

### ADMINISTRATIVE POLICY COMMITTEE MEETING AGENDA

May 15, 2025 at 5:30 PM

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

### 1. CALL MEETING TO ORDER

- A. Pledge of Allegiance
- B. Roll Call
- 2. SELECTION OF A CHAIRPERSON
- 3. SELECTION OF A VICE-CHAIRPERSON
- 4. COMMITTEE DUTIES AND RESPONSIBILITIES REVIEW
  - <u>C.</u> Administrative Policy Committee Duties and Responsibilities
- 5. ANNOUNCEMENT OF CLOSED SESSION

### 6. 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.

### 7. APPROVAL OF MINUTES

### 8. REPORTS AND DISCUSSIONS

D. Finance Director Report

### 9. OLD BUSINESS- DISCUSSION AND POSSIBLE ACTION

- E. RFP Village Attorney
- **F.** Assignment of Administrator Responsibilities
- G. Status Update: Review of Employee Handbook

### 10. NEW BUSINESS- DISCUSSION AND POSSIBLE ACTION

- H. Open Position Planning Technician or Utility Clerk (with internal transfer)
- I. Approval of Road Maintenance Bid
- J. 2025 Farmers Market Musician Contracts
- K. Fringe Life Insurance Benefits
- L. DNR FFP Grant

### 11. CLOSED SESSION

Consideration of motion to convene into closed session pursuant to Wis. Stat. 19.85 (1)( c ) for consideration of employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – to wit Review of Administrator Applicants

### **12. RECONVENE OPEN SESSION**

Consideration of motion to reconvene into open session.

- **13.** ACTION AFTER CLOSED SESSION
- 14. CONSIDERATION OF ITEMS FOR FUTURE AGENDA
- 15. NEXT MEETING: June 19, 2025

### 16. 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: 05/09/2025 Kronenwetter Municipal Center and <u>www.kronenwetter.org</u>

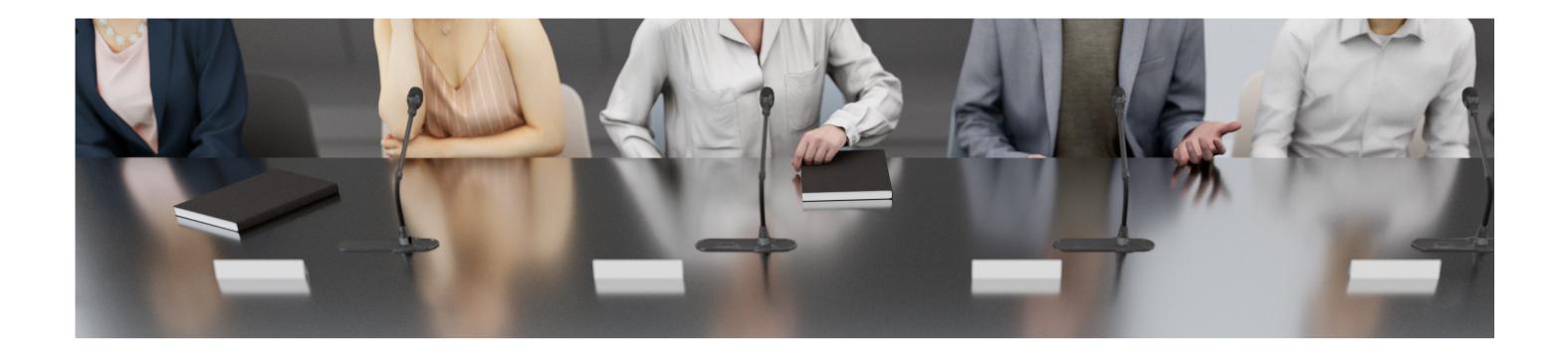
Faxed: WAOW, WSAU, City Pages, Mosinee Times | Emailed: Wausau Daily Herald, WSAW, WAOW, Mosinee Times, Wausau Pilot and Review, City Pages

# Administrative Policy Committee

# **Duties and Responsibilities**

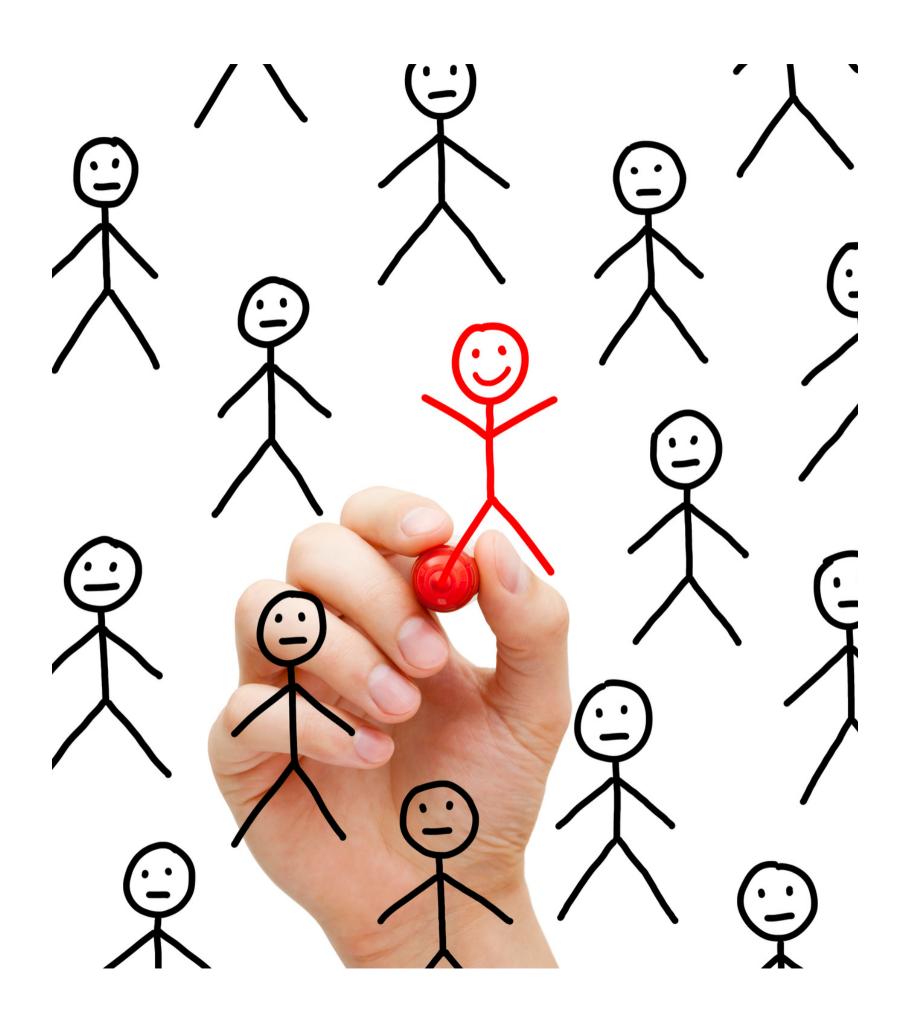




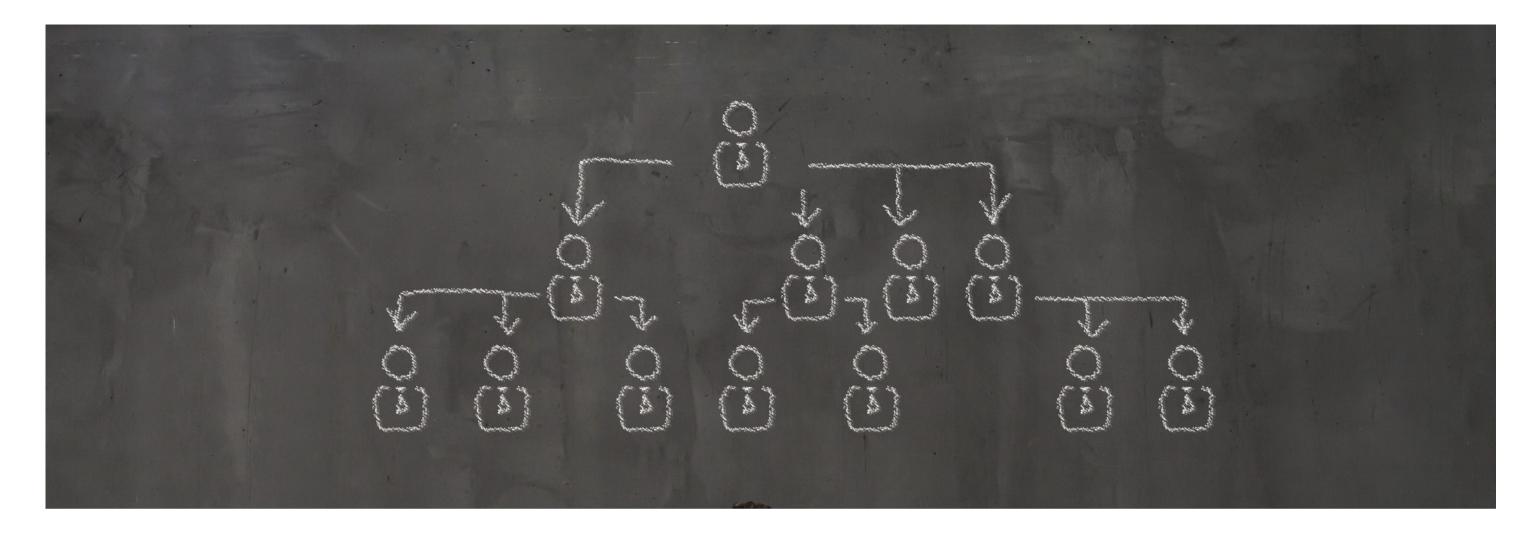


### A. Composition.

The Administrative Policy Committee shall consist of **five** members. Two members shall be Village Trustees. Three members shall be citizen members. Three members of the Administrative Policy Committee shall constitute a quorum.



# **B. Appointment.** The Village President appoints members to the **Administrative Policy** Committee, with consultation and confirmation by the Village Board.



## **C.** Organization.

The Administrative Policy Committee shall select a Chairperson and Vice Chairperson annually as described in §§ 14-10 and 14-11. [Amended 2-12-2019 by Ord. No. 19-02]

# D. Recordkeeping.

The Administrative Policy Committee shall keep a written record of its proceedings to include all actions taken, a copy of which shall be filed with the Village Clerk.





