services, if the exemption or limitation is reasonable and necessary to promote the public health, safety, and welfare.

(b) The authority in charge of the maintenance of the highway shall exempt from the special or seasonal weight limitations imposed under sub. (1) (a) a vehicle that is used to transport material pumped from a septic or holding tank if, because of health concerns, material needs to be removed from a septic or holding tank within 24 hours after the vehicle owner or operator is notified and if the vehicle is operated for the purpose of emptying the septic or holding tank and disposing of its contents and is operated on a route that minimizes travel on highways subject to weight limitations imposed under sub. (1) (a). Within 72 hours after operating a vehicle that transported material pumped from a septic or holding tank and that exceeded special or seasonal weight limitations as authorized by this paragraph, the owner or operator of the vehicle shall notify the authority in charge of maintenance of the highways over which the vehicle was operated.

(c) The authority in charge of the maintenance of the highway shall exempt from the special or seasonal weight limitations imposed under sub. (1) (a) a vehicle operated by or at the direction of a public utility, as defined in s. 196.01 (5), a telecommunications provider, as defined in s. 196.01 (8p), or a cooperative association organized under ch. 185 for the purpose of producing or furnishing heat, light, power, or water to its members, that is being operated for the purpose of responding to a service interruption.

(d) The authority in charge of the maintenance of the highway shall exempt from the special or seasonal weight limitations imposed under sub. (1) (a) a motor vehicle that is being operated to deliver propane for heating purposes if the gross weight imposed on the highway by the vehicle does not exceed 30,000 pounds, for a vehicle with a single rear axle, or 40,000 pounds, for a vehicle with tandem rear axles, and, if the motor vehicle is a tank vehicle, the tank is loaded to no more than 50 percent of the capacity of the tank. A tank vehicle operated under this paragraph shall be equipped with a gauge on the tank that shows the amount of propane in the tank as a percent of the capacity of the tank and shall carry documentation of the capacity of the tank either on the cargo tank or in the cab of the vehicle. A motor vehicle operated under this paragraph shall, to the extent practicable, make deliveries on seasonally weight-restricted roads at times of the day when the highways used are the least vulnerable.

History: 1975 c. 141; 1977 c. 29 s. 1654 (8) (a); 1977 c. 435; 1983 a. 307; 1999 a. 46; 2015 a. 44; 2017 a. 68.

349.17 Authority of cities, villages and towns to regulate heavy traffic. (1) Any city, village or town may by ordinance or resolution designate any street or highway under its jurisdiction as a heavy traffic route and designate the type and character of vehicles which may be operated thereon. A city, village or town may restrict or prohibit heavy traffic from using other streets or highways under its jurisdiction except that it may not place such restrictions on streets or highways over which are routed state trunk highways and may not prohibit heavy traffic from using a street or highway for the purpose of obtaining orders for supplies or moving or delivering supplies or commodities to or from any place of business or residence which has an entrance on such street or highway. Whenever a city, village or town designates any street or highway under its jurisdiction as a heavy traffic route, it shall cause appropriate signs to be erected giving notice thereof.

(2) In this section, “heavy traffic” means all vehicles not operating completely on pneumatic tires and all vehicles or combination of vehicles, other than motor buses, designed or used for transporting property of any nature and having a gross weight of more than 6,000 pounds.

History: 1977 c. 116; 1993 a. 246.

Legislative Council Note, 1977: Sub. (1) authorizes cities and villages to designate any street as a heavy traffic route. As defined in s. 340.01 (64), the term “street” means every highway within the corporate limits of a city or village except alleys. By adding “or highway” after “street”, s. 349.17 (1) authorizes a city or village to prohibit heavy traffic from using any street or alley which has not been designated as a heavy traffic route unless such street or alley is being used to obtain orders for supplies or to deliver supplies or commodities to or from a place of business or residence with an entrance on such street or alley. “Highway” is defined in s. 340.01 (22), to mean “all public ways and thoroughfares”, including alleys. [Bill 465–A]

349.18 Additional traffic-control authority of counties and municipalities. (1) Any city, village or town, by ordinance, may:

(a) Designate the number of persons that may ride on a motor bicycle at any one time and the highways upon which a motor bicycle or moped may or may not be operated.

(b) Establish a golf cart crossing point upon a highway within its limits. An ordinance enacted under this paragraph shall require that a golf cart stop and yield the right-of-way to all vehicles approaching on the highway before crossing the highway. The ordinance may require that a golf cart be equipped with reflective devices as specified in the ordinance. The city, village or town

CHAPTER 348

VEHICLES — SIZE, WEIGHT AND LOAD

	SUBCHAPTER I GENERAL PROVISIONS		
348.01	Words and phrases defined.	348.16	Weight limitations on class “B” highways.
348.02	Applicability of chapter.	348.17	Special or seasonal weight limitations.
348.03	Self-certification for agricultural commercial motor vehicles.	348.175	Seasonal operation of vehicles hauling peeled or unpeeled forest products cut crosswise or abrasives or salt for highway winter maintenance.
	SUBCHAPTER II SIZE AND LOAD	348.18	Weight limitations apply to publicly-owned vehicles; exceptions.
348.05	Width of vehicles.	348.19	Traffic officers may weigh vehicles and require removal of excess load.
348.06	Height of vehicles.	348.195	Weight records of raw forest products purchasers.
348.07	Length of vehicles.	348.20	Policy in prosecuting weight violations.
348.08	Vehicle trains.	348.21	Penalty for violating weight limitations.
348.09	Projecting loads on side of vehicles.	348.22	Courts to report weight violation convictions.
348.10	Special limitations on load.		SUBCHAPTER IV PERMITS
348.105	Transport of radiological materials.	348.25	General provisions relating to permits for vehicles and loads of excessive size and weight.
348.11	Penalty for violating size and load limitations.	348.26	Single trip permits.
	SUBCHAPTER III WEIGHT	348.27	Annual, consecutive month or multiple trip permits.
348.15	Weight limitations on class “A” highways.	348.28	Permits to be carried.
		348.29	Weight limitations for certain permits.
		348.295	Weight limitations for certain permits.

SUBCHAPTER I
GENERAL PROVISIONS

348.01 Words and phrases defined. (1) Words and phrases defined in s. 340.01 are used in the same sense in this chapter unless a different definition is specifically provided.

(2) In this chapter the following terms have the designated meanings:

(a) “Axle” includes all wheels of a vehicle imposing weight on the highway, the centers of which are included between 2 parallel transverse vertical planes less than 42 inches apart, extending across the full width of vehicle and load.

(am) “Certified stationary scale” means a stationary scale which is tested and inspected annually for accuracy by the department of agriculture, trade and consumer protection or other authorized testing agency in accordance with specifications, tolerances, standards and procedures established by the national institute of standards and technology and the department of agriculture, trade and consumer protection for the testing and examination of scales.

(ar) “Consecutive month permit” means a permit issued for a minimum of 3 consecutive months.

(at) “Double-decked bus” means a motor bus designed to carry passengers on an upper level throughout the length of the bus over passengers on a lower level throughout the length of the bus and the roof of which is permanently enclosed with rigid construction and extends throughout the length of the bus.

(au) “Drive-away method in saddlemount combination” means a vehicle combination designed and specifically used to tow up to 3 trucks or truck tractors, each connected by a saddle to the frame or 5th-wheel of the forward vehicle of the truck or truck tractor in front of it, and including not more than one fullmount.

(av) “Fender line”, in the case of motor trucks, means the outermost limits of the rear fenders, flare boards or floor of the body, whichever projects outward the farthest.

(ax) “Forestry biomass” means byproducts and waste generated by the practice of forestry on forestry lands.

(ay) “Fullmount” means a smaller vehicle mounted completely on the frame of either the first or last vehicle in a saddlemount combination.

(b) “Gross weight” means the weight of a vehicle or combination of vehicles equipped for service plus the weight of any load which the vehicle or combination of vehicles may be carrying.

(bc) “I 39 corridor” means that portion of I 39 between I 94 near the city of Portage and STH 29 south of the city of Wausau.

(bd) “I 41 corridor” means that portion of I 41 from I 94 at the zoo interchange, as defined in s. 84.014 (5m) (ag) 2., through the interchange with I 43 in the village of Howard.

(bg) “Implement dealer” means any person engaged in the business of delivering, repairing, or servicing implements of husbandry or agricultural commercial motor vehicles.

(bm) “Personal watercraft” has the meaning given in s. 30.50 (9d).

(bp) “Potato harvester” means an implement of husbandry designed and used exclusively for harvesting potatoes.

(bt) “Raw forest products” means logs, pilings, posts, poles, cordwood products, wood chips, sawdust, pulpwood, intermediary lumber, fuel wood and Christmas trees not altered by a manufacturing process off the land, sawmill or factory from which they are taken.

(bu) “Stover” means the leaves and stalks of field crops, such as corn, sorghum, or soybean, that are commonly left in a field after harvesting the grain.

(bv) “Saddle” means a mechanism that connects the front axle of a towed vehicle to the frame or 5th-wheel of the vehicle in front and functions like a 5th-wheel kingpin connection.

(c) “Tandem axle” means any 2 or more consecutive axles whose centers are 42 or more inches apart and which are individually attached to or articulated from, or both, a common attachment to the vehicle including a connecting mechanism designed to equalize the load between axles.

(cm) “To or from a farm-related destination,” with respect to operating or transporting an implement of husbandry or agricultural commercial motor vehicle, means movement between or among farms, fields, agricultural storage or processing facilities, locations where the implement of husbandry or agricultural commercial motor vehicle is stored, or any combination of the foregoing.

(d) “Vehicle for recreational use” includes a bicycle, moped, motor bicycle, motorcycle, all-terrain vehicle, utility terrain vehicle, snowmobile, boat, as defined in s. 30.50 (2), sailboard, as defined in s. 30.50 (11), personal watercraft, electric scooter, or electric personal assistive mobility device, but does not include an

348.01 VEHICLES — SIZE, WEIGHT AND LOAD

Updated 21–22 Wis. Stats. 2

automobile, motor truck, motor home, play vehicle, or in-line skates.

History: 1981 c. 312 ss. 1, 2, 4; 1985 a. 202, 212, 332; 1989 a. 165; 1993 a. 62, 439; 1999 a. 85; 2005 a. 11, 167; 2007 a. 16; 2009 a. 180; 2011 a. 59, 208; 2013 a. 216, 220, 377; 2015 a. 15, 55, 232, 360; 2019 a. 11.

348.02 Applicability of chapter. (1) The provisions of this chapter restricting the size, weight and load of vehicles apply also to vehicles owned by or operated by or for a governmental agency, subject to such exceptions in this chapter.

(2) The provisions of this chapter restricting the size and weight of vehicles apply to the vehicle and any load which it is carrying except as otherwise provided in this chapter.

(3) Any owner of a vehicle who causes or permits such vehicle to be operated on a highway in violation of this chapter is guilty of the violation the same as if the owner had actually operated the vehicle.

(4) The limitations on size, weight and load imposed by this chapter do not apply to road machinery actually engaged in construction or maintenance of a highway within the limits of the project.

(5) The limitations on weight, length and number of vehicles in combination imposed by this chapter shall not apply to a combination of vehicles in an emergency towing operation in which the towing vehicle is being used to remove a stalled or disabled vehicle or combination of vehicles from the highway to the nearest adequate place for repairs, or in which the towing vehicle is an emergency truck tractor temporarily substituted for a stalled or disabled truck tractor. The vehicle owner or the owner's agent shall designate the nearest adequate place for repairs for vehicles or combinations of vehicles exceeding the statutory length limits or limits on the number of vehicles in combination.

(6) The provisions of this chapter apply to implements of husbandry and agricultural commercial motor vehicles.

History: 1977 c. 197; 1979 c. 348; 1981 c. 268, 312, 390; 1989 a. 134; 1991 a. 316; 2013 a. 377.

348.03 Self-certification for agricultural commercial motor vehicles. (1) The department shall prescribe a form for the owner or operator of an agricultural commercial motor vehicle to certify that the vehicle and its operation satisfy all requirements specified in the definition under s. 340.01 (1o).

(2) The certification on the form under sub. (1) of an owner or operator of an agricultural commercial motor vehicle may be offered to the department or any traffic officer as evidence of the truth of the matters asserted in the certification, but the certification is not conclusive of such matters.

History: 2013 a. 377.

SUBCHAPTER II

SIZE AND LOAD

348.05 Width of vehicles. (1) No person without a permit therefor shall operate on a highway any vehicle having a total width in excess of 8 feet 6 inches, except as otherwise provided in this section.

(2) The following vehicles may be operated without a permit for excessive width if the total outside width does not exceed the indicated limitations:

(a) Subject to ss. 347.24 (3), 347.245 (1), and 347.25 (2g), no limitation for implements of husbandry.

(am) Ten feet for an agricultural commercial motor vehicle, except that, if the agricultural commercial motor vehicle is operated for purposes of spraying pesticides or spreading lime or fertilizer but not including manure application and has extending tires, fenders, or fender flares, the total outside width of the agricultural commercial motor vehicle may not exceed 12 feet. This paragraph does not apply to an agricultural commercial motor vehicle

on a highway that is a part of the national system of interstate and defense highways.

(b) No limitation for snowplows operated by or for a governmental agency.

(d) Ten feet 6 inches for snowplows attached to motor vehicles normally used for the transportation of milk.

(e) Twelve feet for skidders, forwarders, harvesters, and wheeled feller bunchers operated for logging purposes at times other than hours of darkness and operated on the highway for a distance of 0.5 miles or less. This paragraph does not apply on any highway that is a part of the national system of interstate and defense highways.

(f) Eight feet 8 inches for urban passenger buses and 8 feet 6 inches for interurban passenger buses.

(i) A realistic body width of 8 feet 6 inches for mobile homes, including recreational vehicles, and motor homes, and, for motor homes and for recreational vehicles used only as temporary or recreational dwellings, up to an additional 4 inches on the left side and 6 inches on the right side of such vehicles for appurtenances provided that, if any appurtenance extends the maximum 4 inches on the left side or 6 inches on the right side, the appurtenance is located at a height of not less than 8 feet from the ground. In this paragraph, "appurtenance" means any mechanical or other device, including retracted awning assemblies, vent grates, electrical outlet covers, and door handles, that is related to the structure of the vehicle and is installed upon the vehicle by a manufacturer or dealer.

(k) Nine feet for loads of tie logs, tie slabs and veneer logs, provided that no part of the load shall extend more than 6 inches beyond the fender line on the left side of the vehicle or extend more than 10 inches beyond the fender line on the right side of the vehicle. This paragraph does not apply to transport on highways designated as parts of the national system of interstate and defense highways under s. 84.29.

(L) Twelve feet for loads of hay in bales and, from September 15 to December 15 of each year, for loads of Christmas trees from the point of harvesting or staging to a Christmas tree yard or point of commercial shipment, if the total outside width of the loads do not exceed the width of a single traffic lane of any highway over which the loads are carried. This paragraph does not apply to vehicles on highways designated as parts of the national system of interstate and defense highways under s. 84.29.

(m) Nine feet for a vehicle or vehicle combination used by a pipeline company or operator, public service corporation, municipal utility, or cooperative association described in s. 196.01 (5) (b) 1., or by a motor carrier operating under contract with a pipeline company or operator, public service corporation, municipal utility, or cooperative association described in s. 196.01 (5) (b) 1., for transportation of poles, pipe, girders, and similar materials.

(2g) (a) Except as provided in par. (c), and subject to par. (b), sub. (2) (a) also applies to implements of husbandry while being operated or transported by an implement dealer or farmer for purposes of delivery, repair, or servicing of the implement of husbandry if the implement of husbandry is being operated or transported under either of the following circumstances:

1. Directly from a farmer's owned or leased land to the business location of an implement dealer that is within a 75-mile radius of the farmer's owned or leased land.

2. Directly from the business location of an implement dealer to a farmer's owned or leased land that is within a 75-mile radius of the implement dealer's business location.

(b) 1. Paragraph (a) applies to a person operating or towing an implement of husbandry only if the person complies with ss. 347.24 (3), 347.245 (1), and 347.25 (2g), as applicable. For purposes of this subdivision, the requirements under ss. 347.24 (3), 347.245 (1), and 347.25 (2g) shall apply to an implement of husbandry being towed to the same extent as if the implement of husbandry were being operated.

3 Updated 21–22 Wis. Stats.

VEHICLES — SIZE, WEIGHT AND LOAD

34

2. Paragraph (a) applies to a person transporting by trailer or semitrailer an implement of husbandry only if the person complies with s. 347.24 (3) (b) 1. For purposes of this subdivision, the requirements under s. 347.24 (3) (b) 1. shall apply to an implement of husbandry being transported by trailer or semitrailer to the same extent as if the implement of husbandry were being operated.

(c) This subsection does not apply to implements of husbandry being transported by trailer or semitrailer on a highway that is a part of the national system of interstate and defense highways, but does apply to implements of husbandry being operated or towed on a highway that is a part of the national system of interstate and defense highways.

(2m) The secretary, by rule, shall designate safety devices which may not be included in the calculation of width under subs. (1) and (2). The designation of safety devices under this subsection may not be inconsistent with the safety devices designated by the U.S. secretary of transportation under P.L. 97–369, section 321.

(3m) (a) Subject to par. (c), implements of husbandry of any width may be transported by trailer or semitrailer, without a permit, on a highway to or from a farm–related destination, at times other than hours of darkness.

(b) This subsection does not apply to the national system of interstate and defense highways.

(c) Paragraph (a) applies only if the person transporting the implement of husbandry complies with s. 347.24 (3) (b) 1. For purposes of this paragraph, the requirements under s. 347.24 (3) (b) 1. shall apply to an implement of husbandry being transported to the same extent as if the implement of husbandry were being operated.

(3r) (a) Except as provided in par. (b), and subject to s. 348.09 (3) (b), sub. (2) (am) also applies to agricultural commercial motor vehicles while being operated or transported by trailer or semitrailer by an implement dealer or farmer for purposes of delivery, repair, or servicing of the agricultural commercial motor vehicle if the agricultural commercial motor vehicle is being operated or transported by trailer or semitrailer under either of the following circumstances:

1. Directly from a farmer's owned or leased land to the business location of an implement dealer that is within a 75–mile radius of the farmer's owned or leased land.

2. Directly from the business location of an implement dealer to a farmer's owned or leased land that is within a 75–mile radius of the implement dealer's business location.

(b) This subsection does not apply to agricultural commercial motor vehicles being operated or transported by trailer or semitrailer on a highway that is a part of the national system of interstate and defense highways.

(3t) (a) Subject to par. (b) and s. 348.09 (3) (b), agricultural commercial motor vehicles not exceeding the width specified in sub. (2) (am) may be transported by trailer or semitrailer, without a permit, on a highway to or from a farm–related destination, at times other than hours of darkness.

(b) This subsection does not apply to the national system of interstate and defense highways.

(4) Notwithstanding sub. (1), the secretary may restrict vehicles to a width of less than 8 feet 6 inches on any portion of any state or local highway if he or she deems such restriction necessary to protect the public safety. Any such restriction shall be indicated by official signs. If the secretary restricts vehicles to a width of less than 8 feet 6 inches on any local highway, the local authority in charge of maintenance shall be responsible for erecting the appropriate signs on the local highway.

History: 1975 c. 50; 1977 c. 26; 1977 c. 29 s. 1654 (9) (b); 1981 c. 22; 1983 a. 78, 508; 1985 a. 187; 1993 a. 353, 404; 1995 a. 7, 225, 348; 1999 a. 85; 2003 a. 213; 2011 a. 243; 2013 a. 369, 377; 2015 a. 15, 171; 2015 a. 195 s. 83; 2015 a. 232; 2017 a. 365 s. 111.

Cross-reference: See also s. Trans 276.04, Wis. adm. code.

348.06 Height of vehicles. (1) Except as provided in subs. (2) and (2m), no person, without a permit therefor, may operate on a highway any motor vehicle, mobile home, recreational vehicle, trailer, or semitrailer having an overall height in excess of 13 1/2 feet.

(2) Implements of husbandry, and 2–vehicle combinations transporting by trailer or semitrailer implements of husbandry to or from a farm–related destination, of any height may be operated upon a highway without a permit for excessive height. The operator of the implement of husbandry or 2–vehicle combination is responsible for ensuring that there is adequate height clearance between the implement of husbandry being operated or transported and any overhead structure or obstruction, other than a structure or obstruction that is any of the following:

(a) Any overhead utility line that does not satisfy the requirements of the state electric code promulgated by the public service commission.

(b) Any overhead electric line of a cooperative association that is organized under ch. 185 and that does not comply with the National Electrical Safety Code.

(2m) (a) Double–decked buses having an overall height not exceeding 14 feet 5 inches may be operated without a permit for excessive height upon a highway, other than a state trunk highway, that has a speed limit of 45 miles per hour or less if the vehicle owner or operator has, prior to the vehicle's operation, obtained written approval for such operation and for the vehicle's route from the local authority with jurisdiction over the highway on any highway on which the vehicle will be operated. A local authority may not approve the operation of a vehicle under this subsection on a highway under its jurisdiction unless all of the following apply:

1. The local authority has received a copy of the vehicle's proposed route, inspected the route, and verified that there is at least 6 inches of height clearance between the vehicle and any overhead structure or obstruction, including any utility line, on all parts of the route.

2. The vehicle owner has agreed, in writing, to assume liability for any personal injury or property damage resulting from the vehicle's striking of any overhead structure or obstruction, including any utility line, regardless of whether the personal injury or property damage occurs on an approved route.

3. The local authority has inspected the vehicle and verified that the sign required under par. (b) is displayed.

(b) A vehicle specified in par. (a) shall conspicuously display, in the operator's area of the vehicle, a sign informing the operator that operation of the vehicle on any highway that is not part of a route approved under par. (a) is unlawful.

(c) A local authority may, for any reason, deny approval for the operation of a vehicle under this subsection, or deny approval of any route regardless of whether the requirements under par. (a) are satisfied, on any highway under the local authority's jurisdiction.

(d) A local authority that has approved operation of a vehicle under this subsection shall, with respect to any route approved for every such vehicle, inspect the approved route at least once each year. If the inspection reveals that the clearance requirements specified in par. (a) 1. are no longer satisfied, the local authority shall revoke the route approval, but may approve an alternative route that complies with the clearance requirements specified in par. (a) 1.

(e) A local authority may delegate to any department, division, official, or employee of the local authority the responsibility for issuing approvals, conducting inspections, or carrying out any other duty specified under this subsection.

(3) The limitations on total height stated in this section shall not be construed as requiring a clearance of such height or as relieving the owners of vehicles not exceeding such total height from liability for any damage.

History: 1999 a. 85; 2005 a. 11; 2007 a. 11; 2013 a. 377; 2015 a. 15, 232.

348.07 VEHICLES — SIZE, WEIGHT AND LOAD

Updated 21–22 Wis. Stats. 4

348.07 Length of vehicles. (1) No person, without a permit therefor, may operate on a highway any single vehicle with an overall length in excess of 45 feet or any combination of 2 vehicles with an overall length in excess of 70 feet, except as otherwise provided in subs. (2), (2a), (2m), (2r), and (4m) and s. 348.08 (1).

(2) The following vehicles may be operated without a permit for excessive length if the overall length does not exceed the indicated limitations:

(e) 1. Sixty feet for an implement of husbandry that is a single vehicle.

2. Except as provided in subd. 3., 100 feet for implements of husbandry that are 2–vehicle combinations and for 2–vehicle combinations transporting by trailer or semitrailer implements of husbandry to or from a farm–related destination.

3. No length limitation for an implement of husbandry that is an irrigation system in combination with a farm tractor, farm truck, farm truck tractor, or motor truck temporarily operated upon a highway.

(f) No overall length limitation for a tractor–semitrailer combination, a double bottom or an automobile haulaway when such tractor–semitrailer combination, double bottom or automobile haulaway is operated on a highway designated under sub. (4).

(fm) No length limitation for a truck tractor or road tractor when such truck tractor or road tractor is operated in a tractor–semitrailer combination or as part of a double bottom or an automobile haulaway on a highway designated under sub. (4).

(fs) 75 feet for a tractor–semitrailer combination, except as provided in par. (f) or sub. (4m).

(g) 48 feet for a semitrailer or trailer operated as part of a 2–vehicle combination, except as provided in par. (gr) or (gv).

(gm) 28 feet 6 inches for a semitrailer or trailer operated as part of a double bottom on a highway designated under sub. (4).

(gr) 53 feet for a semitrailer whose length from kingpin to axle does not exceed 43 feet and which is operated as part of a 2–vehicle combination on a highway designated under sub. (4). The length limits in this paragraph do not apply to a trailer or a semitrailer that is authorized to operate under par. (im).

(gv) 53 feet for a semitrailer whose length from kingpin to axle does not exceed 43 feet and which is operated as part of a 2–vehicle combination, except as provided in par. (gr) or sub. (4m). The length limits in this paragraph do not apply to a trailer or a semitrailer that is authorized to operate under par. (im).

(h) Sixty–six feet for articulated buses operated in urban areas.

(im) Seventy–five total feet for a 2–vehicle combination designed and primarily used for transporting livestock, if the trailer or semitrailer, measured as required by sub. (3) (b), is not longer than 53 feet, the trailer or semitrailer is equipped with at least 2 axles, and the towing vehicle is not a motor truck, truck tractor, road tractor, or combination vehicle with a gross vehicle weight rating or actual gross weight of 10,000 pounds or less.

(j) 66 feet for an automobile haulaway plus an additional overhang of 4 feet to the front of the vehicle and 5 feet to the rear of the vehicle.

(k) Sixty feet for a single vehicle, and 120 feet for a 2–vehicle combination, used by a pipeline company or operator, public service corporation, municipal utility, or cooperative association described in s. 196.01 (5) (b) 1., or by a motor carrier operating under contract with a pipeline company or operator, public service corporation, municipal utility, or cooperative association described in s. 196.01 (5) (b) 1., for transportation of poles, pipe, girders and similar materials. A vehicle or vehicle combination described in this paragraph may, in addition to the vehicle length specified in this paragraph, carry a load extending not more than 10 feet beyond the front bumper of the vehicle or foremost vehicle in the vehicle combination.

(2a) Four trains consisting of 4 vehicles including the propelling motor vehicle may be operated as provided in s. 348.08 (1) (c).

(2m) Subsection (2) (e) also applies to implements of husbandry while being operated or transported by an implement dealer or farmer for purposes of delivery, repair, or servicing of the implement of husbandry if the implement of husbandry is being operated or transported under either of the following circumstances:

(a) Directly from a farmer’s owned or leased land to the business location of an implement dealer that is within a 75–mile radius of the farmer’s owned or leased land.

(b) Directly from the business location of an implement dealer to a farmer’s owned or leased land that is within a 75–mile radius of the implement dealer’s business location.

(2r) Subsection (2) (e) also applies to implements of husbandry while being transported by trailer or semitrailer on a highway to or from a farm–related destination.

(3) (a) The overall length of a mobile home or recreational vehicle shall be measured from the rear thereof to the rear of the vehicle to which it is attached.

(b) 1. Except as provided in subd. 2., the length of a semitrailer or trailer shall be measured from the front thereof to the rear of the semitrailer or trailer or cargo, whichever is longer, excluding bumpers, stake pockets, air deflectors and refrigeration units.

2. The length of a semitrailer operated as the first trailing unit in a double bottom consisting of a truck tractor and 2 semitrailers does not include a frame extension bearing a fifth–wheel connection by which the 2nd trailing unit is drawn unless the frame extension is more than 8 feet in length. This subdivision does not affect the measurement of length from the front of the semitrailer to the rear of the cargo.

(c) The distance between a kingpin and semitrailer axle shall be measured as follows:

1. On a semitrailer having a tandem axle, from the kingpin to a point midway between the first and last axles of the tandem axle.

2. On a semitrailer not having a tandem axle, from the kingpin to the center of the rearmost axle.

(4) The secretary shall, by rule, designate the highways to which sub. (2) (f), (fm), (gm), and (gr) and s. 348.08 (1) (a) 2. and (e) apply. The designation of highways under this subsection may not be inconsistent with the designation of highways made by the U.S. secretary of transportation under P.L. 97–424, section 411. The secretary may also designate additional highways by rule. In adopting a rule designating other highways, which may include 2–lane highways, the secretary shall specify the factors which resulted in the determination to designate the highways. These factors shall include, but are not limited to, safety, economics, energy savings, industry productivity and competition. Vehicles to which sub. (2) (f), (fm), (gm), and (gr) and s. 348.08 (1) (a) 2. and (e) apply may also operate on highways not designated under this subsection for a distance of 15 miles or less in order to obtain access to a highway designated under this subsection or to reach fuel, food, maintenance, repair, rest, staging, terminal or vehicle assembly facilities or points of loading or unloading. The secretary may, by rule, designate an access route of more than 15 miles from a highway designated under this subsection when the longer route provides safer and better access to a location which is within the 15–mile limit. Household goods carriers may operate between highways designated under this subsection and points of loading and unloading.

(4m) The secretary shall, by rule, designate those parts of the state trunk highway system to which sub. (2) (fs) and (gv) do not apply. For each part of the state trunk highway system designated under this subsection, the secretary shall specify the factors that resulted in the determination to designate the part as not suitable to accommodate vehicle lengths as specified in sub. (2) (fs) and (gv). The secretary may, by rule, establish exceptions to the vehicle–combination length limitation specified in sub. (1), including establishing any greater or lesser length limitation than that specified in sub. (1), with respect to specific types of vehicles identified by the secretary or highways designated by the secretary, but the

5 Updated 21–22 Wis. Stats.

VEHICLES — SIZE, WEIGHT AND LOAD

348.08

secretary may not establish under this subsection any length limitation inconsistent with sub. (2) or (2a) or s. 348.08 (1).

(5) As often as it deems necessary, the department shall publish maps required for its own use and for free distribution showing the highways designated under subs. (4) and (4m), those parts of the state trunk highway system not designated under sub. (4m), and such other main highways and other features as the department deems desirable.

History: 1975 c. 279; 1977 c. 29 ss. 1487g to 1487m, 1654 (9) (b); 1977 c. 418; 1979 c. 255; 1981 c. 159, 176; 1983 a. 20, 78, 192; 1985 a. 165, 187; 1987 a. 30; 1991 a. 39, 72; 1995 a. 193; 1997 a. 27; 1999 a. 85, 186; 2003 a. 213, 234; 2005 a. 363, 365; 2007 a. 11, 93; 2011 a. 53 s. 2; 2011 a. 54, 243; 2013 a. 99, 220, 369, 377; 2015 a. 15, 195, 232.

Cross-reference: See also ch. Trans 276, Wis. adm. code.

The state may not prohibit 65-foot double-bottom trailers. *Raymond Motor Transportation, Inc. v. Rice*, 434 U.S. 429, 98 S. Ct. 787, 54 L. Ed. 2d 664 (1978).

348.08 Vehicle trains. (1) No person, without a permit therefor shall operate on a highway any motor vehicle drawing or having attached thereto more than one vehicle, except that:

(a) Two or 3 vehicles may, without such permit, be drawn or attached when such vehicles are being transported by the drive-away method in saddlemount combination and the overall length of such combination of vehicles does not exceed the following:

1. When operating on a highway designated as part of the national system of interstate and defense highways under s. 84.29, 97 feet.

2. When operating on a highway designated under s. 348.07 (4), 97 feet.

3. When operating on a highway not identified in subd. 1. or 2., 75 feet.

(b) Two implements of husbandry may, without such permit, be drawn by, or attached to, another implement of husbandry if the overall length of such combination of vehicles does not exceed 70 feet, or 100 feet if the vehicle combination is traveling at a speed of not more than 25 miles per hour.

(c) Tour trains may, without such permit, be drawn by a motor vehicle upon and along county and municipal roads and streets and across state trunk highways, and upon and along state trunk highways where there are no alternate municipal or county routes or streets for such operation. The following requirements and restrictions shall apply to tour train operations:

1. Tour trains shall operate within a radius of 10 miles from the situs of the beginning and ending of the excursion.

2. Tour trains shall operate only along those portions of the state trunk highway system approved by the department.

3. The towing vehicle shall be of such design and construction that it will safely tow the unit at speeds up to 35 m.p.h. and the towing vehicle shall in no case be a farm-type tractor, but shall be a motor vehicle originally designed and manufactured expressly for operation upon public highways.

4. Each unit of a tour train, regardless of weight, shall be equipped with brakes as provided in s. 347.35 (3) (a).

5. Tour trains shall be equipped with head lamps, tail lamps, stop lamps, directional signal lamps and reflectors as provided in ch. 347 and in compliance with these provisions as if the train were a single motor vehicle.

6. All hitches, couplings, safety chains or cables shall be in compliance with s. 347.47.

(d) Two trailers transporting empty pressurized or nonpressurized tanks used for hauling or storing liquid agricultural fertilizer or 2 implements of husbandry, including 2 empty trailers used primarily as implements of husbandry in connection with seasonal agricultural activities, may, without such permit, be drawn by a motor truck, truck tractor, or agricultural commercial motor vehicle if the overall length of such combination of vehicles and load does not exceed 70 feet or, if the vehicle combination is traveling at a speed of not more than 25 miles per hour, 100 feet. For purposes of this paragraph, "empty" means less than 20 percent full.

(e) A double bottom may be operated on highways designated by the secretary under s. 348.07 (4).

(f) A double bottom transporting dairy products from the point of production to the first point of processing may operate on any highway not designated under s. 348.07 (4) if the overall length of such double bottom does not exceed 60 feet. If the double bottom operates on a highway designated under s. 348.07 (4), s. 348.07 (2) (f), (fm) and (gm) applies.

(g) Three trailers containing only warning signs used exclusively for highway maintenance or construction purposes may, without a permit, be drawn by a motor truck if the overall length of the combination of vehicles does not exceed 60 feet.

(h) Two new trailers or semitrailers to be used for transporting farm products or livestock may, without such permit, be drawn by a motor truck not exceeding 25 feet in length if each trailer or semitrailer is 28 feet 6 inches or less in length and the trailers or semitrailers are being transported directly from a manufacturer to a dealer or directly from a dealer to another dealer. The length of the first trailing unit does not include a frame extension by which the 2nd trailing unit is drawn.

(i) A 3-vehicle combination consisting of a towing vehicle and, in order by weight, with the lighter of the towed vehicles as the 3rd vehicle in the 3-vehicle combination unless not structurally possible, a recreational vehicle or camping trailer as the 2nd vehicle, and a recreational vehicle, camping trailer, or trailer carrying any vehicle for recreational use or carrying no load as the 3rd vehicle may, without a permit, be operated on a highway if the overall length of the combination of vehicles does not exceed 65 feet and, if the total weight, including any load, of all towed vehicles exceeds 3,000 pounds, one of the towed vehicles is equipped with brakes. No 3-vehicle combination may operate under this paragraph if highway or weather conditions include heavy snow, freezing rain, icy roads, high winds, limited visibility, or upon a highway that is closed or partially closed by the department due to highway conditions.

(j) A 3-vehicle combination not exceeding 70 feet in overall length may, without a permit, be operated on a highway if the towing vehicle serving as the power unit is equipped with a 5th wheel and kingpin connection by which the 2nd vehicle in the 3-vehicle combination is drawn, the 2nd vehicle in the 3-vehicle combination is a recreational vehicle or camping trailer, including any combination camping-horse trailer, the 3rd vehicle in the 3-vehicle combination is a recreational vehicle or camping trailer or a trailer carrying any vehicle for recreational use, carrying equestrian equipment and equestrian supplies for recreational purposes, or carrying no load, and, if the total weight, including any load, of all towed vehicles exceeds 3,000 pounds, one of the towed vehicles is equipped with brakes. No 3-vehicle combination may operate under this paragraph if highway or weather conditions include heavy snow, freezing rain, icy roads, high winds, limited visibility, or upon a highway that is closed or partially closed by the department due to highway conditions.

(2) Whenever any train of implements of husbandry is being operated under sub. (1) (b), the train shall be equipped as provided in s. 347.21 (1m). Whenever any train of agricultural vehicles is being operated under sub. (1) (d), the train shall be equipped as provided in s. 347.21 (1). The trailer hitches of a train described in this subsection shall be of a positive nature so as to prevent accidental release.

History: 1977 c. 29 s. 1654 (8) (a); 1981 c. 276, 277; 1983 a. 78; 1985 a. 202, 209; 1987 a. 164; 1991 a. 14, 39, 72; 2011 a. 59 s. 2; 2011 a. 243; 2013 a. 220, 355, 377; 2015 a. 195 ss. 41, 83.

The state may not prohibit 65-foot double-bottom trailers. *Raymond Motor Transportation, Inc. v. Rice*, 434 U.S. 429, 98 S. Ct. 787, 54 L. Ed. 2d 664 (1978).

348.09 Projecting loads on side of vehicles. (1) No person, without a permit therefor, may operate on a highway any motor vehicle, trailer or semitrailer carrying any load extending beyond the fender line on the left side or extending more than 6 inches beyond the fender line on the right side of the vehicle.

348.09 VEHICLES — SIZE, WEIGHT AND LOAD

Updated 21–22 Wis. Stats. 6

(2) This section applies even though the total width of the vehicle and load does not exceed the maximum permitted under s. 348.05.

(3) (a) Subject to par. (b), this section does not apply if the load is an implement of husbandry being transported as provided in s. 348.05 (2g) or (3m) or an agricultural commercial motor vehicle being transported as provided in s. 348.05 (3r) or (3t).

(b) No person may transport by trailer or semitrailer on a highway an agricultural commercial motor vehicle exceeding 8 feet 6 inches in total outside width unless the agricultural commercial motor vehicle is equipped with at least 2 amber flashing warning lamps that are lighted and visible from both the front and rear. When lighted, these lamps shall be capable of being seen and distinguished under normal atmospheric conditions during hours of darkness at a distance of 500 feet from the front and rear of the agricultural commercial motor vehicle. These lamps shall be mounted, as nearly as practicable, to indicate the extreme width of the agricultural commercial motor vehicle, but not more than 16 inches from the lateral extremities of the agricultural commercial motor vehicle.

History: 1999 a. 85; 2013 a. 377; 2015 a. 15, 232.

348.10 Special limitations on load. (1) No person, without a permit therefor, may operate on a highway any vehicle or combination of vehicles with any load thereon extending more than 3 feet beyond the front of the foremost vehicle, except as provided in s. 348.07 (2) (j) and (k), and except that a vehicle carrying another vehicle equipped with a crane or boom which extends more than 3 feet beyond the front of the foremost vehicle may be operated without permit if the total length of the vehicle or combination of vehicles, measuring from the end of the foremost projection of the load to the rear of the rearmost vehicle, does not exceed statutory length limitations.

(2) No person shall operate a vehicle on a highway unless such vehicle is so constructed and loaded as to prevent its contents from dropping, sifting, leaking or otherwise escaping therefrom.