# **E.** Meetings. The APC shall meet quarterly or more often as determined by the Committee,

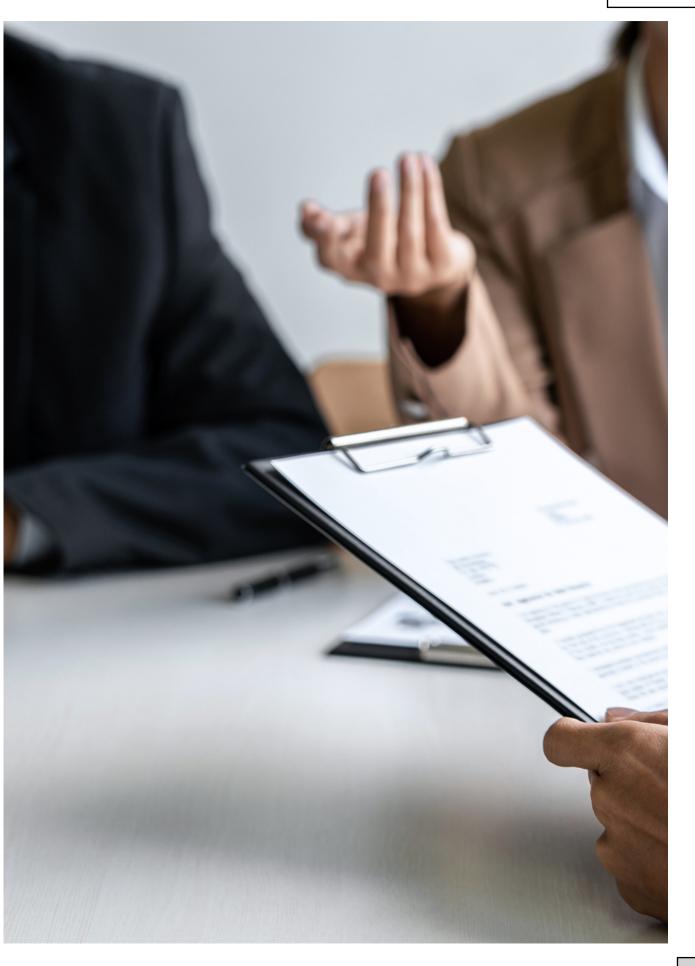
- Chairperson, Village
- Board, or Administrator.
- [Amended 2-12-2019 by
- Ord. No. 19-02]

F. It shall be the responsibility of the Village Administrator to see to it that the **duties** in Subsection G, below, shall be **verbally** enumerated and reviewed by the Committee through discussion annually at the May Committee meeting after the Chairperson and the Vice Chairperson are selected. In the absence of the Village Administrator, this duty shall fall to the Village Clerk. [Amended 2-12-2019 by Ord. No. 19-02; 8-24-2021 by Ord. No. 21-08]



## G. Duties.

The Administrative Policy Committee is composed of sworn public officials assigned the responsibility of providing recommendations to the Village Board, and/or recommendations or memos to other committees on issues regarding administration, finances, and human resources for the shortterm and long-term good of the Village and its citizens.

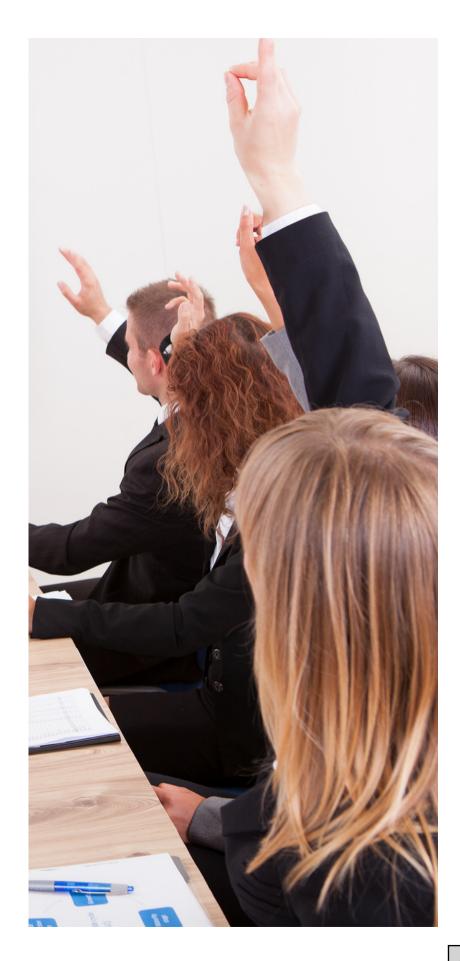




The Kronenwetter Village Board recognizes and respects the fundamental importance of our committee structure and the weight of the citizenmember responsibilities as well as the value of wellconsidered and researched committee recommendations.

Section 4. Ite

Therefore, it is determined that **the** performance of these itemized duties shall not in any way be obstructed, curtailed, or bypassed by anyone either directly or by omission, except as deemed necessary by a majority vote of the Village Board. This Committee's duties shall be liberally construed to include review, research, and recommendations regarding the following: [Amended 8-24-2021 by Ord. No. 21-08]





# (1) Personnel policies;



# POLICIES PROCEDURE

# (2) Staffing levels and changes to position descriptions and wage scales;

# (3) Changes to policies of the Village as they relate to personnel or financial matters;

13

Section 4, ItemC



(4) Proposed annual budgets for presentation to the Village Board;



(5) through regular reports, including the annual audit;



(6) Acquisition or disposition of Village-owned property;

# The monitoring of revenues and expenditures



# (7) Operational and capital budgets of all the departments of the Village, including the Village of Kronenwetter Water Utility and the Village of Kronenwetter Sewer Utility;



### (8) Grant applications;



(9) Financial review of capital projects and contracted services as defined in Village Policy FIN-004;



(10) Recruitment process for the Village Administrator or a department head position when a vacancy occurs in any of those positions;



(11) Review of internal financial controls and auditor's recommendations; and



# (12) Any other matter the Village Board or Administrator may refer.



### **REPORT TO APC**

# ITEM NAME:Finance/Treasurer Office Update – 2024 & 2023 Internal Financial<br/>Statements (Pre-Audited as of 5/14/2025)PREPARED BY:John Jacobs, Interim Finance DirectorDATE PREPARED:5/14/2025

We are coming down to the last leg of the 2024 financial audit as of 5/14/2025. A few adjustments will be recorded yet by the auditors and myself before the end of May 2025. The 2024 depreciation calculation for the Enterprise Funds (Water & Sewer Utilities) will be updated in the next couple weeks by the auditors. The interest income allocation across all funds will be finalized, once all adjustments have been identified and recorded. Also, the interfund transfer between the General Fund and the Municipal Court Fund has not yet been recorded, but will be recorded in time for the 5/29/2025 Village Board meeting. In the meantime, this preliminary "pre-audited" calculation for some of the Village's Funds will be helpful in evaluating the financial position of the Village at 12/31/2024 as compared to 12/31/2023, before the 2024 financial audit has been completed.

I will provide several highlights here for you, across the funds that have neared completion as of 5/14/2025. The remaining funds and cash/investments report will be distributed to the Village Board on 5/29/2025, and then at the APC Committee meeting in June.

### General Fund:

- 2024 Revenues over Expenditures = \$332,871
- 2023 Revenues under Expenditures = (\$225,926) Deficit
- Therefore, the 2024 fund balance will have ADDED \$332,871 to the Village's fund balance, instead of a reduction that occurred in 2023.
- 2024 Unassigned Fund Balance = \$960,938 (or 16.85% of the 2024 budget)
- 2023 Unassigned Fund Balance = \$182,212 (or 3.52% of the 2023 budget)
- This is an improvement of \$778,726 for 2024, which was the result of 2024 budgetary savings and non-restrictions at 12/31/2024 for no budget carryovers or applying fund balance for the 2025 budget.
- Unassigned Fund Balance % for 2023 = 3.52%
- Unassigned Fund Balance % for 2024 = 16.85%
- This is a huge improvement for 2024, due to budgetary savings and applying no fund balances at 12/31/2024 to balance the 2025 budget.
- 2024 Pre-Audited Revenues = \$5,236,202
- 2023 Audited Revenues = \$4,839,767
- 2024 Revenue Increase = \$396,435 (this is a good thing!)

- 2024 Pre-Audited Expenditures = \$4,903,331
- 2023 Audited Expenditures = \$5,065,693
- 2024 Expenditure Reduction = \$162,362 (this is a good thing!)
- Advance to TID #1 at 12/31/2023 = \$2,551,634
- Advance to TID #1 at 12/31/2024 (estimate) = \$2,660,182
- Increased advance to TID #1 for 2024 = \$108,548 (this is not a good thing (B))
- The 2024 budget had planned to apply fund balance of \$657,853 to balance the 2024.
- In reality, instead of utilizing 2024 fund balance, the General Fund is ADDING \$332,871 to the fund balance, which allows the Village to be in compliance with its Minimum General Fund Balance Policy as of 12/31/2024 (exceeding 15%).

### **Debt Service Fund:**

- 2024 Revenues under Expenditures = (\$472,916) Deficit
- 2023 Revenues over Expenditures = \$35,798
- Therefore, the 2024 fund balance was reduced by (\$472,916) as of 12/31/2024.
- 2023 Total Fund Balance = \$595,895
- 2024 Total Fund Balance = \$122,979
  - Balance remaining from 2024 bond premium (\$73,679), which will be applied towards the 2026 budget (so the tax levy can be \$73,679 in next year's budget)
  - Unassigned fund balance remaining = \$49,300
- You will recall that the TID funds collect property taxes in the individual TID funds, and incur all of their own TID debt service costs (principal and interest). No actual TID revenue was transferred into the Debt Service Fund. Likewise, no TID debt service costs were paid out of the Debt Service Fund.

### Water Utility Fund:

- 2024 Revenues over Expenses = \$157,716
- 2023 Revenues over Expenses = \$276,569
- Therefore, the 2024 fund balance will have ADDED \$157,716 to the Water Utility fund balance.
- No capital costs are recorded as "expenses" in the Water Utility Fund. Rather, all capital costs are "capitalized" as an Asset, and will be depreciated over the useful life of the capital asset.
- The Village utilized \$2,282,473 of the Safe Drinking Water Loan Program (out of a maximum of \$3,385,500) as of 12/31/2024. The remaining balance of \$1,103,027 was utilized during 2025. The Village only paid interest of \$43,726 on this loan in 2024. Principal payments will begin annually starting on 5/01/2025.
- The 2024 budget had been set with a budgetary deficit = (\$55,936)
- However, the actual estimated net change in net position at 12/31/2024 = \$157,716 (which is a
  positive budget variance of \$213,652).

### Sewer Utility Fund:

- 2024 Revenues over Expenses = \$26,576
- 2023 Revenues under Expenses = (\$138,135) Deficit
- Therefore, the 2024 fund balance will have ADDED \$26,576 to the Sewer Utility fund balance. The primary result of the 2024 increase was the necessary increase in the sewer rates in 2024.
- No capital costs are recorded as "expenses" in the Sewer Utility Fund. Rather, all capital costs are "capitalized" as an Asset, and will be depreciated over the useful life of the capital asset.
- The Rib Mt Sewerage District expenses for 2024 = \$474,327, as compared to \$297,985 for 2023 (which is an increase of \$176,342 for 2024). Hopefully, this expense trend does not continue from year-to-year at this pace.
- There presently is no debt in the Sewer Utility Fund as of 12/31/2024.
- The 2024 budget had been set with a budgetary deficit = (\$11,958)
- However, the actual estimated net change in net position at 12/31/2024 = \$26,576 (which is a positive budget variance of \$38,534).

The remaining Special Revenue Funds and Capital Projects Funds will be distributed in time for the 5/29/2025 Village Board meeting and the June 2025 APC meeting.

### **VILLAGE OF KRONENWETTER**

### Pre-Audited Comparative Internal Financial Statements for Years Ending December 31, 2024 and 2023

(2024 Statements are Pre-Audited as of 5/14/2025; 2023 Comparative Statements have been audited)

### **General Fund:**

- General Fund Summary
- General Fund Revenues
- General Fund Expenditures
- General Fund 2024 Budget vs. Actual Detail

### **Debt Service Fund:**

• Debt Service Fund – Summary

### **Enterprise Funds:**

- Water Utility Fund Summary
- Sewer Utility Fund Summary

### VILLAGE OF KRONENWETTER **General Fund Summary** Year Ended December 31, 2024 and 2023

(Pre-Audited as of 5/14/2025)

REVENUES:	Pr	2024 e-Audited	2024 Final Budget	v	24 Budget /ariance - Positive Negative)		2023 Audited
Taxes	\$	1,693,620	\$ 1,691,196	\$	2,424	\$	1,672,177
Intergovernmental		2,532,888	2,433,032		99,856		2,148,368
Licenses, Permits, and Other		137,972	148,700		(10,728)		127,342
Fines & Forfeitures		37,275	34,000		3,275		30,758
Public Charges for Services		534,255	527,800		6,455		517,868
Intergovernmental Charges for Services		2,942	7,600		(4,658)		7,625
Miscellaneous		252,250	157,825		94,425		330,848
Other Financing Sources		45,000	 702,853		(657,853)	_	4,781
TOTAL REVENUES	\$	5,236,202	\$ 5,703,006	\$	(466,804)	\$	4,839,767
EXPENDITURES:							
General Government	\$	997,731	\$ 1,261,858	\$	264,127	\$	1,044,560
Public Safety		1,855,150	2,023,286		168,136		1,852,223
Public Works		1,743,402	2,021,101		277,699		1,843,024
Health & Human Services		-	5,000		5,000		4,995
Culture & Recreation		108,609	123,764		15,155		112,133
Conservation & Development		151,311	203,618		52,307		144,794
Debt Service		29,484	29,484		-		34,914
Other Financing Uses		17,644	34,895		17,251		29,050
TOTAL EXPENDITURES	\$	4,903,331	\$ 5,703,006	\$	799,675	\$	5,065,693
NET CHANGE IN FUND BALANCE	\$	332,871	\$ -	\$	332,871		(225,926)
Fund Balance - January 1st: <u>Nonspendable:</u> Inventories & Prepaid Items Advance to TID #1	\$	111,765 2,551,634				\$	13,911 2,471,902
Assigned:							
Subsequent year's budget		402,438					160,000
Carryover funds		178,166					132,875
Unassigned		182,212				-	873,453
Total Fund Balance - January 1st	\$	3,426,215				\$	3,652,141
Fund Balance - December 31st:							
Fund Balance - December 31st: Nonspendable:							
	\$	137,966				\$	111,765
Nonspendable:	\$	137,966 2,660,182				\$	111,765 2,551,634
Nonspendable: Inventories & Prepaid Items Advance to TID #1 Assigned:	\$					\$	2,551,634
<u>Nonspendable:</u> Inventories & Prepaid Items Advance to TID #1 <u>Assigned:</u> Subsequent year's budget	\$					\$	2,551,634 402,438
<u>Nonspendable:</u> Inventories & Prepaid Items Advance to TID #1 <u>Assigned:</u> Subsequent year's budget Carryover funds	\$	2,660,182 - -				\$	2,551,634 402,438 178,166
Nonspendable: Inventories & Prepaid Items Advance to TID #1 <u>Assigned:</u> Subsequent year's budget Carryover funds <u>Unassigned</u>		2,660,182 - - <b>960,938</b>					2,551,634 402,438 178,166 182,212
<u>Nonspendable:</u> Inventories & Prepaid Items Advance to TID #1 <u>Assigned:</u> Subsequent year's budget Carryover funds	\$	2,660,182 - -				\$	2,551,634 402,438 178,166
Nonspendable: Inventories & Prepaid Items Advance to TID #1 <u>Assigned:</u> Subsequent year's budget Carryover funds <u>Unassigned</u>		2,660,182 - - <b>960,938</b>					2,551,634 402,438 178,166 182,212

### VILLAGE OF KRONENWETTER **General Fund Revenues** Year Ended December 31, 2024 and 2023 (Pre-Audited as of 5/14/2025)

REVENUES:	P	2024 re-Audited		2024 Final Budget	V	24 Budget ariance - Positive Vegative)		2023 Audited
Taxes:								
General Property Taxes	\$	1,655,461	\$	1,655,461	\$	-	\$	1,631,019
Mobile Home Taxes		8,901		4,735		4,166		6,873
Managed Forest Land Taxes		29,258		31,000		(1,742)		31,229
Interest & Penalties on Taxes		-		-		-		3,056
Total Taxes	\$	1,693,620	\$	1,691,196	\$	2,424	\$	1,672,177
Intergovernmental:								
State Shared Revenues	\$	462,533	\$	462,533	\$	-	\$	442,819
Environmental Impact Fees		34,627		34,627		-		34,627
Shared Taxes-Weston 4		1,629,213		1,452,753		176,460		1,187,478
Highway Aids		327,379		327,331		48		322,772
Recycling Grant		28,816		28,500		316		28,512
Computer Aids		404		404		-		404
Personal Property State Aids		15,505		15,505		-		15,505
Law Enforcement Grants		-		-		-		78,445
Election Service Aids		-		-		-		828
Forest Crop & Severance Taxes		3,828		3,800		28		3,812
County Bridge Aids		9,542		35,000		(25,458)		9,976
County Timber Sales		6,962		11,500		(4,538)		11,111
All Other Governmental		14,079		61,079		(47,000)		12,079
Total Intergovernmental	\$	2,532,888	\$	2,433,032	\$	99,856	\$	2,148,368
Licenses, Permits, and Other: Licenses:								
Occupational Licenses	\$	3,800	\$	3,600	\$	200	\$	4,850
Dog Licenses		176		2,350		(2,174)		3,910
Cable Franchise Fees		89,520		71,000		18,520		70,560
Permits:								
Building Permits		29,305		65,000		(35,695)		33,453
Excavating/Mining Permits		3,100		500		2,600		700
Plat Reviews		3,918		2,500		1,418		2,900
Other:								
Other Licenses/Permits		5,853		2,750		3,103		10,144
Other Regulatory Fees		2,300		1,000		1,300		825
Total Licenses, Permits, and Other	\$	137,972	\$	148,700	\$	(10,728)	\$	127,342
Fines & Forfeitures:								
Court Fines & Penalties	\$	37,275	\$	34,000	\$	3,275	\$	30,758
Total Fines & Forfeitures	\$	37,275	\$	34,000	\$	3,275	\$	30,758
Public Charges for Services:								
Public Records/Special Assessment Searches	\$	4,620	\$	3,200	\$	1,420	\$	4,245
Public Safety	Ψ	4,020	Ψ	100	Ψ	95	Ψ	230
Fire Department		- 190		2,500		(2,500)		2,070
Streets		1,350		7,500		(6,150)		861
Garbage/Refuse/Recycling		528,090		514,500		(8,150) 13,590		510,462
Total Public Charges for Services	\$	534,255	\$	527,800	\$	6,455	\$	517,868
Intergovernmental Charges for Services:	*	0.040	*	0 500	*	440		0.505
Crossing Guard	\$	2,942	\$	2,500	\$	442	\$	2,525
Fire Protection		-		5,100	*	(5,100)	-	5,100
Total Intergovernmental Charges for Services	_\$	2,942	\$	7,600	\$	(4,658)		7,625

23

### VILLAGE OF KRONENWETTER General Fund Revenues Year Ended December 31, 2024 and 2023 (Pre-Audited as of 5/14/2025)

REVENUES:	Pr	2024 Pre-Audited		2024 Final Budget		2024 Budget Variance - Positive (Negative)		2023 Audited
Miscellaneous:								
Interest Income	\$	157,369	\$	120,000	\$	37,369	\$	121,570
Rent of Village Property		13,929		10,600		3,329		11,635
Sales of Materials & Supplies		4,104		1,600		2,504		1,729
Sales of Village Property		31,342		7,625		23,717		-
Insurance Claims & Refunds		29,656		2,500		27,156		177,748
Private Donations		2,005		4,500		(2,495)		7,091
Miscellaneous		13,845		11,000		2,845		11,075
Total Miscellaneous	\$	252,250	\$	157,825	\$	94,425	\$	330,848
Other Financing Sources:								
Transfer from Other Funds	\$	45,000	\$	45,000	\$	-	\$	4,781
Apply Undesignated Fund Balance		-		479,688		(479,688)		-
Apply Carryover Funds from Prior Year		-		178,165		(178,165)		-
Total Other Financing Sources	\$	45,000	\$	702,853	\$	(657,853)	\$	4,781
TOTAL REVENUES	\$	5,236,202	\$	5,703,006	\$	(466,804)	\$	4,839,767

### VILLAGE OF KRONENWETTER General Fund Expenditures Year Ended December 31, 2024 and 2023 (Pre-Audited as of 5/14/2025)