(3) No person may operate on a highway any motor vehicle, trailer or semitrailer carrying logs unless the logs are transported within a cargo body or are securely fastened to the vehicle by chains, steel cables or other attachment devices of equivalent strength whose safety is approved by the department.

(3m) No person may operate on a highway any motor vehicle, trailer or semitrailer carrying junk or scrapped vehicles unless one of the following conditions is satisfied:

(a) Each junk or scrapped vehicle is securely fastened to the vehicle carrying the load by chains, steel cables or other attachment devices of equivalent strength whose safety is approved by the department. In this paragraph, “securely fastened” means that each tier of junk or scrapped vehicles is secured by at least 2 chains, steel cables or other attachment devices across the axis of its width.

(b) The vehicle carrying the load is equipped with stakes which are securely fastened by chains, steel cables or other attachment devices of equivalent strength whose safety is approved by the department and the top of the load is lower than the top of the stakes.

(c) The vehicle carrying the load is equipped with sides, sideboards or side stakes and with a rear endgate, endboard or rear stakes. These devices shall be of sufficient strength and height to prevent the cargo from shifting upon or falling from the vehicle. No device may have any aperture large enough to permit cargo in contact with one or more of the devices to pass through the aperture.

(4) All other provisions notwithstanding, no person shall operate on a highway any trailer or semitrailer when the gross weight of the trailer or semitrailer exceeds the empty weight of the towing vehicle, unless the trailer or semitrailer is equipped with brakes as provided in s. 347.35 (3) (a) and (b).

(5) The load imposed upon trailers, semitrailers, recreational vehicles, or mobile homes shall be distributed in a manner that will prevent side sway under all conditions of operation:

(a) All items of load carried by any trailer, semitrailer, recreational vehicle, or mobile home, except bulk material such as sand, gravel, dirt not in containers, shall be secured to, on or in the trailer, semitrailer, recreational vehicle, or mobile home in such manner as to prevent shifting of the load while the trailer, semitrailer, recreational vehicle, or mobile home is being drawn by a towing vehicle.

(b) Boats of any type transported on a trailer or semitrailer being drawn by a towing vehicle shall be secured in position at bow and stern by attachments of such strength and design as to prevent the boat from shifting its position on the trailer or becoming separated from the trailer while being transported thereon.

(c) The load carried by any trailer, semitrailer, recreational vehicle, or mobile home shall be so positioned that a weight of not less than 35 pounds is imposed at the center of the point of attachment to the towing vehicle when parked on a level surface.

History: 1983 a. 78; 1983 a. 192 s. 304; 1985 a. 161; 1991 a. 249; 1993 a. 401; 2007 a. 11; 2013 a. 369.

Cross-reference: See also ch. Trans 307, Wis. adm. code.

348.105 Transport of radiological materials. (1) In this section:

(a) “Highway route controlled quantity” has the meaning given in 49 CFR 173.403.

(b) “Permit” means a permit for the transport of radiological materials issued under this section.

(2) No person may operate on a highway any motor vehicle, trailer, or semitrailer carrying a highway route controlled quantity of radiological materials without a permit.

(3) The department may issue single-trip permits for the transport of radiological materials. A permit shall include all of the following:

(a) A designated route to be used by the permittee.

(b) A requirement for an escort by the state traffic patrol.

(4) An application for a permit shall be made to the department using an electronic application process established by the department. The department shall charge a fee of \$1,800 for a permit. All moneys received from fees imposed by the department under this subsection shall be deposited in the transportation fund.

(5) All of the following apply to a permit:

(a) A permit may be issued only by the department, regardless of the highways to be used.

(b) The department may impose any reasonable conditions for permit application and for operation under a permit that it deems necessary for the safety of travel and protection of the highways.

(c) If an applicant’s proposed route includes a highway under the jurisdiction of a local authority, the department shall, prior to issuing a permit, submit the permit application to the officer in charge of maintenance of that highway. The department may issue the permit, notwithstanding any objections of the officer, if, after consulting with the officer, the department determines that the objections lack merit.

(d) Vehicles, trailers, and semitrailers operated or transported under a permit are exempt from the restrictions and limitations imposed by this chapter on size, weight, and load to the extent stated in the permit. Any person who violates a condition of a permit under which that person is operating is subject to the same penalties as would be applicable if that person were operating without a permit.

(e) The department may require the permittee to file a bond, certificate of insurance, or certified check that holds the state and any city, village, town, or county through which the vehicle, trailer, or semitrailer will be operated harmless from any claim, loss, or damage that results from the granting of the permit or from any action under the permit. The department may require that the

bond, certificate of insurance, or certified check be conditioned to require that the permittee pay for restoration, to a condition satisfactory to the officer in charge of the maintenance of the highway, of any pavement, bridge, culvert, sewer pipe, or other improvement that is damaged by the use of the highway by the permittee under the permit. If a permittee refuses to pay for damage caused by the permittee, the department may maintain an action upon a bond, certificate of insurance, or certified check required under this paragraph.

(f) The department may require the permittee to file proof that the permittee has in effect sufficient personal injury and property damage insurance to cover any claim for bodily injury or property damage that may occur in connection with operation under a permit and for which the permittee is legally responsible.

(g) The department may, for good cause, suspend or revoke a permit or may decline to issue additional permits after having given the permittee or applicant reasonable opportunity for a hearing.

(h) If an application for a permit is denied or a permit is suspended or revoked, the applicant or holder may petition the division of hearings and appeals for a hearing on the matter within 30 days after the denial, suspension, or revocation.

(i) The department may enter into a reciprocal agreement with another jurisdiction for the issuance or recognition of permits if that jurisdiction's laws or rules regarding permits for the transport of radiological materials are substantially similar to those imposed by this section. Any permit recognized by this state under a reciprocal agreement shall be considered a permit under this section.

(j) The department may not issue a permit unless the department determines that all of the following requirements are met:

1. The applicant identifies each potential operator of a vehicle under the permit and provides proof that each operator holds a valid commercial driver license, with any endorsement required under ch. 343 for operation of the class and type of vehicle to be used to transport radiological materials under the permit.

2. The applicant provides proof of a valid motor carrier certificate or license of authority issued under ch. 194 or under federal law applicable for each vehicle to be used to transport radiological materials under the permit.

3. The applicant provides proof, by a certificate of insurance filed with the department, demonstrating that the applicant has in effect a policy of comprehensive general liability insurance, issued by an insurer authorized to transact business in this state, that provides bodily injury liability coverage and property damage liability coverage, including for underground property damage, in amounts not less than are required under 49 CFR 387.

(k) The department may deny an application for a permit if the department finds any of the following:

1. That the applicant, or any potential operator identified in par. (j) 1., has been convicted, within 3 years immediately preceding the date of application, of a violation of this section.

2. That the applicant, or any potential operator identified in par. (j) 1., has engaged in conduct endangering the safety of persons using the highways.

3. That the applicant has failed to provide reimbursement for damage, which is not paid for by the applicant's insurer, to a highway caused while transporting radiological materials under a permit.

4. That the applicant, or any potential operator identified in par. (j) 1., has abandoned radiological materials on a highway or on public or private property without permission of the property owner.

(L) The provisions of this section apply in addition to any other requirement imposed under this chapter, chs. 194, 343, 346, and 347, and federal law.

(6) Sections 348.25 to 348.29 do not apply to a permit.

History: 2015 a. 137; 2017 a. 59.

348.11 Penalty for violating size and load limitations.

(1) Any person violating s. 348.09 or 348.10 may be required to forfeit not less than \$10 nor more than \$200.

(2) Any person violating ss. 348.05 to 348.08 may be required to forfeit not less than \$50 nor more than \$100 for the first offense and may be required to forfeit not less than \$100 nor more than \$200 for the 2nd and each subsequent conviction within one year.

(3) Any person violating s. 348.105 may be required to forfeit not less than \$2,000 nor more than \$5,000.

History: 1971 c. 278; 2015 a. 137.

SUBCHAPTER III

WEIGHT

Cross-reference: See also ch. Trans 312, Wis. adm. code.

348.15 Weight limitations on class "A" highways.

(1) In this section "class 'A' highway" includes all state trunk highways and connecting highways and those county trunk highways, town highways and city and village streets, or portions thereof, that have not been designated as class "B" highways pursuant to s. 349.15.

(3) Subject to any modifications made by a 1st class city under s. 349.15 (3) and except as provided in s. 348.17 (5) or (6), no person, without a permit, may operate on a class "A" highway any vehicle or combination of vehicles unless the vehicle or combination of vehicles complies with the following weight limitations:

(a) The gross weight imposed on the highway by any one wheel or multiple wheels supporting one end of an axle may not exceed 11,000 pounds.

(b) The gross weight imposed on the highway by the wheels of any one axle may not exceed 20,000 pounds or, if the vehicle or combination of vehicles is an implement of husbandry or agricultural commercial motor vehicle, or is a 2-vehicle combination transporting by trailer or semitrailer an implement of husbandry or agricultural commercial motor vehicle to or from a farm-related destination, 23,000 pounds. In addition, the gross weight imposed on the highway by the wheels of the steering axle of a truck tractor may not exceed 13,000 pounds unless the manufacturer's rated capacity of the axle and the tires is sufficient to carry the weight, but not to exceed 20,000 pounds.

(bg) In the case of a vehicle or combination of vehicles transporting exclusively milk from the point of production to the primary market and the return of dairy supplies and dairy products from such primary market to the farm, the gross weight imposed on the highway by the wheels of any one axle may not exceed 21,000 pounds or, for 2 axles 8 or less feet apart, 37,000 pounds or, for groups of 3 or more consecutive axles more than 9 feet apart, a weight of 2,000 pounds more than is shown in par. (c), but not to exceed 80,000 pounds. This paragraph does not apply to the national system of interstate and defense highways, except for the I 39 corridor and the I 41 corridor.

(br) In the case of a vehicle or combination of vehicles transporting exclusively peeled or unpeeled forest products cut crosswise or in the case of a vehicle or combination of vehicles transporting exclusively scrap metal, the gross weight imposed on the highway by the wheels of any one axle may not exceed 21,500 pounds or, for 2 axles 8 or less feet apart, 37,000 pounds or, for groups of 3 or more consecutive axles more than 9 feet apart, a weight of 4,000 pounds more than is shown in par. (c), but not to exceed 80,000 pounds. This paragraph does not apply to the national system of interstate and defense highways, except for the I 39 corridor and the I 41 corridor.

(bv) In the case of a vehicle or combination of vehicles used primarily for the transportation of septage, as defined in s. 281.49 (1) (m), the gross weight imposed on the highway by the wheels of any one axle may not exceed 21,500 pounds or, for 2 axles 8 or less feet apart, 37,000 pounds or, for groups of 3 or more consecutive axles more than 9 feet apart, a weight of 4,000 pounds more

348.15 VEHICLES — SIZE, WEIGHT AND LOAD

Updated 21–22 Wis. Stats. 8

than is shown in par. (c) or, for groups of 4 or more consecutive axles more than 10 feet apart, a weight of 6,000 pounds more than is shown in par. (c) or, for groups of 5 or more consecutive axles more than 14 feet apart, a weight of 7,000 pounds more than is shown in par. (c), but not to exceed 80,000 pounds. This paragraph does not apply to the national system of interstate and defense highways, except for the I 39 corridor and the I 41 corri-

dor.

(c) The gross weight imposed on the highway by any group of 2 or more consecutive axles of a vehicle or combination of vehicles may not exceed the maximum gross weights in the following table for each of the respective distances between axles and the respective numbers of axles of a group: [See Figure 348.15 (3) (c) following]

Figure 348.15 (3) (c):

Distances in feet between foremost and rear-most axles of a group	Maximum gross weight in pounds on a group of—									
	2 consecutive axles of a 2-axle vehicle or any vehicle or combination of vehicles having a total of 3 or more axles	3 consecutive axles of a 3-axle vehicle or any vehicle or combination of vehicles having a total of 4 or more axles	4 consecutive axles of any combination of vehicles having a total of 5 or more axles	4 consecutive axles of a 4-axle vehicle or of any vehicle having a total of 5 or more axles	5 consecutive axles of any combination of vehicles having a total of 5 or more axles	5 consecutive axles of a 5-axle vehicle or of any vehicle having a total of 6 or more axles	6 consecutive axles of any combination of vehicles having a total of 6 or more axles	6 consecutive axles of any vehicle having a total of 6 or more axles	7 consecutive axles of a 7-axle vehicle or of any vehicle or combination of vehicles having a total of 7 or more axles	8 consecutive axles of a 8-axle vehicle or of any vehicle or combination of vehicles having a total of 8 or more axles
4	34,000									
5	34,000									
6	34,000									
7	34,000	37,000								
7.5 to 8 more than 8 but less than 8.5	35,000	38,500								
	38,000	42,000								
9	39,000	43,000								
10	40,000	43,500	48,500							
11		44,500	49,500							
12		45,000	50,000	55,500						
13		46,000	50,500	60,000	62,500					
14		46,500	51,500	60,500	62,500					
15		47,500	52,000	61,500	62,500					
16		48,000	52,500	62,000	62,500	64,200				
17		49,000	53,500	63,000	63,200	71,700	64,000			
18		49,500	54,100	63,500	64,400	72,200	65,000			
19		50,500	55,100	64,500	65,000	73,000	65,500			
20		51,500	56,000	65,000	65,700	73,000	66,000	73,000		
21		52,200	56,800	66,000	66,900	73,000	66,900	73,000	73,000	
22		52,900	57,600	66,500	67,700	73,000	67,700	73,000	73,000	
23		53,600	58,400	67,500	68,900	73,000	68,900	73,000	73,500	
24		54,300	59,200	68,500	70,000	73,000	70,000	73,000	74,000	
25		55,000	60,000	69,000	71,000	73,000	71,000	73,000	74,500	80,000
26		55,700	60,800	69,500	72,000	73,000	72,000	73,000	75,000	80,000
27		56,500	61,600	70,500	72,800	73,000	72,800	73,000	76,000	80,000
28		57,100	62,400	71,300	73,000	73,000	73,000	73,000	76,500	80,000
29		58,000	63,200	72,000	73,000	73,000	73,000	73,000	77,000	80,000
30		58,500	64,000	72,700	73,000	73,000	73,000	73,000	77,500	80,000
31		59,500	64,000	73,000	73,000	73,000	73,000	73,000	78,000	80,000
32		60,000**	64,000	73,000**	73,000	73,000**	73,000	73,000**	78,500	80,000**
33			64,000		73,000		74,000		79,500	
34			64,500		73,000		74,500		80,000***	
35			65,500		73,000		75,000			
36			66,000		73,000		75,500			
37			66,500		73,000		76,000			
38			67,500		73,000		77,000			
39			68,000		73,000		77,500			
40			68,500		73,000		78,000			
41			69,500		73,500		78,500			
42			70,000		74,500		79,000			
43			70,500		75,000		80,000			
44			71,500		75,500		80,000			
45			72,000		76,000		80,000			
46			72,500		77,000		80,000			
47			73,500		77,500		80,000			
48			74,000		78,000		80,000			
49			74,500		78,500		80,000			
50			75,500		79,500		80,000			
51			76,000****		80,000****		80,000****			

*Maximum at 10 or more feet between axles.
 **Maximum at 32 or more feet between axles.
 ***Maximum at 34 or more feet between axles.
 ****Maximum at 51 or more feet between axles.

9 Updated 21–22 Wis. Stats.

VEHICLES — SIZE, WEIGHT AND LOAD 348.15

(d) Notwithstanding pars. (c) and (g), 2 consecutive sets of tandem axles may impose on the highway a gross load of 34,000 pounds each if the overall distance between the first and last axles of such consecutive sets of tandem axles is 36 feet or more.

(e) Notwithstanding pars. (a), (b) and (c), in the case of a vehicle or combination of vehicles transporting exclusively livestock, the gross weight imposed on the highway by the wheels of any one axle or axle group may exceed the applicable weight limitation specified in pars. (a), (b) and (c) by 15 percent if the gross weight of the vehicle or combination of vehicles does not exceed the maximum gross weight specified for that vehicle or combination of vehicles under par. (c). This paragraph does not apply to the national system of interstate and defense highways, except for the I 39 corridor and the I 41 corridor.

(f) 1. In this paragraph:

a. “Heavy-duty vehicle” has the meaning given in 42 USC 16104 (a) (4).

b. “Idle reduction technology” has the meaning given in 42 USC 16104 (a) (5).

2. Notwithstanding pars. (a) to (c) and (g), sub. (4), and ss. 348.17 and 349.16, and subject to subd. 3., in the case of a heavy-

duty vehicle equipped with idle reduction technology, the gross weight of the vehicle, and the gross weight imposed on the highway by the wheels of any one axle or axle group of the vehicle, may exceed the applicable weight limitation specified in pars. (a) to (c) or (g) or posted as provided in s. 348.17 (1) by not more than 550 pounds or the weight of the idle reduction technology, whichever is less.

3. This paragraph applies only if the heavy-duty vehicle operator, upon request, proves, by written certification, the weight of the idle reduction technology and, by demonstration or certification, that the idle reduction technology is fully functional at all times.

(g) Notwithstanding par. (c), if the vehicle or combination of vehicles is an implement of husbandry or agricultural commercial motor vehicle, or is a 2-vehicle combination transporting by trailer or semitrailer an implement of husbandry or agricultural commercial motor vehicle to or from a farm-related destination, the gross weight imposed on the highway by any group of 2 or more consecutive axles of the vehicle or vehicle combination may not exceed the maximum gross weights in the following table for each of the respective distances between axles and the respective numbers of axles of a group: [See Figure 348.15 (3) (g) following]

Figure 348.15 (3) (g):

Distances in feet between foremost and rearmost axles of a group	Maximum gross weight in pounds on a group of—						
	2 axles of a vehicle or combination of vehicles	3 axles of a vehicle or combination of vehicles	4 axles of a vehicle or combination of vehicles	5 axles of a vehicle or combination of vehicles	6 axles of a vehicle or combination of vehicles	7 axles of a vehicle or combination of vehicles	8 axles of a vehicle or combination of vehicles
4	39,500	45,000	51,500	58,500	65,000	72,000	79,000
5	40,500	46,000	52,500	59,000	66,000	72,500	79,500
6	41,500	47,000	53,000	60,000	66,500	73,500	80,000
7	43,000	47,500	54,000	60,500	67,000	74,000	80,500
8	44,000	48,500	54,500	61,000	68,000	74,500	81,500
9	45,000	49,500	55,500	62,000	68,500	75,500	82,000
10	46,000	50,500	56,000	62,500	69,000	76,000	82,500
11		51,000	57,000	63,500	70,000	76,500	83,500
12		52,000	57,500	64,000	70,500	77,500	84,000
13		53,000	58,500	65,000	71,500	78,000	84,500
14		53,500	59,500	65,500	72,000	78,500	85,500
15		54,500	60,000	66,000	72,500	79,500	86,000
16		55,500	61,000	67,000	73,500	80,000	86,500
17		56,500	61,500	67,500	74,000	80,500	87,500
18		57,000	62,500	68,500	75,000	81,500	88,000
19		58,000	63,000	69,000	75,500	82,000	88,500
20		59,000	64,000	70,000	76,000	82,500	89,500
21		60,000	64,500	70,500	77,000	83,500	90,000
22		60,500	65,500	71,500	77,500	84,000	90,500
23		61,500	66,000	72,000	78,000	84,500	91,500
24		62,500	67,000	72,500	79,000	85,500	92,000
25		63,000	67,500	73,500	79,500	86,000	
26		64,000	68,500	74,000	80,500	86,500	
27		65,000	69,000	75,000	81,000	87,500	
28		66,000	70,000	75,500	81,500	88,000	
29			71,000	76,500	82,500	88,500	
30			71,500	77,000	83,000	89,500	
31			72,500	77,500	83,500	90,000	
32			73,000	78,500	84,500	90,500	
33			74,000	79,000	85,000	91,500	
34			74,500	80,000	86,000	92,000	
35			75,500	80,500	86,500		
36			76,000	81,500	87,000		
37			77,000	82,000	88,000		
38			77,500	83,000	88,500		
39			78,000	83,500	89,500		
40			79,000	84,000	90,000		
41			80,000	85,000	90,500		
42			80,500	85,500	91,500		
43			81,500	86,500	92,000		
44			82,500	87,000			
45			83,000	88,000			
46			84,000	88,500			
47			84,500	89,000			
48			85,500	90,000			
49			86,000	90,500			

348.15 VEHICLES — SIZE, WEIGHT AND LOAD

Updated 21–22 Wis. Stats. 10

Distances in feet between foremost and rearmost axles of a group	2 axles of a vehicle or combination of vehicles	3 axles of a vehicle or combination of vehicles	4 axles of a vehicle or combination of vehicles	5 axles of a vehicle or combination of vehicles	6 axles of a vehicle or combination of vehicles	7 axles of a vehicle or combination of vehicles	8 axles of a vehicle or combination of vehicles
50			87,000	91,500			
51			87,500	92,000			
52			88,500				
53			89,000				
54			90,000				
55			90,500				
56			91,500				
57			92,000				

(h) Notwithstanding pars. (a) to (c) and (g), sub. (4), and ss. 348.17 and 349.16, in the case of a vehicle operated by an engine fueled primarily by natural gas, the gross weight of the vehicle, and the gross weight imposed on the highway by the wheels of any one axle or axle group of the vehicle, may exceed the applicable weight limitation specified in pars. (a) to (c) or (g) or posted as provided in s. 348.17 (1) by not more than 2,000 pounds, or an amount equal to the difference between the weight of the natural gas tank and fueling system and the weight of a comparable diesel tank and fueling system, whichever is less.

(4) Notwithstanding the possibility of increased weight on a particular wheel or axle or group of axles due to practical operating problems, including, but not limited to, accumulation of snow, ice, mud or dirt, the use of tire chains or minor shifting of load, the maximum weights set forth in sub. (3) include absolutely all weights allowable.

(5) For enforcement of weight limitations specified by this chapter the gross weight, measured in pounds, imposed on the highway by any wheel or any one axle or by any group of 2 or more axles shall be determined by weighing the vehicles and load, either by single draft or multiple draft weighing on certified stationary scales or on portable scales in good working order which are tested in comparison to certified stationary scales within 180 days immediately prior to any weighing operation by the department of agriculture, trade and consumer protection or other authorized testing agencies for accuracy to within standard accepted tolerances. The weighing operation shall be performed in accordance with and under conditions accepted as good weighing technique and practice. In multiple draft weighing the sum of the weight of respective components shall be used to establish the weight of a combination of the components. It is recognized that the weight, determined in accordance with methods prescribed in this chapter, includes all statutory weights and represents the momentary load force or reaction imposed on the scale at the time of weighing. Such weights include any variation due to the following factors:

- (a) Positioning or tilt of the vehicle on the scale platform and adjacent bearing surface;
- (b) Momentary position of axle centers with respect to wheel bearings and vehicle body;
- (c) Temporary distribution of loading on the wheel or axle; and
- (d) Miscellaneous variable factors of spring flexure, shackle friction, clutch engagement, brake pressure, tire compression and other variable factors.

(5m) The distances between axles and between the foremost and rearmost of a group of axles shall be measured between axle centers to the nearest even foot, and when a fraction is exactly one-half foot, the nearest larger whole number shall be used.

(5r) Irrespective of sub. (5), in determining overweight under sub. (3) the results of weighing by means of either portable scales or certified stationary scales shall be admissible as evidence. In all cases where a vehicle is weighed on a certified stationary scale, axles less than 6 feet apart shall be weighed as one unit.

(6) At any state weighing scale where a vehicle is found overloaded, the driver may request its reweighing at the same scale. Upon reweighing the state officials shall supply the tabulated

weight ticket to the driver. All weight tickets for any vehicle shall be supplied to the court in case the matter goes to trial.

(8) Unless the department provides otherwise by rule, any axle of a vehicle or combination of vehicles which does not impose on the highway at least 8 percent of the gross weight of the vehicle or combination of vehicles may not be counted as an axle for the purposes of sub. (3) (c) and (g).

(9) (a) Except as provided in pars. (c), (cm), (e), and (f), the increased weight allowance for implements of husbandry and agricultural commercial motor vehicles under sub. (3) (b) and (g) applies in lieu of, not in addition to, any other increased weight allowance for implements of husbandry or agricultural commercial motor vehicles authorized under this chapter.

(b) Except as provided in par. (c), the maximum gross weight for an implement of husbandry or agricultural commercial motor vehicle operated on a highway without a permit may not exceed 92,000 pounds. Except as provided in par. (c), the maximum gross weight for a 2-vehicle combination transporting by trailer or semitrailer an implement of husbandry or agricultural commercial motor vehicle to or from a farm-related destination, and operated on a highway without a permit, may not exceed 92,000 pounds.

(c) 1. Notwithstanding sub. (3) (a), (b), (c), and (g), there is no weight limitation per wheel, axle, or group of axles for an implement of husbandry that is an empty potato harvester if, subject to subd. 2., the potato harvester is accompanied by one or more escort vehicles operating with hazard lights activated, except that such a potato harvester is subject to any weight limitation posted as provided in s. 348.17 (1). Except as provided in par. (e), a potato harvester is subject to the maximum gross weight limitation for implements of husbandry specified in par. (b).

2. A potato harvester is not required to be accompanied by any escort vehicle under subd. 1. if the potato harvester is traveling to or from a farm-related destination and is operated on the highway for a distance of 0.5 miles or less.

(cm) 1. Notwithstanding sub. (3) (a), (b), (c), and (g), there is no weight limitation per wheel, axle, or group of axles for a 2-vehicle combination transporting by trailer or semitrailer an empty potato harvester to or from a farm-related destination if, subject to subd. 2., the 2-vehicle combination is accompanied by one or more escort vehicles operating with hazard lights activated, except that such a 2-vehicle combination is subject to any weight limitation posted as provided in s. 348.17 (1). Except as provided in par. (e), such a 2-vehicle combination transporting a potato harvester is subject to the maximum gross weight limitation for 2-vehicle combinations transporting implements of husbandry specified in par. (b).

2. A 2-vehicle combination transporting a potato harvester is not required to be accompanied by any escort vehicle under subd. 1. if the potato harvester is being transported to or from a farm-related destination on a highway for a distance of 0.5 miles or less.

(d) The increased weight allowance for implements of husbandry and agricultural commercial motor vehicles under sub. (3) (b) and (g) does not apply on any highway that is a part of the national system of interstate and defense highways, except for the I 41 corridor. The increased weight allowance for 2-vehicle combinations transporting implements of husbandry or agricultural

11 Updated 21–22 Wis. Stats.

VEHICLES — SIZE, WEIGHT AND LOAD

348.10

commercial motor vehicles under sub. (3) (b) and (g) does not apply on any highway that is a part of the national system of interstate and defense highways.

(e) 1. Notwithstanding par. (c) and sub. (3) (a), (b), (c), and (g), but subject to subd. 3., there is no weight limitation per wheel, axle, or group of axles, and no gross weight limitation, for an implement of husbandry or agricultural commercial motor vehicle while being operated or transported by an implement dealer or farmer for purposes of delivery, repair, or servicing of the implement of husbandry or agricultural commercial motor vehicle if the implement of husbandry or agricultural commercial motor vehicle is being operated or transported under either of the following circumstances:

a. Directly from a farmer's owned or leased land to the business location of an implement dealer that is within a 75-mile radius of the farmer's owned or leased land.

b. Directly from the business location of an implement dealer to a farmer's owned or leased land that is within a 75-mile radius of the implement dealer's business location.

2. Notwithstanding par. (c) and sub. (3) (a), (b), (c), and (g), but subject to subd. 3., there is no weight limitation per wheel, axle, or group of axles, and no gross weight limitation, for an implement of husbandry described in s. 340.01 (24) (a) 1. b., or for an agricultural commercial motor vehicle used as described in s. 340.01 (1o) (e) 1., that is traveling to or from a farm-related destination and is operated on the highway for a distance of 0.5 miles or less.

3. Subdivisions 1., 2., and 4. do not apply on any highway that is posted with a weight limitation as provided in s. 348.17 (1). Subdivision 1. does not apply on any highway that is a part of the national system of interstate and defense highways, except for the I 41 corridor. Subdivision 2. does not apply on any highway that is a part of the national system of interstate and defense highways, except for an implement of husbandry operated on the I 41 corridor. Subdivision 4. does not apply on any highway that is a part of the national system of interstate and defense highways.

4. Notwithstanding par. (cm) and sub. (3) (a), (b), (c), and (g), but subject to subd. 3., there is no weight limitation per wheel, axle, or group of axles, and no gross weight limitation, for a 2-vehicle combination transporting by trailer or semitrailer an implement of husbandry described in s. 340.01 (24) (a) 1. b. or agricultural commercial motor vehicle used as described in s. 340.01 (1o) (e) 1. to or from a farm-related destination, on a highway for a distance of 0.5 miles or less.

(f) 1. Notwithstanding par. (c) and sub. (3) (a), (b), (c), and (g), and except as provided in subd. 3. and par. (e), there is no weight limitation per wheel, axle, or group of axles, and no gross weight limitation other than that specified in par. (b), for an implement of husbandry described in s. 340.01 (24) (a) 1. b., or for an agricultural commercial motor vehicle used as described in s. 340.01 (1o) (e) 1., being operated on a highway that is not designated under subd. 2. a.

1m. Notwithstanding par. (cm) and sub. (3) (a), (b), (c), and (g), and except as provided in subd. 3. and par. (e), there is no weight limitation per wheel, axle, or group of axles, and no gross weight limitation other than that specified in par. (b), for a 2-vehicle combination transporting by trailer or semitrailer an implement of husbandry described in s. 340.01 (24) (a) 1. b. or agricultural commercial motor vehicle used as described in s. 340.01 (1o) (e) 1. to or from a farm-related destination, on a highway that is not designated under subd. 2. a.

2. a. The governing body of a municipality or county may, by resolution or ordinance, designate highways under the municipality's or county's jurisdiction, for maintenance purposes, on which the statutory weight limits prescribed under this section, other than this paragraph, for implements of husbandry or agricultural commercial motor vehicles apply to implements of husbandry described in s. 340.01 (24) (a) 1. b., and to agricultural commercial motor vehicles used as described in s. 340.01 (1o) (e)

1., that are operated or transported on the highway and to 2-vehicle combinations transporting them. If a resolution or ordinance is adopted under this subd. 2. a., any weight limit resulting from the resolution or ordinance is considered to be a weight limit imposed by this chapter and any violation is considered to be a violation of the applicable weight limits prescribed under this section.

b. For a resolution or ordinance under this subdivision to be effective in any calendar year, the resolution or ordinance must be adopted on or before November 30 of the prior year. A resolution or ordinance adopted under this subdivision shall be valid for at least one calendar year. No amendment to a resolution or ordinance is effective in a calendar year unless the amendment was adopted on or before November 30 of the prior year.

c. No later than January 20 of the year after it adopts or amends a resolution or ordinance under this subdivision, each municipality or county that designates highways under subd. 2. a. shall forward to the department a copy of the resolution or ordinance, and the department shall publish the resolution or ordinance on the department's Internet site.

3. Subdivisions 1. and 1m. do not apply on any highway that is a state trunk highway or that is posted with a weight limitation as provided in s. 348.17 (1).

(10) (a) Notwithstanding sub. (3) (a), (b), and (c), but subject to par. (b), there is no weight limitation per wheel, axle, or group of axles, and no gross weight limitation, for skidders, forwarders, harvesters, and wheeled feller bunchers operated for logging purposes at times other than hours of darkness and operated unladen on the highway for a distance of 0.5 miles or less.

(b) Paragraph (a) does not apply on any highway that is posted with a weight limitation as provided in s. 348.17 (1) or that is a part of the national system of interstate and defense highways.

History: 1977 c. 29 ss. 1487p to 1487s, 1650m (4), 1654 (3); 1977 c. 418; 1979 c. 326; 1981 c. 312; 1983 a. 27, 345, 486; 1985 a. 202, 332; 1987 a. 174; 1989 a. 56, 70; 1995 a. 113, 227; 1999 a. 85; 2005 a. 347, 364; 2007 a. 20; 2009 a. 156; 2011 a. 279; 2013 a. 377; 2015 a. 15, 55, 171, 232, 360; 2017 a. 59, 85, 299.

If a tractor-trailer combination is too long and too wide for a scale, multiple weighing of the separate wheel groups is permissible. An overload permit is to be disregarded if the total weight exceeds that specified in the permit. *State v. Trailer Service, Inc.*, 61 Wis. 2d 400, 212 N.W.2d 683 (1973).

Discussing subs. (3) (b) 2. [now sub. (3) (br)] and (5r). 62 Atty. Gen. 100.

348.16 Weight limitations on class "B" highways.

(1) In this section, "class 'B' highway" includes those county trunk highways, town highways and city and village streets, or portions thereof, which have been designated as class "B" highways by the local authorities pursuant to s. 349.15.

(2) Except as provided in sub. (3) and s. 348.175 and subject to any modifications made by a city of the first class pursuant to s. 349.15 (3), no person, without a permit therefor, shall operate on a class "B" highway any vehicle or combination of vehicles imposing wheel, axle, group of axles, or gross weight on the highway exceeding 60 percent of the weights authorized in s. 348.15 (3). This subsection does not apply to an implement of husbandry or agricultural commercial motor vehicle being operated or transported, or to a 2-vehicle combination transporting an implement of husbandry or agricultural commercial motor vehicle, as described in s. 348.15 (9) (c), (cm), (e), or (f) 1. or 1m.

(3) (a) Any motor vehicle whose operation is pickup or delivery, including operation for the purpose of moving or delivering supplies or commodities to or from any place of business or residence that has an entrance on a class "B" highway, may pick up or deliver on a class "B" highway without complying with the gross vehicle weight limitations imposed by sub. (2).

(b) Subsection (2) does not apply to a vehicle operated by or at the direction of a public utility, as defined in s. 196.01 (5), a telecommunications provider, as defined in s. 196.01 (8p), or a cooperative association organized under ch. 185 for the purpose of producing or furnishing heat, light, power, or water to its members, that is being operated for the purpose of responding to a service interruption.

348.16 VEHICLES — SIZE, WEIGHT AND LOAD

Updated 21–22 Wis. Stats. 12

(c) Subsection (2) does not apply to the operation of any skidder, forwarder, harvester, or wheeled feller buncher under circumstances for which there is no weight limitation under s. 348.15 (10).

(d) Subsection (2) does not apply to a motor vehicle that is being operated to deliver propane for heating purposes if the gross weight imposed on the highway by the vehicle does not exceed 30,000 pounds, for a vehicle with a single rear axle, or 40,000 pounds, for a vehicle with tandem rear axles, and, if the motor vehicle is a tank vehicle, the tank is loaded to no more than 50 percent of the capacity of the tank. A tank vehicle operated under this paragraph shall be equipped with a gauge on the tank that shows the amount of propane in the tank as a percent of the capacity of the tank and shall carry documentation of the capacity of the tank either on the cargo tank or in the cab of the vehicle.

History: 1981 c. 312; 2001 a. 16; 2009 a. 177; 2011 a. 257; 2013 a. 377; 2015 a. 15, 44, 171; 2017 a. 59, 68.

348.17 Special or seasonal weight limitations. (1) No person, whether operating under a permit or otherwise, shall operate a vehicle in violation of special weight limitations imposed by state or local authorities on particular highways, highway structures or portions of highways when signs have been erected as required by s. 349.16 (2) giving notice of such weight limitations, except when the vehicle is being operated under a permit expressly authorizing such weight limitations to be exceeded or is being operated as authorized under sub. (4).

(2) Whenever the operator of a vehicle is ordered by the officer or agency in charge of maintenance or by a traffic officer to suspend operation of such vehicle because of the damage such vehicle is causing or likely to cause to the highway or the public investment therein, the operator shall forthwith comply with such order.

(3) During an energy emergency, after consultation with the public service commission, the department may waive the divisible load limitation of s. 348.25 (4) and authorize for a period not to exceed 30 days the operation of overweight vehicles having a registered gross weight of 50,000 pounds or more and carrying energy resources or fuel or milk commodities designated by the governor or a designee, regardless of the highways involved, to conserve energy. Such authorization may only allow weights not more than 10 percent greater than the gross axle and axle combination weight limitations, and not more than 15 percent greater than the gross vehicle weight limitations under ss. 348.15 and 348.16. Nothing in this subsection shall be construed to permit the department to waive the requirements of ss. 348.05 to 348.07. This subsection does not apply to vehicles on highways designated as parts of the national system of interstate and defense highways, except for the I 39 corridor and the I 41 corridor.

(4) During an energy emergency, after consultation with the public service commission, the department may authorize motor vehicles that have a gross weight of 26,000 pounds or less and that are transporting propane or heating oil for delivery to residences, businesses, or other end users to exceed any special weight limitation imposed under ss. 348.17 (1) and 349.16 (1) (a) and (2) in connection with the thawing of frozen highways. Any person operating a motor vehicle as authorized under this subsection shall, to the extent practicable, deliver propane or heating oil at times of the day when the highways used are the least vulnerable.

(5) (a) From August 1 to December 31 of each year, no permit shall be required for the transportation of corn, soybeans, potatoes, vegetables, or cranberries from the field to storage on the grower's owned or leased land, from the field to initial storage at a location not owned or leased by the grower, or from the field to initial processing in a vehicle or combination of vehicles that exceeds the weight limitations under s. 348.15 by not more than 15 percent and that satisfies all of the following:

1. Has a registered gross weight of 50,000 pounds or more.
2. Is a motor truck, farm truck, road tractor, truck tractor, or farm truck tractor or such a vehicle combined with a semitrailer,

trailer, or farm trailer, when the vehicle or combination is a commercial motor vehicle operated on a highway.

(b) This subsection does not apply to the national system of interstate and defense highways, except for the I 39 corridor and the I 41 corridor.

(6) (a) From September 1 to December 31 of each year, no permit shall be required for the transportation of manure to or from a farm in a vehicle or combination of vehicles that exceeds the weight limitations under s. 348.15 by not more than 15 percent and that satisfies any of the following:

1. Has a registered gross weight of 50,000 pounds or more.
2. Is a motor truck, farm truck, road tractor, truck tractor, or farm truck tractor or such a vehicle combined with a semitrailer, trailer, or farm trailer, when the vehicle or combination is a commercial motor vehicle operated on a highway.

(b) This subsection does not apply to the national system of interstate and defense highways, except for the I 41 corridor.

History: 1991 a. 316; 1995 a. 348 ss. 11, 13 to 15, 17; 2005 a. 364; 2011 a. 52, 279; 2013 a. 217, 377; 2015 a. 55, 235, 360; 2017 a. 59, 136.

Under the federal Surface Transportation Assistance Act of 1982, 49 USC 31114, the traditional power of state and local governments to regulate travel over local roads remains so long as reasonable access is not denied, and nothing in 49 USC 31114 (b) suggests that all local restrictions on access to statutorily protected destinations must be based on safety considerations. The record in this case reflected that a seasonal weight limitation was a normal restriction transport companies would be aware of, that adequate notice of the restriction was provided, and that a permit to travel the road was readily available. Put together, these facts showed reasonable access was provided, and the town's seasonal weight limitation was not preempted by the Act. *Town of Delafield v. Central Transport Kriewaldt*, 2020 WI 61, 392 Wis. 2d 427, 944 N.W.2d 819, 17–2525.

348.175 Seasonal operation of vehicles hauling peeled or unpeeled forest products cut crosswise or abrasives or salt for highway winter maintenance.

The transportation of peeled or unpeeled forest products cut crosswise or of abrasives or salt for highway winter maintenance in excess of gross weight limitations under s. 348.15 shall be permitted during the winter months when the highways are so frozen that no damage may result thereto by reason of such transportation. If at any time any person is so transporting such products or abrasives or salt upon a class "A" highway in such frozen condition then that person may likewise use a class "B" highway without other limitation, except that chains and other traction devices are prohibited on class "A" highways but such chains and devices may be used in cases of necessity. On the first day that conditions warrant their determination of such frozen condition and freedom of damage to such highways by transportation, the officers or agencies in charge of maintenance of highways shall declare particular highways, or highways within areas of the state, as eligible for increased weight limitations, and each declaration shall be effective as of 12:01 a.m. on the 2nd day following the declaration. Such declaration shall include the maximum weight on each axle, combination of axles and the gross weight allowed. Any person transporting any such product over any highway of this state under this section is liable to the maintaining authority for any damage caused to such highway. This section does not apply to the national system of interstate and defense highways, except for the I 39 corridor and the I 41 corridor.

History: 1983 a. 531; 1991 a. 316; 1995 a. 113; 2005 a. 167; 2009 a. 28; 2015 a. 55, 360.

The phrase "peeled or unpeeled forest products cut crosswise" does not encompass wood chips. The phrase instead invokes images of logs, posts, poles, or similar pieces of timber, with or without bark, and cut to length. *State v. T.P. Trucking*, 2006 WI App 98, 293 Wis. 2d 273, 715 N.W.2d 736, 05–2496.

348.18 Weight limitations apply to publicly-owned vehicles; exceptions. Sections 348.15 to 348.17 and the penalties for violations thereof also apply to vehicles owned by the state, a county or municipality, except when such vehicles are being used for the removal, treatment or sanding of snow or ice or when such vehicles are authorized emergency vehicles.

348.19 Traffic officers may weigh vehicles and require removal of excess load. (1) (a) Any traffic officer having reason to believe that the gross weight of a vehicle is unlawful or

in excess of the gross weight for which the vehicle is registered may require the operator of such vehicle to stop and submit the vehicle and any load it may be carrying to a weighing by means of either portable or certified stationary scales and may require that such vehicle be driven to the nearest usable portable or certified stationary scale except as provided in par. (b).

(b) Any other provision of the statutes notwithstanding, a vehicle transporting peeled or unpeeled forest products cut crosswise shall not be required to proceed to a scale more than one mile from the point of apprehension if the estimated gross weight of the vehicle does not exceed the lawful limit. The gross weight of the vehicle shall be estimated by multiplying the average length of the load by the average height of the load in feet and then multiplying by the average weight per square foot of load measurement and adding this computed weight to the empty weight of the vehicle. The average weights per square foot of load measurement to be used in computing the estimated load weight are given in the following table: [See Figure 348.19 (1) (b) following]

Figure: 348.19 (1) (b)

Softwood and Poplar	Green	Seasoned
Peeled	325 lbs.	200 lbs.
Unpeeled	300 lbs.	250 lbs.
Other Hardwoods		
Peeled	350 lbs.	225 lbs.
Unpeeled	325 lbs.	275 lbs.

(Pulpwood which has been cut 6 months prior to hauling is considered seasoned.)

(2) (a) Except as provided in par. (b), whenever after a weighing of a vehicle and load as provided in sub. (1) a traffic officer determines that the weight exceeds the limitations imposed by s. 348.15, 348.16, or 348.17 (3), (5), or (6) or any limitations posted as provided in s. 348.17 (1), the operator of such vehicle shall not proceed, except to drive to such place as directed by the traffic officer for the purpose of reloading or unloading, until such portion of the load has been reloaded or unloaded as may be necessary to reduce the weight of the vehicle and load to comply with the limitations imposed by s. 348.15, 348.16, or 348.17 (3), (5), or (6) and any limitations posted as provided in s. 348.17 (1). All material so reloaded or unloaded shall be reloaded or unloaded and cared for by and at the risk of the owner or operator of the vehicle.

(b) If upon weighing a vehicle transporting livestock a traffic officer determines that the gross weight of the vehicle exceeds the limitations imposed by s. 348.15, 348.16 or 348.17 (3) or a limitation posted as provided in s. 348.17 (1), and if the point of apprehension is 15 miles or less from the destination of the vehicle, the traffic officer shall permit the operator of the vehicle to proceed to such destination without requiring the vehicle to be reloaded or unloaded as provided in par. (a). This paragraph does not apply to vehicles transporting livestock on the national system of interstate and defense highways, except for the I 39 corridor and the I 41 corridor.

(3) No operator of a vehicle shall fail or refuse to stop and submit the vehicle and load to a weighing or to drive the vehicle to a scale when directed to do so by a traffic officer except that a dual purpose motor home is not required to stop at weighing stations when it is being used as a motor home. No operator of a vehicle shall fail or refuse after a weighing to reload or unload as provided in this section or to comply with the directions of a traffic officer relative to such reloading or unloading.

(4) Subsection (1) (b) shall not apply to vehicles transporting peeled or unpeeled forest products on the national, interstate or defense highway systems, except for the I 39 corridor and the I 41 corridor.

History: 1975 c. 136; 1985 a. 202; 1987 a. 116; 1995 a. 113, 348; 2005 a. 364; 2011 a. 279; 2015 a. 55, 360.

348.195 Weight records of raw forest products purchasers. (1) Any purchaser of raw forest products transported by a vehicle or vehicle combination subject to the requirements of this subchapter that generates a weight scale record identifying the gross weight of the vehicle or vehicle combination or the weight of the load transported by the vehicle or vehicle combination shall retain the weight scale record for not less than 30 days from the date that the weight scale record is generated.

(2) Upon demand by any traffic officer in this state within the 30-day period specified in sub. (1), any person required to retain records under sub. (1) shall promptly provide such records to the requesting officer.

(3) For purposes of this section, a true, accurate, and legible copy of any weight scale record may be substituted for, and shall be given the effect of, an original.

(4) Any person required to retain records under sub. (1) or to produce records under sub. (2) who fails to retain or produce such records shall forfeit \$1,000. Each violation constitutes a separate offense.

(5) In any prosecution of a person for transporting raw forest products in violation of the requirements of this subchapter, the records required to be retained under sub. (1) and produced under sub. (2) may be relevant evidence under s. 904.01 and admissible under s. 904.06.

History: 2005 a. 167.

348.20 Policy in prosecuting weight violations. (1) It is declared to be the public policy of the state that prosecutions for overweight violations shall in every instance where practicable be instituted against the person holding the authority, certificates, licenses or permits evidencing operating privileges from the department which may be the proper object of cancellation or revocation proceedings. In instances where a combination of tractor and trailer or semitrailer is used, the person standing in the relationship of principal or employer to the driver of the tractor portion of the vehicle combination is liable for violation of ss. 348.15 to 348.17 along with the owner holding authority, certificates, licenses or permits from the state. It is a violation of ss. 348.15 to 348.17 for the owner or any other person employing or otherwise directing the operator of the vehicle to require or permit the operation of such vehicle upon a highway contrary to ss. 348.15 to 348.17. This section shall not apply to individuals, partnerships, limited liability companies or corporations whose principal business is leasing, for compensation, vehicles including trailers and semitrailers, but such prosecutions shall be instituted against the lessee of the vehicle.

(2) The operator of a vehicle, as agent of the person holding authority, certificate, license or permit from the state or as agent of the owner of the tractor portion of a vehicle combination of tractor and trailer or semitrailer, shall accept service of a summons on behalf of such person or owner.

History: 1977 c. 29 ss. 1487t, 1654 (9) (d); 1981 c. 347 s. 80 (2); 1987 a. 369; 1993 a. 16, 112, 490.

348.21 Penalty for violating weight limitations. (2) (a) Any person who violates s. 348.17 (2) or 348.19 (3) may be required to forfeit not less than \$50 nor more than \$100 upon the first conviction and, upon the 2nd or each subsequent conviction within a 12-month period, may be required to forfeit not less than \$100 nor more than \$200.

(b) If the load on any wheel, axle, or group of axles does not exceed the weight prescribed in s. 348.15 (3) or 348.16 or in a declaration issued under s. 348.175, or prescribed in an overweight permit issued under s. 348.27 (9m) (a) 4. with respect to a vehicle combination being operated under such a permit, by more than 2,000 pounds and if such excess can be reloaded within the normal load carrying areas, on any other wheel, axle, or axles, so that all wheels and axles are then within the statutory limits, the operator may reload as provided in this paragraph. A total of 2,000 pounds per vehicle or combination of vehicles may be reloaded under this

348.21 VEHICLES — SIZE, WEIGHT AND LOAD

Updated 21–22 Wis. Stats. 14

paragraph. If reloading is accomplished and all axles or group of axles are within the legal limits, including the limits of the permit for a vehicle combination operated under a permit issued under s. 348.27 (9m) (a) 4., no forfeiture may be imposed. A vehicle or combination of vehicles under this paragraph that is not reloaded may continue to be operated upon the highway, but a forfeiture of \$50 shall be imposed for failure to reload. This forfeiture shall be paid upon the basis of the citation issued by the official to the court named in the citation. Failure to pay shall subject the operator to the penalty in par. (a) or sub. (3) (a) or (3g). Violations under this paragraph shall not be considered as violations or prior convictions under par. (a) or sub. (3) to (3r).

(3) Except as provided in sub. (3g), and subject to sub. (3t), any person violating s. 348.15 or 348.16 or any weight limitation posted as provided in s. 348.17 (1) or in a declaration issued under s. 348.175 or authorized under s. 348.17 (3), (5), or (6) or in an overweight permit issued under s. 348.26 or 348.27 may be penalized as follows:

(a) If the weight exceeds by 1,000 pounds or less the maximum set forth in s. 348.15 (3) or 348.16 or posted as provided in s. 348.17 (1) or in a declaration issued under s. 348.175 or authorized under s. 348.17 (3), (5), or (6) or in an overweight permit issued under s. 348.26 or 348.27, a forfeiture of not less than \$50 nor more than \$100 upon the first conviction and, upon the 2nd and each subsequent conviction within a 12-month period, a forfeiture of not less than \$100 nor more than \$200.

(b) If the weight exceeds by more than 1,000 pounds the maximum set forth in s. 348.15 (3) or 348.16 or posted as provided in s. 348.17 (1) or in a declaration issued under s. 348.175 or authorized under s. 348.17 (3), (5), or (6) or in an overweight permit issued under s. 348.26 or 348.27, the forfeiture shall be computed according to the following schedule and in the case of violation of s. 348.15 (3) (bg) or (br) shall be computed on the basis of the weights stated in s. 348.15 (3) (bg) or (br):

1. For the first conviction, a forfeiture of not less than \$50 nor more than \$200 plus an amount equal to whichever of the following applies:

- a. One cent for each pound of total excess load when the total excess is not over 2,000 pounds.
- b. Three cents for each pound of total excess load if the excess is over 2,000 pounds and not over 3,000 pounds.
- c. Five cents for each pound of total excess load if the excess is over 3,000 pounds and not over 4,000 pounds.
- d. Eight cents for each pound of total excess load if the excess is over 4,000 pounds and not over 5,000 pounds.
- e. Fifteen cents for each pound of total excess load if the excess is over 5,000 pounds.

2. For the 2nd and each subsequent conviction within a 12-month period, a forfeiture of not less than \$100 nor more than \$300, plus an amount equal to whichever of the following applies:

- a. Two cents for each pound of total excess load when the total excess is not over 2,000 pounds.
- b. Five cents for each pound of total excess load if the excess is over 2,000 pounds and not over 3,000 pounds.
- c. Eight cents for each pound of total excess load if the excess is over 3,000 and not over 4,000 pounds.
- d. Twelve cents for each pound of total excess load if the excess is over 4,000 pounds and not over 5,000 pounds.
- e. Eighteen cents for each pound of total excess load if the excess is over 5,000 pounds.

(3g) Any person who, while operating a vehicle combination that is transporting raw forest products, violates s. 348.15 or 348.16 or any weight limitation posted as provided in s. 348.17 (1) or in a declaration issued under s. 348.175 or authorized in an overweight permit issued under s. 348.26 or 348.27 may be penalized as follows:

(a) For a first conviction or a 2nd conviction within a 12-month period, a forfeiture of not less than \$150 nor more than \$250 plus an amount equal to whichever of the following applies:

1. Six cents for each pound of total excess load when the total excess is less than 2,000 pounds.
2. Eight cents for each pound of total excess load if the excess is 2,000 pounds or more and not over 3,000 pounds.
3. Nine cents for each pound of total excess load if the excess is over 3,000 pounds and not over 4,000 pounds.
4. Ten cents for each pound of total excess load if the excess is over 4,000 pounds and not over 5,000 pounds.
5. Eleven cents for each pound of total excess load if the excess is over 5,000 pounds.

(b) For the 3rd and each subsequent conviction within a 12-month period, a forfeiture of not less than \$500 nor more than \$550, plus an amount equal to whichever of the following applies:

1. Twenty cents for each pound of total excess load when the total excess is 3,000 pounds or less.
2. Twenty-one cents for each pound of total excess load if the excess is over 3,000 pounds and not over 4,000 pounds.
3. Twenty-two cents for each pound of total excess load if the excess is over 4,000 pounds and not over 5,000 pounds.
4. Twenty-three cents for each pound of total excess load if the excess is over 5,000 pounds.

(3r) In determining the number of prior convictions for purposes of subs. (3) and (3g), the court shall include convictions under both subsections.

(3t) (a) In the case of a violation of s. 348.15 (3) (g), the penalty shall be computed on the basis of the weights stated in s. 348.15 (3) (c).

(b) In the case of a violation of s. 348.15 (3) (b) involving an implement of husbandry or agricultural commercial motor vehicle or a 2-vehicle combination transporting an implement of husbandry or agricultural commercial motor vehicle, the penalty shall be computed on the basis of a permissible weight of 20,000 pounds.

(4) For the purpose of determining a repetitious violator, receipt of a certificate of conviction by the department is prima facie evidence of conviction. In determining whether a 2nd or subsequent conviction has occurred within a given 12-month period, either the original judgment of conviction in a circuit court or a municipal court or the affirmance of the judgment by an appellate court, if the judgment has been affirmed, may be counted. This method of counting is authorized to effectively reach the repetitious violator and to prevent misuse of the right of appeal for the purpose of forestalling imposition of the penalties provided by this section. Forfeiture of deposit or payment of a forfeiture is a conviction within the meaning of this section.

History: 1971 c. 164 s. 83; 1971 c. 278, 307; 1975 c. 297; 1977 c. 29 s. 1654 (7) (a); 1981 c. 312; 1985 a. 201, 332; 1995 a. 348; 1997 a. 27; 2005 a. 167, 364; 2007 a. 20, 97; 2009 a. 28, 180, 222, 241; 2011 a. 279; 2013 a. 20, 377; 2015 a. 15; 2017 a. 59.

Discussing penalty provisions for weight and size violations. *Town of East Troy v. Town & Country Waste Service*, 159 Wis. 2d 694, 465 N.W.2d 510 (Ct. App. 1990).

348.22 Courts to report weight violation convictions.

Whenever any owner or operator is convicted of violating ss. 348.15 to 348.17 or any local ordinance in conformity with ss. 348.15 to 348.17 or any ordinance enacted under s. 349.15 (3), the clerk of the court in which the conviction occurred, or the judge or municipal judge, if the court has no clerk, shall, within 48 hours after the conviction, forward a record of conviction to the department. Forfeiture of bail or appearance money or payment of a fine is a conviction within the meaning of this section.

History: 1971 c. 164 s. 83; 1977 c. 29 s. 1654 (7) (a); 1985 a. 332; 1989 a. 31; 2005 a. 167.

SUBCHAPTER IV

PERMITS

348.25 General provisions relating to permits for vehicles and loads of excessive size and weight. (1) No person shall operate a vehicle on or transport an article over a highway without first obtaining a permit therefor as provided in s. 348.26 or 348.27 if such vehicle or article exceeds the maximum limitations on size, weight or projection of load imposed by this chapter.

(2) (a) Vehicles or articles transported under permit are exempt from the restrictions and limitations imposed by this chapter on size, weight and load to the extent stated in the permit. Except as provided in par. (b), any person who violates a condition of a permit under which that person is operating is subject to the same penalties as would be applicable if that person were operating without a permit.

(b) If an overweight permit has been obtained under s. 348.26 or 348.27, and the vehicle exceeds the weight stated in the permit, any overweight violation shall be computed on the basis of the weight authorized in the permit. The amount of the forfeiture for overweight violations determined under this paragraph shall be calculated as provided in s. 348.21 (3) to (3r). This paragraph does not apply if any other conditions of an overweight permit are violated.

(3) The department shall prescribe forms for applications for all single trip permits the granting of which is authorized by s. 348.26 (2) to (7) and for those annual, consecutive month or multiple trip permits the granting of which is authorized by s. 348.27 (2) and (4) to (15). The department shall prescribe an electronic application process for permits the granting of which is authorized by ss. 348.26 (8) and 348.27 (17). The department shall prescribe an electronic application process for permits the granting of which is authorized by s. 348.27 (16). The department shall prescribe an electronic application process for permits the granting of which is authorized by s. 348.27 (18). The department may impose such reasonable conditions prerequisite to the granting of any permit authorized by s. 348.26 or 348.27 and adopt such reasonable rules for the operation of a permittee thereunder as it deems necessary for the safety of travel and protection of the highways. The department may limit use of the highways under any permit issued to specified hours of the day or days of the week. Local officials granting permits may impose such additional reasonable conditions as they deem necessary in view of local conditions.

(4) Except as provided under s. 348.26 (4), (6), or (7) or 348.27 (3), (3m), (4m), (9), (9m), (9r), (9t), (10), (12), (15), (16), (18), or (19), permits shall be issued only for the transporting of a single article or vehicle which exceeds statutory size, weight or load limitations and which cannot reasonably be divided or reduced to comply with statutory size, weight or load limitations, except that:

(a) A permit may be issued for the transportation of property consisting of more than one article, some or all of which exceeds statutory size limitations, provided statutory gross weight limitations are not thereby exceeded and provided the additional articles transported do not cause the vehicle and load to exceed statutory size limitations in any way in which such limitations would not be exceeded by the single article.

(b) A single trip permit may be issued for the transportation of a load of implements of husbandry, consisting of not more than 2 articles, when the load does not exceed the length requirement in s. 348.07 by more than 5 feet.

(5) The officer or agency authorized by s. 348.26 or 348.27 to issue permits may require the permittee to file a bond, certificate of insurance or certified check which, to the satisfaction of such officer or agency, saves the state and any county, city, village or town through which the vehicle or article will be operated or transported harmless from any claim, loss or damage that may result

from the granting of such permit or that may arise from or on account of any act done pursuant thereto and conditioned to require the permittee to pay for restoration to a condition satisfactory to the officer in charge of the maintenance of any such highway any pavement, bridge, culvert, sewer pipe or other improvement that may be injured by reason of the use of the highways by the permittee. If a permittee refuses to pay for damage caused, the officer or agency who required the filing of a bond may maintain an action upon such bond.

(6) The officer or agency authorized by s. 348.26 or 348.27 to issue permits may require the permittee to file proof satisfactory to such officer or agency that personal injury and property damage insurance in an amount considered sufficient by such officer or agency will be in force to cover any claim for bodily injury or property damage which may occur in connection with operation under the permit and for which the permittee is legally responsible.

(7) Subject to s. 348.27 (9m) (d), the officer or agency which issued a permit may, for good cause, suspend or revoke such permit or may decline to issue additional permits or may decline to authorize the use of a telephone call-in procedure for any applicant after having given the permittee or applicant reasonable opportunity for a hearing.

(8) (a) Except as provided under par. (dm), the department shall charge the following fees for each permit issued under s. 348.26:

1. For a vehicle or combination of vehicles which exceeds length limitations, \$15.

2. For a vehicle or combination of vehicles which exceeds either width limitations or height limitations, \$20.

2m. For a vehicle or combination of vehicles which exceeds both width and height limitations, \$25.

3. Except as provided in subd. 4., for a vehicle or combination of vehicles, the weight of which exceeds any of the provisions of s. 348.15 (3), 10 percent of the fee specified in par. (b) 3. for an annual permit for the comparable gross weight, rounded to the nearest whole dollar.

4. For a permit issued under s. 348.26 (8), \$30.

(b) Except as provided in s. 348.27 (19) (c) 5., unless a different fee is specifically provided, the department shall charge the following fees for the first permit and each subsequent or revalidated annual or multiple trip permit issued under s. 348.27 except that no fee may be charged for the amendment of a permit under s. 348.27 (3m):

1. For a vehicle or combination of vehicles which exceeds length limitations, \$60.

2. For a vehicle or combination of vehicles which exceeds width limitations or height limitations or both, \$90.

3. Except as provided in subds. 4. and 4m., for a vehicle or combination of vehicles, the weight of which exceeds any of the provisions of s. 348.15 (3):

a. If the gross weight is 90,000 pounds or less, \$200.

b. If the gross weight is more than 90,000 pounds but not more than 100,000 pounds, \$350.

c. If the gross weight is greater than 100,000 pounds, \$350 plus \$100 for each 10,000-pound increment or fraction thereof by which the gross weight exceeds 100,000 pounds.

4. For a permit issued under s. 348.27 (17), \$300.

4m. For a permit issued under s. 348.27 (18), \$300.

(bm) Unless a different fee is specifically provided, the fee for a consecutive month permit is one-twelfth of the fee under par. (b) for an annual permit times the number of months for which the permit is desired, plus \$15 for each permit issued.

(c) For the purpose of computing the fees under this subsection, if the vehicle or combination of vehicles exceeds width limitations or height limitations or both, no fee in addition to the fee under par. (a) 2. or 2m., (b) 2. or (bm) shall be charged if the vehicle or combination of vehicles also exceeds length limitations.

348.25 VEHICLES — SIZE, WEIGHT AND LOAD

Updated 21–22 Wis. Stats. 16

(d) For the purpose of computing the fees under this subsection, if the vehicle or combination of vehicles exceeds weight limitations, no fee in addition to the fee under par. (a) 3. or 4., (b) 3., 4., or 4m., or (bm) shall be charged if the vehicle also exceeds length, width or height limitations or any combination thereof.

(de) For the purpose of computing the fee under par. (a) for the issuance of a single trip permit for a vehicle or combination of vehicles for which an annual permit has been obtained under s. 348.27:

1. For size or weight authorized by the annual permit, the fee for a single trip permit is \$5.

2. For gross weight in excess of that authorized by the annual permit, the fee is \$15 for each 10,000–pound increment or fraction thereof by which the gross weight authorized by the single trip permit exceeds the gross weight authorized by the annual permit.

(dm) If the annual permit for a vehicle or combination of vehicles is suspended for the purpose of protecting the highways and a single trip permit is issued for the vehicle or combination of vehicles, the fee for the single trip permit is \$5.

(e) Except as provided in s. 348.27 (19) (c) 5., the officer or agency authorized to issue a permit under s. 348.26 or 348.27 may require any applicant for a permit under s. 348.26 or 348.27 to pay the cost of any special investigation undertaken to determine whether a permit should be approved or denied.

(f) Any local officer or agency authorized to issue a permit under s. 348.26 or 348.27 may charge a permit issuance fee for each permit issued under s. 348.26 and for the first and each subsequent or revalidated permit issued under s. 348.27. This paragraph does not apply to the amendment of a permit under s. 348.27 (3m) or to a permit issued under s. 348.27 (19).

(9) If a permit under s. 348.26 or 348.27 is denied, suspended or revoked, the permit applicant or holder may petition the division of hearings and appeals for a hearing on the matter within 30 days after the denial, suspension or revocation.

(10) Notwithstanding any other provision of this section or ss. 348.26 to 348.28, the department may enter into a reciprocal agreement with another jurisdiction for the issuance or recognition of permits for oversize or overweight vehicles or loads if that jurisdiction's laws or rules on oversize or overweight permits are substantially similar to those imposed by this chapter. Any permit recognized by this state under a reciprocal agreement shall be considered a permit issued under this section for purposes of this chapter or s. 347.26 (10).

(11) The department shall develop and implement an automated system for designating the route to be traveled by a vehicle for which a permit is issued under s. 348.26 or 348.27.

History: 1973 c. 316, 333, 336; 1975 c. 66; 1977 c. 29 ss. 1488, 1654 (8) (a); 1979 c. 34, 221; 1981 c. 20, 69, 215, 312; 1981 c. 347 s. 80 (2), 1981 c. 391; 1983 a. 78 s. 37; 1985 a. 212; 1987 a. 27; 1989 a. 35, 130; 1991 a. 39, 316; 1993 a. 16; 1995 a. 163, 348; 1999 a. 9, 80; 2001 a. 78; 2003 a. 33; 2005 a. 167; 2007 a. 171; 2009 a. 28, 222; 2011 a. 55, 56, 57, 58, 243; 2013 a. 165 ss. 73 to 75, 114, 115; 2013 a. 168 s. 21; 2013 a. 377; 2021 a. 244.

Cross-reference: See also chs. Trans 230, 250, and 252, Wis. adm. code.

Discussing penalty provisions for weight and size violations. *Town of East Troy v. Town & Country Waste Service*, 159 Wis. 2d 694, 465 N.W.2d 510 (Cl. App. 1990).

Compliance with state rules promulgated under this section, and incorporating federal guidelines, is a condition of overweight permits under this section. Violations of overweight permits do not constitute registration violations under ch. 341. *Town of East Troy v. A–1 Service Co.*, 196 Wis. 2d 120, 537 N.W.2d 126 (Cl. App. 1995), 94–0610.

348.26 Single trip permits. (1) **APPLICATIONS.** All applications under subs. (2) to (7) for single trip permits for the movement of oversize or overweight vehicles or loads shall be made upon the form prescribed by the department and shall be made to the officer or agency designated by this section as having authority to issue the particular permit desired for use of the particular highway in question. All applications under sub. (8) shall be made to the department utilizing an electronic process prescribed by the department.

(1m) **TELEPHONE CALL-IN PROCEDURE.** The department shall develop and implement a telephone call-in procedure for permits issued under this section. The telephone call-in procedure for per-

mits may not be utilized until permit information is computerized to ensure inquiry capability into the database for enforcement purposes.

Cross-reference: See also ch. Trans 275, Wis. adm. code.

(2) **PERMITS FOR OVERSIZE OR OVERWEIGHT VEHICLES OR LOADS.** Except as provided in subs. (4) (b) 1. and (8), single trip permits for oversize or overweight vehicles or loads may be issued by the department for use of the state trunk highways and by the officer in charge of maintenance of the highway to be used in the case of other highways. Such local officials also may issue such single trip permits for use of state trunk highways within the county or municipality which they represent. Every single trip permit shall designate the route to be used by the permittee. Whenever the officer or agency issuing such permit deems it necessary to have a traffic officer escort the vehicle through the municipality or county, a reasonable fee for such traffic officer's services shall be paid by the permittee. All moneys received from fees imposed by the department under this subsection shall be deposited in the general fund and credited to the appropriation account under s. 20.395 (5) (dg).

Cross-reference: See also ch. Trans 254, Wis. adm. code.

(3) **TRAILER TRAIN PERMITS.** The department and those local officials who are authorized to issue permits pursuant to sub. (2) also are authorized to issue single trip permits for the operation of trains consisting of truck tractors, tractors, trailers, semitrailers or wagons on highways under their jurisdiction, except that no trailer train permit issued by a local official for use of a highway outside the corporate limits of a city or village is valid until approved by the department. No permit shall be issued for any train exceeding 100 feet in total length. Every permit issued pursuant to this subsection shall designate the route to be used by the permittee.

Cross-reference: See also ch. Trans 256, Wis. adm. code.

(4) **FACTORY-BUILT HOME PERMITS.** (a) In this subsection, "factory-built home" means a mobile home, manufactured home, or modular home.

(b) 1. Except as provided in subd. 2., single trip permits for the movement of oversize factory-built homes may be issued only by the department, regardless of the highways to be used.

2. Single trip permits for the movement of overweight factory-built homes that are not less than 16 feet in width may be issued by the department, for the use of state trunk highways, and by the officer in charge of maintenance of the highways to be used, for the use of other highways.

(c) 1. Every permit issued under this subsection shall designate the route to be used by the permittee.

2. No permit may be issued under this subsection for operation of a vehicle combination exceeding 110 feet in overall length or for movement of a factory-built home exceeding 80 feet in length.

3. A permit may be issued under this subsection for the movement of more than one modular home section on a carrier if each home section is a component of the same home as evidenced by serial numbers or other distinguishing marks and the overall dimensions of the load will not exceed statutory weight limits or the size limits specified in the permit. A permit may be issued under this subsection only if at least one portion of the load under this permit would require a permit had it been transported on a separate carrier.

(4m) **PERMITS FOR VEHICLES TRANSPORTING CERTAIN BUILDINGS.** (a) In this subsection:

1. "Building" has the meaning given in s. 348.27 (12m) (a) 1.

2. "Vehicle" has the meaning given in s. 348.27 (12m) (a) 2.

(b) The requirements for issuance of a permit under s. 348.27 (12m) (c) shall also apply to issuance of a permit under sub. (2) for a vehicle transporting a building on the highways, and the department and those local officials who are authorized to issue permits under sub. (2) may not issue a permit under sub. (2) for a vehicle transporting a building unless these requirements are satisfied. The department and those local officials who are authorized to

issue permits under sub. (2) may deny a permit under sub. (2) for a vehicle transporting a building if the department or local official finds that any of the circumstances specified in s. 348.27 (12m) (d) applies. The provisions of this subsection apply in addition to any other requirement imposed under this chapter, chs. 194, 343, 346, and 347, and federal law.

(6) BACKHAUL PERMITS. If an oversize permit has been issued for an oversize vehicle or combination of oversize vehicles under this section or s. 348.27, the authority issuing the permit may also issue a backhaul permit to enable such vehicle or combination to transport a load which does not exceed statutory size and weight limits. A backhaul permit may be issued only when an oversize load is transported on the return trip or outgoing trip. The fee for the backhaul permit is \$3.

Cross-reference: See also ch. Trans 262, Wis. adm. code.

(7) SPECIALIZED HAULING RIG PERMITS. (a) In this subsection, “specialized hauling rig” means a vehicle, or combination of vehicles, that exceeds 100 feet in length and that is designed to transport nondivisible cargo that is exceptionally heavy. A specialized hauling rig is a nondivisible vehicle within the meaning of 23 CFR 658.5.

(b) The department and those local officials who are authorized to issue permits under sub. (2) may issue single trip permits for the operation of overweight or oversize specialized hauling rigs whose unladen cargo-bearing component units are loaded or stacked on one or more of the specialized hauling rig’s cargo-bearing component units. A permit issued under this paragraph is valid only while the specialized hauling rig is in transit to the site where the cargo to be transported will be loaded onto the specialized hauling rig, and while in transit from the site where the specialized hauling rig delivered its cargo. Every permit issued under this paragraph shall designate the route to be used by the permittee. No permit issued under this paragraph may authorize the operation of a specialized hauling rig that exceeds 120 feet in length or that exceeds the height limitations under s. 348.06.

(8) PERMITS FOR THE TRANSPORTATION OF SEALED LOADS IN INTERNATIONAL TRADE. (a) The department may issue single trip permits for the transportation of a sealed load, as defined in s. 348.27 (17) (a), to applicants eligible for an annual or consecutive month permit under s. 348.27 (17), subject to the same requirements and limitations for annual and consecutive month permits described in s. 348.27 (17). A permit under this subsection may be issued only by the department, regardless of the highways to be used.

(b) A person issued a permit under this subsection shall use the automated routing system specified in s. 348.25 (11).

History: 1977 c. 29 s. 1654 (8) (a); 1977 c. 273; 1981 c. 20, 215, 312, 391; 1983 a. 78; 1997 a. 27; 1999 a. 185; 2001 a. 78; 2005 a. 170, 250; 2007 a. 11; 2011 a. 55, 57, 243; 2015 a. 241.

Cross-reference: See also chs. Trans 230 and 250, Wis. adm. code.

348.27 Annual, consecutive month or multiple trip permits. **(1) APPLICATIONS.** All applications for annual, consecutive month or multiple trip permits for the movement of oversize or overweight vehicles or loads shall be made to the officer or agency designated by this section as having authority to issue the particular permit desired for use of the particular highway in question. All applications under subs. (2) and (4) to (15) shall be made upon forms prescribed by the department. All applications under sub. (16) shall be made utilizing an electronic process prescribed by the department. All applications under sub. (17) shall be made utilizing an electronic process prescribed by the department. All applications under sub. (18) shall be made utilizing an electronic process prescribed by the department.

(2) ANNUAL AND CONSECUTIVE MONTH PERMITS. Except as otherwise restricted in this section, annual and consecutive month permits for oversize or overweight vehicles or loads may be issued by the department, regardless of the highways involved.

Cross-reference: See also chs. Trans 251 and 255, Wis. adm. code.

(3) GENERAL PERMITS. For good cause in specified instances for specified construction or maintenance operations or for a spec-

ified period, the officer or agency in charge of maintenance of a highway may allow loads exceeding the size or weight limitations imposed by this chapter to be hauled on such highway. No such officer or agency shall issue such permits for use of a highway the cost of maintenance of which is paid by a unit of government other than the unit of government which such officer or agency represents. A permit issued by the department under this subsection may authorize transportation of a divisible load on the I 41 corridor but may not authorize transportation of a divisible load on any other interstate highway.

(3m) PERMIT AMENDMENTS FOR REPLACEMENT VEHICLES. If a vehicle for which a permit has been issued under this section is removed from service or sold, the permittee may operate a replacement vehicle of the same type and weight class for the remainder of the period for which the permit was issued or validated under an amendment of the permit. The permittee shall apply to the officer or agency that issued the permit for the amendment. The terms of the permit, including any requirements imposed by the officer or agency for issuance of the permit, shall apply to the permittee’s operation of the replacement vehicle under the amendment of the permit. No fee shall be charged for the amendment of a permit under this subsection.

(4) INDUSTRIAL INTERPLANT PERMITS. The department may issue, to industries and to their agent motor carriers owning and operating oversize vehicles in connection with interplant, and from plant to state line, operations in this state, annual or consecutive month permits for the operation of such vehicles over designated routes, provided that such permit shall not be issued under this section to agent motor carriers or, except for the I 39 corridor and the I 41 corridor, from plant to state line for vehicles or loads of width exceeding 102 inches upon routes of the national system of interstate and defense highways. If the routes desired to be used by the applicant involve city or village streets or county or town highways, the application shall be accompanied by a written statement of route approval by the officer in charge of maintenance of the highway in question.

(4m) PERMITS FOR THE TRANSPORTATION OF LOADS ON STH 31 AMONG MANUFACTURING PLANTS, DISTRIBUTION CENTERS, AND WAREHOUSES. (a) Subject to pars. (b) and (c), the department may issue annual or consecutive month permits for the transportation of loads in vehicle combinations that exceed the maximum gross weight limitations under s. 348.15 (3) (c) by not more than 18,000 pounds if the vehicle combination has 6 or more axles and the gross weight imposed on the highway by the wheels of any one axle of the vehicle combination does not exceed 18,000 pounds, except that the gross weight imposed on the highway by the wheels of any steering axle on the power unit may not exceed the greater of 13,000 pounds or the manufacturer’s rated capacity, but not to exceed 18,000 pounds. Notwithstanding s. 348.15 (8), any axle of a vehicle combination that does not impose on the highway at least 8 percent of the gross weight of the vehicle combination may not be counted as an axle for the purposes of this paragraph. A permit issued under this subsection does not authorize the operation of any vehicle combination at a maximum gross weight in excess of 98,000 pounds.

(b) A permit under this subsection is valid only for the transportation of loads between or among any of the following:

1. A manufacturing plant located in Racine County.
2. A distribution center located in Kenosha County.
3. A warehouse located in Kenosha County.
4. A warehouse located in Racine County.

(c) 1. Except as provided in subs. 2. and 3., and subject to par. (d), a permit under this subsection is valid only on STH 31 and on local highways designated in the permit that provide access to STH 31.

2. A permit under this subsection is not valid on any interstate highway designated under s. 84.29 (2) or on any highway or bridge with a posted weight limitation that is less than the vehicle combination’s gross weight.

348.27 VEHICLES — SIZE, WEIGHT AND LOAD

Updated 21–22 Wis. Stats. 18

3. Except as provided in subd. 2., if any portion of STH 31 in Kenosha County or Racine County is closed, a permit under this subsection is valid on any highway providing a detour around this closed portion of STH 31.

(d) If the routes desired to be used by the applicant involve highways under the jurisdiction of local authorities, the department shall, prior to issuing the permit, submit the permit application to the officers in charge of maintenance of the local highways to be used, for their approval. The department may issue the permit, notwithstanding the objections of these officers, if, after consulting with these officers, the department determines that their objections lack merit.

(7) MOBILE HOME, MANUFACTURED HOME, AND MODULAR HOME PERMITS. The department may issue annual or consecutive month statewide permits to licensed mobile home, manufactured home, or modular home transport companies and to licensed mobile home, manufactured home, or modular home manufacturers and dealers authorizing them to transport oversize mobile homes, manufactured homes, or modular homes over any of the highways of the state in the ordinary course of their business.

(9) TRANSPORTATION OF LOADS NEAR THE MICHIGAN–WISCONSIN STATELINE. (a) 1. The department may issue annual or consecutive month permits, for the transportation of loads on a vehicle or combination of vehicles exceeding statutory length or weight limitations and for the unladen operation of such vehicles returning from the delivery of a load or operating to or from a point of fueling, servicing, or purchase or sale of the vehicle, that authorize all of the following:

a. The transportation of loads over any class of highway for a distance not to exceed 11 miles from the Michigan–Wisconsin state line if the vehicle or combination of vehicles does not violate length or weight limitations under Michigan law.

b. The transportation of raw forest products, lumber, or forestry biomass anywhere upon USH 2 in Iron County, Florence County, Ashland County, or Bayfield County, or upon USH 2 in Douglas County from the Bayfield County line through Marina Drive in the city of Superior, or upon USH 53 from Marina Drive through N. 5th Street in the city of Superior if the vehicle or combination of vehicles does not violate length or weight limitations under Michigan law.

d. The transportation of raw forest products, lumber, or forestry biomass on any highway route specified in subd. 3. if the vehicle or combination of vehicles does not violate length or weight limitations under Michigan law. This subd. 1. d. does not apply to a vehicle combination that meets the criteria of truck configuration number 24 as provided in the Bridge Analysis Guide prepared by the Michigan department of transportation.