EXPENDITURES:	2024 Pre-Audited	2024 Final Budget	2024 Budget Variance - Positive (Negative)	2023 Audited
General Government:				
Village Board	\$ 29,277	\$ 37,525	\$ 8,248	\$ 21,493
Municipal Court	18,765	15,000	(3,765)	14,107
Village Attorney	126,640	130,000	3,360	42,369
General Office	150,688	136,850	(13,838)	232,047
Administrator	60,044	122,782	62,738	56,231
Clerk	93,276	99,393	6,117	85,079
Deputy Clerk-Treasurer	7,711	8,910	1,199	13,727
Administrative Assistant	78,318	79,116	798	61,362
Account Clerk	65,848	79,543	13,695	88,854
Elections	46,525	48,530	2,005	20,085
Treasurer	54,096	67,255	13,159	105,507
Assessor	19,824	17,450	(2,374)	17,798
Municipal Building	183,313	330,662	147,349	198,660
Commissions/Committees	4,153	11,100	6,947	12,724
Other General Government	59,253	77,742	18,489	74,517
Total General Government	\$ 997,731	\$ 1,261,858	\$ 264,127	\$ 1,044,560
Public Safety:				
Police & Fire Commission	\$ 6,252	\$ 7,653	\$ 1,401	\$ 4,961
Police Department	1,417,333	1,529,806	112,473	1,266,917
Crossing Guards	6,365	6,147	(218)	5,557
Fire Department	272,150	304,687	32,537	360,904
First Responders	46,990	47,993	1,003	99,489
Ambulance	76,326	87,000	10,674	71,231
Building Inspector	18,498	26,600	8,102	30,776
Capital Outlay-Police	6,605	7,900	1,295	6,886
Capital Outlay-Fire	1,485	1,500	1,200	1,500
Capital Outlay-First Responders	3,146	4,000	854	4,002
Total Public Safety	\$ 1,855,150	\$ 2,023,286	\$ 168,136	\$ 1,852,223
Public Works:				
Engineering	\$ 5,233	\$ 25,000	\$ 19,767	\$-
Public Works Director	33,147	¢ 25,000 65,435	32,288	φ 41,419
Road & Street Maintenance	1,065,083	1,067,561	2,478	1,015,719
Winter Maintenance	101,786	234,605	132,819	174,771
Weather Sirens	250	1,000	750	-
Shop & Garage	28,963	40,200	11,237	38,894
Street Lighting	53,810	55,300	1,490	49,063
Solid Waste/Recycling Collection	455,130	532,000	76,870	492,216
Capital Outlay-Road Construction	-	-	-	30,942
Total Public Works	\$ 1,743,402	\$ 2,021,101	\$ 277,699	\$ 1,843,024
Health & Human Services:				
Animal and Insect Control	¢	¢ 5.000	¢ 5.000	¢ 4.005
Total Health & Human Services	<u>\$ -</u> \$ -	\$ 5,000 \$ 5,000	\$5,000 \$5,000	\$ 4,995
Total Health & Human Services	ф -	\$ 5,000	\$ 5,000	\$ 4,995

### VILLAGE OF KRONENWETTER General Fund Expenditures Year Ended December 31, 2024 and 2023 (Pre-Audited as of 5/14/2025)

EXPENDITURES:	Pr	2024 e-Audited	 2024 Final Budget	Va F	24 Budget ariance - Positive legative)	2023 Audited
Culture & Recreation:						
Parks	\$	108,609	\$ 123,764	\$	15,155	\$ 112,133
Total Culture & Recreation	\$	108,609	\$ 123,764	\$	15,155	\$ 112,133
Conservation & Development:						
Community Development/Zoning	\$	112,137	\$ 132,553	\$	20,416	\$ 92,822
Planning Technician	\$	39,174	\$ 71,065	\$	31,891	\$ 51,972
Total Conservation & Development	\$	151,311	\$ 203,618	\$	52,307	\$ 144,794
Debt Service:						
Debt Service-Lease Payment/Public Works	\$	29,484	\$ 29,484	\$	-	\$ 29,484
Debt Service-Lease Payment/General Office	\$	-	\$ -	\$	-	5,430
Total Debt Service	\$	29,484	\$ 29,484	\$	-	\$ 34,914
Other Financing Uses:						
Transfer to Municipal Court Fund	\$	249	\$ 17,500	\$	17,251	\$ 29,050
Transfer to Equipment Replacement Fund	\$	17,395	\$ 17,395		-	\$ 
Total Other Financing Uses	\$	17,644	\$ 34,895	\$	17,251	\$ 29,050
TOTAL EXPENDITURES	\$	4,903,331	\$ 5,703,006	\$	799,675	\$ 5,065,693

### VILLAGE OF KRONENWETTER REVENUES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

		PER	IOD ACTUAL	YTD ACTUAL	BUDGET		UNEARNED	PCNT
	TAXES							
100-41000-110	GENERAL PROPERTY TAXES		.00	1,655,461.00	1,655,461.00		.00	100.0
100-41000-140	MOBILE HOME FEES (MONTHLY)		515.02	6,313.10	4,500.00	(	1,813.10)	140.3
100-41000-141	MOBILE HOME LOTTERY CREDIT		.00	2,588.04	235.00	(	2,353.04)	1101.3
100-41000-151	MANAGED FOREST LAW (MFL)		29,257.70	29,257.70	31,000.00	,	1,742.30	94.4
	TOTAL TAXES		29,772.72	1,693,619.84	1,691,196.00	(	2,423.84)	100.1
	INTERGOVERNMENTAL REVENUE							
100-43000-001	STATE; SHARED REVENUES		.00	462,532.50	462,532.50		.00	100.0
100-43000-003	ALL OTHER INTERGOVERNMENTAL		.00	.00	20,000.00		20,000.00	.0
100-43000-005	ENVIRONMENTAL IMPACT FEES		.00	34,627.00	34,627.00		.00	100.0
100-43000-410	SHARED TAXES-WESTON 4		.00	1,629,212.82	1,452,752.71	(	176,460.11)	112.2
100-43000-531	STATE; QUARTERLY HIGHWAY AID		.00	327,379.39	327,330.97	(	48.42)	100.0
100-43000-540	LOCAL ROADS IMPROVEMENT GRANTS		.00	.00	25,000.00		25,000.00	.0
100-43000-541	COUNTY; CULVERT REIMBURSEMENT		.00	9,541.95	35,000.00		25,458.05	27.3
100-43000-545			.00	28,816.52	28,500.00	(	316.52)	101.1
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	12,078.85		.00	100.0
100-43000-650	CROSSING GUARD FEES		.00	2,942.17	2,500.00	(	442.17)	117.7
100-43650-000	FOREST CROP/MAN FOREST LAND		.00	3,827.66	3,800.00	(	27.66)	100.7
100-43670-000	PERSONAL PROPERTY STATE AID		.00	15,505.25	15,505.25		.00	100.0
100-43790-000	OTHER LOCAL GOVERNMENT GRANTS		.00	2,000.00	4,000.00		2,000.00	50.0
	TOTAL INTERGOVERNMENTAL REVENUE		.00	2,528,868.38	2,424,031.55	(	104,836.83)	104.3
	LICENSES & PERMITS							
100-44000-002	ALL OTHER PERMITS & LICENSES		30.00	1,668.00	.00	(	1,668.00)	.0
100-44000-110	LIQUOR & BEER LICENSES		.00	2,910.00	2,400.00	(	510.00)	121.3
100-44000-120	OPERATOR LICENSES		.00	190.00	1,000.00		810.00	19.0
100-44000-121	CIGARETTE LICENSES		.00	.00	100.00		100.00	.0
100-44000-122	KENNEL LICENSES & PERMITS		375.00	600.00	.00	(	600.00)	.0
100-44000-123	MOBILE HOME COURT LICENSES		.00	100.00	100.00		.00	100.0
100-44000-124	DOG LICENSE LATE FEES		.00	3.50	150.00		146.50	2.3
100-44000-131	FARMERS MARKET PERMIT		.00	1,040.00	1,000.00	(	40.00)	104.0
100-44000-200	DOG LICENSES	(	2,933.50)	172.50	2,200.00		2,027.50	7.8
100-44000-210	SIGN PERMITS/MISC LIC/PERMITS		.00	1,844.58	500.00	(	1,344.58)	368.9
100-44000-300	BUILDING PERMITS	(	17,928.38)	29,305.25	65,000.00		35,694.75	45.1
100-44000-400	ZONING & VARIANCE CHANGES		.00	2,300.00	1,000.00	(	1,300.00)	230.0
100-44000-401	CONDITIONAL USE PERMITS		.00	1,300.00	1,250.00	(	50.00)	104.0
100-44000-402	PLAT/CSM/SITE PLAN REVIEWS		200.00	3,917.54	2,500.00	(	1,417.54)	156.7
100-44000-900	EXCAVATING PERMITS		100.00	3,100.00	500.00	(	2,600.00)	620.0
	TOTAL LICENSES & PERMITS	(	20,156.88)	48,451.37	77,700.00		29,248.63	62.4