2. If the roads desired to be used by an applicant for a permit under this paragraph involve streets or highways other than those within the state trunk highway system, the application shall be accompanied by a written statement of route approval by the officer in charge of maintenance of the other highway.

3. Subdivision 1. d. applies only on the following highway routes:

b. STH 77, from 2nd Avenue in the city of Hurley to Olson Road in the city of Mellen, in Iron and Ashland counties.

c. USH 51, from the USH 2/51 interchange north of the city of Hurley to Maple Ridge Road in the town of Mercer in Iron County.

d. USH 45, from the Wisconsin–Michigan border to STH 54 in the city of New London.

e. STH 139, from the Wisconsin–Michigan border to USH 8, in Florence and Forest counties.

f. USH 8, from the Wisconsin–Michigan border in Marinette County to USH 45 in Oneida County.

g. STH 13, from the junction of USH 2 and STH 13 in the city of Ashland to the intersection of STH 13 and Old Airport Road in Ashland County.

h. STH 70, from the junction of STH 70 and USH 45 in the city of Eagle River to the junction of STH 70 and USH 51 in Vilas County.

i. STH 64, from the junction of STH 64 and USH 45 in the city of Antigo to the junction of STH 64 and USH 141 in Marinette County.

j. STH 64, from the junction of STH 64 and USH 141 in Marinette County to the junction of STH 64 and USH 41 in the city of Marinette.

k. USH 141, from the village of Crivitz in Marinette County to the junction of USH 141 and CTH S in Oconto County.

L. USH 41, from the town of Abrams in Oconto County to the city of Marinette.

m. USH 8, from the junction of USH 8 and USH 45 in Oneida County to a point four–tenths of a mile west on USH 8.

n. STH 54, from the junction of STH 54 and USH 45 in the city of New London to the junction of STH 54 and CTH S in Outagamie County.

(b) For a vehicle or combination of vehicles the weight of which exceeds any of the provisions of s. 348.15 (3), the fee for an annual permit under this subsection shall be one of the following:

1. If the gross weight is 90,000 pounds or less, \$100.

2. If the gross weight is more than 90,000 pounds but not more than 100,000 pounds, \$175.

3. If the gross weight is greater than 100,000 pounds, \$175 plus \$50 for each 10,000–pound increment or fraction thereof by which the gross weight exceeds 100,000 pounds.

(c) The fee for a consecutive month permit under this subsection for a vehicle or combination of vehicles the weight of which exceeds any of the provisions of s. 348.15 (3) shall be determined in the manner provided in s. 348.25 (8) (bm), except that the applicable fee for an annual permit under par. (b) shall be used in the computation.

(d) A permit issued under this subsection does not authorize the operation of any vehicle or vehicle combination at a maximum gross weight in excess of 164,000 pounds.

Cross-reference: See also ch. Trans 253, Wis. adm. code.

(9m) TRANSPORTATION OF RAW FOREST AND AGRICULTURAL PRODUCTS. (a) The department may issue annual or consecutive month permits for the transportation of any of the following:

1. Raw forest products or of fruits or vegetables from field to storage or processing facilities in vehicles or vehicle combinations that exceed the maximum gross weight limitations under s. 348.15 (3) (c) by not more than 10,000 pounds. A permit under this subdivision is not valid on highways designated as part of the national system of interstate and defense highways, except on the I 39 corridor and the I 41 corridor.

2. Bulk potatoes from storage facilities to rail loading facilities in vehicle combinations that exceed the maximum gross weight limitations under s. 348.15 (3) (c) by not more than 10,000 pounds. A permit under this subdivision shall be valid only on USH 51 between CTH “V” and CTH “B” in Waushara and Portage counties, and for a distance not to exceed 15 miles from that portion of USH 51 in order to obtain access to USH 51 or to reach fuel, food, maintenance, repair, rest, staging, terminal facilities or points of loading or unloading.

3. Bulk potatoes from storage facilities to food processing facilities in vehicles or vehicle combinations that exceed the maximum gross weight limitations under s. 348.15 (3) (c) by not more than 10,000 pounds. A permit under this subdivision is not valid on highways designated as part of the national system of interstate and defense highways, except to the extent permitted by federal law without any loss or reduction of federal aid or other sanction.

4. Raw forest products in vehicle combinations that exceed the maximum gross weight limitations under s. 348.15 (3) (c) by not more than 18,000 pounds if the vehicle combination has 6 or more axles and the gross weight imposed on the highway by the

19 Updated 21–22 Wis. Stats.

VEHICLES — SIZE, WEIGHT AND LOAD

wheels of any one axle of the vehicle combination does not exceed 18,000 pounds, except that the gross weight imposed on the highway by the wheels of any steering axle on the power unit may not exceed the greater of 13,000 pounds or the manufacturer's rated capacity, but not to exceed 18,000 pounds. Notwithstanding s. 348.15 (8), any axle of a vehicle combination that does not impose on the highway at least 8 percent of the gross weight of the vehicle combination may not be counted as an axle for the purposes of this subdivision. Subject to par. (c), a permit under this subdivision is not valid on any interstate highway designated under s. 84.29 (2) except for the I 41 corridor and that portion of the I 39 corridor between STH 34 in the town of Knowlton and STH 29 south of the city of Wausau, any highway or bridge with a posted weight limitation that is less than the vehicle combination's gross weight, and any part of the state trunk highway system that the department has designated by rule as a route on which a permit issued under this subsection is not valid.

(b) A permit issued under par. (a) 1. to 3. does not authorize the operation of any vehicle or vehicle combination at a maximum gross weight in excess of 90,000 pounds. A permit issued under par. (a) 4. does not authorize the operation of any vehicle combination at a maximum gross weight in excess of 98,000 pounds.

(c) A permit issued under par. (a) 4. shall expressly authorize the vehicle combination to exceed, on state trunk highways and connecting highways, any special weight limitation imposed under ss. 348.17 (1) and 349.16 (1) (a) and (2) in connection with the thawing of frozen highways and to be operated at the full weight allowable under par. (a) on state trunk highways and connecting highways. Notwithstanding s. 348.25 (3), a permit issued under par. (a) 4. may not be suspended by the department, or contain any condition or limitation imposed by the department, in connection with the thawing of frozen highways that are not state trunk highways or connecting highways, except that the operation of the vehicle combination is subject to posted weight limitations on these local highways.

(d) 1. The department shall suspend a permit issued under par. (a) 4. if the person operating under the permit does any of the following:

a. Violates any weight limitation specified in the permit more than 2 times during the valid period of the permit.

b. Violates any weight limitation specified in the permit by exceeding the weight limitation by 10,000 or more pounds.

2. The suspension under subd. 1. shall be for a period of 6 months. If the remaining valid period of the permit at the time of the suspension is less than 6 months, the person may not apply for, or operate under, any other permit issued under par. (a) 4. for a period of 6 months from the suspension.

Cross-reference: See also ch. Trans 259, Wis. adm. code.

(9r) TRANSPORTATION OF SCRAP AND MUNICIPAL SEWAGE RESIDUE. The department may issue an annual or consecutive month permit for the transportation of any of the following:

(a) Metallic or nonmetallic scrap for the purpose of recycling or processing on a vehicle or combination of vehicles which exceeds statutory weight or length limitations and for the return of the vehicle or combination of vehicles when empty. This paragraph does not apply to the transportation of scrap on highways designated as part of the national system of interstate and defense highways, except for the I 39 corridor and the I 41 corridor.

(b) The residue material resulting from treatment of municipal sewage for the purpose of processing in a vehicle combination that exceeds the maximum gross weight limitations under s. 348.15 (3) (c) by not more than 20,000 pounds if the vehicle combination has 5 or more axles and for the return of the vehicle combination to the municipal sewage treatment facility while transporting the liquid removed from the residue material during processing, including any chemical treatment added to the liquid. This paragraph does not apply to the transportation of municipal sewage residue material or liquid removed from municipal sewage residue material on

highways designated as part of the national system of interstate and defense highways.

Cross-reference: See also ch. Trans 269, Wis. adm. code.

(9t) TRANSPORTATION OF POTATOES. The department may issue annual or consecutive month permits for the transportation of potatoes intended for use as seed in specially configured vehicle combinations that exceed the maximum gross weight limitations under s. 348.15 (3) (c) by not more than 10,000 pounds. A permit issued under this subsection does not authorize the operation of any vehicle combination at a maximum gross weight in excess of 90,000 pounds. A permit under this subsection may authorize operation during a spring thaw and shall be valid only on STH 64 between CTH "H" and USH 41 in Langlade, Oconto and Marinette counties; USH 41 between STH 64 and the Wisconsin-Michigan border; and any highway for a distance not to exceed 15 miles from any portion of STH 64 or USH 41 specified in this subsection in order to obtain access to STH 64 or USH 41 or to reach fuel, food, maintenance, repair, rest, staging, terminal facilities or points of loading or unloading. The department shall establish by rule configuration requirements for vehicle combinations under this subsection and such requirements may permit vehicle combinations to exceed the length requirements of s. 348.07. The department may establish by rule an alternative route for any portion of a highway specified in this subsection.

Cross-reference: See also ch. Trans 258, Wis. adm. code.

(10) TRANSPORTATION OF GRAIN OR COAL OR IRON. The department may issue annual or consecutive month permits for the transportation of loads of grain, as defined in s. 126.01 (13), coal, iron ore concentrates or alloyed iron on a vehicle or a combination of 2 or more vehicles that exceeds statutory weight or length limitations and for the return of the empty vehicle or combination of vehicles over any class of highway for a distance not to exceed 5 miles from the Wisconsin state line. If the roads desired to be used by the applicant involve streets or highways other than those within the state trunk highway system, the application shall be accompanied by a written statement of route approval by the officer in charge of maintenance of the other highway. This subsection does not apply to highways designated as part of the national system of interstate and defense highways.

(11m) AGRICULTURAL EMERGENCY PERMITS. (a) If the secretary of agriculture, trade and consumer protection determines that an agricultural emergency exists, the secretary of transportation may authorize the issuance of permits to allow vehicles that are transporting any of the following loads to exceed the width limitation under s. 348.05 (1) if the total outside width does not exceed 12 feet 5 inches and the height does not exceed 14 feet 6 inches:

1. Baled hay, baled straw, baled cornstalks, or baled stover if the hay, straw, cornstalks, or stover is to be used for feed or bedding.

2. From September 15 to December 15 of each year, Christmas trees from the point of harvesting or staging to a Christmas tree yard or point of commercial shipment.

(b) In authorizing the issuance of permits under this subsection, the secretary of transportation shall specify in writing the factors which resulted in the determination to issue permits under this subsection. The factors shall include the effect of the increased size limits on highway safety.

(c) Nothing in this subsection shall be construed to permit the department to waive the requirements of s. 348.07.

(d) The secretary of transportation may limit the application of permits issued under this subsection to specific areas of the state or to specific highways. A permit authorized under this subsection takes effect upon the mailing or delivery of a complete application and the required fee to the department. A permit authorized under this subsection is valid for up to 90 days, as determined by the secretary of transportation.

(12) TRANSPORTATION OF GARBAGE OR REFUSE. (a) In this subsection, "refuse" means combustible and noncombustible rub-

348.27 VEHICLES — SIZE, WEIGHT AND LOAD

Updated 21–22 Wis. Stats.

bish, including paper, wood, metal, glass, cloth and products thereof, litter and street rubbish, ashes, and lumber, concrete and other debris resulting from the construction or demolition of structures.

(b) The department may issue an annual or consecutive month permit for the transportation of garbage, as defined in s. 289.01 (9), or refuse, in any of the following vehicles that exceed statutory weight and length limitations and for the return of the vehicle when empty:

1. A self-compactor equipped vehicle.
2. A roll-off equipped truck or roll-off trailer that uses all axles while transporting garbage or refuse.

(c) A permit under par. (b) may be issued for use on any highway within this state.

Cross-reference: See also ch. Trans 269, Wis. adm. code.

(12m) PERMITS FOR VEHICLES TRANSPORTING CERTAIN BUILDINGS. (a) In this subsection:

1. a. “Building” means a dwelling or other structure or portion of a dwelling or other structure that, when measured as provided in subd. 1. b., is more than 12 feet wide, more than 14 feet 3 inches in height, or more than 100 feet long; that is transportable as a whole or in sections; and that is raised and supported from an existing foundation to be moved and placed on a permanent foundation at a new location where the dwelling or other structure is to be delivered. “Building” does not include a modular housing unit, a manufactured building as defined in s. 101.71 (6), or a manufactured home as defined in s. 101.91 (2).

b. For purposes of subd. 1. a., width shall be measured from the farthest extremity of the vehicle and load on each side, height shall be measured from the ground to the highest point of the vehicle and load, and length shall be measured from the rearmost point of the vehicle and load to the frontmost point of the vehicle.

2. “Vehicle” includes a combination of vehicles.

(b) The department may issue annual or consecutive month permits for vehicles transporting buildings on the highways. A permit under this subsection may be issued only by the department, regardless of the highways to be used.

(c) The department may not issue a permit under this subsection unless the department determines that all of the following requirements are met:

1. The applicant identifies each potential operator of a vehicle under the permit and provides proof that each such operator holds a valid commercial driver license, with any endorsement required under ch. 343 for operation of the class and type of vehicle to be used to transport a building under the permit.

2. The applicant provides proof of a valid motor carrier certificate or license of authority issued under ch. 194 or under federal law applicable for each vehicle to be used to transport a building under the permit.

3. The applicant provides proof, by a certificate of insurance filed with the department, that the applicant, in addition to satisfying the insurance requirements described in s. 346.924 (2), maintains a policy of comprehensive general liability insurance, issued by an insurer authorized to transact business in this state, that provides bodily injury liability coverage and property damage liability coverage, including for underground property damage, with a total limit of not less than \$500,000 for each occurrence.

(d) The department may deny any application for a permit under this subsection if the department finds any of the following:

1. That the applicant, or any potential operator identified in par. (c) 1., has been convicted, within 3 years immediately preceding the date of application, of a violation of s. 346.924.

2. That the applicant, or any potential operator identified in par. (c) 1., has engaged in conduct endangering the safety of persons using the highways.

3. That the applicant has failed to provide reimbursement for damage, which is not paid for by the applicant’s insurer, to a high-

way caused while transporting a building under a permit under this subsection.

4. That the applicant, or any potential operator identified in par. (c) 1., has abandoned a building on a highway or on public or private property without permission of the property owner.

(e) The provisions of this subsection apply in addition to any other requirement imposed under this chapter, chs. 194, 343, 346, and 347, and federal law.

(15) MULTIPLE TRIP PERMITS. (a) The department shall issue to qualifying applicants multiple trip permits for the transportation of granular roofing material in vehicles or vehicle combinations that exceed the maximum gross weight limitations under s. 348.15 (3) (c) by not more than 10,000 pounds. A permit issued under this subsection does not authorize the operation of any vehicle or vehicle combination at a maximum gross weight in excess of 90,000 pounds. A permit under this subsection may be issued only by the department, regardless of the highways to be used. A permit under this subsection is not valid on highways designated as part of the national system of interstate and defense highways except that a permit may be issued that is valid on not more than 2.5 miles of any state trunk highway if such issuance of the permit is consistent with federal law.

(b) 1. An application for a permit under this subsection shall include all of the following information:

a. The motor carrier on behalf of which the load is to be transported.

b. The location from which the transportation of the load is to originate and the load’s destination, along with the designated route over which the load will be transported.

2. A permit issued under this subsection shall include as conditions of the permit the information specified in subd. 1. a. and b.

(c) If the designated route under par. (b) 1. b. includes streets or highways other than those within the state trunk highway system, no permit may be issued under this subsection unless the governing body of each municipality or county having jurisdiction over such streets or highways adopts a resolution approving the transportation of the load over that portion of the designated route that is on streets or highways under the jurisdiction of the municipality or county. An applicant for a permit under this subsection shall include a copy of each such resolution with the permit application.

(d) The department shall promulgate rules to implement and administer this subsection.

Cross-reference: See also ch. Trans 263, Wis. adm. code.

(16) TRANSPORTATION OF HAY OR STRAW. (a) The department may issue annual or consecutive month permits for the transportation of loads of hay or straw on a vehicle or combination of vehicles that exceeds the height limitations under s. 348.06.

(b) If the roads desired to be used by an applicant for a permit under this subsection involve highways other than those within the state trunk highway system, the application shall be accompanied by a written statement of route approval by the officer in charge of maintenance of the other highway.

(c) A permit under this subsection does not authorize the operation of any vehicle or vehicle combination having an overall height in excess of 14 feet 6 inches if the vehicle or vehicle combination is being operated on a highway in an urban area or 15 feet if the vehicle or vehicle combination is being operated on any other highway. The department shall, by rule, define “urban area” for purposes of this paragraph and shall provide, with each permit issued under this subsection, information to the permit holder as to the meaning of this term.

(d) The department may promulgate rules regulating the configuration of the loads carried under permits issued under this subsection and how these loads are to be secured for safe travel.

(17) PERMITS FOR THE TRANSPORTATION OF SEALED LOADS IN INTERNATIONAL TRADE. (a) In this subsection, “sealed load” means

a load consisting of a container or vehicle, being transported in international trade, that has been sealed with a tamper-evident seal affixed at the time of initial loading.

(b) The department may issue annual or consecutive month permits for the transportation of a sealed load in a vehicle or vehicle combination that has 6 or more axles and that exceeds the maximum gross weight limitations under s. 348.15 (3) (c) if the vehicle or vehicle combination does not exceed the maximum gross weight limitations under s. 348.29. Notwithstanding s. 348.15 (8), any axle of a vehicle or vehicle combination that does not impose on the highway at least 8 percent of the gross weight of the vehicle or vehicle combination may not be counted as an axle for the purposes of this paragraph. A permit issued under this subsection does not authorize the operation of any vehicle or vehicle combination at a maximum gross weight in excess of 90,000 pounds.

(18) PERMITS FOR THE TRANSPORTATION OF CERTAIN AGRICULTURAL PRODUCTS. (a) In this subsection:

1. “Agricultural product” means any of the following or any combination of the following:

- a. Fruit.
- b. Vegetables.
- c. Grain, including distillers’ grain.
- d. Live livestock, as defined in s. 95.51 (1), feed for livestock, or nutritional supplements for livestock.
- e. Fish or minnows.
- f. Hemp, as defined in s. 94.67 (15c).

2. “Agricultural product” does not include liquid milk or liquid milk by-products, manure or animal waste, or raw forest products:

(b) Subject to par. (c), the department may issue annual or consecutive month permits for the transportation of agricultural products in vehicles or vehicle combinations that have 6 or more axles and that exceed the maximum gross weight limitations under s. 348.15 (3) (c) if the vehicle or vehicle combination does not exceed the maximum gross weight limitations under s. 348.295. Notwithstanding s. 348.15 (8), any axle of a vehicle or vehicle combination that does not impose on the highway at least 8 percent of the gross weight of the vehicle or vehicle combination may not be counted as an axle for the purposes of this paragraph. A permit issued under this subsection does not authorize the operation of any vehicle or vehicle combination at a maximum gross weight in excess of 90,000 pounds.

(c) A permit under this subsection is valid only for the transportation of agricultural products to a farm or from a field or farm to a storage facility on the farmer’s owned or leased land, a facility for initial storage that is not on the farmer’s owned or leased land, or a facility for initial processing.

(d) If the roads desired to be used by an applicant for a permit under this subsection involve highways other than those within the state trunk highway system, the application shall be accompanied by a written statement of route approval by the officer in charge of maintenance of the other highway.

(e) A permit under this subsection is not valid on any interstate highway designated under s. 84.29 (2) except to the extent allowed by federal law without any loss or reduction of federal aid or other sanction.

(19) NO-FEE PERMITS FOR IMPLEMENTS OF HUSBANDRY AND AGRICULTURAL COMMERCIAL MOTOR VEHICLES THAT EXCEED LENGTH OR WEIGHT LIMITATIONS. (a) In this subsection, “maintaining authority” means the following:

1. The department or its designee, with respect to state trunk highways and bridges crossing over state trunk highways.

2. The municipality or county responsible for maintenance of the highway or its designee, with respect to any highway that is not a state trunk highway, including any connecting highway. This subdivision does not apply to any bridge crossing over a state trunk highway.

(b) 1. Subject to subds. 3. and 5. b. and par. (c), a person may apply to the maintaining authority of a highway for an annual or consecutive month, no-fee permit to operate an implement of husbandry or agricultural commercial motor vehicle that exceeds limitations on length or weight, or both, imposed by this chapter. Subject to subds. 3. and 5. b. and par. (c), a person may also apply to the maintaining authority of a highway for an annual or consecutive month, no-fee permit to operate a 2-vehicle combination transporting by trailer or semitrailer an implement of husbandry or agricultural commercial motor vehicle that exceeds limitations on length or weight, or both, imposed by this chapter and that is being transported on the highway to or from a farm-related destination. Upon receiving a complete application for a no-fee permit under this subsection, the maintaining authority shall provide the applicant with a final decision on the application within 3 weeks of its receipt. If the maintaining authority fails to approve or deny the application within this 3-week period, the application is considered approved until the applicant receives a denial meeting the requirements under subd. 4. or until 6 weeks from receipt of the application. If the maintaining authority fails to approve or deny the application within 6 weeks of its receipt, the application is approved.

2. Subject to subd. 3. and par. (c), any person to whom a no-fee permit has been issued under this subsection may, at any time, apply for an amendment to the permit to reflect a change in the applicant’s circumstances or information, including a change in the listing or map of highways to be traveled. Upon receiving a complete application for amendment under this subdivision, the maintaining authority shall provide the applicant with a decision on the application within 5 business days of its receipt. If the maintaining authority fails to approve or deny the application within this period of 5 business days, the application is considered approved until the applicant receives a denial meeting the requirements under subd. 4. or until 10 business days from receipt of the application. If the maintaining authority fails to approve or deny the application within 10 business days of its receipt, the application is approved. This subdivision does not apply if the permit is a resolution or ordinance adopted under subd. 5. This subdivision does not apply with respect to a replacement vehicle as described in par. (c) 10.

3. Except as provided in subd. 5. b., an application under subd. 1. or 2. shall be made on the form prescribed by the department under par. (d) 1.

4. After receiving a complete permit application under subd. 1. or 2., if a maintaining authority denies the application, it shall notify the applicant in writing of the denial and the notice shall include a reasonable and structurally based explanation of the denial that relates to the preservation of the roadway.

4m. a. If a maintaining authority receives a complete permit application, or a complete application to amend a permit, for an implement of husbandry described in s. 340.01 (24) (a) 1. b. or for an agricultural commercial motor vehicle used as described in s. 340.01 (1o) (e) 1., the maintaining authority may not deny the application. However, the maintaining authority may modify the application to include an alternate route or map of highways other than those specified by the applicant under par. (c) 3. for operation or transportation of the implement of husbandry or agricultural commercial motor vehicle and shall approve the application.

b. For a maintaining authority under par. (a) 2., the alternate route or map of highways under subd. 4m. a. may include highways that are not under the jurisdiction of the maintaining authority issuing the permit only upon prior approval of the maintaining authority having jurisdiction over those highways, except that no prior approval is required with respect to a highway on which the implement of husbandry or agricultural commercial motor vehicle may be legally operated or transported without a permit or as authorized by a resolution or ordinance serving as a permit under subd. 5. b. For a maintaining authority under par. (a) 1., the alternate route or map of highways under subd. 4m. a. may not include

348.27 VEHICLES — SIZE, WEIGHT AND LOAD

Updated 21–22 Wis. Stats. 22

highways that are not under the jurisdiction of the maintaining authority issuing the permit.

5. a. The governing body of a municipality or county may, by resolution or ordinance, authorize operation on any or all highways under the municipality's or county's jurisdiction of implements of husbandry and agricultural commercial motor vehicles that exceed limitations on length or weight, or both, imposed by this chapter. The governing body of a municipality or county may also, by resolution or ordinance, authorize operation on any or all highways under the municipality's or county's jurisdiction of 2-vehicle combinations transporting by trailer or semitrailer an implement of husbandry or agricultural commercial motor vehicle that exceeds limitations on length or weight, or both, imposed by this chapter and that is being transported to or from a farm-related destination. If the governing body of a municipality or county adopts a resolution or ordinance under this subd. 5. a., the resolution or ordinance shall be valid for at least one calendar year. For a resolution or ordinance under this subd. 5. a. to be effective in any calendar year, the resolution or ordinance must be adopted on or before November 30 of the prior year. No amendment to a resolution or ordinance is effective in a calendar year unless the amendment was adopted on or before November 30 of the prior year.

b. If the governing body of a municipality or county adopts a resolution or ordinance under subd. 5. a., then subd. 3. and par. (c) 3. do not apply, no permit application is required, and the resolution or ordinance shall serve as the permit under this subsection. The governing body of the municipality or county shall make copies of the resolution or ordinance readily available to the public at multiple locations within the municipality or county.

c. If the governing body of a municipality or county adopts a resolution or ordinance under subd. 5. a. that applies to fewer than all of the highways under the municipality's or county's jurisdiction or that authorizes operation or transportation of implements of husbandry and agricultural commercial motor vehicles but imposes conditions, restrictions, or limitations on this operation or transportation, then a person may apply for a permit under subd. 1. for operation or transportation of an implement of husbandry or agricultural commercial motor vehicle on any highway or under any circumstance not authorized by the resolution or ordinance.

d. No later than January 20 of the year after it adopts or amends a resolution or ordinance under this subdivision, each municipality or county that adopts a resolution or ordinance under this subdivision shall forward to the department a copy of the resolution or ordinance, and the department shall publish the resolution or ordinance on the department's Internet site.

(c) 1. With respect to any highway under its jurisdiction, and as provided in subd. 8. and par. (b) 4m. b., a maintaining authority may issue an annual or consecutive month, no-fee permit authorizing operation on the highway of an implement of husbandry or agricultural commercial motor vehicle that exceeds limitations on length or weight, or both, imposed by this chapter if the applicable requirements of this subsection are satisfied.

1m. With respect to any highway under its jurisdiction, and as provided in subd. 9. and par. (b) 4m. b., a maintaining authority may issue an annual or consecutive month, no-fee permit authorizing operation on the highway of a 2-vehicle combination transporting by trailer or semitrailer an implement of husbandry or agricultural commercial motor vehicle that exceeds limitations on length or weight, or both, imposed by this chapter and that is being transported to or from a farm-related destination, if the applicable requirements of this subsection are satisfied.

2. A no-fee permit issued under this subsection does not exempt any implement of husbandry or agricultural commercial motor vehicle from complying with all equipment and other requirements for an implement of husbandry or agricultural commercial motor vehicle specified in ch. 347.

3. Except as provided in par. (b) 5. b., an application for a no-fee permit under this subsection shall be accompanied by a listing or map of the highways that may potentially be traveled under authorization of the permit.

4. A no-fee permit issued under subd. 1. or 1m. is not valid on any highway that is a part of the national system of interstate and defense highways.

5. No fee may be charged for issuance or amendment of a permit under this subsection, or for any study, investigation, or other review in connection with an application for a permit or amendment of a permit under this subsection.

6. A maintaining authority under par. (a) 2. may issue permits under this subsection having a valid period that is longer than one year or for which there is no expiration.

7. Permits issued under this subsection by a maintaining authority under par. (a) 1., including amended permits for which an application has been approved under par. (b) 2., shall automatically renew each year unless there is a material change to any roadway for which the permit applies.

8. In addition to the authorization under subd. 1., a no-fee permit issued under this subsection authorizes an implement of husbandry or agricultural commercial motor vehicle being operated in compliance with the permit to cross any highway that intersects with a highway under the jurisdiction of the maintaining authority that issued the permit. This subdivision does not apply to a bridge crossing over a state trunk highway.

9. In addition to the authorization under subd. 1m., a no-fee permit issued under this subsection authorizes a 2-vehicle combination transporting an implement of husbandry or agricultural commercial motor vehicle in compliance with the permit to cross any highway that intersects with a highway under the jurisdiction of the maintaining authority that issued the permit. This subdivision does not apply to a bridge crossing over a state trunk highway.

10. If an implement of husbandry or agricultural commercial motor vehicle for which a permit has been issued under this subsection is removed from service or sold, the permit authorizes the permittee to operate or transport a replacement vehicle of equal or lesser axle weight and gross weight, or of equal or lesser length, for the remainder of the valid period of the permit. The original terms of the permit, including any requirements imposed by the maintaining authority for issuance of the permit, apply to the permittee's operation or transportation of the replacement vehicle under the permit. If the replacement vehicle is of greater axle weight or gross weight, or of greater length, than that for which the permit was issued, the replacement vehicle may not be operated or transported under the permit and application must be made under par. (b) 1. and a new no-fee permit issued for the replacement vehicle before its operation or transportation is authorized.

11. If an application for a no-fee permit identifies multiple identical implements of husbandry or agricultural commercial motor vehicles to be operated on the same highways, as provided in par. (d) 1m., the maintaining authority shall issue a no-fee permit that identifies, and authorizes operation of, each implement of husbandry or agricultural commercial motor vehicle identified in the application. The permittee may make copies of the no-fee permit and, for purposes of s. 348.28, carry a copy of the permit, in lieu of the original, on any implement of husbandry or agricultural commercial motor vehicle identified in the no-fee permit.

(cm) If a no-fee permit is issued under this subsection authorizing a 2-vehicle combination to transport by trailer or semitrailer an implement of husbandry, the permit shall require the person transporting the implement of husbandry to comply with s. 347.24 (3) (b) 1. For purposes of this paragraph, the requirements under s. 347.24 (3) (b) 1. shall apply to an implement of husbandry being transported to the same extent as if the implement of husbandry were being operated.

23 Updated 21–22 Wis. Stats.

(cr) If a no-fee permit is issued under this subsection authorizing a 2-vehicle combination to transport by trailer or semitrailer an agricultural commercial motor vehicle exceeding 8 feet 6 inches in total outside width, the permit shall require the person transporting the agricultural commercial motor vehicle to comply with s. 348.09 (3) (b).

(d) 1. The department shall prescribe an application form for no-fee permits, and amendments to no-fee permits, under this subsection. Except with respect to permits under par. (b) 5. b., this form shall be used by each maintaining authority. Subject to subd. 1m., the application form shall require the applicant to provide, on the form or as an attachment, all of the following information:

a. The applicant's contact information.

b. A listing or map of the highways that may potentially be traveled under authorization of the permit.

c. Identification of the types of implements of husbandry or agricultural commercial motor vehicles for which the application is made; the length, number of axles, make, model, and estimated weight of the implements of husbandry or agricultural commercial motor vehicles; and the time of year and frequency that these implements of husbandry or agricultural commercial motor vehicles are expected to be operated on the highway.

cm. If the application is for operation of a 2-vehicle combination transporting by trailer or semitrailer an implement of husbandry or agricultural commercial motor vehicle, a description of the power unit and trailer or semitrailer of the 2-vehicle combination, including make, model, estimated vehicle weight, and vehicle registration number, if applicable.

d. Changes to the original application when requesting an amendment to a previously issued no-fee permit.

e. Any other information considered necessary by the department to determine the acceptability of the application.

1m. The application form under subd. 1. for a no-fee permit shall provide the applicant an opportunity to identify, in one application, multiple identical vehicles or vehicle combinations constituting implements of husbandry or agricultural commercial motor vehicles for which application is made if each such implement of husbandry or agricultural motor vehicle will be operated on the same highways identified by the applicant under par. (c) 3.

2. The department shall prescribe a procedure for the submission of applications to the maintaining authority under par. (b) 1. and 2. The procedure shall allow an application to be submitted by mail, including certified mail, by electronic transmission, or in person, and shall include a method for accurately documenting the date of receipt of the application regardless of which delivery method is used.

3. a. Except as provided in subd. 3. b., c., d., and e., a maintaining authority shall keep confidential all information provided by an applicant for a permit under this subsection and this information is not open to public inspection, copying, or disclosure under s. 19.35.

b. A maintaining authority described in par. (a) 2. shall disclose to the department, upon its request, information provided by an applicant for a permit under this subsection, but the department shall keep the information confidential, and this information is not open to public inspection, copying, or disclosure under s. 19.35.

c. A maintaining authority shall, upon request, disclose to a law enforcement agency, for use only for law enforcement purposes, information provided by an applicant for a permit under this subsection.

d. This subdivision does not prohibit a maintaining authority from disclosing on a permit under this subsection the information necessary to carry out the purpose of the permit.

e. This subdivision does not prohibit a maintaining authority from disclosing information to the permit applicant or the applicant's agent or from disclosing, in any court proceeding, information necessary for judicial review of the maintaining authority's decision.

VEHICLES — SIZE, WEIGHT AND LOAD 348.29

4. In making its initial determination on an application for a no-fee permit under this subsection, a municipality is not subject to the requirements under subch. V of ch. 19.

(e) 1. In this paragraph, "adverse determination" means the denial of an application for issuance or amendment of a no-fee permit under this subsection.

2. Notwithstanding s. 348.25 (9), any person aggrieved by an adverse determination by a municipality or county may obtain review of the adverse determination in the manner provided in ch. 68 or as provided under an ordinance or resolution adopted under s. 68.16. However, review of the initial determination of the municipality or county, under s. 68.09 or 68.10 or under the equivalent provision of an ordinance or resolution adopted by a municipality under s. 68.16, shall be made by, respectively, the governing body of the municipality or the county highway committee of the county. Notwithstanding ss. 19.83 (1) and 19.85 (1), any deliberation or proceeding, at a meeting of the governing body of a municipality or county or any of its committees, related to review of an adverse determination shall be conducted in closed session, with the permit applicant and any agent of the applicant present for any evidentiary hearing or argument. The municipality or county shall keep confidential all information provided by or on behalf of the permit applicant during the proceeding and this information is not open to public inspection, copying, or disclosure under s. 19.35, except that this information may be included in the written decision provided to the permit applicant or applicant's agent and may be disclosed in any court proceeding for judicial review of the decision.

3. Any person aggrieved by an adverse determination by the department may petition as provided in s. 348.25 (9).

History: 1973 c. 157, 316; 1973 c. 333 s. 190m; 1973 c. 336; 1975 c. 25, 285; 1977 c. 29 ss. 1488m, 1654 (8) (a); 1977 c. 30 s. 5; 1977 c. 191, 197, 272, 273, 418; 1979 c. 34, 315, 326; 1981 c. 20, 69, 163, 215, 391; 1983 a. 78 ss. 32 to 35, 37; 1983 a. 529; 1985 a. 29 s. 3202 (3); 1985 a. 202, 212; 1987 a. 27; 1989 a. 31, 35, 130, 305; 1991 a. 258; 1993 a. 62, 439; 1995 a. 113, 163, 227, 347, 348; 1997 a. 27, 35, 237; 1999 a. 85; 2001 a. 16; 2003 a. 210, 241; 2005 a. 119, 167, 250; 2007 a. 11, 16, 171; 2009 a. 28, 222, 229; 2011 a. 20, 32, 53, 55, 56, 58, 59, 117, 243; 2013 a. 20, 34, 48; 2013 a. 165 ss. 76, 114; 2013 a. 216, 377; 2015 a. 15, 55, 232, 360; 2017 a. 21, 59, 100, 299; 2019 a. 68, 146; 2021 a. 171.

Cross-reference: See also chs. Trans 230 and 250, Wis. adm. code. That the Department of Transportation issues, denies, suspends, and revokes permits under this section does not deny a sheriff deputy's authority to issue a citation for a violation of this section. *County of Milwaukee v. Superior of Wisconsin, Inc.*, 2000 WI App 75, 234 Wis. 2d 218, 610 N.W.2d 484, 98–2851.

Municipalities do not have the authority to regulate, by permit or license, vehicles that have been issued permits by the Department of Transportation under sub. (9r). OAG 1–18.

348.28 Permits to be carried. (1) (a) Permits issued under ss. 348.25, 348.26 and 348.27, other than a permit described in s. 348.27 (19) (b) 5. b., shall be carried on the vehicle during operations so permitted.

(b) Permits issued under s. 348.27 (19) that are required to be carried on the vehicle under par. (a) may be carried and produced in either printed or electronic format, including by display of electronic images on a cellular telephone or other electronic device. If the permit is displayed in electronic format on any cellular telephone or other electronic device, a traffic officer or inspector under s. 110.07 (3) may not view, and producing the permit in electronic format is not considered consent for the traffic officer or inspector to view, any content on the telephone or other device except the permit.

(2) Any person violating this section may be required to forfeit not less than \$10 nor more than \$20 for the first offense and not less than \$25 nor more than \$50 for the 2nd and each subsequent conviction within one year.

History: 1971 c. 278; 1985 a. 202 s. 37; 2005 a. 250; 2007 a. 171; 2011 a. 55, 56, 58, 243; 2013 a. 377; 2017 a. 59.

348.29 Weight limitations for certain permits. Notwithstanding s. 348.15 (3) (c), for any vehicle or vehicle combination operating under a permit issued under s. 348.26 (8) or 348.27 (17), the gross weight imposed on the highway by any group of 6 or more consecutive axles of a vehicle or combination of vehicles may not exceed the maximum gross weights in the following table

348.29 VEHICLES — SIZE, WEIGHT AND LOAD

for each of the respective distances between axles and the respective numbers of axles of a group: [See Figure 348.29 following]

Figure 348.29:

Distances in feet between foremost and rearmost axles of a group	Maximum gross weight in pounds on a group of—		
	6 consecutive axles of any combination of vehicles having a total of 6 or more axles	7 consecutive axles of a 7-axle vehicle or of any vehicle or combination of vehicles having a total of 7 or more axles	8 consecutive axles of a 8-axle vehicle or of any vehicle or combination of vehicles having a total of 8 or more axles
28			82,000
29			82,500
30			83,000
31			83,500
32			84,500
33			85,000
34			85,500
35		80,500	86,000
36		81,000	86,500
37		81,500	87,000
38		82,000	87,500
39		82,500	88,500
40		83,500	89,000
41		84,000	89,500
42		84,500	90,000
43		85,000	
44	80,500	85,500	
45	81,000	86,000	
46	81,500	87,000	
47	82,000	87,500	
48	83,000	88,000	
49	83,500	88,500	
50	84,000	89,000	
51	84,500	89,500	
52	85,000	90,000	
53	86,000		
54	86,500		
55	87,000		
56	87,500		
57	88,000		
58	89,000		
59	89,500		
60	90,000		

History: 2011 a. 55.

348.295 Weight limitations for certain permits. Notwithstanding s. 348.15 (3) (c), for any vehicle or vehicle combination operating under a permit issued under s. 348.27 (18), the

gross weight imposed on the highway by any group of 6 or more consecutive axles of a vehicle or combination of vehicles may not exceed the maximum gross weights in the following table for each of the respective distances between axles and the respective numbers of axles of a group: [See Figure 348.295 following]

Figure 348.295:

Distances in feet between foremost and rearmost axles of a group	Maximum gross weight in pounds on a group of—		
	6 consecutive axles of any combination of vehicles having a total of 6 or more axles	7 consecutive axles of a 7-axle vehicle or of any vehicle or combination of vehicles having a total of 7 or more axles	8 consecutive axles of a 8-axle vehicle or of any vehicle or combination of vehicles having a total of 8 or more axles
28			82,000
29			82,500
30			83,000
31			83,500
32			84,500
33			85,000
34			85,500
35		80,500	86,000
36		81,000	86,500
37		81,500	87,000
38		82,000	87,500
39		82,500	88,500
40		83,500	89,000
41		84,000	89,500
42		84,500	90,000
43		85,000	
44	80,500	85,500	
45	81,000	86,000	
46	81,500	87,000	
47	82,000	87,500	

25 Updated 21–22 Wis. Stats.

VEHICLES — SIZE, WEIGHT AND LOAD 348.295

Distances in feet between foremost and rearmost axles of a group	6 consecutive axles of any combination of vehicles having a total of 6 or more axles	7 consecutive axles of a 7–axle vehicle or of any vehicle or combination of vehicles having a total of 7 or more axles	8 consecutive axles of a 8–axle vehicle or of any vehicle or combination of vehicles having a total of 8 or more axles
48	83,000	88,000	
49	83,500	88,500	
50	84,000	89,000	
51	84,500	89,500	
52	85,000	90,000	
53	86,000		
54	86,500		
55	87,000		
56	87,500		
57	88,000		
58	89,000		
59	89,500		
60	90,000		

History: 2011 a. 56 s. 9; 2013 a. 165 s. 114.



Report to Community Life, Infrastructure and Public Property Committee

Agenda Item: Discuss & Take Act: Alternate Emergency Access - Request for Proposals – Village Board

Meeting Date: November 6, 2023

Referring Body: N/A

Committee Contact: Christopher Eiden, Committee Chair

Staff Contact: TBD by Committee/Village Board

Report Prepared by: Kim Manley, Interim Administrator

AGENDA ITEM: Discuss and Action On Alternate Emergency Access – Request for Proposals

OBJECTIVE(S): To ask the Village Board to approve the funding for a professional firm to be hired to work on and explore the concerns on emergency access along the rail corridor/Old Highway 51 area. Hold public meetings, work with the residents, businesses, rail and village.

HISTORY/BACKGROUND: The concern over developed areas being blocked for emergency access.

PROPOSAL: Request the Village Board to authorize the release of requests for proposals and authorize funding for a study of the emergency access concerns along the rail corridor/Old Highway 51. (Note: A small placeholder has been inserted into the 2024 budget for funding)

RECOMMENDED ACTION: To be recommended to Village Board.

FINANCIAL

Financial Consideration/Action: The 2024 budget contains a small placeholder of funds to help facilitate the study, if approved by the Village Board. It is not the actual dollar amount as that would be unknown until an actual proposal is accepted.

FUNDING SOURCE:

Account Number/Title:	General Fund; Non-Recurring Operating Expenses
Current Adopted Budget:	\$ 13,850.00 Proposed in 2024 Operating Budget
Spent to Date:	\$ n/a
Remaining Budget:	\$ n/a
Requested Amount:	
Remainder of Budgeted Amount, if approved:	

ATTACHMENTS:

- i. Evaluate and consider a wayfinding program for community facilities and landmarks

Public Safety

Goal: The Village will provide cost-effective and high-quality public safety services. (SWOT)

- a. Continue to be an area with a low crime rate
- b. Work to reduce public safety response impact of CN Railroad tracks west of Old Highway 51 (SWOT)
- c. Explore alternate/emergency routes to provide prompt arrival of emergency services
- d. Seek transportation connections to limit the dead-end cul-de-sacs
- e. Develop a long-term plan for the future of the Kronenwetter Fire Department (SWOT)
- f. Explore partnerships with area fire departments and districts
- g. Develop a recruitment process in order to bring on and retain Fire Department members
- h. Mitigate the heroin and methamphetamine epidemics in Marathon County through evidence based practices
- i. Plan for appropriate disaster mitigation preparedness, response, and recovery



Report to Community Life, Infrastructure and Public Property Committee

Agenda Item: Discuss and Consider Alternate Emergency Access
Meeting Date: October 2, 2023
Referring Body: N/A
Committee Contact: Christopher Eiden, Committee Chair
Staff Contact: Interim Administrator/Fire Chief
Report Prepared by: Kim Manley, Interim Administrator

AGENDA ITEM: Discuss and Consider Alternate Emergency Access

OBJECTIVE(S): To create a route for emergency vehicles to access properties along Highway 51 corridor that may be blocked by train traffic.

Contacting the power plant, it was discovered that the plant has put in a 4-mile loop around the plant so the train traffic relative to the plant does not have to sit on the rail outside of the plant. The 4-mile loop will easily take up the entire length of the trains that the plant receives. The speed limit in the plant area is 10 mph so that does mean the trail will slow as it enters the plant. It also means that at the speed leaving the plant will be the same mph until is outside the plant will the train reach its intended mph rate. (see photo)

The entire length of the area being discussed is roughly 1.02 miles. This area consists of a multi-use path that the Village installed in or around 2015. It is paved with gravel shoulders, paved 10' wide and of a depth that it can be maintained/plowed, etc. by the Village with Village vehicles. The path runs between the developed areas of the Village from Cedar Road to West Flanner, however, with the wooden bridge on the south end this area (West Flanner) is being excluded from this discussion. The area being considered is from Cedar Road to West Nelson Road. The Village has a 66 ft. easement through this entire area as well.

Staff met on sight to look at the area and it was determined that the fire truck (8' 3" width chassis requirement) and an ambulance (9' width requirement) could travel this path, access in/out points at both ends (West Nelson and Cedar Road). The ladder truck would be the only fire truck that would not be able to travel this due to its length and turning radius.

In discussion with the Public Works Department there is one sign post that would need to be moved to the other side of the trail and they would have to, if this is approved, plow the area off of West Nelson Road in the winter. The anticipated extra time to plow is 1.5 hours per plow. Looking at the loaded wages for plowing that would equate to an estimate ranging from \$68 to \$75 per hour extra per plow depending on the operator.

While this is not a "perfect" fix to the problem at hand the hope is it will provide emergency vehicles the ability to access these areas if for some reason any of the roadways in this area are blocked for whatever reason.

HISTORY/BACKGROUND: The concern over developed areas being blocked for emergency access.

PROPOSAL: Authorize the Village's Fire, EMS and Police Departments the ability to use this as an access to the developed areas along Old Highway 51 that could be blocked in by train activity

Section 5, ItemK.

RECOMMENDED ACTION: To be recommended to Village Board.

FINANCIAL

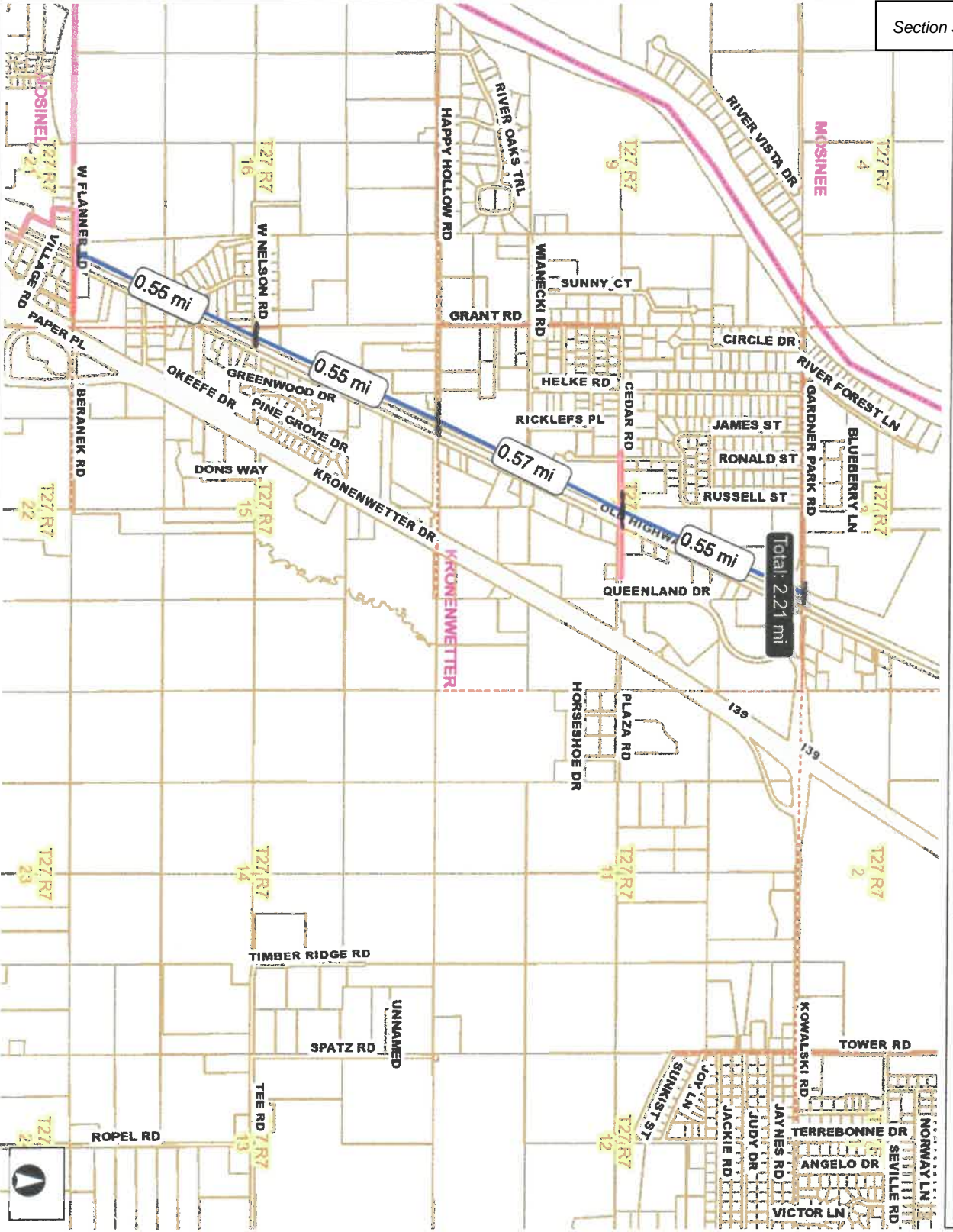
Financial Consideration/Action: If the Committee recommends this move forward to Village Board. The cost of signage, moving the sign post and any snow plowing in 2023 would come from the public works/public safety budgets.

FUNDING SOURCE:

Account Number/Title: See attached.
Current Adopted Budget: \$
Spent to Date: \$
Remaining Budget: \$
Requested Amount: See attached.
Remainder of Budgeted Amount, if approved:

ATTACHMENTS:

- Map of Trail Area
- Photo of Power Plant
- Estimated Costs
- Financial Statements for Accounts Affected



1,065.51 0 1,065.51 Feet

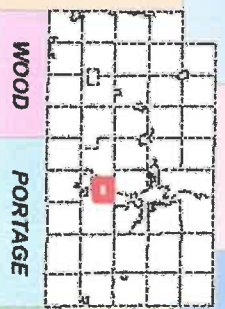


NAD_1983_HARN_WISCRS_Marathon_County_Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

THIS MAP IS NOT TO BE USED FOR NAVIGATION.

TAYLOR LINCOLN



WOOD PORTAGE

Legend

- Road Names
- Parcels
- Parcel Lot Lines
- Section Lines/Numbers
- Right Of Ways
- Named Places
- Municipalities

Starts & Ends

Notes



TRAIN Loop

Estimated Costs – Alternate Emergency Access

Move Public Sign & Post: \$132.00

Account: Road Signs #100-53000-311-358
2023 Adopted Budget: \$4,245.00
2023 Spent to Date: - 203.40
Remainder: \$4,041.60
Estimated Cost: - 132.00
Remainder After Cost: \$3,909.60

Snow Plowing – Estimated (4 plows before 12/31/23)

Labor: \$68 to \$75 – loaded wages \$408.00 to \$450.00

Account: Wages; PW #100-53000-311-110
2023 Adopted Budget: \$310,578.80
2023 Spent to Date: - 226,426.71
Remainder: \$ 84,152.09
Estimated Cost: - 450.00
Remainder After Cost: \$ 83,702.09

VILLAGE OF KRONENWETTER
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
100-53000-300-000	ENGINEERING COSTS	.00	.00	50,000.00	50,000.00 .0
100-53000-301-000	STORMWATER PERMIT REQUIREMENTS	.00	.00	1,200.00	1,200.00 .0
100-53000-302-110	SALARIES & WAGES - PW DIRECTOR	65.75	18,525.22	32,390.00	13,864.78 57.2
100-53000-302-111	FICA TAX - PW DIRECTOR	.00	1,338.30	2,477.00	1,138.70 54.0
100-53000-302-131	EAP FRINGE - PW DIRECTOR	6.75	20.25	27.00	6.75 75.0
100-53000-302-152	RETIREMENT (WRS) - PW DIRECTOR	.00	893.33	2,202.00	1,308.67 40.6
100-53000-302-154	HEALTH INSURANCE - PW DIRECTOR	.00	11,827.02	10,765.86	(1,061.16) 109.9
100-53000-302-322	PHONE EXPENSE - PW DIRECTOR	.00	80.00	480.00	400.00 16.7
100-53000-302-330	MILEAGE - PUBLIC WORKS	.00	96.28	1,500.00	1,403.72 6.4
100-53000-302-340	SCHOOLING, TRAINING	.00	1,102.82	1,500.00	397.18 73.5
100-53000-311-110	SALARIES & WAGES - PW	12,239.10	226,426.71	310,578.80	84,152.09 72.9
100-53000-311-130	PW EMPLOYEES PHYSICALS	.00	227.75	300.00	72.25 75.9
100-53000-311-137	PW CREW EAP FRINGE	33.75	101.25	135.00	33.75 75.0
100-53000-311-151	FICA - PW	905.42	16,069.13	23,761.00	7,691.87 67.6
100-53000-311-152	RETIREMENT - PW	832.25	14,215.07	21,005.00	6,789.93 67.7
100-53000-311-154	HEALTH INSURANCE - PW	3,632.40	70,500.86	83,109.00	12,608.14 84.8
100-53000-311-340	WORKSHOPS & TRAINING	.00	.00	500.00	500.00 .0
100-53000-311-342	SALT/BRINE	109,791.41	165,013.20	175,000.00	9,986.80 94.3
100-53000-311-344	PATCHING MATERIAL-ASPHALT	.00	45,297.53	30,000.00	(15,297.53) 151.0
100-53000-311-345	SEAL COATING	213,800.12	238,405.30	235,000.00	(3,405.30) 101.5
100-53000-311-346	CRACKFILLING	.00	44,998.80	45,000.00	1.20 100.0
100-53000-311-347	PAVEMENT MARKING	12,505.85	12,505.85	20,000.00	7,494.15 62.5
100-53000-311-348	GRAVEL & ROAD BASE	760.10	(4,889.43)	25,000.00	29,889.43 (19.6)
100-53000-311-349	CAPITAL - ROAD IMPROVEMENTS	.00	8,280.63	90,000.00	81,719.37 9.2
100-53000-311-357	CULVERTS	1,129.76	7,235.17	15,000.00	7,764.83 48.2
100-53000-311-358	ROAD SIGNS	.00	203.40	4,245.00	4,041.60 4.8
100-53000-311-359	BRIDGE INSPECTIONS	.00	.00	3,000.00	3,000.00 .0
100-53000-311-360	STORM WATER	.00	2,500.00	2,500.00	.00 100.0
100-53000-311-380	EQUIPMENT; REPAIRS/MAINTENANCE	9,712.75	51,779.42	54,000.00	2,220.58 95.9
100-53000-311-381	TRAFFIC SIGNAL MAINT. & REPAIR	.00	4,780.24	6,500.00	1,719.76 73.5
100-53000-311-384	PWKS; FUEL & OIL CHANGES	229.93	46,948.53	54,414.00	7,465.47 86.3
100-53000-311-814	EQUIPMENT RENTAL FEES	.00	61,369.65	47,000.00	(14,369.65) 130.6
100-53000-311-815	PW NON-RECURRING OPER EXPENSE	.00	25.00	.00	(25.00) .0
100-53000-312-326	GARAGE UTILITIES	.00	10,243.21	11,500.00	1,256.79 89.1
100-53000-312-329	UNIFORMS & SAFETY EQUIPMENT	312.04	3,270.81	4,500.00	1,229.19 72.7
100-53000-312-354	OFFICE SUPPLIES	.00	96.76	265.00	168.24 36.5
100-53000-312-355	WINTER MAINT-PLOW BLADES ETC	.00	7,718.03	8,000.00	281.97 96.5
100-53000-312-356	WINTER DAMAGE-PRIVATE PROPERTY	.00	45.00	150.00	105.00 30.0
100-53000-314-320	GARAGE SUPPLIES & EXPENSES	786.98	16,018.88	12,000.00	(4,018.88) 133.5
100-53000-314-422	WEATHER SIRENS	.00	.00	1,000.00	1,000.00 .0
100-53000-315-420	STREET LIGHTING	3,541.26	35,877.01	50,000.00	14,122.99 71.8
100-53000-620-315	RECYCLING EXPENSES	10,081.68	85,922.12	134,089.00	48,166.88 64.1
100-53000-620-317	YARD WASTE SITE EXP	.00	2,500.00	.00	(2,500.00) .0
100-53000-620-320	SOLID WASTE COLLECTION EXPENSE	19,477.92	214,602.22	366,512.00	151,909.78 58.6
100-53000-938-000	PUBLIC WORKS INSURANCE	.00	22,415.14	40,000.00	17,584.86 56.0
TOTAL PUBLIC WORKS		399,845.22	1,444,586.46	1,976,605.66	532,019.20 73.1



Report to Community Life, Infrastructure and Public Property Committee

Agenda Item: Discuss & Act On: Guide Naming of Public Properties & Facilities

Meeting Date: November 6, 2023

Referring Body: Village Board

Committee Contact: Christopher Eiden, Committee Chair

Staff Contact: TBD by Committee/Village Board

Report Prepared by: Kim Manley, Interim Administrator

AGENDA ITEM: Discuss and Act on the naming of public properties and facilities guide.

OBJECTIVE(S): Referred back from Village Board meeting.

HISTORY/BACKGROUND: Guide prepared and submitted to Village Board for approval.

PROPOSAL: Village Board discussed at length the use of words in criteria like suitable, symbolic, uncontroversial. Also concern over people wanting to donate – do we accept everything? Referred back to the CLIPP for further discussion.

RECOMMENDED ACTION: To be reviewed – after the recent Village Board meeting - question on if it even goes back to the Village Board as the community shelter/park shelter/athletic field agreements were turned back to the CLIPP Committee and given sole discretion. This needs to be confirmed.

FINANCIAL

Financial Consideration/Action: None.

FUNDING SOURCE:

Account Number/Title: n/a

Current Adopted Budget: \$ n/a

Spent to Date: \$ n/a

Remaining Budget: \$ n/a

Requested Amount:

Remainder of Budgeted Amount, if approved:

ATTACHMENT: Current Draft of Guide to Naming Facility & Park

VILLAGE OF KRONENWETTER

GUIDE TO NAMING PUBLIC FACILITIES AND PARKS

This guide is intended to create a consistent method where public parks, recreational facilities or public buildings can be named. This guide recognizes that the Village Board has given the responsibility to the Community Life, Infrastructure and Public Property Committee to propose a name(s) to the Village Board. It is understood that the Village Board has the final approval concerning any recommendation for the name of any park, recreational facility or public building.

DEFINITIONS:

Amenities: Smaller furnishing or facilities in a park or public setting such as benches, drinking fountains, gazebos, tables, picnic areas, etc.

Donation: A gift of property, goods, cash or in-kind service that has no expectation of return. If the gift is contingent upon a special request it is made subject to approval based on that "condition" for receiving the gift.

Major Feature: Sports fields, tennis courts, playgrounds, shelters, fountains, artwork, public building or facility or other physical attraction or natural attraction with distinctive features.

Naming Request: A proposal from an individual or entity to name any of the amenities, parks or major features of the Village.

Park: Traditionally designed or existing parks, gardens or other natural open spaces that the Village maintains.

CRITERIA

List what is not wanted?

The purpose of naming a facility or park should be reserved for those names that ensure a worthy and enduring legacy for the Village and the facility being named.

IDEAS:

The Committee will work to select names that are purposeful, suitable, symbolic, uncontroversial and comply with this guide. *VB approving.*

Who decides?
out?

If possible, name shall be adopted before dedication of a facility or before development begins of a new facility. (~~Cottage Grove, Marshfield~~)

Historic Events/People

Outstanding Individual – the intent is to honor an individual who has had a significant impact on the Village of Kronenwetter during their life. The individual does not have had to give land or other types of donations in order that their name or family name be considered in the naming of a facility.

TYPES OF DONATIONS

A Major Donation is: (any one of the following)

Donation of land for park or facility is deeded to the Village.

Contribution of a minimum of 50% or more of the capital construction costs associated with the development of the park and/or facility.

Establishment of an ongoing endowment for the continued maintenance and/or programming of the facility.

A Minor Donation is:

Donation of smaller furnishings such as benches, tables, drinking fountains, picnic areas.

Contribution of a plaque to place on the donation.

Willingness to provide for future maintenance, not necessary for donation.

Please note the lists of donations is not meant to be all inclusive!

*Ken - Concern -
who can + what?
Accept / reject language?*

NAMING OR RENAMING REQUESTS – MAJOR DONATIONS

- 1.) All requests for naming shall be submitting in writing to the Village Administrator to take to the Committee for consideration and then recommendation to the Village Board.
- 2.) The request shall include the following minimum information:
 - a.) A map or description showing the location and boundaries, if applicable, of the park or facility.
 - b.) The justification for wanting to name the facility or park.
 - c.) The proposed name and why this name would be suited for this facility or park.

CONSIDERATIONS FOR THE COMMITTEE

- 1.) Is there support within the community to rename or name this facility or park?
- 2.) Is this name following the criteria set forth in the guide?

PUBLIC INFORMATION

The Committee shall hold a public informational meeting to consider any naming or renaming request. A Class I Public Hearing notice shall be used to post the meeting along with the normal methods used by the Clerk. The meeting will be held to solicit input from the citizens regarding the request to rename or name a facility or park.

After the public information meeting the Committee shall consider the name as requested and provide a recommendation to the Village Board. The Village Board who, in its sole discretion, shall consider and take final action on any recommendation as brought forward by the Committee.



Report to Community Life, Infrastructure & Public Property Committee (CLIPP)

Agenda Item: Municipal Center Roof Repair & Replacement Project
Meeting Date: November 6, 2023
Referring Body: N/A
Committee Contact: Chris Eiden, Committee Chair
Staff Contact: Leonard Ludi, Director of Public Works
Pete Wagner, Community Development Director
Report Prepared by: Leonard Ludi, Director of Public Works

AGENDA ITEM: Review of Recommendation to Award the Municipal Center Roof Repair & Replacement Project and Identify Funding Source for Shortfall.

OBJECTIVE(S): Remedy for hail damage to the entire Municipal Center Facility roof. An insurance claim was filed with the Village’s insurance carrier and moneys were approved to assist the Village with the repair and replacement of the entire facility’s roofing system

Bids were solicited from local roofing contractors. Because the bids came in so off center from a specific scope of work, a scope of work was developed to level the bids and asked the contractors to rebid the project. The scope of work established was for the repair and replacement of the Municipal Building roofing system with comparable asphalt shingles to the existing. The bid proposal for the asphalt shingle scope of work line up as follows:

- Wausau Roofing and Siding Company Bid: \$144,751.00 (10-year warranty)
- Walk by Faith Roofing and Remodeling Bid: \$246,050.00 (25-year warranty)
- CW Customer Exteriors LLC Bid: \$174,525.00 (10-year warranty)

It was thereafter request that the PWD request bids for a metal shingle specification in order to have comparative of bids of both metal shingle bids (with a longer warranty) verses the asphalt shingle solution. The bid proposal for the metal shingle scope of work, with a (50-year) warranty line up as follows:

- Walk by Faith Roofing and Remodeling Bid: \$377,210.00 (50-year warranty)
- C&C Services Bid: \$346,500.00 (50-year warranty)
- CW Custom Exteriors Bid: \$382,092.92 (50-year warranty)

With the insurance company budget to fund the project at approximately \$114,000 and the lowest bidder for asphalt shingle scope of work coming in at \$144,751.00 the budget off by approximately \$30,751. In addition to this, and due to the nature of the project, a contingency of \$14,475.00 (10%) will be needed for additional decking and penetration repairs, to include \$5,790.00 (4%) allowance for unforeseen conditions. The total budget needed to award the lowest bidder (Wausau Roofing and Siding Company) is \$165,016.00.

HISTORY/BACKGROUND: Hail damage occurred and confirmation of insurance claim funding was approved thereafter. Final asphalt bids were received September 29, 2023 and final metal shingle bids were received on October 16, 2023. Both bids expire in 30 days of the bid date.

PROPOSAL: Identify funding source for shortfall of insurance funding and recommend award the Municipal Center Roof Repair & Replacement Project to Wausau Roofing and Siding Company for \$144,751.00, which will need a down payment of \$72,375.50 to get starting. Due to the proposal expiration of October 25, 2023 there may be a need to adjust the prices, pending any proposed pricing updates by the contractor.

RECOMMENDED ACTION: To be determined by Committee, if a funding source be identified for the shortfall of insurance proceeds and recommended the Village Board award Wausau Roofing and Siding Company for \$144,751.00, which will need a down payment of \$72,375.50 to get starting. This would thereby be presented to the Village Board for Final approval.

FINANCIAL

Financial Consideration/Action: At this time premiums are not available for 2024. Placeholder for the 2024 budget is below.

FUNDING SOURCE: To be determined

Account Number/Title: #100-52000-120-231

Current Adopted Budget: \$ TBD – 2024 Budget Item = \$120,150.00 Placeholder

Spent to Date: \$ N/A

Remaining Budget: \$ N/A

Requested Amount: \$ N/A

Remainder of Budgeted Amount, if approved:

ATTACHMENTS/PACKET:

1. Combine Roof Bid Proposal Packet
2. Insurance Claim Financials

Asphalt Roofing Bid Comparative

- Wausau Roofing and Siding Company

Bid: \$144,751

Cost Per Sq. Ft. \$4.22

Total Sq. Ft. Bid: 34,300 Sq. Ft
10-year Warranty

- Walk by Faith Roofing and Remodeling

Bid: \$246,050

Cost Per Sq. Ft. \$7.90

Total Sq. Ft. Bid: 31,129 Sq. Ft
25-year Warranty

- CW Customer Exteriors LLC

Bid: \$174,525

Cost Per Sq. Ft. \$5.58

Total Sq. Ft. Bid: Sq. Ft 31,237
10-year Warranty

Metal Roofing Bid Comparative

- Walk by Faith Roofing and Remodeling

Bid: \$377,210

% Cost Per Sq. Ft. \$12.16
50-year Warranty

- C&C Services

Bid: \$346,500

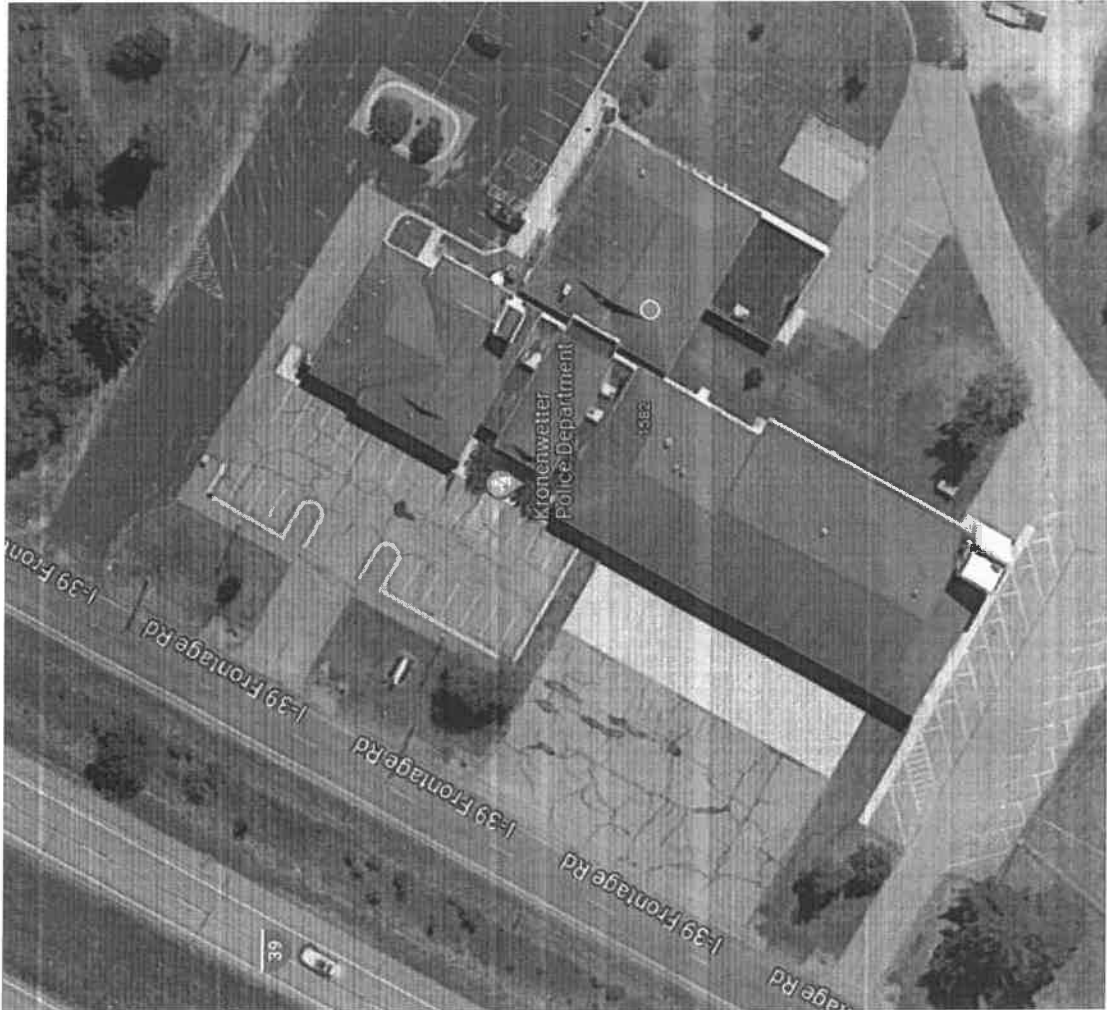
% Cost Per Sq. Ft. \$11.16
50-year Warranty

- CW Custom Exteriors

Bid: \$382,092.92

% Cost Per Sq. Ft. \$12.27
50-year Warranty

MUNICIPAL CENTER ROOF REPAIR & REPLACEMENT PROJECT



Asphalt Roof Bids

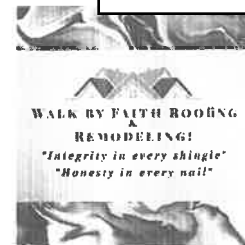
ESTIMATE

Section 5, Item M.

Walk by Faith Roofing and Remodeling

2932 Creek Valley Ln
Appleton, WI 54914

james@walkbyfaithroofing.com
+1 (920) 977-9306
WWW.WALKBYFAITHROOFING.COM



Leonard Ludi

Bill to

Leonard Ludi
Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455 US

Ship to

Leonard Ludi
Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455 US

Estimate details

Estimate no.: 0086
Estimate date: 09/19/2023 ✓
Expiration date: 11/20/2023

Material Deposit: A deposit of 50% for materials

Product or service	Amount	Amount
1. Introduction In this estimate there will be tear off, installation and repair costs.	1 unit × \$0.00	\$0.00
2. Tear off BUILDING #1-Northern most building	48 units × \$150.00	\$7,200.00
3. Check for damaged or weak decking. Estimate includes 4 sheets of 4x8 7/16 OSB decking per building----Extra sheets are billed at \$30.00 per sheet	1 unit × \$0.00	\$0.00
4. Metal edge 2x2 True size drip edge and gutter apron. Price included in shingle price----20 pcs	1 unit × \$0.00	\$0.00
5. Install ice and water shield Install a moisture barrier in valleys and on rake edges----sold by the roll	4 units × \$150.00	\$600.00
6. Install synthetic underlayment Purchased by the roll----price included in shingle price----8 rolls		\$0.00
7. Install Dimensional Laminate shingle sold by the bundle---168 bundles starter strip-----305 Linear feet sold by the bundle--13 bundles Hip and ridge cap--- 250 linear feet of hip and ridge cap--10 bundles 6 boxes of collated roll roofing nails	56 units × \$750.00	\$42,000.00
8. Re-Use all plumbing and pipe vents. Re-use all plumbing and pipe vents. Spray with rust inhibitor.		\$500.00

9.	Total for Building #1 is \$50,300.00		
10.	Tear off	18 units × \$150.00	\$2,700.00
11.	Check for damaged or weak decking. BUILDING #2 Lobby / #5	1 unit × \$0.00	\$0.00
12.	Misc. Multiple repairs to EPDM Rubber Roofing material		\$4,000.00
13.	Tear off BUILDING #3---Garage Roof area	114 units × \$150.00	\$17,100.00
14.	Check for damaged or weak decking. The estimate includes 4 sheets of 4x8 OSB decking---extras are billed at \$30 per sheet	1 unit × \$0.00	\$0.00
15.	Metal edge 2x2 True size drip edge and gutter apron--Price included in shingles---52 pcs	1 unit × \$0.00	\$0.00
16.	Install Ice and water shield Install a moisture barrier in valleys and on rake edges---	16 units × \$150.00	\$2,400.00
17.	Install synthetic underlayment Purchased by the roll. included in shingle price --- 26 rolls		\$0.00
18.	Install Dimensional Laminate shingle sold by the bundle---393 bundles starter strip----- 550 Linear feet sold by the bundle--22 bundles Hip and ridge cap--- 300 linear feet of hip and ridge cap--25 bundles 10 boxes of collated roll roofing nails	131 units × \$750.00	\$98,250.00
19.	Re-Use all plumbing and pipe vents. Re-use all plumbing and pipe vents. Spray with rust inhibitor.		\$250.00
20.	Total cost for Building #3 is \$118,000.00		\$0.00
21.	Tear off BUILDING #4 Offices	69 units × \$150.00	\$10,350.00
22.	Check for damaged or weak decking. Estimate includes 4 sheets of 4x8 7/16 OSB decking---extras are billed at \$30 each	1 unit × \$0.00	\$0.00
23.	Metal edge 2x2 True size drip edge and gutter apron----included in shingle price--37 Pcs	1 unit × \$0.00	\$0.00
24.	Install Ice and water shield Install a moisture barrier in valleys and on rake edges ---	8 units × \$150.00	\$1,200.00
25.	Install synthetic underlayment Purchased by the roll included in shingle price----15 rolls		\$0.00

26.	Install Dimensional Laminate shingle sold by the bundle---237 bundles starter strip----- 350 Linear feet sold by the bundle-- 10 bundles Hip and ridge cap--- 160 linear feet of hip and ridge cap--8 bundles 8 boxes of collated roll roofing nails	79 units x \$750.00	
27.	Re-Use all plumbing and pipe vents. Total cost of Building #4 \$73,750.00		\$250.00
28.	Notice Please note the following---- 1. Gas Furnace and water heater exhaust pipes, if not correctly installed, may become dislodged during roof replacement. We highly recommend the homeowner have these connections checked by their A/C or Plumbing Service professional following new roof installation.		\$0.00
29.	Notice--2 Installing the roof requires nailing through the roof deck. Items such as conduit lines and T.V, Cable or refrigerant lines installed closer than 1 1/2 inches of the underside of roof decking shall be protected from damage by nails and other fasteners. As per the current International Commercial building code.		\$0.00
30.	Complete and seal Seal all roof penetrations. Remove and dispose of all job related debris. Provide Contractor 5 year roof installation warranty. Provide Material Manufacturers Warranty.		\$0.00
31.	Due to the sheer bulk of the project, we ask for adequate completion time to be agreed upon mutually.		\$0.00
Total			\$246,050.00

Note to customer

50% material deposit required due to size of order, prior to start of project...
 Also please allow sufficient time frame for deposit to clear so materials can be ordered and delivered.