### VILLAGE OF KRONENWETTER REVENUES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	FINES, FORFEITURES AND PENALT					
100-45100-100	FINES	2,671.00	27 274 52	24 000 00	( 0.074.50)	
100-40100-100		2,671.00	37,274.52	34,000.00	( 3,274.52)	109.6
	TOTAL FINES, FORFEITURES AND PENALT	2,671.00	37,274.52	34,000.00	( 3,274.52)	109.6
	PUBLIC CHARGES FOR SERVIC					
100-46000-200	SPECIAL ASSESSMENT SEARCH	350.00	4,620.17	3,200.00	( 1,420.17)	144.4
100-46000-210	POLICE DEPARTMENT SERVICES	90.00	195.60	100.00	( 95.60)	
100-46000-221	FIRE DEPARTMENT SERVICES	.00	.00	2,500.00	2,500.00	.0
100-46000-420	GARBAGE COLLECTION FEES	186.73	528,089.60	514,500.00	( 13,589.60)	102.6
	TOTAL PUBLIC CHARGES FOR SERVIC	626.73	532,905.37	520,300.00	( 12,605.37)	102.4
	INTERGOV'T. CHARGES FOR S					
100-47000-323	TOWN OF GUENTHER-STANDBY FEES	.00	.00	5,100.00	5,100.00	.0
	TOTAL INTERGOV'T. CHARGES FOR S	.00	.00	5,100.00	5,100.00	.0
	MISCELLANEOUS REVENUES					
100-48000-100	INTEREST EARNED ON INVESTMENTS	12,662.43	157,368.75	120,000.00	( 37,368.75)	131.1
100-48000-200	MUNICIPAL CENTER & PARK RENTAL	( 361.14)	11,218.86	7,500.00	( 3,718.86)	149.6
100-48000-201	ATHLETIC/SOCCER FIELD RENTAL	.00	2,710.00	3,100.00	390.00	87.4
100-48000-306	SALE OF SCRAP AND USED OIL	.00	2,811.67	1,500.00	( 1,311.67)	
100-48000-309	WOOD SALES-COUNTY FOREST LAND	.00	6,961.74	11,500.00	4,538.26	60.5
100-48000-311	MISCELLANEOUS REVENUE	6,295.81	13,845.50	11,000.00	( 2,845.50)	125.9
100-48000-312	SALE OF OFFICE SUPPLIES	20.12	1,292.18	100.00	( 1,192.18)	
100-48000-314	CULVERT & ROADWAY WORK/SALE	.00	1,350.00	7,500.00	6,150.00	18.0
100-48000-316	FRANCHISE FEE	18,786.64	89,520.19	71,000.00	( 18,520.19)	126.1
100-48000-500	DONATIONS; OTHER	.00	.00	500.00	500.00	.0
100-48000-530	DONATIONS-POLICE DEPARTMENT	( 417.10)	430.86	500.00	69.14	86.2
100-48301-000	SALE OF LAW ENFORCEMENT EQUIPM	.00	7,625.00	7,625.00	.00	100.0
100-48302-000	SALE OF FIRE DEPT EQUIPMENT	8,390.74	23,716.74	.00	( 23,716.74)	.0
100-48400-000	INSURANCE CLAIM PROCEEDS	595.22	29,655.72	2,500.00	( 27,155.72)	
100-48510-000	COMMUNITY EVENTS SPONSORSHIPS	.00	1,575.00	3,500.00	1,925.00	45.0
	TOTAL MISCELLANEOUS REVENUES	45,972.72	350,082.21	247,825.00	( 102,257.21)	141.3

Section 8, ItemD.

### VILLAGE OF KRONENWETTER REVENUES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

		PER		YTD ACTUAL	BUDGET	UNEARNED	PCNT
	OTHER FINANCING SOURCES						
100-49000-240	TRANS. FROM CAP PROJECTS FUND		45,000.00	45,000.00	45,000.00	.00	100.0
100-49000-600	INSURANCE PROCEEDS; OTHER	(	90.02)	.00	.00	.00	.0
100-49155-000	UNDESIGNATED FUND REVENUE	í	402,438.05)	.00	479,688.05	479,688.05	.0
100-49900-000	CARRY OVER- PRIOR YEAR FUNDS	Ċ	178,165.61)	.00	178,165.61	178,165.61	.0
	TOTAL OTHER FINANCING SOURCES	(	535,693.68)	45,000.00	702,853.66	657,853.66	6.4
	TOTAL FUND REVENUE	(	476,807.39)	5,236,201.69	5,703,006.21	466,804.52	91.8

### VILLAGE OF KRONENWETTER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

### GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	GENERAL GOVERNMENT					
100-51000-108-110	BOARD MEMBERS SALARIES & WAGES	4,625.00	26,175.00	33,000.00	6,825.00	79.3
100-51000-108-151	FICA TAX - VILLAGE BOARD	352.23	2,001.03	2,524.50	523.47	79.3
100-51000-108-320	EXPENSES - BOARD MEMBERS	.00	1,101.46	2,000.00	898.54	55.1
	TOTAL GENERAL GOVERNMENT	4,977.23	29,277.49	37,524.50	8,247.01	78.0
					/	
	MUNICIPAL COURT					
100-51200-100-333	MUNICIPAL COURT LEGAL FEES	4,507.37	18,764.58	15,000.00	( 3,764.58)	125.1
100-51200-352-000	KRONENWETTER COURT EXPENDITURE	249.00	249.00	17,500.00	17,251.00	1.4
	TOTAL MUNICIPAL COURT	4,756.37	19,013.58	32,500.00	13,486.42	58.5
	LEGAL					
100-51300-302-000	LEGAL FEES-GENERAL	6,720.00	126,639.87	130,000.00	3,360.13	97.4
	TOTAL LEGAL	6,720.00	126,639.87	130,000.00	3,360.13	97.4
					2	
	GENERAL OFFICE					
100-51400-460-000	OFFICE SUPPLIES	776.52	9,834.48	10,400.00	565.52	94.6
100-51400-470-000	OFFICE EQUIPMENT/SERVICE AGREE	2,503.96	16,963.58	13,000.00	( 3,963.58)	130.5
100-51400-485-000	COMPUTER SUPPLIES, EXPENSES &	6,619.79	97,969.55	82,500.00	( 15,469.55)	118.8
100-51400-510-000	INDEPENDENT AUDIT/ACCOUNTING	.00	25,570.57	29,600.00	4,029.43	86.4
100-51400-516-000	UNIFORMS/APPAREL	.00	201.51	1,000.00	798.49	20.2
100-51400-517-000	EMPLOYEE SAFETY/WELLNESS/GIFTS	.00	148.35	350.00	201.65	42.4
	TOTAL GENERAL OFFICE	9,900.27	150,688.04	136,850.00	( 13,838.04)	110.1
100-51410-110-110	SALARIES & WAGES - ADMINISTRAT	.00	42,937.63	90,562.50	47,624.87	47.4
100-51410-110-151	FICA TAX - ADMINISTRATOR	.00	3,367.38	6,928.03	3,560.65	48.6
100-51410-110-152	RETIREMENT - ADMINISTRAT	.00	2,723.74	6,248.81	3,525.07	43.6
100-51410-110-154	INSURANCE - ADMINISTRAT	561.31	8,023.56	15,015.78	6,992.22	53.4
100-51410-131-000	EAP FRINGE - ADMINISTRATOR	.00	14.50	27.00	12.50	53.7
100-51410-322-000	MISC-BUSINESS/MTG EXPENSES	.00	744.64	1,500.00	755.36	49.6
100-51410-340-000	ADMIN; SEMINARS & MILEAGE	.00	2,232.70	2,500.00	267.30	89.3
	TOTAL ADMINISTRATOR	561.31	60,044.15	122,782.12	62,737.97	48.9

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### VILLAGE OF KRONENWETTER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMUNITY DEVELOPMENT/ZON					
100-51420-110-110	SALARIES & WAGES - ZONING ADMI	7 860 78	75 504 75	82 440 00	0.575.05	00.0
100-51420-110-151	FICA TAX - ZONING ADMIN	7,869.78 590.00	75,534.75 5,666.07	82,110.00 6,281.41	6,575.25 615.34	92.0 90.2
100-51420-110-152	COMM. DEVELOP/ZONING; RETIREME	543.00	5,235.01	5,665.59	430.58	90.2 92.4
100-51420-110-154	COMM. DEVELOP/ZONING; HEALTH I	2,105.15	16,679.01	18,419.36	1,740.35	92.4 90.6
100-51420-131-000	COMM. DEVELOP/ZONING; EAP FRIN	.00	21.75	27.00	5.25	80.6
100-51420-340-000	CD/ZONING; SEMINARS & MILEAGE	.00	316.42	1,500.00	1,183.58	21.1
100-51420-345-000	CD/ZA MATERIALS AND SUPPLIES	.00	511.47	512.00	.53	99.9
100-51420-350-000	COMMUNITY EVENTS	286.59	7,085.10	11,050.00	3,964.90	64.1
100-51420-360-000	PUBLIC RELATIONS/MARKETING	165.00	1,086.98	1,988.00	901.02	54.7
100-51420-370-000	ENGINEERING/SURVEYING/CONSULTI	.00	.00	5,000.00	5,000.00	.0
	TOTAL COMMUNITY DEVELOPMENT/ZON	11,559.52	112,136.56	132,553.36	20,416.80	84.6
	CLERK					
100-51421-110-110	SALARIES & WAGES - CLERK	4,000.00	65,222.07	66,150.00	927.93	98.6
100-51421-110-151	FICA TAX - CLERK	306.00	4,838.22	5,060.47	222.25	95.6
100-51421-110-152	RETIREMENT - CLERK	276.00	3,932.64	4,564.35	631.71	86.2
100-51421-110-154	INSURANCE - CLERK	791.34	17,434.53	20,041.00	2,606.47	87.0
100-51421-131-000	EAP FRINGE - CLERK	.00	21.75	27.00	5.25	80.6
100-51421-322-000	MISC - BONDING	.00	.00	150.00	150.00	.0
100-51421-340-000	CLERK; SEMINARS & MILEAGE	.00	1,826.98	3,400.00	1,573.02	53.7
	TOTAL CLERK	5,373.34	93,276.19	99,392.82	6,116.63	93.9
	DEPUTY CLERK					
100-51422-110-110	SALARIES & WAGES - DEPUTY CLER	528.48	5,101.42	5,026.18	( 75.24)	101.5
100-51422-110-151	FICA TAX - DEPUTY CLERK	39.12	374.57	384.49	9.92	97.4
100-51422-110-152	RETIREMENT - DEPUTY CLER	36.47	352.07	346.81	( 5.26)	101.5
100-51422-110-154	INSURANCE - DEPUTY CLER	228.89	1,882.95	2,002.10	119.15	94.1
100-51422-322-000	DEPUTY CLERK; MUNICIPAL BONDIN	.00	.00	150.00	150.00	.0
100-51422-340-000	DEPUTY CLERK; SEMINARS & MILEAG	.00	.00	1,000.00	1,000.00	.0
	TOTAL DEPUTY CLERK	832.96	7,711.01	8,909.58	1,198.57	86.6
	ADMIN ASSIST					
100-51423-110-110	SALARIES & WAGES - AA	6,307.04	51,568.80	50,262.00	( 1,306.80)	102.6
100-51423-110-151	FICA TAX - AA	469.40	3,789.74	3,845.04	55.30	98.6
100-51423-110-152	RETIREMENT - AA	435.18	3,560.83	3,468.08	( 92.75)	102.7
100-51423-110-154	INSURANCE - AA	2,288.50	18,895.73	20,041.00	1,145.27	94.3
100-51423-340-000	ADMIN ASSIST; SEMINARS & MILEA	462.43	502.43	1,500.00	997.57	33.5
	TOTAL ADMIN ASSIST	9,962.55	78,317.53	79,116.12	798.59	99.0

Section 8, ItemD.