Expiry date 11/20/2023

1582 Kronenwetter Dr, Kronenwetter, WI 54455

Report: 52697230

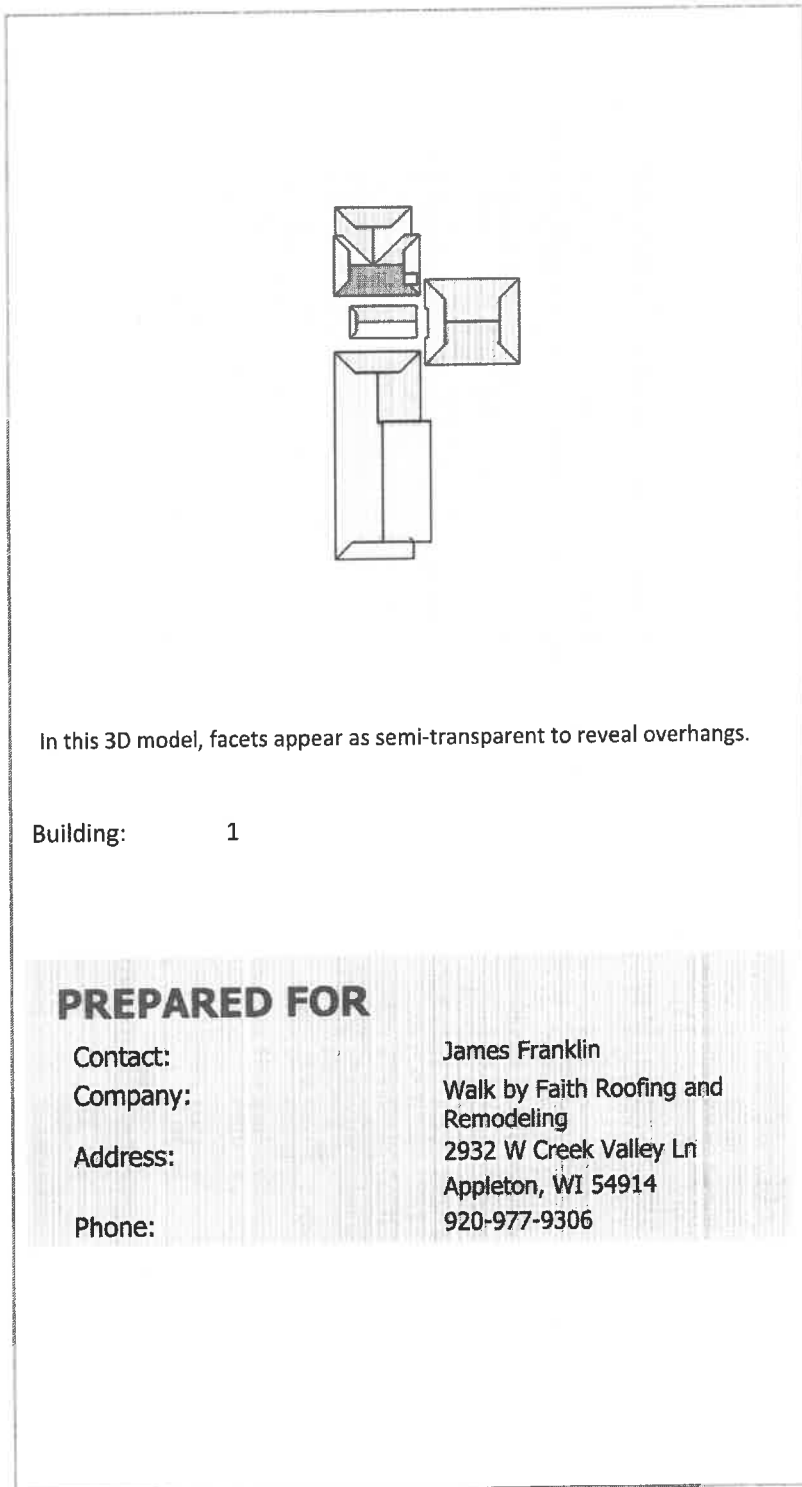


TABLE OF CONTENTS

Images1
 Length Diagram4
 Pitch Diagram5
 Area Diagram6
 Notes Diagram7
 Penetrations Diagram8
 Report Summary9

MEASUREMENTS

- Total Roof Area =31,129 sq ft
- Total Roof Facets =20
- Predominant Pitch =4/12
- Number of Stories >1
- Total Ridges/Hips =637 ft
- Total Valleys =79 ft
- Total Rakes =381 ft
- Total Eaves =1,306 ft
- Total Penetrations =22
- Total Penetrations Perimeter = 150 ft
- Total Penetrations Area = 72 sq ft

Measurements provided by www.eagleview.com



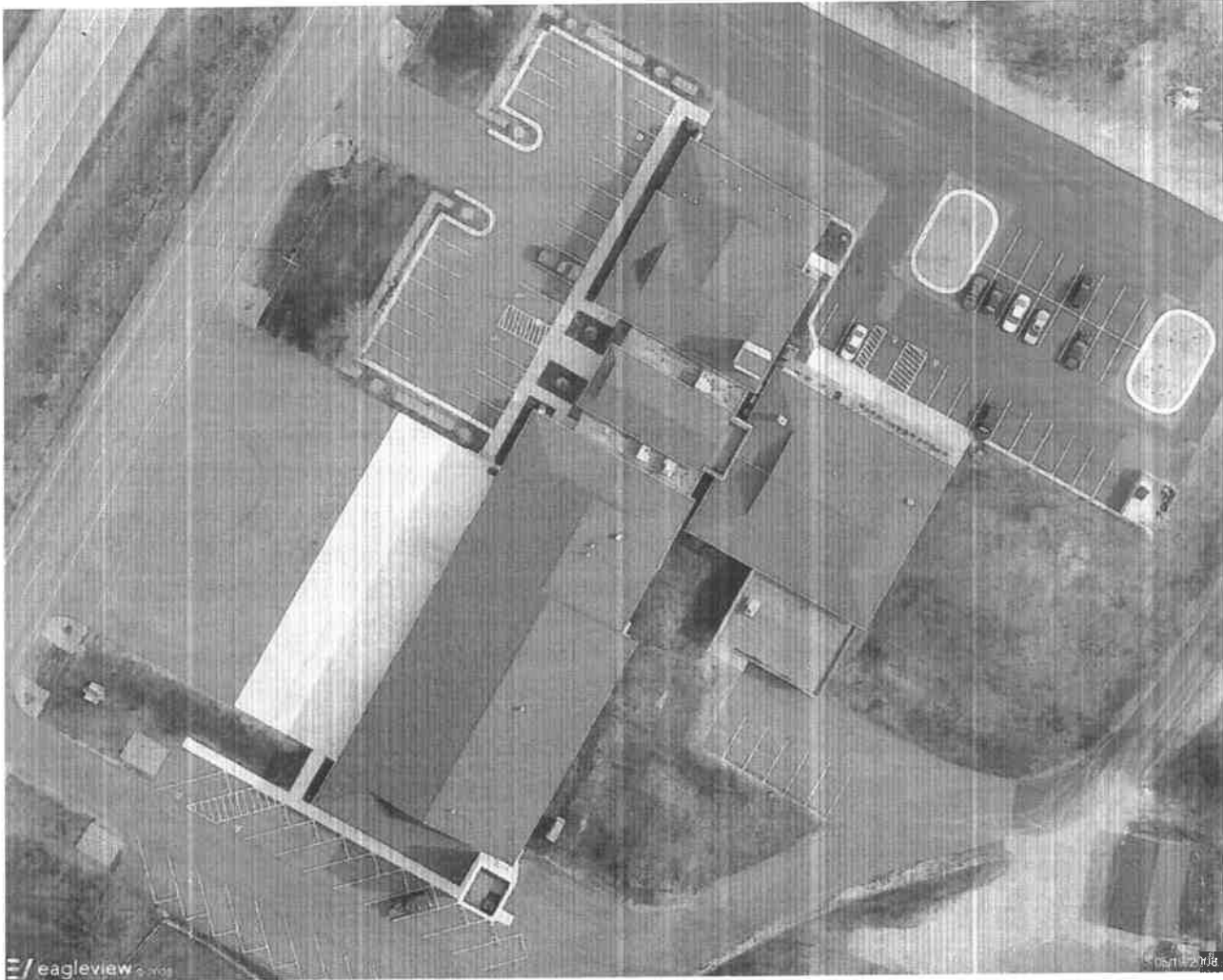
Certified Accurate

www.eagleview.com/Guarantee.aspx

IMAGES

The following aerial images show different angles of this structure for your reference.

Top View

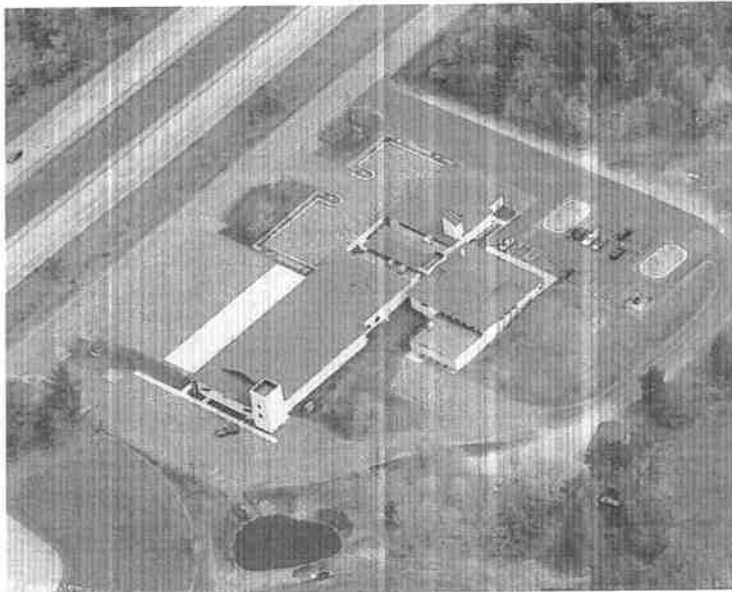


IMAGES

North Side

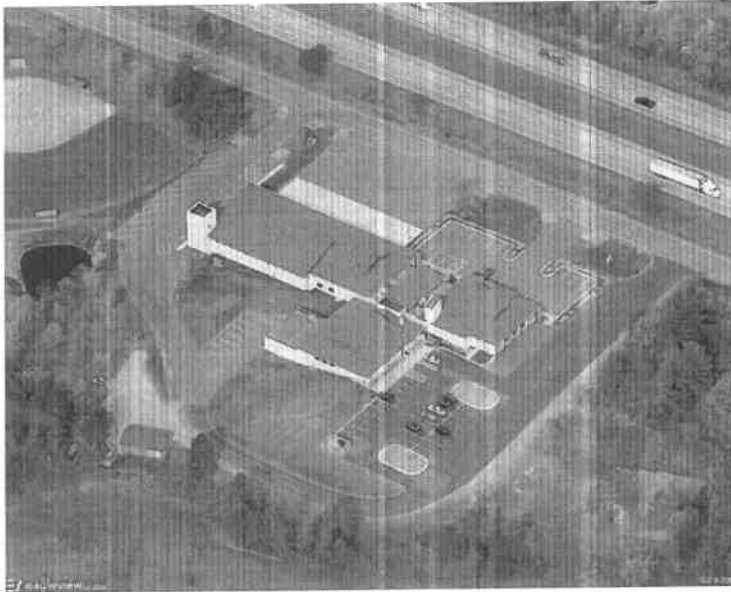


South Side



IMAGES

East Side



West Side

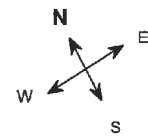
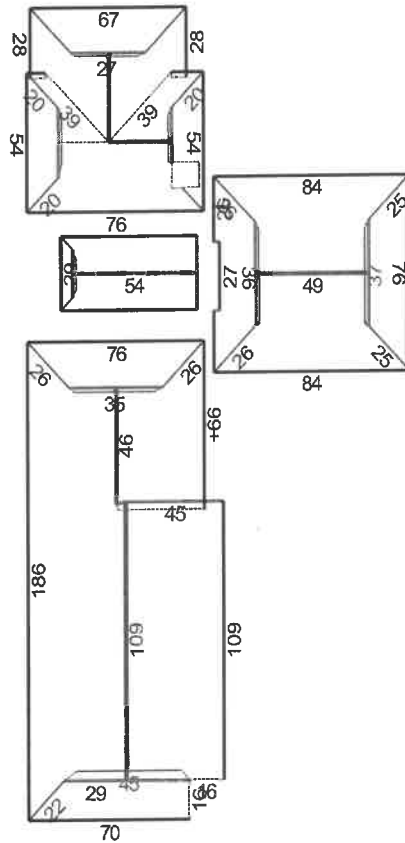


LENGTH DIAGRAM

Total Line Lengths:
Ridges = 320 ft
 Hips = 317 ft

Valleys = 79 ft
 Rakes = 381 ft
 Eaves = 1,306 ft

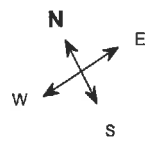
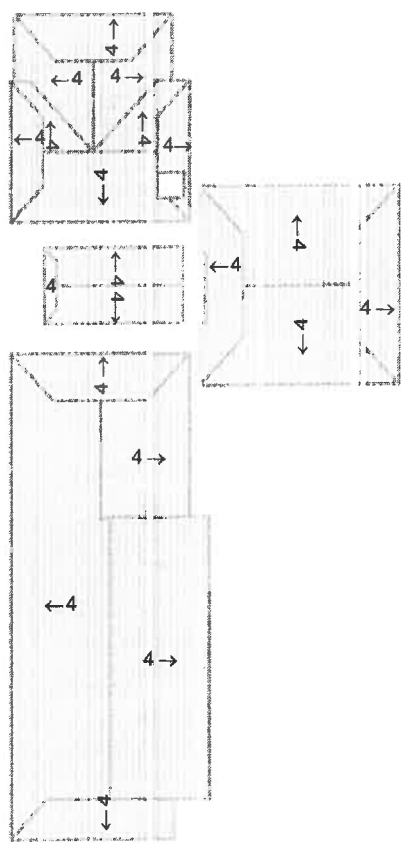
Flashing = 249 ft
 Step flashing = 171 ft
Parapets = 0 ft



Note: This diagram contains segment lengths (rounded to the nearest whole number) over 5.0 Feet. In some cases, segment labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9).

PITCH DIAGRAM

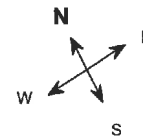
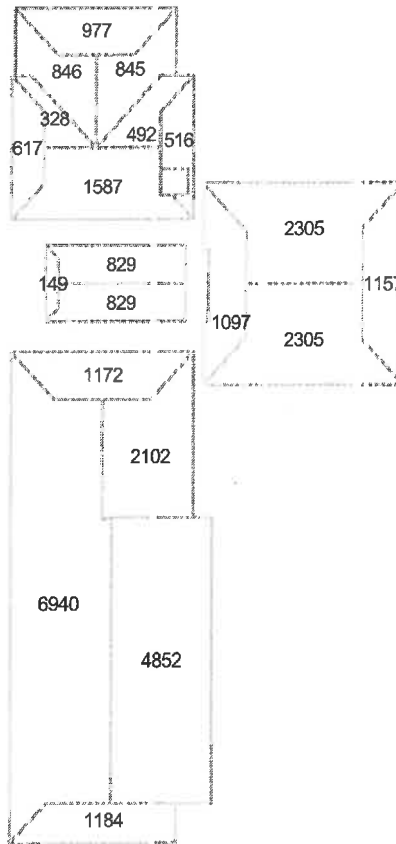
Pitch values are shown in inches per foot, and arrows indicate slope direction. The predominant pitch on this roof is 4/12



Note: This diagram contains labeled pitches for facet areas larger than 20.0 square feet. In some cases, pitch labels have been removed for readability. Blue shading indicates a pitch of 3/12 and greater.

AREA DIAGRAM

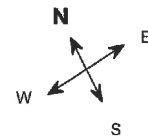
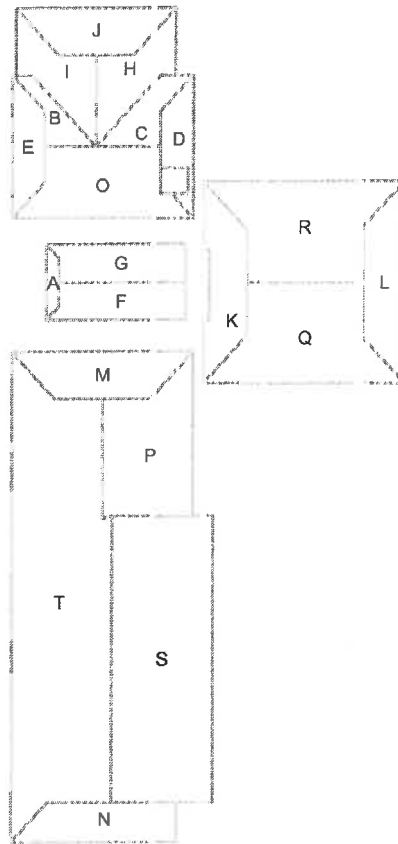
Total Area = 31,129 sq ft, with 20 facets.



Note: This diagram shows the square feet of each roof facet (rounded to the nearest Foot). The total area in square feet, at the top of this page, is based on the non-rounded values of each roof facet (rounded to the nearest square foot after being totaled).

NOTES DIAGRAM

Roof facets are labeled from smallest to largest (A to Z) for easy reference.



PENETRATIONS NOTES DIAGRAM

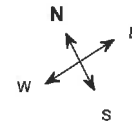
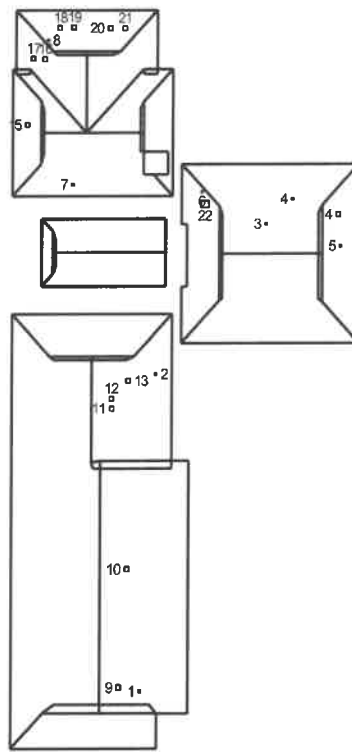
Penetrations are labeled from smallest to largest for easy reference.

Total Penetrations = 22

Total Penetrations Area = 72 sq ft

Total Penetrations Perimeter = 150 ft

Total Roof Area Less Penetrations = 31,057 sq ft



REPORT SUMMARY

All Structures

Areas per Pitch	
Roof Pitches	4/12
Area (sq ft)	31128.8
% of Roof	100%

The table above lists each pitch on this roof and the total area and percent (both rounded) of the roof with that pitch.

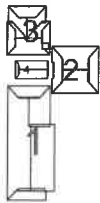
Waste Calculation Table							
Waste %	0%	10%	12%	15%	17%	20%	22%
Area (sq ft)	31,129	34,241.9	34,864.5	35,798.4	36,420.9	37,354.8	37,977.4
Squares	311.3	342.4	348.6	358.0	364.2	373.5	379.8

This table shows the total roof area and squares (rounded up to the nearest decimal) based upon different waste percentages. The waste factor is subject to the complexity of the roof, individual roofing techniques and your experience. Please consider this when calculating appropriate waste percentages. Note that only roof area is included in these waste calculations. Additional materials needed for ridge, hip, valley, and starter lengths are not included.

Penetrations	1-8	9-21	22						
Area (sq ft)	1	4	12						
Perimeter (ft)	4	8	14						

Any measured penetration smaller than 3.0x3.0 Feet may need field verification. Accuracy is not guaranteed. The total penetration area is not subtracted from the total roof area.

All Structures Totals




Total Roof Facets = 20
Total Penetrations = 22

Lengths, Areas and Pitches

Ridges = 320 ft (6 Ridges)
 Hips = 317 ft (15 Hips).
 Valleys = 79 ft (2 Valleys)
 Rakes[†] = 381 ft (24 Rakes)
 Eaves/Starter[‡] = 1,306 ft (22 Eaves)
 Drip Edge (Eaves + Rakes) = 1,687 ft (46 Lengths)
 Parapet Walls = 0 (0 Lengths).
 Flashing = 249 ft (12 Lengths)
 Step flashing = 171 ft (22 Lengths)
 Total Penetrations Area = 72 sq ft
 Total Roof Area Less Penetrations = 31,057 sq ft
 Total Penetrations Perimeter = 150 ft
 Predominant Pitch = 4/12
Total Area (All Pitches) = 31,129 sq ft

Property Location

Longitude = -89.6605102
 Latitude = 44.8244954

Notes

This was ordered as a commercial property. There were no changes to the structure in the past four years.

[†] Rakes are defined as roof edges that are sloped (not level).
[‡] Eaves are defined as roof edges that are not sloped and level.

Measurements by Structure

Structure	Area (sq ft)	Ridges (ft)	Hips (ft)	Valleys (ft)	Rakes (ft)	Eaves (ft)	Flashing (ft)	Step Flashing (ft)	Parapets (ft)
1	16250	154	74	0	149	507	80	92	0
2	6864	49	103	0	96	322	73	7	0
3	6208	62	124	79	86	330	83	64	0
4	1807	54	15	0	50	146	12	7	0

All values in this table are rounded up to the nearest Foot for each separate structure. Measurement totals displayed elsewhere in this report are added together before rounding which may cause totals to differ.

The table above lists each pitch on this roof and the total area and percent (both rounded) of the roof with that pitch.

Online Maps

Online map of property

http://maps.google.com/maps?f=q&source=s_q&hl=en&geocode=&q=1582+Kronenwetter+Dr,Kronenwetter,WI,54455

Directions from Walk by Faith Roofing and Remodeling to this property

http://maps.google.com/maps?f=d&source=s_d&saddr=2932+W+Creek+Valley+Ln,Appleton,WI,54914&daddr=1582+Kronenwetter+Dr,Kronenwetter,WI,54455

1582 Kronenwetter Dr, Kronenwetter, WI 54455

Report: 52697230

IMPORTANT LEGAL NOTICE AND DISCLAIMER**Notice and Disclaimer**

No Warranty: The Copyrighted Materials are provided to you "as is," and you agree to use it at your own risk.

EagleView Technologies makes no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from the Copyrighted Materials.

Contractors agree to always conduct a preliminary site survey to verify Roof Report ordered. In the event of an error in a Report, your sole remedy will be a refund of the fees paid by you to obtain this Report.

25 year Warrantee.

Timberline® UHDZ™ Specs

ABOUT
([HTTPS://WWW.GAF.COM/EN-US/PRODUCTS/TIMBERLINE-UHDZ](https://www.gaf.com/en-us/products/timberline-uhdz))

SPECS
([HTTPS://WWW.GAF.COM/EN-US/PRODUCTS/TIMBERLINE-UHDZ/SPECIFICATIONS](https://www.gaf.com/en-us/products/timberline-uhdz/specifications))

DOCS
([HTTPS://WWW.GAF.COM/EN-US/PRODUCTS/TIMBERLINE-UHDZ/DOCUMENTS](https://www.gaf.com/en-us/products/timberline-uhdz/documents))

VIDEOS
([HTTPS://WWW.GAF.COM/EN-US/PRODUCTS/TIMBERLINE-UHDZ/VIDEOS](https://www.gaf.com/en-us/products/timberline-uhdz/videos))

SPECIFICATIONS (ALL DIMENSIONS ARE NOMINAL)

AWARDS & RECOGNITION	Good Housekeeping Rated
\$ - \$\$\$\$	\$\$
DURABILITY & TOUGHNESS	Advanced Protection Shingle with GAF Dura Grip Adhesive
EXPOSURE	5.625" (144 mm)
EXTREME WEATHER IMPACT RATED	No
FIRE RATING	Highest Rating - Class A
MATERIAL	Fiberglass Asphalt Construction
WIND RATING	Eligible for the WindProven™ Limited Wind Warranty when installed with four required GAF accessory products
SHINGLE STYLE	Wood-Shake Look
SHINGLE TYPE	Architectural Shingles
APPROX. NAILS/SQ	256
AWARDS & RECOGNITION:	Good Housekeeping Rated
\$ - \$\$\$\$:	\$\$
DURABILITY & TOUGHNESS:	Advanced Protection Shingle with GAF Dura Grip Adhesive
EXPOSURE:	5.625" (144 mm)
EXTREME WEATHER IMPACT RATED:	No
FIRE RATING:	Highest Rating - Class A

SPECIFICATIONS (ALL DIMENSIONS ARE NOMINAL)

MATERIAL: Fiberglass Asphalt Construction

WIND RATING: Eligible for the WindProven™ Limited Wind Warranty when installed with four required GAF accessory products

SHINGLE STYLE: Wood-Shake Look

SHINGLE TYPE: Architectural Shingles

APPROX. NAILS/SQ: 256

CODES

CO_HEADING	Codes
FBC	State of Florida Approved
ICC	ESR-1475
ICC AC438	ESR-3267
MIAMI-DADE COUNTY	Miami-Dade County Product Control Approved
TDI	Meets requirements of the Texas Department of Insurance

CO_HEADING: Codes

FBC: State of Florida Approved

ICC : ESR-1475

ICC AC438: ESR-3267

MIAMI-DADE COUNTY: Miami-Dade County Product Control Approved

TDI: Meets requirements of the Texas Department of Insurance

TESTING METHODS & APPLICABLE STANDARDS

TAS 100-95 Yes

TAS 100-95: Yes

SHIPPING AND PACKAGING

APPROX. PIECES/SQ 64

APPROX. BUNDLES/SQ 3

APPROX. PIECES/SQ: 64

SHIPPING AND PACKAGING

APPROX. BUNDLES/SQ: 3

Get automatic Lifetime Protection on your entire GAF roofing system

When you install any GAF Lifetime Shingle and at least 3 qualifying GAF accessories, you'll automatically get a Lifetime limited warranty on your shingles and all qualifying GAF accessories*.





System Plus Limited Warranty



The Legal Stuff

What Is Covered/Excluded. This *System Plus Limited Warranty* covers certain GAF roofing products installed on your roof (the "GAF Products") including GAF Asphaltic Shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, GAF Cobra® Attic Ventilation Products, GAF Master Flow® Attic Exhaust Ventilation Products, GAF Master Flow™ Pivot™ Pipe Boot Flashing, and GAF-labeled Ultimate Pipe Flashing® with EasySleeve® (manufactured by Lifetime Tool® & Building Products LLC), in the unlikely event that they contain a manufacturing defect. Note: This limited warranty does not cover low-slope membranes, other Master Flow® Products, or GAF ThermaCal® Ventilated Nail Base Roof Insulation. Please go to gaf.com for a copy of the limited warranties covering these products.

How Long Your Warranty Lasts

GAF Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**
LayerLock®-labeled Timberline® Shingles	Lifetime†	50 Years	15 Years	WindProven™ Limited Wind Warranty***: No maximum wind speed. For all other installations: With Special Installation****: 130 / 209 Without Special Installation****: 110 / 175	StainGuard Plus PRO™: 30 Years StainGuard Plus™: 25 Years	StainGuard Plus PRO™ and StainGuard Plus™: 15* / 10 Years
All Other GAF Lifetime† Shingles	Lifetime†	50 Years	15 Years	With Special Installation****: 130 / 209 Without Special Installation****: 110 / 175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 15* / 10 Years StainGuard®: 1 Year
Marquis WeatherMax®	30 Years	20 Years	5 Years	80 / 130	No coverage	No coverage
Royal Sovereign®	25 Years	20 Years	5 Years	60 / 96	StainGuard®: 10 Years	StainGuard®: 1 Year
GAF Ridge Cap Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**
TimberTex®, Ridglass®, TimberCrest®	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		15 Years	With Special Installation****: 130 / 209 Without Special Installation****: 110 / 175	StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years
Seal-A-Ridge®, Seal-A-Ridge® AS	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		5 Years	90 / 144	StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years
Z® Ridge	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		5 Years	With Special Installation****: 90 / 144 Without Special Installation****: 70 / 112	StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years
GAF Starter Strip Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**
StarterMatch®	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		No coverage		StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years
All Other GAF Starter Strip Shingles	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		No coverage		No coverage	No coverage
Other GAF Accessories	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**
GAF Leak Barrier Products GAF Roof Deck Protection Products GAF Cobra® Attic Ventilation Products GAF Master Flow® Non-Powered Attic Exhaust Ventilation Products	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		No coverage		No coverage	No coverage
GAF Master Flow® Powered Attic Exhaust Ventilation Products	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof, except that Motorized, Solar, and Electronic Components and Wi-Fi connectivity (if applicable) are covered for the warranty term stated in the "GAF Master Flow® Powered Attic		No coverage		No coverage	No coverage

Note: All self-sealing shingles and ridge cap shingles, including GAF's, must be exposed to warm, sunny conditions for several days before they completely seal. Before sealing occurs, shingles and ridge cap shingles are vulnerable to blow-offs and wind damage. Shingles and ridge cap shingles installed in fall or winter may not seal until the following spring. Shingles or ridge cap shingles that are not exposed to direct sunlight or adequate surface temperatures or that are not fastened or installed properly may never seal. Failures to seal, blow-offs, and wind damage under these circumstances result from the nature of self-sealing shingles and ridge cap shingles, not a manufacturing defect, and are not covered under this limited warranty.

Algae Warranty: What Is Covered/Sole and Exclusive Remedy

This limited warranty applies only to shingles, ridge cap shingles, and starter strip shingles sold in packages bearing the **StainGuard Plus PRO™** or **StainGuard Plus™** or **StainGuard®** logos. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your **StainGuard Plus PRO™**, or **StainGuard Plus™** or **StainGuard®**-labeled shingles, ridge cap shingles, or starter strip shingles for the warranty term listed above. If your **StainGuard Plus PRO™**, or **StainGuard Plus™**, or **StainGuard®**-labeled shingles, ridge cap shingles, or starter strip shingles exhibit a pronounced discoloration caused by blue-green algae during the Smart Choice® Protection Period listed above, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles, ridge cap shingles, or starter strip shingles or, at GAF's sole option, replacing discolored Shingles, Ridge Cap Shingles or, Starter Strip Shingles. The **maximum** cost to GAF shall be the lesser of the original cost of the affected Shingles, Ridge Cap Shingles, or Starter Strip Shingles, or the cost to clean the affected shingles, ridge cap shingles, or starter strip shingles. During the **remainder** of the limited warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have received from your shingles, ridge cap shingles, or starter strip shingles since they were installed. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the Algae Warranty term.

Note: Preventing pronounced algae-related discoloration of your shingles, ridge cap shingles, and starter strip shingles is achieved through formulations or through unique blends of granules.

Master Flow® Powered Attic Exhaust Ventilation Products Limited Warranty: What is Covered/Sole and Exclusive Remedy

This Master Flow® Powered Attic Exhaust Ventilation Products Limited Warranty lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof, except that the motorized, solar, electronic, and Wi-Fi enabled components of the products shall only be covered for the warranty term set forth in this section.

Power, Solar & Dual-Powered Attic Exhaust Vents — Roof Mount	Warranty Term (Years)	Non-Prorated Coverage Term (Years)	Wi-Fi Connectivity Limited Warranty Term (Years)*
ERV4, CERV4, ERV4HT	5	2	1
ERV5, CERV5, ERV5HT, ERV5QCT, EZCR1, EZCR1HT, EZCQCR1	5	3	1
ERV6, CERV6, ERV6HT	10	5	1
ERSOLAR, ERVHYBRID	5	2	—
PRSOLAR2, PRHYBRID2	6	3	—
REPLACEMENT MOTORS, CONTROLLERS & ACCESSORIES	1	—	1
Power & Solar Attic Exhaust Vents — Gable Mount	Warranty Term (Years)	Non-Prorated Coverage Term (Years)	Wi-Fi Connectivity Limited Warranty Term (Years)*
EGV5, CEGV5, EGV5HT, EGV5QCT, EZCG1, EZCG1HT, EZCQCG1	5	3	1
EGV6, CEGV6, EGV6HT, EZCG2	10	5	1
PGSOLAR	5	2	—
REPLACEMENT MOTORS, CONTROLLERS & ACCESSORIES	1	—	1

* Wi-Fi Connectivity Limited Warranty applies only if you elected to purchase the optional Master Flow QuickConnect™ Wi-Fi Technology at the time of purchase. If you purchased this technology, your vent is warranted to have the ability to connect to your home's Wi-Fi network for a period of 1 year following the completion of installation of your roof or gable.

Manufacturing Defects

During the warranty term specified above, for any Vent that does not perform properly as a result of a manufacturing defect, as determined by GAF, GAF will provide you with replacement part(s) or a replacement Vent. Decisions as to the provision of replacement part(s) or a replacement Vent will be made solely by GAF. If your claim arises during the Non-Prorated Coverage Term, GAF will also reimburse you for the reasonable costs to remove the defective part(s) or Vent.

What Is Not Covered

Even if your GAF Products were not properly installed according to GAF's application instructions or to standard good roofing practices, this limited warranty remains in effect. However, GAF will **NOT** be liable for and this warranty does **NOT** apply to:

- (1) Damage resulting from anything other than an inherent manufacturing defect in the GAF Products, such as:
 - (a) improper fastening of your shingles or accessories or application not in strict accordance with GAF's printed application instructions, if the improper installation was the cause of the damage.
 - (b) settlement, movement, structural damage, or defects in the building, walls, foundation, or the roof base over which the shingles or accessories were applied.
 - (c) inadequate ventilation.
- (2) Damage resulting from causes beyond normal wear and tear, such as:
 - (a) acts of nature, such as hail, fire, or winds (including gusts) over the applicable wind speed listed above except there is no maximum wind speed restriction for shingles covered by the WindProven™ Limited Wind Warranty.
 - (b) impact of traffic on the roof or foreign objects, including damage caused by objects blown onto the roof by wind.
 - (c) improper storage or handling of the GAF Products.
- (3) Ice damming, except for leaks in the area of your roof covered by a GAF Leak Barrier which are caused by a manufacturing defect in your GAF Leak Barrier.
- (4) Shading or variations in the color of your GAF Products chipping, fading or peeling paint on your Master Flow® Attic Exhaust Vent, or Master Flow™ Pivoi™ Pipe Boot Flashing or discoloration or contamination caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles, ridge cap shingles, or starter strip shingles were labeled with the StainGuard Plus™ or StainGuard® logos), or other contaminants, including that caused by organic materials on the roof.
- (5) Labor costs, except as specifically provided for above, disposal costs, and costs relating to underlayments (unless your claim involves a manufacturing defect in a GAF Underlayment), metal work, and flashings.
- (6) Damage to the interior or exterior of the building, including, but not limited to, mold growth.

Other Limitations Concerning Coverage

Decisions as to the extent of repair, re-cover, or cleaning required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your GAF Products to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for that portion of your GAF Products actually exhibiting manufacturing defects or algae discoloration at the time your claim is settled. Any replacement GAF Products will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, so any replacement GAF Products may not be an exact match for the GAF Products on your roof. Even if GAF does not modify a color, replacement GAF Products may not match your original GAF Products due to normal weathering, manufacturing variations, or other factors. In the event that GAF is unable to provide replacement products, GAF reserves the right to provide the cash value of those replacement products.

Claims: What You Must Do

You must notify GAF about any claim within **30 days** after you notice a problem. You may report a claim online at gaf.com/contact, by calling GAF at 1-800-458-1860, sending an email to warrantyclaims@gaf.com, or by sending a notice in writing to: GAF, Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, USA. You will then be provided with complete details about submitting your claim. You may be required to send to GAF, at your expense, photographs and sample products for testing. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. If you repair or replace your GAF Products before you notify GAF about your claim or before GAF has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your GAF Products before your claim is resolved, you **MUST** provide GAF with reasonable notice. **NOTE: Notice to your contractor, dealer, or home builder is NOT notice to GAF.** You should retain this document for your records in the unlikely event that you need to file a claim.

Sole and Exclusive Warranty

THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is your exclusive warranty from GAF and represents the **SOLE REMEDY** available to any owner of GAF Products. GAF makes **NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES** of any kind other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions allow limitations on or the exclusion of incidental or consequential damages, so the limitations or exclusions may not apply to you. New Jersey state residents are encouraged to review their rights under the agreement, as provided under the New Jersey Truth-In-Consumer Contract Warranty and Notice Act ("TCCWNA").

Metal Roof Bids

C&C Services, LLC
 PO Box 317
 Schofield, WI 54476
 (715) 203-3696



October 14, 2023

23-135

Village of Kronenwetter
 Attn: Leonard Ludi
 1582 I-39 Frontage Road
 Kronenwetter, WI 54455

RE: Municipal Center Roof Repair & Replacement Project

To Whom It May Concern:

The undersigned bidder hereby offers, in the amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation and permits for the construction and installation of the roofing systems for the property at 1582 I-39 Frontage Road in Kronenwetter, WI, based on a site visit. C&C Services, LLC hereby agrees to enter contract if this offer is accepted.

TOTAL AMOUNT OF BASE BID: See Schedule

The above amount is the total amount bid for the entire contract work including all applicable taxes. Any alteration, erasure, or change must be clearly indicated and initialed by the bidder.

CLARIFICATIONS:

1. Proposal is based on all work to be performed on a straight time basis.
2. Proposal has not included a budget for engineering cost.
3. Proposal is based strictly on the site visit, and the RFP packet.
4. This proposal includes the use of C&C Services, LLC cranes and lifts.

PROJECT DESCRIPTIONS:

1. The asphalt shingles (1 Layer), underlayment and fasteners from the 1582 I-39 Frontage Road in Kronenwetter, WI will be removed from the building and hauled to a local recycling center in a dumpster trailer.
2. The roof substrate will be inspected for damage or deterioration. If any damage is found, it will be documented and brought to the owner's attention immediately, and a plan will be discussed to correct the damage, changes will be documented via change order.
3. New edge metal will be installed around the perimeter of the roof, eave metal will be installed prior to any underlayment and the rake edge will be installed after the underlayment.
4. New GAF Stormguard™ Ice and Water barrier will be installed two (2) rows up from the eave; and one row (1) in the valleys, around all roof penetrations and along any side wall flashings.
5. New Feltex™ synthetic underlayment will be installed over the entire roof deck including the newly installed ice and water barrier. Membranes will be installed with 1" cap nails according to manufacturer specifications.

C&C Services, LLC
PO Box 317
Schofield, WI 54476
(715) 203-3696



6. New Ultimate Pipe Flashings™ will be installed at each soil stack.
7. New Decra Shingle XD™ panels will be installed, according to manufacturer's specifications.
8. New flashings will be installed.
9. New Decra Shingle XD Hip and Ridge panels will be installed at the hips and ridges of the building.

** Existing wall panels will have to be removed, trimmed and reinstalled to accommodate the new Decra Shingle XD system, included in this bid.

Alternate 1: Payment and Performance Bond

1. A Payment and Performance bond can be provided for this project at the cost of 3.5% of total project value.

Alternate 2: Sheeting Replacement

1. Replacement of decking will be subject to owner approval, base price listed below.

TERMS AND CONDITIONS:

Bid Pricing will only be valid for 30 days.

C&C Services, LLC will require a payment of 50% to begin the work, and the remaining balance is due upon completion.

No work outside of the scope of this contract will be performed without the written authorization of the owner or a designated representative.

Terms of payment on this contract are net 30. To cover the interest cost of payroll money, we will add one and a half percent (1.5%) per month to all unpaid invoices.

PLEASE NOTE:

The jobsite will be cleaned thoroughly at the end of each workday, and all work is to be performed in a manner consistent with OSHA guidelines. Also, all demolition will be performed with extreme caution as to protect the owner's property and employees.

Any permits will be acquired by C&C Services, LLC and will be displayed at the jobsite.

C&C Services, LLC will accept the use of all major credit cards; these payments will be subject to a four percent (4%) fee.

C&C Services, LLC
PO Box 317
Schofield, WI 54476
(715) 203-3696



Please indicate your acceptance by signing and returning one copy or by issuing your purchase order referring to this proposal.

Scheduling: This project is expected to take 30 days to complete and can be started within 30 days of contract finalization. This project will receive an official schedule at contract signing / material ordering.

TOTAL AMOUNT OF BASE BID: See Schedule

Roof Replacement Base Bid: \$346,500.00

Alternate 1: Add \$12,127.50

Alternate 2: Add \$2.00/SF

Acceptance of this proposal: I hereby accept the above prices, specifications and conditions. I authorize C&C Services, LLC, its employees and sub-contractors to perform the work specified above at the location above. I agree to make the payments as outlined above.

You have the right to cancel this contract with no penalty within 4 days. Cancellation of this contract after will result in the forfeiture of 15% of the value.

ACCEPTANCE:

Village of Kronenwetter
1582 I-39 Frontage Road
Kronenwetter, WI 54455

C&C Services, LLC
PO Box 317
Schofield, WI 54476
(715) 203-3696

(Cody Dement – President)

(Signature)

(Name & Title)

(Date)

October 14, 2023 _____
(Date)

C&C Services, LLC
PO Box 317
Schofield, WI 54476
(715) 203-3696



October 14, 2023

23-135
Village of Kronenwetter
Attn: Leonard Ludi
1582 I-39 Frontage Road
Kronenwetter, WI 54455

RE: Recent Similar Projects

I have put together a list of similar projects (size and scope) for the Villages review in consideration of our bid to replace the Municipal Center’s Roof.

Project 1: Pattison State Park, Superior Wisconsin.

This project was offered by the Wisconsin Department of Administration on behalf of the Wisconsin Department of Natural Resources. C&C Services installed a Decra Shake XD roofing system on this project.

Project 2: Mosquito Hill Nature Center, New London Wisconsin.

This project was offered by Outagamie County. C&C Services installed a Decra Shingle XD system on this project

Project 3: South Fork Suites, UWRF, River Falls Wisconsin.

This project was offered by the Wisconsin Department of Administration on behalf of the University of Wisconsin System. C&C Services installed a Decra Shingle XD system on this project.

Thank you for your consideration,

Cody Dement, President
C&C Services, LLC
PO Box 317
Schofield, WI 54476
(715) 203-3696



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)
10/10/20

Section 5, Item M.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED C & C SERVICES, LLC PO BOX 317 SCHOFIELD, WI 54476-0317		INSURERS AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 6** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	1824735	01/15/2023	01/15/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per Occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMP/OP AGG \$2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	1824735	01/15/2023	01/15/2024	COMBINED SINGLE LIMIT (Per Accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	1824751	01/15/2023	01/15/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	1824750	01/15/2023	01/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	60 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Walter R. Zaver</i>



October 10, 2023

C & C Services, LLC

Re: Owner Project Title: Municipal Center Roof Repair

To whom it may concern,

C & C Services, LLC is an approved contractor and has installed DECRA Roofing Systems previously. Provided the installation is per DECRA's Installation Guide, DECRA will honor the provisions of our Lifetime Limited Warranty.

If you have further questions, please call @ (951) 272-8180 X210.

Sincerely,

A handwritten signature in black ink, appearing to read "David Eldredge".

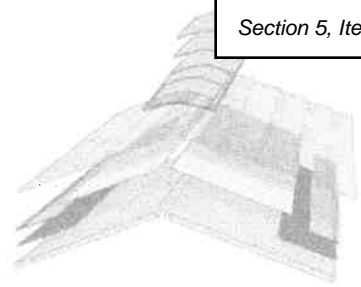
David Eldredge
Technical and Quality Manager

StormGuard® Film-Surfaced Leak Barrier

Help protect your home and roof system from wind-driven rain and damaging ice dams



- Helps prevent leaks at the most vulnerable areas of your asphalt shingle or metal roofing system
- Reduces the risk of costly repairs due to wall or ceiling staining from leaks
- Meets code requirements where local building codes require the use of leak barriers¹



StormGuard® Film-Surfaced Leak Barrier

Benefits:

- **Strong protection** at the eave and rakes, in valleys, and around chimneys and skylights
- **Self-seals** around fasteners to help avoid leaks
- **High-temperature compound** for use with asphalt shingles and most metal roofing systems²
- **Blue synthetic patterned surface** provides excellent wet/dry traction and is cooler to work on (vs. typical black underlayments)
- **Integral surface channels** help guide moisture away from the walking surface
- **Fiberglass-reinforced construction**
- **Eligible for up to a Lifetime limited warranty** when used on Lifetime Shingle roofs³ and it's an eligible component of GAF residential enhanced warranties. It's also covered by up to a 10-year limited warranty⁴ when used with other approved non-asphaltic roof coverings.

In the "North," most building codes require the use of leak barriers at the eaves:⁵

- Protection against ice dams is required by most building codes¹ at the eaves where the January average temperature is 25°F (-4°C) or lower or where there is a possibility of ice forming in the eaves — i.e., areas labeled "North"⁵ (see map)
- Ice dams can still occur in areas where the average temperature is above 25°F (-4°C)
- In warmer/Southern climates, leak barriers provide critical protection against wind-driven rain

Meets or exceeds the following requirements of ASTM D1970

Property	Method	Requirement
Thickness (mils)	D5147	Min. 40
Tensile strength MD (lbf/in)	D2523	Min. 25
Tensile strength CMD (lbf/in)	D2523	Min. 25
Elongation at break, modified bitumen Portion – MD and CMD (%)	D2523	Min. 10
Adhesion to plywood at 75°F (24°C) (lbf/ft-width)	D903	Min. 12
Adhesion to plywood at 40°F (4°C) (lbf/ft-width)	D903	Min. 2
Thermal stability (mm)	D1204	Max. 3
Low temperature flexibility -20°F (-29°C)	D1970	Pass
Tear resistance MD (lbf)	D4073	Min. 20
Tear resistance CMD (lbf)	D4073	Min. 20
Moisture vapor permeance (U.S. perms)	E96 A	Max 0.1
Sealability around nail	D1970	Pass
Waterproof integrity after low temperature flexibility	D1970	Pass
Waterproof integrity of lap seam	D1970	Pass

Product Details:

- Nominal Specifications:**
For asphalt shingles and most metal roofing systems²
- **Roll size:** 2 squares (200 ft² [18.58 sq. m]) excludes laps
 - **Roll width:** 36' (0.914 m)
 - **Roll length:** 66.7' (20.33 m)
 - **High-temp rating:** 250°F (121.1°C)²
 - **UV exposure:** Up to 90 days, if necessary
 - **Shelf life:** Best if used within 1 year from date of manufacture

- Code Approvals:**
- Meets or exceeds the performance criteria of ASTM D1970
 - State of Florida approved
 - Miami-Dade County Product Control approved
 - Component of a UL Listed ANSI/UL 790 Class A system when used with UL Class A shingles⁶
 - ICC-ES Evaluation Report (ESR-1322)

¹ Check local building codes for requirements in your area
² The high-temperature compound is suitable for most metal roofing system applications. For use under copper and zinc or for information on other approved non-asphaltic roofing systems, contact GAF Technical Support at 1-800-766-3411.
³ Lifetime refers to the length of warranty coverage provided and means as long as the original individual owner(s) of a single-family detached residence (or eligible second owner(s)) owns the property where the qualifying GAF products are installed. For other owners/structures, Lifetime coverage is not applicable. Lifetime coverage on shingles requires the use of GAF Lifetime Shingles only. Lifetime coverage on shingles and accessories requires the use of any GAF Lifetime Shingle and any 3 qualifying GAF Accessories. See GAF Roofing System Limited Warranty for complete coverage and restrictions. Visit gaf.com/LRS for qualifying GAF products. For installations not eligible for the GAF Roofing System Limited Warranty, see the GAF Shingle & Accessory Limited Warranty.
⁴ See StormGuard® Film-Surfaced Leak Barrier Limited Warranty for Non-Asphaltic Roofing Systems for complete coverage and restrictions.
⁵ Source: International Building Code (IBC) and International Residential Code (IRC)
⁶ Refer to UL Online Certification Directory for actual assemblies



To learn more about the Lifetime Roofing System visit gaf.com/Lifetime



We protect what matters most™



Lifetime Limited Warranty for wind ≤ 120 mph and hailstone ≤ 2.5 inches penetration 30 year limited warranty on finish

This Limited Warranty is intended to provide the owner of the structure on which DECRA Roofing Systems Inc. (the "Company") roofing panels (the "Panels") are installed certain remedies in the event a manufacturing defect causes the specific damages hereinafter set out. This Limited Warranty is NOT a guarantee of performance.

Please note that all disputes relating to this Limited Warranty must be resolved by mandatory binding arbitration and no claims may be filed on a consolidated or class action basis. Some jurisdictions do not allow for mandatory arbitration, so this requirement may not apply to you. Please see below for further details.

You may return all Panels to the Company's authorized dealer, no later than 30 days after purchase, for a full refund if you are unsatisfied with any of the terms and conditions of this Limited Warranty, provided that such Panels remain in their original and marketable condition and that all Panels purchased for the job are returned.

Remedy in the event of leaks, blow-off or hailstone penetration: In the event the Panels are determined to have a manufacturing defect which (a) directly results in leaks, (b) results in blow off of the Panels by winds of up to 120 mph (193 kph); or (c) results in damage to the Panels caused by the penetration of hailstones of 2.5 inches (6 cm) or less completely through the Panels, the Company will, at its option, either repair or replace the defective Panel(s), provided that the Company's liability will be limited (i) during the first 20 years following the original installation, to the reasonable replacement cost (labor and materials) of the particular defective Panel(s), as determined by the Company; (2) during years 21 through 40 following the original installation, to the reasonable replacement cost (materials only) of the particular defective Panel(s), prorated at 1/600 per month elapsed since the original installation; and (3) for years 41 and beyond, to 20% of the reasonable replacement cost (materials only) of the particular defective Panel(s), as determined by the Company.

Remedy in the event of deterioration of finish: In the event the Panels are determined to have a manufacturing defect which has caused the material deterioration of the Panels such that the appearance of the roof is substantially affected in areas of the roof that are visible from the ground, the Company will, during the first 15 years following the original installation, at its option, either repair or replace the defective Panels, at the Company's cost, including labor costs, as determined by the Company; and thereafter during the next 15 years, the Company's liability will be limited to the reasonable replacement cost (materials only) of the defective Panels only, prorated at 1/360 per month elapsed since the original installation, as determined by the Company. Coverage hereunder will terminate 360 months from the original installation of the Panels. Specifically excluded from coverage is normal weathering and aging, including minor granule loss, as well as deterioration of the finish resulting from improper use, handling and cleaning. Please see Exclusions for further details.

Warranty Period: This Limited Warranty provides coverage to the original owner of the single family detached residential dwelling on which the Panels were originally installed (the "Owner") for the following periods: (1) in respect of coverage for leaks, blow-off and hailstone penetration, for the lifetime of the Owner while the Owner owns the dwelling; and (2) in respect of coverages for the finish, for a period of 30 years from the date of the original installation of the Panels.

The coverage in respect of leaks, blow-off and hailstone penetration for any type of property other than a single family detached residential dwelling shall be 50 years from the date of original installation, and shall be limited to the reasonable replacement cost

(labor and materials), of the particular defective Panel(s) during the first 20 years and during years 21 through 50, to the reasonable replacement cost (materials only) of the particular defective Panel(s), prorated at 1/600 per month elapsed since the original installation.

Transferability; Coverage and Warranty Period on Transfer: The Owner may transfer this Limited Warranty to a subsequent owner of the dwelling during the first twenty (20) years after the Panels' original installation. To be effective, the transfer information (property address, original owner, new owner and a copy of the original proof of purchase) must be mailed to the Company by certified mail at the address noted below within 30 days from the change of ownership. Further transfers or transfers not in compliance with this notice provision will void the warranty.

The coverage extended to such subsequent owner in respect of the finish shall be as set out above.

The coverage extended to such subsequent owner in respect of leaks, blow-off and hailstone penetration shall be as set out above for the first 20 years since the original installation of the Panels, but shall thereafter be limited to a 50 year warranty, with the liability of the Company in years 21-50 being limited to the reasonable replacement cost (materials only) of the particular defective Panel(s), prorated at 1/600 per month elapsed since the original installation.

Exclusions: This Limited Warranty does not cover damages arising from any cause or circumstances other than those detailed above, and accordingly causes or circumstances not covered under this Limited Warranty include, but are not necessarily limited to: (a) damage resulting from improper installation, or inadequate roof pitch, or the failure to follow the Company's installation instructions, or failure to follow applicable building codes; (b) damage resulting from defects, movement or subsidence in the structure on which the Panels were installed; (c) damage caused by improper foot traffic, misuse, improper handling or neglect of or on the Panels; (d) damage or change in appearance resulting from application of cleaning solutions, paints or coatings not specifically approved in writing by the Company; (e) shading or discoloration or damage caused by fungus, mold, lichen or algae, or other contaminants; (f) color fading or color changes due to normal weathering and aging, including minor granule loss or (g) damages resulting from modifications or change in design and function of the Panels without the Company's prior written consent.

Claims Procedure: In order to make a valid claim under this Limited Warranty, the claim must be submitted within thirty (30) days from discovery of the facts on which the claim is based. The claim may only be submitted by the Owner and will not be accepted if it does not include the following: (a) name and contact information of the Owner (b) the date of original installation (c) documented proof of purchase, (d) the date of discovery of the damage, and (e) a detailed description of the defect, including the number of affected Panels and photographs. You may be required to supply additional information and samples of the affected Panels, if so requested by the Company. The claim can be submitted via email to claims@decra.com or in writing by certified mail to the address of the Company noted below.

All warranty repair and replacement work will be at the sole discretion of the Company. Decisions on warranty claims will be made only through the Company's Office of Warranty Claims and will be communicated in writing. No other representative of the Company shall have authority to bind the Company in respect of this Warranty.

any oral communications will not be binding on the Company. Work done prior to a submitted claim or not authorized in writing by the Company or by a contractor not chosen by the Company may be subject to denial or limited claim reimbursement.

Limitation of Liability: If the Company elects to replace Panels, the Company will attempt to replace the Panels with Panels of the same color and design, but does not guarantee that such replacement Panels will be available, and accordingly, the Company bears no responsibility for variations in color or appearance by reason of the use of a different color and design, as well as by reason of progressive fading of the remaining Panels. The Limited Warranty term on repaired or replacement Panels will be the remaining term of the original Panels, which commenced on the date of installation of the original Panels, except if otherwise required by law. The reasonable cost of repair or replacement of any defective Panels shall be determined by the Company in its sole discretion. **THE REMEDIES SET OUT IN THIS LIMITED WARRANTY ARE THE OWNER'S SOLE AND EXCLUSIVE REMEDIES, AND THE COMPANY'S OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES, WARRANTIES, AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF THE COMPANY. THE COMPANY SHALL IN NO EVENT HAVE ANY LIABILITY FOR INJURY OR DAMAGE TO ANY PROPERTY OR PERSON, LOSS OF BUSINESS OR PROFITS, DIRECT OR INDIRECT ECONOMIC DAMAGES, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, WHETHER TO THE OWNER OR THIRD PARTIES. THE FOREGOING LIMITATIONS WILL NOT APPLY IN ANY JURISDICTION WHICH DOES NOT ALLOW FOR SUCH LIMITATIONS AS A MATTER OF LAW.**

MANDATORY BINDING ARBITRATION AND WAIVER OF CLASS ACTION: BY PURCHASING THE PANELS, YOU HAVE AGREED THAT EVERY CLAIM, CONTROVERSY OR DISPUTE (EACH AN "ACTION") BETWEEN YOU AND THE COMPANY ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY OR THE BREACH THEREOF OR RELATING TO THE PANELS SHALL BE SETTLED BY FINAL AND BINDING ARBITRATION. **YOU AND THE COMPANY AGREE THAT ANY ACTION WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND THAT NO CLAIM(S) WILL BE CONSOLIDATED OR AGGREGATED WITH THE CLAIM(S) OF ANY OTHER PERSON BY CLASS ACTION, CLASS ARBITRATION, IN A REPRESENTATIVE CAPACITY OR OTHERWISE.** TO ARBITRATE AN ACTION AGAINST THE COMPANY, YOU MUST INITIATE THE ARBITRATION, FOR U.S. CLAIMS, IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, TO BE CONDUCTED BY A SINGLE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND FOR CANADIAN CLAIMS, IN ACCORDANCE WITH THE ARBITRATION ACT, R.S.A. 2000, c.A-43, ALBERTA, AS MAY BE AMENDED, AND YOU MUST COMMENCE THE ARBITRATION AND PROVIDE WRITTEN NOTICE TO THE COMPANY BY CERTIFIED MAIL AT THE ADDRESS NOTED BELOW WITHIN THE TIME PERIOD SET OUT BELOW.

IF YOU PREVAIL ON YOUR CLAIMS IN THE ARBITRATION, THE COMPANY WILL REIMBURSE YOU FOR ANY FILING AND ADMINISTRATIVE FEES PAID BY YOU TO THE ARBITRATION ORGANIZATION.

YOU AND THE COMPANY AGREE THAT THE ARBITRATION, ALL PROCEEDINGS THEREUNDER AND THE RULING OR AWARD OF THE ARBITRATOR SHALL BE AND REMAIN CONFIDENTIAL AND SHALL NOT BE DISCLOSED TO ANY THIRD PARTIES. You and the Company acknowledge and agree that a breach of confidentiality by a party may cause irreparable harm to the other party. The party who breaches this confidentiality provision agrees that money damages would not be a sufficient remedy, and that in addition to all other remedies, the non-breaching party shall be entitled to injunctive or other equitable relief as a remedy for any such breach, and the breaching party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. In the event of litigation or arbitration relating to this confidentiality provision, if an arbitrator or a court of competent jurisdiction determines that any party has breached this confidentiality provision, such breaching party shall be liable for and shall pay to the other party the reasonable legal fees and other costs incurred by the Disclosing Party in connection with such arbitration or litigation, including any appeal therefrom.

Some jurisdictions do not allow mandatory arbitration, so the above arbitration provision may not apply to you in those jurisdictions. An Action may also be referred to another arbitration organization if you and the Company agree in writing. The Company will not elect arbitration for any Action you file in court in which you agree not to seek to recover more than \$25,000, including attorney's fees and costs, so long as the claim is individual and pending only in that court. You may also reject this arbitration provision by notifying the Company in writing within 45 days of the installation of the Panels or the valid transfer of this Limited Warranty to you. If any portion of this arbitration provision is not enforced in the arbitration, then either you or the Company can file a lawsuit in court to adjudicate the arbitrability of the Action and the enforceability of the portion of the arbitration provision at issue.

ONE YEAR LIMITATION: ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST THE COMPANY ARISING OUT OF OR RELATING TO THE PANELS SHALL **NOT** BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE YEAR (OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS) AFTER THE DATE OF PURCHASE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

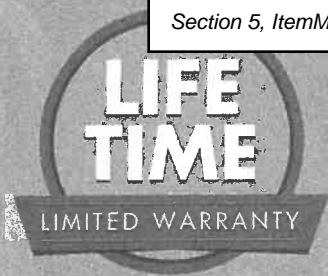
If any provision of this Limited Warranty is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

This Limited Warranty applies to Panels purchased in the US or Canada on or after September 10, 2020 and supersedes any previously published warranties. The Company may from time to time amend the terms of this Limited Warranty, and the terms and conditions of the Limited Warranty in effect at the time of your purchase of the Panels shall govern your Panels. Dealers and installers of the Panel(s) are not authorized to extend or modify the terms of this Limited Warranty in any manner.



Highest Performance/Lightweight - #30 Felt Replacement

Section 5, Item M.



PRODUCT OVERVIEW

FelTex® synthetic roof underlayments is the safest, strongest, and best performing roof underlayment on the market. Woven of heavyweight polymer fabric, FelTex offers superior strength and durability, steep-slope traction, water resistance, a wrinkle free surface and resistance to UV-breakdown. The textured Fiber Claw™ woven fabric surface offers dynamic traction and is ideal for steep slopes in a variety of weather conditions. FelTex is rated for commercial and residential applications using roofing nails (3/8" head), and is an ideal roof underlayment for asphalt shingle, metal, tile, slate, and a variety of other sloped roofing materials.

FEATURES

- Safest: Skid-resistant polymer coating underneath and proprietary Fiber Claw™ walking surface offers dynamic steep slope traction.
- Hail Rated: FelTex has a Class 4 hail rating (UL 2218) and may help reduce insurance costs.
- Strongest: FelTex is designed for high traffic and high winds with the most strength and durability available.
- Lighter: FelTex is lighter than #15 or #30 felt and easier to handle during all stages of installation.
- Simpler to Apply: FelTex installs quickly and easily. It is lighter, stronger, and covers more area than traditional underlayments.
- More Coverage: FelTex offers five times more coverage per roll than Type 30 felt.
- Advertise: Bigger and bolder with BROADCAST Custom Print – the easiest way to get leads or earn paid advertising revenue during your project. With Broadcast Custom Print your individual logo, phone number, web address and any other advertisements can be featured on the same roll, with individual images more than 2 feet tall and 10 feet wide. BROADCAST Custom Print offers the largest, most vivid job site advertising in the industry.
- Gray Color: Provides a comfortable working surface in all temperatures and an excellent background for your extra large (up to 30" tall/unlimited width) full color custom printed logo, phone number, web site or other advertisement.
- Won't Buckle, Warp or Crack: Superior lay-flat properties and water resistance keeps FelTex from wrapping, wrinkling, and cracking in cold weather.
- UV Exposure Rating: FelTex is treated to resist excessive degradation from normal UV exposure for up to six months. See published installation guidelines for details.
- Meets Building Codes: FelTex is rated for residential and commercial projects.
- Asphalt Free: FelTex is 100% inorganic and will not rot or mold.
- Sustainable: FelTex is environmentally responsible and may contribute to your LEED and NGBP ratings.
- Warranty: Limited Lifetime Warranty.
- Visit feltex-underlayment.com for more details.

TYPICAL PHYSICAL PROPERTIES

PROPERTY	TEST METHOD	TYPICAL PROPERTY
Tensile Strength (MD/CD)	ASTM D 882	MD 126/ CD 92
Tear Resistance	ASTM D 4533	MD 41/ CD 37
Rupture Resistance	ASTM D 3462-02. (LBF)	87
Beach Puncture	ICC AC-08	Pass
Long Term Sag	ICC AC-08	Pass
Liquid Water Transmission	ASTM D 4869-02	Pass
Ultra Violet Aging	ICC-ES AC 188	Pass
Accelerated Aging	ICC-ES AC 188	Pass

Test data is based on average results and should not be considered or interpreted as minimum or maximum values. Values are typical data and not limiting specifications.

FELTEX PACKAGE SPECIFICATIONS

- Roll Dimensions 48"x 250'
- Weight per Roll 30 lbs
- Coverage per Roll 10 sq
- Rolls per Pallet 36
- Pallet Weight 1595 lbs

CODE & STANDARD COMPLIANCE

- ICC-ES AC188 (ESR-1293)
- ASTM D226 Type I & II
- ASTM D4869
- CSA A 123.3 Type 1 & 2
- FBC #17873
- Texas Dept. of Insurance (TDI)



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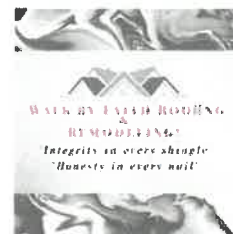
Phone: 425-392-5150 (West) | 330-528-0255 (East) System Components Corporation
 Email: support@systemcomponents.net P.O. Box 2432
 Web: www.systemcomponents.net Issaquah, WA 98027

FelTex® PRODUCT INFORMATION
 LAST UPDATED 6/22/2016

ESTIMATE

Walk by Faith Roofing and Remodeling
 2932 Creek Valley Ln
 Appleton, WI 54914

james@walkbyfaithroofing.com
 +1 (920) 977-9306
 WWW.WALKBYFAITHROOFING.COM



Leonard Ludi

Bill to

Leonard Ludi
 Village of Kronenwetter
 1582 Kronenwetter Drive
 Kronenwetter, WI 54455 US

Ship to

Leonard Ludi
 Village of Kronenwetter
 1582 Kronenwetter Drive
 Kronenwetter, WI 54455 US

Estimate details

Estimate no.: 0088
 Estimate date: 10/15/2023

Material Deposit: 50 percent

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Introduction This estimate contains cost of materials, labor for tear off, disposal and installation of new stone coated steel shingles.		1	\$0.00	\$0.00
2.		Tear off Removal of asphalt shingles, ridge cap, underlayment and current metal edge.—includes disposal		320	\$150.00	\$48,000.00
3.		Check for damaged or weak decking. Replace decking as needed-----10 sheets of 4 ft by 8 ft 7/16 OSB provided---extras will be charged at \$25 per sheet.		1	\$0.00	\$0.00
4.		Metal edge Rake Channel---6.3 Linear Feet per piece		65	\$36.00	\$2,340.00
5.		Metal edge Fascia Starter---		210	\$30.00	\$6,300.00
6.		Install Ice and water shield Install a moisture barrier in valleys and rakes----sold per roll		25	\$125.00	\$3,125.00
7.		Install synthetic underlayment Purchased by the roll---		40	\$150.00	\$6,000.00
8.		Install W Valley metal Install W valley metal in valleys---Sold in 10 Linear feet sections		8	\$75.00	\$600.00
9.		DECRA---Shingle XD approximately 6400 stone coated steel shingles----includes fasteners.		350	\$850.00	\$297,500.00
10.		clear silicone sealant		60	\$10.00	\$600.00

	sold per tube			
11.	Install hip and ridge cap 640 Linear feet	640	\$15.00	\$9,600.00
12.	Valley Cap 6.3 Linear Feet per piece	13	\$40.00	\$520.00
13.	Touch up paint Sold per gallon	5	\$325.00	\$1,625.00
14.	Notice Please note the following---- 1. Gas Furnace and water heater exhaust pipes, if not correctly installed, may become dislodged during roof replacement. We highly recommend the homeowner have these connections checked by their A/C or Plumbing Service professional following new roof installation.		\$0.00	\$0.00
15.	Notice--2 Installing the roof requires nailing through the roof deck. Items such as conduit lines and T.V, Cable or refrigerant lines installed closer than 1 1/2 inches of the underside of roof decking shall be protected from damage by nails and other fasteners. As per the current International Residential/ Commercial building code.		\$0.00	\$0.00
16.	Re-Use all plumbing and pipe vents. Re-use all plumbing and pipe vents. Spray with rust inhibitor.		\$1,000.00	\$1,000.00
17.	Complete and seal Seal all roof penetrations. Remove and dispose of all job related debris. Provide Contractor 5 year roof installation warranty. Provide Material Manufacturers Warranty.		\$0.00	\$0.00
18.	Thank you Thank you for the opportunity to serve your needs.		\$0.00	\$0.00
Total				\$377,210.00



CW CUSTOM EXTERIORS.COM * 143789 PACKER DR, WAUSAU, WI 54401 * 715-870-1892

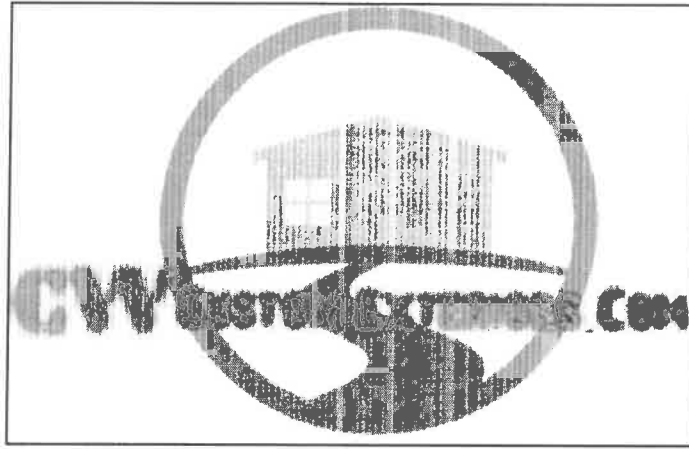
Roofing Proposal #6027

Client: Village of Kronenwetter

Phone: 715-432-2351

Address: 1582 Kronenwetter Drive, Kronenwetter, WI 54455

Job Description: Commercial Metal Roof replacement and Tower EPDM roof repair or replace.



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Scope of Work:

CW Custom Exteriors.com proposes to perform labor and supply all necessary materials for the completion of the roof replacement as follows:

Building address: 1582 Kronenwetter Drive, Kronenwetter, WI 54455

Description of roofs to be completed: Remove existing 2 layers of Asphalt shingles and underlayment, on sloped areas and install new asphalt shingle roofing system. Repair or replace Tower EPDM rubber roofing.

Building breakdown is depicted in the attached aerial commercial report, page 3:

Pitched area = 31,237 total square feet, with 10% waste = 34360 sq ft.

Tower Flat roof area is 336 square feet. With 5 feet up side walls =690 sq. Ft

SCOPE OF WORK:

Remove all existing shingles down to the deck

Re-nail any loose wood

Install 3' of ice and water shield at all gutter lines, rakes edges, and valleys.

Install Synthetic underlayment to keep the roof dry

Install Decra Starter Course along all gutter lines and Stone Coated rake edges as required.

Install Decra Stone Coated Impact Resistant Lifetime Shingles per specifications using Decra screws.

Install all required accessories for the selected Decra Stone Coated Metal Roofing System.

Install Decra Hip & Ridge Stone Coated Shingles.



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Install new ridge vent.

Install new pipe and chimney flashings.

Cover all bushes, shrubs and flowers for protection.

Clean up all job related debris.

Provide 50 year workmanship warranty and Decra Manufacturer Warranty.

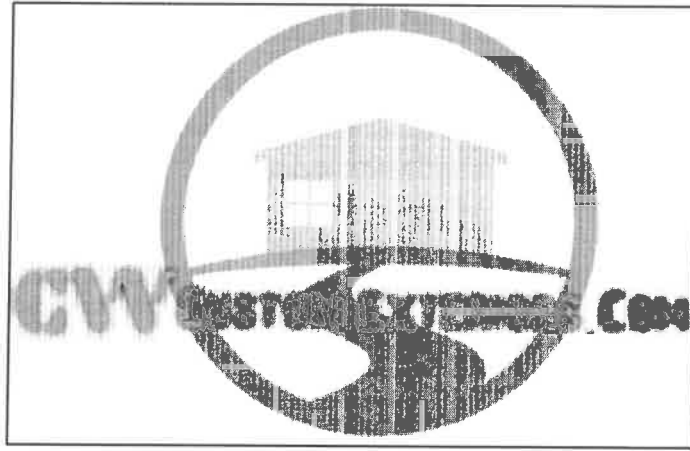
INSURANCE & SAFETY

CWCustomExteriors.com LLC, shall provide general liability insurance as detailed on our certificate of insurance. Maximum liability is the limit of this insurance. A certificate of insurance will be issued upon request.

Safety is of primary importance to CWCustomExteriors.com LLC

We will set up required safety equipment at site needed to comply with OSHA construction guidelines including barricades, safety lines, ect.

We hereby propose to furnish material and labor – complete in accordance with



CW CUSTOM EXTERIORS.COM * 143789 PACKER DR, WAUSAU, WI 54401 * 715-870-1892

the above specifications dated this 25th day of September, 2023 for the sum of
Three hundred eighty-two thousand, ninety-two and ninety-two cents. (\$382,092.92)

With payments to be made as follows:

Scheduled Payments: 65%/35%

\$ 248,360.40 Initial down payment

\$ 133,732.52 upon completion

ADDITIONAL WORK:

1/2" OSB REPLACEMENT @ \$80/sheet, \$280/square

Reflash and seal other Tower flashing: \$25/lf

Other rubber roof repairs on main building: \$350+ depending on issues found. Change Order would then be addressed and completed to update.

Note: this proposal may be withdrawn by us if not accepted within 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only with approval.

All agreements contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above. A service charge of 1.5% per month will be charged to balance if not paid within 10 days. Replacement of any damaged or deteriorated decking discovered after removing existing roofing will be an additional cost of \$2.50 per square ft. of decking as needed after owner's approval. New decking will meet or exceed local building code requirements and H-clips will be used between all rafters.



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Projected Start Date: Between 11-1-2023 to 11-10-2023. (Open window as dates can vary depending when the contract is signed and weather permitting.)

Acceptance of Proposal

Customer

_____ Date _____
_____ Date _____

CW Custom Exteriors.com

_____ Date _____

“CUSTOMER’S RIGHT TO CANCEL” You may cancel this agreement by mailing a written notice to CW Custom Exteriors.com before midnight of the third business day after you signed



CW CUSTOM EXTERIORS.COM * 143789 PACKER DR, WAUSAU, WI 54401 * 715-870-1892

this agreement. If you wish, you may use this page as that notice by writing “I hereby cancel” and adding your name and address. A duplicate of this is provided by CW Custom Exteriors.com for your records.

Lifetime Limited Warranty for wind \leq 120 mph and hailstone \leq 2.5 inches penetration 30 year limited warranty on finish

This Limited Warranty is intended to provide the owner of the structure on which DECRA Roofing Systems Inc. (the "Company") roofing panels (the "Panels") are installed certain remedies in the event a manufacturing defect causes the specific damages hereinafter set out. This Limited Warranty is NOT a guarantee of performance.

Please note that all disputes relating to this Limited Warranty must be resolved by mandatory binding arbitration and no claims may be filed on a consolidated or class action basis. Some jurisdictions do not allow for mandatory arbitration, so this requirement may not apply to you. Please see below for further details.

You may return all Panels to the Company's authorized dealer, no later than 30 days after purchase, for a full refund if you are unsatisfied with any of the terms and conditions of this Limited Warranty, provided that such Panels remain in their original and marketable condition and that all Panels purchased for the job are returned.

Remedy in the event of leaks, blow-off or hailstone penetration: In the event the Panels are determined to have a manufacturing defect which (a) directly results in leaks, (b) results in blow off of the Panels by winds of up to 120 mph (193 kph); or (c) results in damage to the Panels caused by the penetration of hailstones of 2.5 inches (6 cm) or less completely through the Panels, the Company will, at its option, either repair or replace the defective Panel(s), provided that the Company's liability will be limited (i) during the first 20 years following the original installation, to the reasonable replacement cost (labor and materials) of the particular defective Panel(s), as determined by the Company; (2) during years 21 through 40 following the original installation, to the reasonable replacement cost (materials only) of the particular defective Panel(s), prorated at 1/600 per month elapsed since the original installation; and (3) for years 41 and beyond, to 20% of the reasonable replacement cost (materials only) of the particular defective Panel(s), as determined by the Company.

Remedy in the event of deterioration of finish: In the event the Panels are determined to have a manufacturing defect which has caused the material deterioration of the Panels such that the appearance of the roof is substantially affected in areas of the roof that are visible from the ground, the Company will, during the first 15 years following the original installation, at its option, either repair or replace the defective Panels, at the Company's cost, including labor costs, as determined by the Company; and thereafter during the next 15 years, the Company's liability will be limited to the reasonable replacement cost (materials only) of the defective Panels only, prorated at 1/360 per month elapsed since the original installation, as determined by the Company. Coverage hereunder will terminate 360 months from the original installation of the Panels. Specifically excluded from coverage is normal weathering and aging, including minor granule loss, as well as deterioration of the finish resulting from improper use, handling and cleaning. Please see Exclusions for further details.

Warranty Period: This Limited Warranty provides coverage to the original owner of the single family detached residential dwelling on which the Panels were originally installed (the "Owner") for the following periods: (1) in respect of coverage for leaks, blow-off and hailstone penetration, for the lifetime of the Owner while the Owner owns the dwelling; and (2) in respect of coverages for the finish, for a period of 30 years from the date of the original installation of the Panels.

The coverage in respect of leaks, blow-off and hailstone penetration for any type of property other than a single family detached residential dwelling shall be 50 years from the date of original installation, and shall be limited to the reasonable replacement cost

(labor and materials), of the particular defective Panel(s) during the first 20 years and during years 21 through 50, to the reasonable replacement cost (materials only) of the particular defective Panel(s), prorated at 1/600 per month elapsed since the original installation.

Transferability; Coverage and Warranty Period on Transfer: The Owner may transfer this Limited Warranty to a subsequent owner of the dwelling during the first twenty (20) years after the Panels' original installation. To be effective, the transfer information (property address, original owner, new owner and a copy of the original proof of purchase) must be mailed to the Company by certified mail at the address noted below within 30 days from the change of ownership. Further transfers or transfers not in compliance with this notice provision will void the warranty.

The coverage extended to such subsequent owner in respect of the finish shall be as set out above.

The coverage extended to such subsequent owner in respect of leaks, blow-off and hailstone penetration shall be as set out above for the first 20 years since the original installation of the Panels, but shall thereafter be limited to a 50 year warranty, with the liability of the Company in years 21-50 being limited to the reasonable replacement cost (materials only) of the particular defective Panel(s), prorated at 1/600 per month elapsed since the original installation.

Exclusions: This Limited Warranty does not cover damages arising from any cause or circumstances other than those detailed above, and accordingly causes or circumstances not covered under this Limited Warranty include, but are not necessarily limited to: (a) damage resulting from improper installation, or inadequate roof pitch, or the failure to follow the Company's installation instructions, or failure to follow applicable building codes; (b) damage resulting from defects, movement or subsidence in the structure on which the Panels were installed; (c) damage caused by improper foot traffic, misuse, improper handling or neglect of or on the Panels; (d) damage or change in appearance resulting from application of cleaning solutions, paints or coatings not specifically approved in writing by the Company; (e) shading or discoloration or damage caused by fungus, mold, lichen or algae, or other contaminants; (f) color fading or color changes due to normal weathering and aging, including minor granule loss or (g) damages resulting from modifications or change in design and function of the Panels without the Company's prior written consent.

Claims Procedure: In order to make a valid claim under this Limited Warranty, the claim must be submitted within thirty (30) days from discovery of the facts on which the claim is based. The claim may only be submitted by the Owner and will not be accepted if it does not include the following: (a) name and contact information of the Owner (b) the date of original installation (c) documented proof of purchase, (d) the date of discovery of the damage, and (e) a detailed description of the defect, including the number of affected Panels and photographs. You may be required to supply additional information and samples of the affected Panels, if so requested by the Company. The claim can be submitted via email to claims@decra.com or in writing by certified mail to the address of the Company noted below.

All warranty repair and replacement work will be at the sole discretion of the Company. Decisions on warranty claims will be made only through the Company's Warranty Claims and will be communicated in writing. No other representative of the Company shall have authority to bind the Company in respect of this Warranty, and

any oral communications will not be binding on the Company. Work done prior to a submitted claim or not authorized in writing by the Company or by a contractor not chosen by the Company may be subject to denial or limited claim reimbursement.