### VILLAGE OF KRONENWETTER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

### GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PLANNING TECHNICIAN					
100-51425-110-110	SALARY & WAGES - PLAN TECH	2,641.39	25,497.30	44,100.00	18,602.70	57 9
100-51425-110-151	FICA TAX - PLAN TECH	195.52	1,870.23	3,373.65	1,503.42	57.8 55.4
100-51425-110-152	RETIREMENT - PLAN TECH	182.26	1,760.00	3,042.90	1,282.90	55.4 57.8
100-51425-110-154	INSURANCE - PLAN TECH	1,144.10	10.038.26	20,021.04	9,982.78	50.1
100-51425-131-000	EAP FRINGE - PLAN TECH	.00	.00	20,021.04	27.00	.0
100-51425-340-000	PLAN TECH; SEMINARS & MILEAGE	.00	8.24	500.00	491.76	.0 1.7
	TOTAL PLANNING TECHNICIAN	4,163.27	39,174.03	71,064.59	31,890.56	55.1
	ACCT CLERK					
100-51427-110-110	SALARIES & WAGES - ACCT CLERK	6,886.40	42,978.52	50,262.00	7,283.48	85.5
100-51427-110-151	FICA TAX - ACCT CLERK	515.24	3,155.05	3,845.04	689.99	82.1
100-51427-110-152	RETIREMENT - ACCT CLERK	475.17	2,967.00	3,468.08	501.08	85.6
100-51427-110-154	INSURANCE - ACCT CLERK	1,830.80	15,130.82	20,041.00	4,910.18	75.5
100-51427-131-000	EAP FRINGE - ACCT CLERK	.00	21.75	27.00	5.25	80.6
100-51427-322-000	MISC - BONDING - ACCT CLERK	.00	.00	300.00	300.00	0.00
100-51427-340-000	ACCT CLERK; SEMINARS & MILEAGE	106.93	1,594.51	1,600.00	5.49	99.7
	TOTAL ACCT CLERK	9,814.54	65,847.65	79,543.12	13,695.47	82.8
	ELECTIONS					
100-51440-110-110	SALARIES & WAGES - ELECTIONS	1,808.25	32,676.42	31,000.00	( 1,676.42)	105.4
100-51440-110-151	FICA TAX - ELECTIONS	133.44	147.68	1,530.00	1,382.32	9.7
100-51440-110-152	RETIREMENT - ELECTIONS	.00	12.85	.00	( 12.85)	.0
100-51440-110-154	INSURANCE - ELECTIONS	.00	65.12	.00	( 65.12)	.0
100-51440-350-000	OTHER EXPENSES & SUPPLIES	985.20	13,622.61	16,000.00	2,377.39	85.1
	TOTAL ELECTIONS	2,926.89	46,524.68	48,530.00	2,005.32	95.9

32

### VILLAGE OF KRONENWETTER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	COMMISSIONS, COMMITTEES,					
100-51500-532-110	BOARD OF APPEALS WAGES	650.00	650.00	.00	( 650.00)	.0
100-51500-532-151	BOARD OF APPEALS FICA	46.72	46.72	.00	( 46.72)	.0
100-51500-535-110	PFC COMMITTEE WAGES	750.00	750.00	1,200.00	450.00	62.5
100-51500-535-151	PFC COMMITTEE FICA	53.91	53.91	100.00	46.09	53.9
100-51500-540-110	CLIPP - WAGES	400.00	400.00	900.00	500.00	44.4
100-51500-540-151	CLIPP - FICA	28.75	28.75	100.00	71.25	28.8
100-51500-560-110	PLANNING COMMISSION WAGES	700.00	950.00	1,900.00	950.00	50.0
100-51500-560-151	PLANNING COMMISSION FICA	50.31	70.87	100.00	29.13	70.9
100-51500-580-000	RECRUITMENT & BACKGROUND CHECK	590.80	639.80	5,000.00	4,360.20	12.8
100-51500-590-110	ADMINISTRATIVE POLICY WAGES	250.00	250.00	950.00	700.00	26.3
100-51500-590-151	ADMINISTRATIVE POLICY FICA	17.97	17.97	100.00	82.03	18.0
100-51500-595-110	SPECIAL / AD HOC COMMITTEES WA	150.00	150.00	450.00	300.00	33.3
100-51500-595-151	SPECIAL / AD HOC COMMITTEES FI	10.78	10.78	50.00	39.22	21.6
100-51500-596-110	KOWALSKI INTERCHANGE WAGES	100.00	125.00	225.00	100.00	55.6
100-51500-596-151	KOWALSKI INTERCHANGE FICA	7.19	9.10	25.00	15.90	36.4
	TOTAL COMMISSIONS, COMMITTEES,	3,806.43	4,152.90	11,100.00	6,947.10	37.4
	TREASURER					
100-51520-110-110	SALARIES & WAGES - TREASURER	.00	38,589.32	46,410.00	7,820.68	83.2
100-51520-110-151	FICA TAX - TREASURER	.00	2,911.88	3,550.37	638.49	82.0
100-51520-110-152	RETIREMENT - TREASURER	.00	2,633.01	3,202,29	569.28	82.2
100-51520-110-154	INSURANCE - TREASURER	389.27	8,275.50	10,415.00	2,139.50	79.5
100-51520-131-000	EAP FRINGE - TREASURER	.00	21.75	27.00	5.25	80.6
100-51520-322-000	MISCELLANEOUS-BONDING	.00	.00	650.00	650.00	.0
100-51520-340-000	TREASURER; SEMINARS & MILEAGE	.00	1,664.45	3,000.00	1,335.55	55.5
	TOTAL TREASURER	389.27	54,095.91	67,254.66	13,158.75	80.4
	ASSESSOR					
100-51530-110-000	ASSESSOR FEE	1,460.45	18,735.85	16,250.00	( 2,485.85)	115.3
100-51530-113-000	ASSESSOR - MANUFACTURING	.00	1,088.54	1,200.00	111.46	90.7
	TOTAL ASSESSOR	1,460.45	19,824.39	17,450.00	( 2,374.39)	113.6

Section 8, ItemD.

### VILLAGE OF KRONENWETTER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

### GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MUNICIPAL BUILDING					
100-51600-000-000	MUNICIPAL BUILDING	( 780.00)	.00	.00	.00	.0
100-51600-110-110	WAGES -CLEANING/SNOW REMOVAL	1,925.85	18,369.25	16,500.00	( 1,869.25)	111.3
100-51600-110-151	FICA - CLEANING/SNOW REMOVAL	147.32	1,405.25	1,262.25	( 143.00)	111.3
100-51600-326-000	UTILITIES	9,003.35	58,568.97	38,600.00	( 19,968.97)	151.7
100-51600-354-000	MATERIALS & SUPPLIES	760.83	7,066.50	4,500.00	( 2,566.50)	157.0
100-51600-355-000	JANITORIAL SUPPLIES	233.88	233.88	.00	( 233.88)	.0
100-51600-389-000	MAINTENANCE	1,545.42	23,082.35	31,400.00	8,317.65	73.5
100-51600-390-000	MAJOR REPAIRS	.00	74,586.75	238,400.00	163,813.25	31.3
	TOTAL MUNICIPAL BUILDING	12,836.65	183,312.95	330,662.25	147,349.30	55.4
	OTHER GENERAL GOVERNMENT					
100-51900-095-000	UNEMPLOYMENT	.00	12,907.46	19,875.00	6,967.54	64.9
100-51900-115-000	VILLAGE EMPLOYEE EVENT	200.85	378.05	1,000.00	621.95	37.8
100-51900-120-000	EMPLOYEE SETTLEMENTS	.00	.00	7,875.00	7,875.00	.0
100-51900-938-000	PROPERTY & LIABILITY INSURANCE	( 1,160.00)	30,522.21	29,092.00	( 1,430.21)	104.9
100-51900-960-000	PUBLICATIONS	709.56	1,208.91	2,700.00	1,491.09	44.8
100-51900-970-000	NEWSLETTER	.00	1,470.00	5,600.00	4,130.00	26.3
100-51900-990-000	DUES & MEMBERSHIPS	5,774.55	11,409.14	8,700.00	( 2,709.14)	131.1
100-51900-991-000	BANK & INVESTMENT FEES	135.00	607.00	2,150.00	1,543.00	28.2
100-51900-994-000	WEIGHTS MEASURES INSPECTION	.00	750.00	750.00	.00	100.0
	TOTAL OTHER GENERAL GOVERNMENT	5,659.96	59,252.77	77,742.00	18,489.23	76.2