Limitation of Liability: If the Company elects to replace Panels, the Company will attempt to replace the Panels with Panels of the same color and design, but does not guarantee that such replacement Panels will be available, and accordingly, the Company bears no responsibility for variations in color or appearance by reason of the use of a different color and design, as well as by reason of progressive fading of the remaining Panels. The Limited Warranty term on repaired or replacement Panels will be the remaining term of the original Panels, which commenced on the date of installation of the original Panels, except if otherwise required by law. The reasonable cost of repair or replacement of any defective Panels shall be determined by the Company in its sole discretion. **THE REMEDIES SET OUT IN THIS LIMITED WARRANTY ARE THE OWNER'S SOLE AND EXCLUSIVE REMEDIES, AND THE COMPANY'S OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES, WARRANTIES, AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF THE COMPANY. THE COMPANY SHALL IN NO EVENT HAVE ANY LIABILITY FOR INJURY OR DAMAGE TO ANY PROPERTY OR PERSON, LOSS OF BUSINESS OR PROFITS, DIRECT OR INDIRECT ECONOMIC DAMAGES, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, WHETHER TO THE OWNER OR THIRD PARTIES. THE FOREGOING LIMITATIONS WILL NOT APPLY IN ANY JURISDICTION WHICH DOES NOT ALLOW FOR SUCH LIMITATIONS AS A MATTER OF LAW.**

MANDATORY BINDING ARBITRATION AND WAIVER OF CLASS ACTION: BY PURCHASING THE PANELS, YOU HAVE AGREED THAT EVERY CLAIM, CONTROVERSY OR DISPUTE (EACH AN "ACTION") BETWEEN YOU AND THE COMPANY ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY OR THE BREACH THEREOF OR RELATING TO THE PANELS SHALL BE SETTLED BY FINAL AND BINDING ARBITRATION. **YOU AND THE COMPANY AGREE THAT ANY ACTION WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND THAT NO CLAIM(S) WILL BE CONSOLIDATED OR AGGREGATED WITH THE CLAIM(S) OF ANY OTHER PERSON BY CLASS ACTION, CLASS ARBITRATION, IN A REPRESENTATIVE CAPACITY OR OTHERWISE.** TO ARBITRATE AN ACTION AGAINST THE COMPANY, YOU MUST INITIATE THE ARBITRATION, FOR U.S. CLAIMS, IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, TO BE CONDUCTED BY A SINGLE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND FOR CANADIAN CLAIMS, IN ACCORDANCE WITH THE ARBITRATION ACT, R.S.A. 2000, c.A-43, ALBERTA, AS MAY BE AMENDED, AND YOU MUST COMMENCE THE ARBITRATION AND PROVIDE WRITTEN NOTICE TO THE COMPANY BY CERTIFIED MAIL AT THE ADDRESS NOTED BELOW WITHIN THE TIME PERIOD SET OUT BELOW.

IF YOU PREVAIL ON YOUR CLAIMS IN THE ARBITRATION, THE COMPANY WILL REIMBURSE YOU FOR ANY FILING AND ADMINISTRATIVE FEES PAID BY YOU TO THE ARBITRATION ORGANIZATION.

YOU AND THE COMPANY AGREE THAT THE ARBITRATION, ALL PROCEEDINGS THEREUNDER AND THE RULING OR AWARD OF THE ARBITRATOR SHALL BE AND REMAIN CONFIDENTIAL AND SHALL NOT BE DISCLOSED TO ANY THIRD PARTIES. You and the Company acknowledge and agree that a breach of confidentiality by a party may cause irreparable harm to the other party. The party who breaches this confidentiality provision agrees that money damages would not be a sufficient remedy, and that in addition to all other remedies, the non-breaching party shall be entitled to injunctive or other equitable relief as a remedy for any such breach, and the breaching party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. In the event of litigation or arbitration relating to this confidentiality provision, if an arbitrator or a court of competent jurisdiction determines that any party has breached this confidentiality provision, such breaching party shall be liable for and shall pay to the other party the reasonable legal fees and other costs incurred by the Disclosing Party in connection with such arbitration or litigation, including any appeal therefrom.

Some jurisdictions do not allow mandatory arbitration, so the above arbitration provision may not apply to you in those jurisdictions. An Action may also be referred to another arbitration organization if you and the Company agree in writing. The Company will not elect arbitration for any Action you file in court in which you agree not to seek to recover more than \$25,000, including attorney's fees and costs, so long as the claim is individual and pending only in that court. You may also reject this arbitration provision by notifying the Company in writing within 45 days of the installation of the Panels or the valid transfer of this Limited Warranty to you. If any portion of this arbitration provision is not enforced in the arbitration, then either you or the Company can file a lawsuit in court to adjudicate the arbitrability of the Action and the enforceability of the portion of the arbitration provision at issue.

ONE YEAR LIMITATION: ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST THE COMPANY ARISING OUT OF OR RELATING TO THE PANELS SHALL **NOT** BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE YEAR (OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS) AFTER THE DATE OF PURCHASE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

If any provision of this Limited Warranty if determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

This Limited Warranty applies to Panels purchased in the US or Canada on or after September 10, 2020 and supersedes any previously published warranties. The Company may from time to time amend the terms of this Limited Warranty, and the terms and conditions of the Limited Warranty in effect at the time of your purchase of the Panels shall govern your Panels. Dealers and installers of the Panel(s) are not authorized to extend or modify the terms of this Limited Warranty in any manner.



Report to Community Life, Infrastructure & Public Property Committee (CLIPP)

Agenda Item: Condition Assessment & Facilities Planning (FACILITY STUDY)
Meeting Date: November 6, 2023
Referring Body: N/A
Committee Contact: Chris Eiden, Committee Chair
Staff Contact: Leonard Ludi, Director of Public Works
Pete Wagner, Community Development Director
Report Prepared by: Leonard Ludi, Director of Public Works

AGENDA ITEM: Review Recommended Budget and Draft RFP Scope for Facility Study and Condition Assessment & Facilities Planning for 2024

OBJECTIVE(S): The Village of Kronenwetter intends to retain the services of a consulting team to fill a diverse scope of services regarding the Village’s Municipal Center Departments, Public Works and Utilities in the Village of Kronenwetter.

The purpose of this presentation is to outline the Village’s interest in obtaining the services of a qualified consultant team to provide and determine a concept plan for possible future building and site projects. It also provides a budgetary estimate and conceptual scope of the final project deliverable.

HISTORY/BACKGROUND: In preparation for 2024 and future years’ budgets, the Village of Kronenwetter is interested in reviewing its municipal center and department operating capacity, to include public work and utilities operations.in various locations of the Village.

PROPOSAL: Identify a funding source and provide recommendation for Village Board to approve the Facility Study’s planning and assessment phase of the project. The estimated budget for this phase is \$159,000 which is illustrated on the attached Kronenwetter Center Design & Construction Rough Estimate.

RECOMMENDED ACTION: Asking for guidance by Committee and recommend to Village Board for a funding source for the Facility Study, in order to secure project management services for the RFP phase of the project. This will include procuring services to place the assessment scope of the project.

FINANCIAL

Financial Consideration/Action: At this time premiums are not available for 2024. Placeholder for the 2024 budget is below.

FUNDING SOURCE: To Be Determined.

Account Number/Title: #100-52000-120-231

Current Adopted Budget: \$ TBD – 2024 Budget Item = \$120,150.00 Placeholder
Spent to Date: \$ N/A
Remaining Budget: \$ N/A
Requested Amount: \$ N/A
Remainder of Budgeted Amount, if approved:

Section 5, Item N.

ATTACHMENTS/PACKET:

1. Combine Roof Bid Proposal Packet
2. Insurance Claim Financials

Project: Mesita Industries Office Complex Retrofit Construction

Project Estimate Sheet		TOTAL
Planning & Assessment		
Planning & Assessment	60,259.67	
Survey	25,825.57	
Preliminary Engineering Study and Report	86,085.24	
Subtotal Planning	172,170.49	172,170.49
Design 30% of COC		
Architecture	77,476.72	
Engineering	86,085.24	
Environmental		
Right of Way (ROW)		
	163,561.96	163,561.96
Owner Requirements 10% COC		
Construction Administration and Engineering	146,344.91	
Inspections	8,608.52	
Permitting		
Total Cost of Owner Req.	154,953.44	154,953.44
Construction		
Labor, Materials & Equipment	692,000.00	
General Requirements	13,840.00	
General Conditions	13,840.00	
Sub-total Cost of Construction:	719,680.00	
Contractor Profit at 10%	71,968.00	
Insurance	14,393.60	
Taxes at 6.8%	54,810.83	
Overhead "sub-total:	141,172.43	
Total Cost of Construction	860,852.43	
Contractor Contingency at 8%	68,868.19	
Owner Contingency 10%	86085.24288	
TOTAL WITH CONTINGUENCY	1,015,805.87	1,015,805.87
Total Project Budget		1,506,491.75

	<u>SF</u>	<u>\$ per SF</u>
Offices by Cost Per SQ	2,500.00	\$ 276.80

Kronenwetter Center Design & Construction Rough Estimate

Project Estimate Sheet		ESTIMATED TOTAL
Planning & Assessment		FACILITY STUDY
Project Management	14,000.00	Consultant TBD
Planning & Assessment	90,000.00	
Survey	5,000.00	
Environmental	10,000.00	
Final Preliminary Engineering Study and Report	40,000.00	
Subtotal Planning	159,000.00	159,000.00
Design		
Project Management	40,000.00	Consultant TBD
Architecture	172,800.00	
Engineering	203,005.44	
Environmental	20,000.00	
Right of Way (ROW)	8,000.00	
	403,805.44	403,805.44
Owner Requirements		
Construction Administration and Engineering	182,704.90	
Inspections	120,000.00	
Permitting	40,000.00	
Total Cost of Owner Req.	342,704.90	342,704.90
Construction		
Labor, Materials & Equipment	16,588,800.00	
General Requirements	345,600.00	
General Conditions	345,600.00	
Sub-total Cost of Construction:	17,280,000.00	
Contractor Profit at 8%	1,382,400.00	
Insurance	345,600.00	
Taxes at 6.8%	1,292,544.00	
Overhead "sub-total:	3,020,544.00	
Total Cost of Construction	20,300,544.00	
Contractor Contingency at 6%	1,218,032.64	
Owner Contingency 10%	2,030,054.40	
TOTAL WITH CONTINGUENCY	23,548,631.04	23,548,631.04
	Total Project Budget	24,454,141.38
<i>total sq ft</i>	<i>96,000 sq. ft.</i>	
<i>cost per sq ft</i>	<i>\$180</i>	
	<u><u>17,280,000.00</u></u>	

Based on the Village of Wausau Municipal Building
Not Quite a Year Old

Construction started in Summer of 2021 and work was substantially completed in early winter of 2022.

The construction contract with Miron Construction was \$14,407,318.16.

The total footprint area is 95,214 SF

This breakdown as follows:

- 11,600 SF for Mechanic Bays and Parts Storage
- 61,926 SF for Vehicle Parking and Wash Bay
- 6,991 for the Shops (water/sewer utility, parks and sign areas)
- 14,697 for office area

There is also a second floor which is primarily offices, but there is also a Mezzanine above the shops and parts storage areas which isn't accounted for above.

The facility does house our board room, all office staff, streets, water/sewer utility and parks operations. Fire/EMS and Police have a separate building.

**CONDITION ASSESSMENT & FACILITIES PLANNING
MUNICIPAL CENTER**

VILLAGE OF KRONEN

Village of Konenwetter, Marathon County,
Wisconsin 1582 Kronenwetter Drive, Kronenwetter,
WI 54455

I. INTRODUCTION

Section 5, Item N.

The Village of Kronenwetter intends to retain the services of a consulting team to fill a diverse scope of services regarding the Village's Municipal Center Departments, Public Works and Utilities in the Village of Kronenwetter.

The purpose of this document is to outline the Village's interest in obtaining the services of a qualified consultant team to provide the services requested. This document includes a detailed scope of services for reference in the preparation of a proposal (the RFP is 6 pages)

This RFP is being administered by an outside consultant/firm as an agent for the Village who will not be completing any of the scope of services of this RFP. All questions, clarifications and general communications are to be directed **in writing** to the following contact person:

Consultant Firm
Point of Contact
Contract information

Any addendums to the RFP will be issued to all invited parties via email and require confirmation by the recipient. Attachments to this RFP are available via the Village's cloud file sharing system at the following link (hereinafter referred to as 'Data File'). The link will be emailed to invited firms. [http.](#)

A tour of the facilities involved is scheduled for January 16, 2024 at 10 AM, starting at the Municipal Center – 1582 Kronenwetter Drive, Kronenwetter, WI 54455 (Board Room). This tour is non-mandatory, however, the Village will not schedule individual on-site walk-throughs/meetings with prospective consultants.

Proposals must be received by 2:00 PM, January 24, 2024. Please submit three (3) bound color copies to the Village's physical address (attention Robert J. Roth) and one (1) digital copy in PDF format to the receipt of the above-noted contact person.

II. PROJECT BACKGROUND

In preparation for 2024 and future years' budgets, the Village of Kronenwetter is reviewing its municipal center operating, to include public work and utilities operations in various locations of the Village. This review is to determine a concept plan for possible future building and site projects. The locations is depicted below off the Village mapping:

Picture Satellite Imagery of the Sites

Generally, this RFP includes evaluation of three (3) main areas within the scope of work. The Municipal Center area, a Public Works Shop, and the Well #1 Utilities facilities. The Village finds that the spaces involved in the scope of work are undersized and not suited for the Village's current and future needs. The evaluation of these sites and structures is critical for further planning with respect to the Village's municipal operations, which also include a police department and fire & rescue department.

The scope of work included herein is built on the following main ideas:

- Expand existing Municipal Center or construct a new facility with adequate parking for elections and meeting & conference rooms. Current facility houses police department, fire department, administration, public works & utilities administration, board & meeting rooms, multipurpose room etc.
- New Police Department with capacity for more offices, addition squad bays, restrooms & locker room, patrol room, conference room, gun room, evidence storage breakroom etc. The current Police Department is housed in the Municipal Center, along with the Fire Department.
- Expanded Department of Public Works & Utilities parks storage, Vac Truck storage, snow removal equipment storage.

The Consultant will assist in developing the necessary information to review the current facilities, evaluate options for addition, re-use, salvage etc, space plan for the projected Village needs and growth, generate alternatives for the municipal center campus buildings and plan space needs/layouts in the development of concepts for the Municipal Center area.

The Village provide the consultant information pertinent to this effort. The following are examples:

- Street as-builts record drawings of the surrounding rights-of-way
- Historic building addition plans for the existing municipal building and other facilities
- Pictures of the subject sites and facilities

III. SCOPE OF WORK

The work required of the selected consultant or consultant team will include the following:

Phase I - Data Acquisition & Assessment

- A. Comprehensive Land & Topographic Survey of Municipal Campus
 1. Conduct 50-year title research to verify easement and encumbrances on the municipal grounds, including right-of-way areas adjacent to the campus boundary.
 2. Research historic mapping and recorded surveys, including adjacent right-of-way areas.
 3. Provide topographic survey to 1' contour intervals, of municipal campus and adjacent right-of-ways, including adjacent properties to approximately 100' buffer.
 4. Survey existing property lines/pins.
 5. Survey all existing underground and overhead utilities.
 6. Provide comprehensive property and topographic mapping that accurately depicts site features.
 7. Provide easement documents and property documentation from title research or deeds background in both hard copy and digital format.
 8. Coordination on drawing files and other documentation as reasonably necessary.
- B. Phase I Environmental
 1. Conduct Phase I Environmental Study on Municipal Campus, meeting the requirements of ASTM E 1527-13, 40 CFR 312 (AAI), and ISO 14015.
 2. Coordinate with all parties on all findings.
 3. Prepare report and submit three (3) full hard copies and a digital PDF copy to the Village.
- C. Facility Assessment
 1. Public Works & Utilities Facilities Evaluation
 - a. Interview/meet with Public Works Staff, Water/Sewer Staff and Maintenance Staff, Building Inspector, Fire Inspector and other staff as directed by the Village.
 - b. Perform a general Condition Assessment of public works buildings and sites.

- c. Conduct necessary structural and building inspections to ascertain the condition and life expectancy of the buildings.
 - d. Provide comment on outside parking, maneuverability, signage, lighting and storage layouts.
 - e. Estimate remaining life of buildings and facilities.
 - f. Provide detailed report, including cost estimates in both hard copy and digital formats.
2. Municipal Building Evaluation
- a. Interview/meet with Village Administrator, Public Works Staff, Building Inspector, Fire Inspector, Maintenance Staff and other staff as directed by the Village.
 - b. Perform Condition Assessment of main municipal office building with respect to current building codes, safety requirements, ADA accessibility, & fire codes.
 - c. Conduct necessary structural and building inspections of foundation/basement and roof systems.
 - d. Conduct engineering inspection of plumbing, HVAC, & electrical systems.
 - e. Conduct hazard assessment (mold, asbestos, etc.).
 - f. Assess windows, doors and other openings.
 - g. Assess thermal and vapor barrier efficiency, if available.
 - h. Review energy efficiency of lighting and heating elements.
 - i. Review outside parking, signage and lighting elements.
 - j. Estimate remaining life of buildings and facilities.
 - k. Provide detailed report including cost estimates in both hard copy and digital formats.
3. Parks and Recreation Building Evaluation
- a. Interview/meet with Park and Recreation Staff, Building Inspector, Fire Inspector and other staff as directed by the Village.
 - b. Perform a general Condition Assessment of park buildings.
 - c. Conduct necessary structural and building inspections.
 - d. Estimate remaining life of buildings and facilities.
 - e. Provide detailed report, including cost estimates.

Phase II – Concept Plan Development

- A. Conceptualization of Alternative Uses or Mixed Uses on the Municipal Campus Site.
 - 1. Meet with Village Staff and Department Heads on Potential Uses of Municipal Center and Building Facilities (minimum of 3 meetings)
 - 2. Provide Summary Evaluation, Pros & Cons, Recommendation
 - 3. Functional Programming and Space Projection
 - a. Public Works & Utilities Facilities
 - b. Municipal Building including Park and Recreation Department
- B. Develop Concepts for Municipal Center
 - 1. Conduct Short Term & Long Term Facility Planning Based on Property, Building Condition, Space Projection and Future Concept Uses.
 - 2. Complete Cost Estimates for Budgeting Purposes
 - 3. Provide Mapping, Plan Reports, & Presentation Materials as Necessary for Public Visualization (Rendering of Refined Concepts)

IV. TEAM/CONSULTANT REQUIREMENTS

- 1. Surveying Requirements. Professional Land Surveyor in the State of Wisconsin with a minimum of five (5) years in performing detailed site surveys, ALTA surveys, and municipal right-of-way surveys.
- 2. Environmental Requirements. Professional Engineer in the State of Wisconsin or Environmental Project Manager with a minimum of five (5) years experience in Phase I Environmental Site Studies.
- 3. Building Condition Assessment. Design or construction professional (Engineer, Architect, Construction Manager, etc.) with a minimum of 5 years experience in commercial building assessment, along with representative experts based on specific expertise. Also a minimum five (5) years experience in municipal facility design, planning and construction, and/or similar use facilities such as maintenance garages, shops, schools, etc.
- 4. Concept Plan Development. Engineer, Architect, Design Professional and/or Construction Professional with recognized experience in the planning, design, and construction of municipal facilities. A project team of qualified/specialized consultants is preferred but not required.

V. ANTICIPATED PROJECT TIMEFRAME

1. All work is intended to be completed in 2024 and some elements of the work may depend on budget considerations.

VI. COST PROPOSAL

1. The Cost for the proposed services shall be submitted as a lump sum for professional services with the following breakout:

Phase I

- a. Comprehensive Site and Topographic Survey (and Deliverables)
- b. Phase I Environmental Site Study (and Deliverables)
- c. Facilities Assessment (and Deliverables)
 1. Public Works & Utilities Facilities
 2. Municipal Center Building
 3. Park and Recreation Facilities

Phase II

- a. Concept Development of Alternative of Mixed Uses (and Deliverables)
- b. Concept Development for Municipal Center (and Deliverables)
- c. Concept Development for Park Buildings (and Deliverables) Hours

provided per major work category along with a list of expenses
Hourly Rate Schedule, for 2024 and 2025

VII. INSURANCE MINIMUM REQUIREMENTS FOR CONSULTING SERVICES

1. The VILLAGE OF KRONENWETTER shall be named as additional insured.
2. Commercial general liability insurance for a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
3. Professional liability insurance for limit of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate.
4. Automobile liability insurance for a limit of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
5. Excess liability insurance for a limit of not less than \$1,000,000 over the General Liability and Automobile Liability coverages.

VIII. QUALIFICATION REQUIREMENTS

1. One or more consultants who together present a qualified and suitable consultant team with representatives who each have specific expertise(s) to benefit the project.
2. Design/build organizations with recognized experience in public buildings and concept development, including value engineering and construction management.
3. Engineering or Architectural organizations with recognized experience in municipal buildings and public works buildings, as well as public building construction.
4. For Phase I (a), Engineering and/or Surveying organizations who have qualified and responsible surveying staff (whether in-house or by sub-consultant).
5. For Phase I (b), Engineering, geotechnical or environmental firms who have qualified and responsible staff with experience in Phase I Environmental studies (whether in-house or by subconsultant).
6. Past record of performance on similar contracts, including such factors as control of costs, quality of work, and ability to meet schedules.
7. Capacity of the team to perform the work and meet anticipated project timelines, taking into consideration the current and planned workload of the consultant team.

IX. PROPOSAL REQUIREMENTS & INFORMATION

1. Proposals shall include:
 - a. Consultant team listing (headquarters, local office, contact information) and background information, if any.
 - b. Project approach and insight, describing key concepts and tools that make the project successful
 - c. Qualifications of the project team along with pertinent resumes.
 - d. Statement that consultant/team understands the Project Scope and Deliverables.
 - e. List of items that are to be provided by the Village of Kronenwetter to complete the scope.
 - f. Compliance with insurance requirements.
 - g. Cost information as directed herein.
 - h. Listing of similar projects, description and references.

- 2. Proposals will be reviewed by the Village of Kronenwetter for the following items:
 - a. Consultant team approach, combined with experience & qualifications of representative experience.
 - b. Overall expertise in the area of public building use and construction.
 - c. Experience in the area of concept development for municipal administration & public works buildings.
 - d. Technical expertise in specific areas as designated herein.
 - e. Completeness of the proposal; validity of the response.
 - f. Consultant cost.
 - g. Reference checks.
- 3. The Village of Kronenwetter reserves the right, without qualifications, to select any proposal, to reject any or all proposals, and to apply its judgment with respect to any proposal submitted. The Village further reserves the right to obtain new proposals or to proceed to have the service provided in any way that the Village of Kronenwetter deems appropriate. Although cost & approach to the project will not be the overriding criterion in the selection, such factors may be the determining factor if proposals are deemed to be equivalent in content.
- 4. The Village of Kronenwetter reserves the right to interview any of the responsive consulting firms/teams, or select immediately upon receipt/review of completed proposals.
- 5. The Village of Kronenwetter is not liable for any costs incurred by prospective proposer/respondents prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer/respondent in responding to this RFP are entirely the responsibility of the proposer/respondent, and shall not be reimbursed in any manner by the Village.

---- END OF RFP ----



Jennifer

Report to Community Life, Infrastructure and Public Property Committee

Agenda Item: Discuss & Act On: GEN-012 Complaints to the Village Board Amendment
Meeting Date: November 6, 2023
Referring Body: Community Life, Infrastructure & Public Property Committee
Committee Contact: Christopher Eiden, Committee Chair
Staff Contact: TBD by Committee/Village Board
Report Prepared by: Kim Manley, Interim Administrator

AGENDA ITEM: Discuss & Act On: GEN-012 Complaints to the Village Board Amendment

OBJECTIVE(S): Review policy for updates. The current policy language is written for the purpose of:

“Policy - Village staff shall place a copy of that log on the regular schedule of the Community Life, Infrastructure, and Public Property (CLIPP) for review and discussion by the committee. The committee will review the complaints and summarize the actions that staff took administratively to address the complaints. Suppose the committee feels that a change in the policies, or ordinances of the Village needs to occur. In that case, they shall either place the item on a future CLIPP agenda or recommend that staff take the thing to another committee of the Village for recommendation by that committee to the Village Board. For example, water quality complaints would go to the Utility Committee of the Village, Tax Assessments would go to the Board of Review, etc.”

However, this has morphed into reporting complaints that do not pertain to an ordinance or policy of the Village. It has also been assumed that the Zoning Department is the creator and enforcement behind most of the complaints – such as noxious weeds or an unlicensed vehicle. This is not the case in reviewing **Village Ordinance 382-Nuisances. (included with packet)**. It has also become a place to list complaints against staff. **The Village’s organizational chart** clearly defines the responsible parties for reviewing complaints concerning staff or staff performance. Any complaint with staff or staff performance should be reported to their immediate supervisor. **(included in packet)**

provided

need current version.

The changes made to the policy recognize the original scope:

- 1.) Monthly Reporting of Complaints – but now it clearly states these complaints pertain to the Village Code of Ordinances or Policies only.
- 2.) Committee Review – should an item be referred to another Committee or Village Board still remains in force along with review of the process/outcome taken by staff.

HISTORY/BACKGROUND: At the last meeting of the Committee members asked what the purpose was for bringing a list of complaints to the Committee. What is the purpose of seeing the different complaints – especially for things like junked or inoperable cars, mowing or weeds? The majority of these items are considered a public nuisance under Ordinance 382.

The amendment still recognizes that this is a procedure to review concerns and complaints, it also states the staff will track all written complaints received and answer them using the adopted Village laws/ordinances and state statutes. The words policy or policies here were in areas stricken because a policy cannot supersede an ordinance or state statute so when staff is looking at a particular complaint the law is primary and a policy would be secondary. This is also stated in the revised

paragraph noting complaints, if needed, should be forwarded to the appropriate body for further review of an existing ordinance or policy.

Section 6, Item O.

PROPOSAL: Review current policy for possible amendment.

RECOMMENDED ACTION: To be determined by Committee.

FINANCIAL

Financial Consideration/Action: None.

FUNDING SOURCE:

Account Number/Title: n/a

Current Adopted Budget: \$ n/a

Spent to Date: \$ n/a

Remaining Budget: \$ n/a

Requested Amount:

Remainder of Budgeted Amount, if approved:


ATTACHMENT:

Gen-012 Complaints to the Village – Original

Gen-012 Complaints to the Village – Amended

Ordinance 382-Nuisance, Village of Kronenwetter Code of Ordinances.

Organizational Chart

POLICY ID: GEN-012	TITLE: <i>Complaints to the Village</i>	
<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION EFFECTIVE DATE: <i>Immediate</i>	APPROVED BY VILLAGE BOARD:  Village Clerk	DATE: 05/23/22 & 01/23/23
APPLIES TO:	<input checked="" type="checkbox"/> FLSA EXEMPT <input checked="" type="checkbox"/> REPRESENTED EMPLOYEES	<input checked="" type="checkbox"/> FLSA NON-EXEMPT <input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES
<p style="text-align: center;"><i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i></p>		

Purpose – As part of the Village’s Mission Statement, the Village Board has determined that the Village will meet service demands through high-quality customer service, innovation, a positive work environment, and a commitment to excellence. Therefore, complaints of the Village should be handled administratively by Village staff. The Community Life Infrastructure and Public Property Committee will review them to ensure that if policy changes need to occur, the elected officials of the Village can address them promptly.

Policy – Village staff will log any verbal or written complaint received by the Village related to non-Police or Fire associated matters. Village staff will address the complaints promptly to the best of their ability and within the adopted policies, ordinances, and state statutes.

Village staff shall place a copy of that log on the regular schedule of the Community Life, Infrastructure, and Public Property (CLIPP) for review and discussion by the committee. The committee will review the complaints and summarize the actions that staff took administratively to address the complaints. Suppose the committee feels that a change in the policies, or ordinances of the Village needs to occur. In that case, they shall either place the item on a future CLIPP agenda or recommend that staff take the thing to another committee of the Village for recommendation by that committee to the Village Board. For example, water quality complaints would go to the Utility Committee of the Village, Tax Assessments would go to the Board of Review, etc.

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<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION EFFECTIVE DATE: <i>Immediate</i>		APPROVED BY VILLAGE BOARD: _____ <i>Village Clerk</i>	DATE: 05/23/22 & 01/23/23
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<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

Overview: To review ongoing complaints, to determine if the item(s) raised within the complaint would require possible changes to the Village of Kronenwetter Code of Ordinance.

Designated To: Community Life, Infrastructure and Public Property Committee

Purpose: The Community Life, Infrastructure and Public Property Committee’s purpose is to review the ~~them~~ complaint(s) received that pertain to the Village Code of Ordinances to recognize if ~~policy~~ an ongoing item would require review of an ordinance to determine if a change to the specific ordinance may be needed. This may also apply to any policy that is currently in effect, however, for enforcement purposes the Code of Ordinances and State Statute(s) shall always supersede any policy in place.

~~As part of the Village’s Mission Statement, the Village Board has determined that the Village will meet service demands through high quality customer service, innovation, a positive work environment, and a commitment to excellence. Village staff and the Police Department will report monthly at the meeting of the designated committee log track any verbal or written complaint(s), excluding all items that are not Ordinance related, for example; civil matters, insurance claims or pending litigation, received by the Village not related to complaints against the Police or Fire Departments. related to non-Police or Fire associated matters. Public nuisances under Ordinance 382-Nuisances are by ordinance are initially handled by the Police Department. Village staff will address the complaints promptly to the best of their ability within the adopted ordinances, and state statutes. Complaints of the Village should be handled administratively by Village staff. Discussion, if the Committee determines, may occur on the process, ordinance or outcome with staff. At any time the Committee may recommend that the Ordinance(s) be reviewed for possible amendment.~~

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Chapter 382. Nuisances

[HISTORY: Adopted by the Village Board of the Village of Kronenwetter 4-12-2004 as Ch. 14, Arts. II and III, of the 2004 Code. Amendments noted where applicable.]

GENERAL REFERENCES

- Animals — See Ch. **200**.
- Building construction and fire prevention — See Ch. **218**.
- Fireworks — See Ch. **303**.
- Intoxicating liquor and fermented malt beverages — See Ch. **325**.
- Peace and good order — See Ch. **400**.
- Solid waste — See Ch. **441**.
- Streets and sidewalks — See Ch. **454**.
- Vehicles and traffic — See Ch. **496**.
- Zoning — See Ch. **520**.

§ 382-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

PUBLIC NUISANCE

A thing, act, occupation, condition or use of property which shall continue for such length of time as to:

- A. Substantially annoy, injure or endanger the comfort, health, repose or safety of the public.
- B. In any way render the public insecure in life or in the use of property.
- C. Unlawfully and substantially interfere with, obstruct or tend to obstruct or render dangerous for passage any street, alley, highway, navigable body of water or other public way or the use of public property.

§ 382-2. Violations and penalties; abatement; costs.

- A. Generally any person violating any of the provisions of this chapter shall, upon conviction thereof, be subject to Chapter **1**, General Provisions, § **1-2**, General penalty, of this Code. In addition, a violation of this chapter is subject to Subsections **B** and **C** of this section.
- B. Abatement.
 - (1) Inspection of premises. Whenever complaint is made to the Village that a public nuisance or a violation of § **382-7** exists, the Village Police Department shall forthwith inspect or cause to be inspected the premises complained of and shall make a written report of the inspecting officer's findings. Whenever practicable, the inspecting officer shall cause photographs to be made of the premises and shall file the same in the office of the Clerk.
 - (2) Summary abatement.

- (a) Notice to owner. If the inspecting officer shall determine that a public nuisance within the Village and that there is great and immediate danger to the public health, safety, peace, morals or decency, the Village Police Department shall serve notice on the person causing, permitting or maintaining such nuisance or upon the owner or occupant of the premises upon which such nuisance is caused, permitted or maintained and to post a copy of the notice on the premises. Such notice shall direct the person causing, permitting or maintaining such nuisance or the owner or occupant of the premises to abate or remove such nuisance within 24 hours and shall state that unless such nuisance is so abated, the Village will cause the same to be abated and will charge the cost thereof to the owner, occupant, or person causing, permitting or maintaining the nuisance, as the case may be.
- (b) Abatement by Village. If the nuisance is not abated within the time provided or if the owner, occupant or person causing the nuisance cannot be found, the Health Officer or Village Police Department, in the case of health nuisances, and the Village Police Department in all other cases, shall cause the abatement or removal of such public nuisance.
- (3) Abatement by court action. If the inspecting officer shall determine that a public nuisance exists on private premises but that the nature of such nuisance is not such as to threaten great and immediate danger to the public health, safety, peace, morals or decency, the inspecting officer shall file a written report of his or her findings with the Village Police Department who shall cause an action to abate such nuisance to be commenced in the name of the Village and the Circuit Court of the county, in accordance with the provisions of Wis. Stats. Ch. 823.
- (4) Other methods not excluded. Nothing in this chapter shall be construed as prohibiting the abatement of public nuisances by the Village or its officials in accordance with law.
- C. Cost of abatement. In addition to any other penalty imposed by this chapter for the erection, contrivance, creation, continuance or maintenance of a public nuisance, the cost of abating a public nuisance by the Village shall be collected as a debt from the owner, occupant or person causing, permitting or maintaining the nuisance, and if notice to abate the nuisance has been given to the owner, such cost shall be assessed against the real estate as a special charge.

§ 382-3. Public nuisances prohibited.

No person shall erect, contrive, cause, continue, maintain or permit to exist any public nuisance within the Village.

§ 382-4. Public nuisances affecting health.

The following acts, omissions, places, conditions and things are specifically declared to be public health nuisances, but such enumeration shall not be construed to exclude other health nuisances of this section:

- A. All decayed, harmfully adulterated or unwholesome food or drink sold or offered for sale to the public.
- B. Carcasses of animals, birds or fowl not intended for human consumption or food which are not buried or otherwise disposed of in a sanitary manner within 24 hours after death.
- C. Accumulations of decayed animal or vegetable matter, trash, rubbish, rotting lumber, bedding, packing material, scrap metal or any material whatsoever in which flies, mosquitoes, disease-carrying insects, rats or other vermin may breed.
- D. All stagnant water in which mosquitoes, flies or other insects can multiply.

- E. Garbage cans which are not flytight.
- F. All noxious weeds and other rank growth of vegetation.
- G. All animals running at large.
- H. The escape of smoke, soot, cinders, noxious acids, fumes, gases, fly ash, industrial dust or other atmospheric pollutants within the Village or within one mile therefrom in such quantities as to endanger the health of persons of ordinary sensibilities or to threaten or cause substantial injury to property in the Village.
- I. The pollution of any public well or cistern, stream, lake, canal or other body of water by sewage, creamery or industrial wastes or other substances.
- J. Any use of property, substances or things within the Village emitting or causing any foul, offensive, noisome, nauseous, noxious or disagreeable odors, gases, effluvia or stenches extremely repulsive to the physical senses of ordinary persons which annoy, discomfort, injure or inconvenience the health of any appreciable number of persons within the Village.
- K. All abandoned wells not securely covered or secured from public use.
- L. Any use of property which shall cause any nauseous or unwholesome liquid or substance to flow into or upon any street, gutter, alley, sidewalk or public place within the Village.

§ 382-5. Public nuisances offending morals and decency.

The following acts, omissions, places, conditions and things are specifically declared to be public nuisances offending public morals and decency, but such enumeration shall not be construed to exclude other nuisances offending public morals and decency of this section:

- A. All disorderly houses, bawdy houses, houses of ill fame, gambling houses and buildings or structures kept or resorted to for the purpose of prostitution or gambling.
- B. All gambling devices and slot machines.
- C. All places where alcohol beverages are sold, possessed, stored, brewed, bottled, manufactured or rectified without a permit or license required by § 325-2.
- D. Any place or premises within the Village where ordinances or laws relating to public health, safety, peace, morals or welfare are openly, continuously, repeatedly and intentionally violated.
- E. Any place or premises resorted to for the purpose of drinking alcohol beverages in violation of law or ordinance.

§ 382-6. Public nuisances affecting peace and safety.

The following acts, omissions, places, conditions and things are declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety coming within § 382-3:

- A. All signs and billboards, awnings and other similar structures over or near streets, sidewalks, public grounds or places frequented by the public, so situated or constructed as to endanger public safety.
- B. All buildings erected, repaired or altered in violation of fire hazard areas, relating to materials and manner of construction of buildings and structures within such district.
- C. All unauthorized signs, signals, markings or devices placed or maintained upon or in view of any public highway or railway crossing which purport to be or may be mistaken as an official traffic

control device, railroad signal or which because of its color, location, brilliance or manner of operation interferes with the effectiveness of any such device, signal or sign.

- D. All trees, hedges, billboards or other obstructions which prevent persons driving vehicles on public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk.
- E. All use or display of fireworks except as provided by law.
- F. All buildings or structures so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human use.
- G. All wires over streets, alleys or public grounds which are strung less than 15 feet above the surface thereof.
- H. All loud, discordant and unnecessary noises or vibrations of any kind.
- I. The keeping or harboring of any animal or fowl which by frequent or habitual howling, yelping, barking, crowing or making of other noises shall greatly annoy or disturb a neighborhood or any considerable number of persons within the Village.
- J. All obstructions of streets, alleys, sidewalks or crosswalks and all excavations in or under the same, except as permitted by the Village or which, although made in accordance with Village authorization, are kept or maintained for an unreasonable or illegal length of time after the purpose thereof has been accomplished.
- K. All open and unguarded pits, wells, excavations or unused basements freely accessible from any public street, alley or sidewalk.
- L. All abandoned refrigerators or iceboxes from which the doors and other covers have not been removed or which are not equipped with a device for opening from the inside.
- M. Any unauthorized or unlawful use of property abutting on a public street, alley or sidewalk or of a public street, alley or sidewalk which causes large crowds of people to gather, obstructing traffic and free use of the streets or sidewalks.
- N. Repeated or continuous violations of ordinances or laws relating to the storage of flammable liquids.

§ 382-7. Junked vehicles and other junk.

- A. No disassembled, dismantled, junked, wrecked or inoperable or unlicensed vehicle shall be stored or allowed to remain in the open upon private property within the Village for a period of more than five days unless it is in connection with an automotive sales or repair business enterprise located within a properly zoned area.
- B. The keeping, housing, storing and placing of all junk, such as scrap iron, wrecked vehicles, junked vehicles, junked machinery, wrecked machinery, junked trailers, wrecked trailers, bottles, jugs, rags, broken glass, paper of all kinds, scrap metal and anything that might pertain to a junkyard, is declared to be a public nuisance and detriment to the public health and welfare of the Village.
- C. Any person violating Subsection **A** or **B** of this section shall be subject to § 382-2. Upon removal, the vehicle and/or junk shall be stored in a junkyard or salvage yard or other suitable place for 30 days, and the owner thereof shall be notified, if the name and whereabouts of the owner can be readily ascertained. At the end of this time, the vehicle and/or junk shall be disposed of unless claimed by the owner. If the vehicle and/or junk is claimed by the owner, all reasonable charges for handling and storage shall be paid by the owner.

§ 382-8. Misuse of 911 emergency telephone system.

- A. Definitions. The following definitions shall apply in the interpretation and the enforcement of this section:

EMERGENCY

A situation in which property or human life is in jeopardy and the prompt summoning of aid is essential.

- B. No person shall dial the telephone number "911" knowing that no emergency in fact exists.
- C. No person shall dial the telephone number "911" and report a situation that he or she knows does not exist.