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### VILLAGE OF KRONENWETTER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE DEPT					
100-52000-110-110	SALARIES & WAGES - CROSS GUARD	496.96	5,062.78	4,860.00	( 202.78)	104.2
100-52000-110-151	FICA TAX - CROSSING GUARD	38.03	387.37	371.79	( 15.58)	104.2
100-52000-110-154	INSURANCE - CROSS GUARD	.00	914.92	915.00	.08	100.0
100-52000-120-138	TRAINING & CONF - POLICE CHIEF	383.00	1,610.37	2,000.00	389.63	80.5
100-52000-120-140	EMPLOYEE ASSISTANCE PROG-CHIEF	.00	21.75	27.00	5.25	80.6
100-52000-120-146	PROFESSIONAL DUES-POLICE CHIEF	.00	510.00	575.00	65.00	88.7
100-52000-120-157	EAP-LIEUTENANT	.00	21.75	27.00	5.25	80.6
100-52000-120-159	PROFESSIONAL DUES - LIEUTENANT	.00	245.00	250.00	5.00	98.0
100-52000-120-160	TRAINING & CONF - LIEUTENANT	.00	1,100.00	2,000.00	900.00	55.0
100-52000-120-238	TRAINING - OFFICERS	1,328.50	5,932.12	6,500.00	567.88	91.3
100-52000-120-240	EMERGENCY ASSIST PROG-OFFICERS	.00	195.75	250.00	54.25	78.3
100-52000-120-250	LEGAL SERVICES-POLICE DEPT	72.00	354.00	1,000.00	646.00	35.4
100-52000-120-320	AMMUNITION	.00	2,789.58	3,000.00	210.42	93.0
100-52000-120-321	FT OFFICERS PROTECTIVE CLOTH	912.30	6,726.02	9,000.00	2,273.98	74.7
100-52000-120-322	PT OFFICERS PROTECTIVE CLOTH	190.96	190.96	500.00	309.04	38.2
100-52000-120-323	PHYSICAL EXAMS	.00	.00	1,000.00	1,000.00	.0
100-52000-120-324	FUEL	3,587.04	26,828.42	48,460.00	21,631.58	55.4
100-52000-120-326	TELEPHONE & UTILITIES - POLICE	1,015.12	7,172.37	8,000.00	827.63	89.7
100-52000-120-380	EQUIPMENT REPAIRS/MAINTENANCE	998.91	16,708.44	20,000.00	3,291.56	83.5
100-52000-120-381	VEHICLE ACCIDENT - REPAIRS	1,353.80	1,353.80	.00	( 1,353.80)	.0
100-52000-120-434	EMPLOYEE ASSIST PROG-PD CLERK	.00	21.75	27.00	5.25	80.6
100-52000-120-437	MILEAGE - POLICE CLERK	.00	12.73	150.00	137.27	8.5
100-52000-120-438	TRAIN/MEETINGS - POLICE CLERK	.00	.00	300.00	300.00	.0
100-52000-120-460	OFFICE SUPPLIES	919.34	4,933.58	5,500.00	566.42	89.7
100-52000-120-475	POSTAGE & SHIPPING	54.12	228.64	550.00	321.36	41.6
100-52000-120-476	PROPERTY ROOM/EVIDENCE	621.82	872.35	1,000.00	127.65	87.2
100-52000-120-811	OUTLAY-EQUIPMENT	2,041.99	6,605.50	7,900.00	1,294.50	83.6
100-52000-120-812	PD GRANT EXPENDITURES	.00	1,800.00	4,000.00	2,200.00	45.0
100-52000-120-815	PD CONTRACTED SERVICES	82.97	500.62	500.00	( .62)	100.1
100-52000-120-820	PD: COMPUTER SUPPLIES, EXPENSE	2,105.00	29,923.23	33,000.00	3,076.77	90.7
100-52000-120-938	POLICE DEPARTMENT INSURANCE	591.84	33,500.91	32,925.00	( 575.91)	101.8
100-52000-121-110	SALARY & WAGES - LIEUTENANT	10,428.25	103,173.05	101,091.61	( 2,081.44)	101.0
100-52000-121-151	FICA - LIEUTENANT	784.65	7,738.63	7,733.51	( 5.12)	100.1
100-52000-121-152	RETIREMENT - LIEUTENANT	1,493.32	14,491.90	14,456.10	( 35.80)	100.3
100-52000-121-154	HEALTH INSURANCE - LIEUTENANT	2,288.50	18,968.02	20,041.00	1,072.98	94.7
100-52000-122-110	SALARIES & WAGES - FT OFFICERS	47,844.96	514,776.03	501,775.00	( 13,001.03)	102.6
100-52000-122-151	FICA TAX - FT OFFICERS	3,621.52	38,974.68	38,385.79		101.5
100-52000-122-152	RETIREMENT (WRS) - FT OFFICERS	6,779.81	72,976.25	71,753.83	. ,	101.7
100-52000-122-154	HEALTH INSURANCE - FT OFFICERS	4,955.74	59,464.43	120,150.00	60,685.57	49.5
100-52000-123-110	SALARIES & WAGES - PT OFFICERS	136.86	5,098.04	6,900.00	1,801.96	73.9
100-52000-123-151	FICA TAX - PT OFFICERS	10.47	390.00	527.85	137.85	73.9
100-52000-124-110	SALARIES & WAGES - POLICE CLER	2,845.39	28,254.07	28,788.60	534.53	98.1
100-52000-124-151	FICA TAX - POLICE CLERK	209.51	2,073.32	2,202.33	129.01	94.1
100-52000-124-152	RETIREMENT(WRS) - POLICE CLERK	196.33	1,936.19	1,986.41	50.22	97.5
100-52000-124-154	HEALTH INS - POLICE CLERK	1,121.32	9,293.50	10,093.00	799.50	92.1
100-52000-125-110	SALARIES & WAGES - PROPERTY RO	1,031.00	7,862.00	10,388.00	2,526.00	75.7
100-52000-125-151	FICA TAX - PROP ROOM MGR	78.87	601.43	794.68	193.25	75.7
100-52000-126-110	SALARIES & WAGES PT POLICE CLE	938.26	7,668.29	24,580.00	16,911.71	31.2
100-52000-126-151	PT POLICE CLERK; FICA TAX	71.77	586.61	3,760.74	3,174.13	15.6
100-52000-127-110	SALARY & WAGES - POLICE CHIEF	11,720.12	113,108.41	111,250.00	( 1,858.41)	101.7
100-52000-127-151	FICA TAX - POLICE CHIEF	883.49	8,495.63	8,510.63	15.00	99.8
100-52000-127-152	RETIREMENT(WRS) - POLICE CHIEF	1,678.32	15,886.32	15,908.75	22.43	99.9
					22.45	00.0

### VILLAGE OF KRONENWETTER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

### GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-52000-127-154	HEALTH INS - POLICE CHIEF	2,288.50	18,968.02	20,041.00	1,072.98	94.7
100-52000-128-110	SALARY & WAGES - SARGEANT	19,655.60	183,485.04	182,900.00	( 585.04)	100.3
100-52000-128-151	FICA TAX - SARGEANT	1,503.65	14,043.70	13,991.85	( 51.85)	100.4
100-52000-128-152	RETIREMENT(WRS) - SARGEANT	2,743.08	25,464.85	26,154.70	689.85	97.4
100-52000-128-154	HEALTH INS - SARGEANT	.00	.00	5,100.00	5,100.00	.0
	TOTAL POLICE DEPT	142,102.99	1,430,303.12	1,543,853.17	113,550.05	92.7
	FIRE & EMS					
100-52200-201-110	SALARIES & WAGES - FIRE DEPART	26,679.00	452 828 68	102 000 00	0.454.00	
100-52200-201-131	EMPLOYEE ASSISTANCE PROGRAM	.00	153,838.68 361.50	163,290.00	9,451.32	94.2
100-52200-201-151	FICA TAX - FIRE DEPARTMENT	2,067.03	11,647.25	750.00	388.50	48.2
100-52200-201-152	RETIREMENT FIRE DEPARTMENT	1,005.00		13,256.69	1,609.44	87.9
100-52200-201-321	PROTECTIVE CLOTHING	2,520.75	7,477.07	8,000.00	522.93	93.5
100-52200-201-322	MISCELLANEOUS FD SUPPLIES		18,385.46	20,000.00	1,614.54	91.9
100-52200-201-323	PHYSICAL EXAMS	78.25 .00	1,013.42	1,000.00	( 13.42)	101.3
100-52200-201-324	FUEL		1,950.00	1,760.00	( 190.00)	110.8
100-52200-201-326	UTILITIES - SIREN	205.62	4,573.90	7,000.00	2,426.10	65.3
100-52200-201-327	RADIOS	68.78	352.18	430.00	77.82	81.9
100-52200-201-327		941.60	8,441.60	7,500.00	( 941.60)	112.6
100-52200-201-320	DISAB/ACCIDENT DEATH POLICY PHONE REIMBURSEMENT	.00	8,276.95	8,280.00	3.05	100.0
		120.00	480.00	700.00	220.00	68.6
100-52200-201-331 100-52200-201-340		.00	675.00	1,000.00	325.00	67.5
		320.00	4,136.97	4,000.00	( 136.97)	103.4
100-52200-201-350	OFFICE EXPENSES & SUPPLIES	397.68	( 3,811.39)	1,220.00	5,031.39	(312.4)
100-52200-201-380		811.57	21,596.62	30,000.00	8,403.38	72.0
100-52200-201-383	FIELD TOOLS OUTLAY	4,734.75	7,410.70	7,500.00	89.30	98.8
100-52200-201-820		969.98	1,484.59	1,500.00	15.41	99.0
100-52200-201-938	FIRE DEPARTMENT INSURANCE	.00	19,276.07	19,000.00	( 276.07)	101.5
100-52200-201-940	FD GRANT MATCHING	.00	6,068.66	10,000.00	3,931.34	60.7
100-52200-300-110	SALARIES & WAGES - FR/EMS	7,253.00	34,590.62	33,714.50	( 876.12)	102.6
100-52200-300-151	FICA TAX - FIRST RESPONDERS	544.13	2,686.00	2,579.16	( 106.84)	104.1
100-52200-300-152	RETIREMENT - EMS/FR	464.79	1,483.66	2,000.00	516.34	74.2
100-52200-301-000	EQUIPMENT SUPPLIES/MAINTENANCE	1,955.92	3,804.78	5,000.00	1,195.22	76.1
100-52200-301-340	TRAINING/SCHOOLING/ADD'L MTGS	.00	1,554.84	1,600.00	45.16	97.2
100-52200-301-350	SUPPLIES, MILEAGE & EXPENSES	2,109.25	2,803.22	3,000.00	196.78	93.4
100-52200-301-360	MEDICAL/PHYSICALS	67.00	67.00	100.00	33.00	67.0
100-52200-301-811	OUTLAY-EQUIPMENT	3,048.00	3,146.00	4,000.00	854.00	78.7
100-52200-310-210	OUTSIDE SERVICES	6,150.00	19,850.00	22,000.00	2,150.00	90.2
100-52200-310-329	SERVICE/STANDBY FEE	.00	56,475.56	65,000.00	8,524.44	86.9
	TOTAL FIRE & EMS	62,512.10	400,096.91	445,180.35	45,083.44	89.9
	BUILDING INSPECTOR					
100-52400-400-250	CONTRACTED INSPECTOR SERVICES	17,760.00	18,413.60	25,000.00	6,586.40	73.7
100-52400-400-353	HOUSE NUMBERS	.00	84.21	600.00	515.79	14.0
100-52400-400-354	COMPUTER SOFTWARE AND SUPPLIES	.00	.00	1,000.00	1,000.00	.0
	TOTAL BUILDING INSPECTOR	17,760.00	18,497.81	26,600.00	8,102.19	69.5

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#### VILLAGE OF KRONENWETTER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

#### GENERAL FUND

		PERIOD ACTUAL YTD ACTUAL		BUDGET	UNEXPENDED	PCNT
	POLICE & FIRE COMMISSION					
100-52800-100-321	PFC POSTAGE	.00	50.00	50.00	.00	100.0
100-52800-100-340	PFC TRAINING/SCHOOLING	.00	.00	375.00	375.00	.0
100-52800-100-354	MATERIALS & SUPPLIES	.00	102.51	102.51	.00	100.0
100-52800-101-110	PFC CLERK SALARIES & WAGES	463.58	4,400.72	4,709.86	309.14	93.4
100-52800-101-151	PFC CLERK FICA TAX	34.47	325.93	360.30	34.37	90.5
100-52800-101-152	PFC CLERK RETIREMENT	24.06	234.66	324.98	90.32	72.2
100-52800-101-154	PFC CLERK-HEALTH INSURANCE	137.40	1,138.67	1,682.17	543.50	67.7
100-52800-330-000	LEGAL FEES-POLICE & FIRE COMM	.00	.00	47.49	47.49	.0
	TOTAL POLICE & FIRE COMMISSION	659.51	6,252.49	7,652.31	1,399.82	81.7

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#### VILLAGE OF KRONENWETTER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

#### GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS					
100-53000-300-000	ENGINEERING COSTS	.00	5 222 50	05 000 00		
100-53000-302-110		4,322.91	5,232.50	25,000.00	19,767.50	20.9
100-53000-302-131	EAP FRINGE - PW DIRECTOR	4,322.91	23,711.11	44,887.50	21,176.39	52.8
100-53000-302-151		324.81	7.25	27.00	19.75	26.9
100-53000-302-152		298.28	1,773.92	3,433.89	1,659.97	51.7
100-53000-302-154	HEALTH INSURANCE - PW DIRECTOR	693.11	1,636.89	3,097.24	1,460.35	52.9
100-53000-302-322		.00	4,869.25	9,009.47	4,140.22	54.1
100-53000-302-340	PWD; SEMINARS, TRAINING & MILE	.00	.00	480.00	480.00	.0
100-53000-311-110			1,148.38	4,500.00	3,351.62	25.5
100-53000-311-130	PW EMPLOYEES PHYSICALS	34,907.45	351,128.60	267,605.36	( 83,523.24)	131.2
100-53000-311-137	PW CREW EAP FRINGE	.00	346.25	350.00	3.75	98.9
100-53000-311-151		.00	108.75	150.00	41.25	72.5
100-53000-311-152		2,609.11	26,083.70	20,475.00	( 5,608.70)	127.4
100-53000-311-154	HEALTH INSURANCE - PW	2,398.02	24,287.00	18,465.00	( 5,822.00)	131.5
100-53000-311-342	SALT/BRINE	11,176.66	96,996.76	94,100.00	( 2,896.76)	103.1
100-53000-311-344	PATCHING MATERIAL-ASPHALT	.00	97,160.13	224,305.00	127,144.87	43.3
100-53000-311-345	SEAL COATING	.00	31,983.50	45,000.00	13,016.50	71.1
100-53000-311-346	CRACKFILLING	23,755.57	298,381.86	300,000.00	1,618.14	99.5
100-53000-311-348	PAVEMENT MARKING	.00	65,000.00	65,000.00	.00	100.0
100-53000-311-348		.00	20,000.00	20,000.00	.00	100.0
100-53000-311-357	GRAVEL & ROAD BASE	.00	7,787.96	25,000.00	17,212.04	31.2
		( 400.00)	10,655.96	15,000.00	4,344.04	71.0
100-53000-311-358 100-53000-311-359	ROAD SIGNS	.00	4,213.54	4,300.00	86.46	98.0
	BRIDGE INSPECTIONS	.00	2,365.00	2,000.00	( 365.00)	118.3
100-53000-311-360	STORM WATER	.00	2,500.00	2,500.00	.00	100.0
100-53000-311-380	EQUIPMENT; REPAIRS/MAINTENANCE	14,172.80	48,297.12	70,000.00	21,702.88	69.0
100-53000-311-381	TRAFFIC SIGNAL MAINT. & REPAIR	195.00	1,412.49	6,500.00	5,087.51	21.7
100-53000-311-384	PWKS; FUEL & OIL CHANGES	5,484.88	41,232.68	65,000.00	23,767.32	63.4
100-53000-311-814	PW; EQUIPMENT RENTALS	.00	33,617.81	34,000.00	382.19	98.9
100-53000-312-326	GARAGE UTILITIES	1,541.39	8,593.54	15,000.00	6,406.46	57.3
100-53000-312-329	UNIFORMS & SAFETY EQUIPMENT	1,365.62	7,869.08	4,900.00	( 2,969.08)	160.6
100-53000-312-354	OFFICE SUPPLIES	166.96	485.25	300.00	( 185.25)	161.8
100-53000-312-355	WINTER MAINT-PLOW BLADES ETC	4,625.72	4,625.72	10,000.00	5,374.28	46.3
100-53000-312-356	WINTER DAMAGE-PRIVATE PROPERTY	.00	.00	300.00	300.00	.0
100-53000-314-320	GARAGE SUPPLIES & EXPENSES	2,550.73	12,015.76	20,000.00	7,984.24	60.1
100-53000-314-422	WEATHER SIRENS	.00	250.00	1,000.00	750.00	25.0
		10,974.77	53,810.07	55,300.00	1,489.93	97.3
100-53000-620-315	RECYCLING EXPENSES	20,814.42	129,952.92	145,000.00	15,047.08	89.6
100-53000-620-317	YARD WASTE SITE EXP	4,100.00	7,420.88	37,000.00	29,579.12	20.1
100-53000-620-320	SOLID WASTE COLLECTION EXPENSE	53,595.27	317,756.05	350,000.00	32,243.95	90.8
100-53000-938-000	PUBLIC WORKS INSURANCE	4,861.04	27,418.70	40,000.00	12,581.30	68.6
100-53000-940-000	ROW TREE WORK	.00	750.00	1,600.00	850.00	46.9
	TOTAL PUBLIC WORKS	205,036.07	1,772,886.38	2,050,585.46	277,699.08	86.5
100-54110-210-000	ANIMAL CONTROL	.00	.00	5,000.00	5,000.00	.0
	TOTAL ANIMAL CONTROL	.00	.00	5,000.00	5,000.00	.0

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#### VILLAGE OF KRONENWETTER EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 12 MONTHS ENDING DECEMBER 31, 2024

#### GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET		PCNT
	PARKS					
100-55000-200-110	SALARY & WAGES - PARKS	.00	46,785.91	53,200.00	6,414.09	87.9
100-55000-200-113	DUES/MEMBERSHIPS	.00	.00	400.00	400.00	.0
100-55000-200-116	PARKS SCHOOLING, TRAINING	150.00	150.00	200.00	50.00	75.0
100-55000-200-140	PARKS DEPT PHYSICALS	.00	65.75	70.00	4.25	93.9
100-55000-200-151	FICA TAX - PARKS	.00	3,579.16	4,069.80	490.64	87.9
100-55000-200-326	PARKS; UTILITIES	531.46	3,624.51	3,500.00	( 124.51)	103.6
100-55000-200-327	PORTABLE RESTROOM/WASH STATION	.00	6,285.00	5,605.00	( 680.00)	112.1
100-55000-200-329	UNIFORMS & SAFETY EQUIPMENT	.00	150.00	450.00	300.00	33.3
100-55000-200-355	PARKS; FUEL CHARGES	.00	5,237.86	6,000.00	762.14	87.3
100-55000-200-361	MAINTENANCE SUPPLIES	186.99	5,565.27	7,395.00	1,829.73	75.3
100-55000-200-380	EQUIPMENT REPAIRS	.00	4,307.15	5,000.00	692.85	86.1
100-55000-200-400	PARKS -OTHER PROJECTS	25,583.04	27,191.28	28,000.00	808.72	97.1
100-55000-203-110	PW CREW - SALARY & WAGES	.00	.00	2,850.00	2,850.00	.0
100-55000-203-151	PW CREW - FICA	.00	.00	220.00	220.00	.0
100-55000-203-152	RETIREMENT - PW CREW	.00	.00	1,005.00	1,005.00	.0
100-55000-203-154	HEALTH INSURANCE - PW CREW	.00	.00	200.00	200.00	.0
100-55000-938-000	PARKS INSURANCE	.00	5,667.25	5,600.00	( 67.25)	101.2
	TOTAL PARKS	26,451.49	108,609.14	123,764.80	15,155.66	87.8
	OTHER FINANCING USES					
100-59000-750-000	TRANSFER TO EQUIPMENT REPLACE	17,395.00	17,395.00	17,395.00	.00	100.0
	TOTAL OTHER FINANCING USES	17,395.00	17,395.00	17,395.00	.00	100.0
	TOTAL FUND EXPENDITURES	567,618.17	4,903,330.55	5,703,006.21	799,675.66	86.0
	NET REVENUE OVER EXPENDITURES	( 1,044,425.56)	332,871.14	.00	( 332,871.14)	.0

39

# VILLAGE OF KRONENWETTER Debt Service Fund Year Ended December 31, 2024 and 2023 (Pre-Audited as of 5/14/2025)

REVENUES:	Pr	2024 e-Audited	 2024 Final Budget	V	24 Budget ariance - Positive Negative)		2023 Audited
Property Taxes Special Assessments - Principal Payments Interest Income - on Investments Interest Income - on Special Assessments Bond Premium Apply Designated Fund Balance Transfer from TID Funds	\$	193,012 - 5,007 - 80,958 - - -	\$ 193,012 20,852 19,000 3,146 - 90,028 632,308	\$	- (20,852) (13,993) (3,146) 80,958 (90,028) (632,308)	\$	700,000 25,244 19,028 9,801 - - - -
TOTAL REVENUES EXPENDITURES:	\$	278,977	\$ 958,346	\$	(679,369)	_\$	754,073
Principal Payments Interest Payments Debt Issuance Costs TOTAL EXPENDITURES	\$	606,179 126,249 19,465 751,893	\$ 758,179 200,167 - 958,346	\$	152,000 73,918 (19,465) 206,453	\$	600,000 118,275 - 718,275
NET CHANGE IN FUND BALANCE	\$	(472,916)	\$ -	\$	(472,916)	\$	35,798
Fund Balance - January 1st		595,895	 595,895			-	560,097
Fund Balance - December 31st Debt Service Fund Restrictions:	\$	122,979	\$ 595,895			<mark>\$</mark>	595,895
Apply Balance of Bond Premium to Future Debt Service Payments (apply to 2026 budget)	¢	72 670					
(apply to 2026 budget) Unassigned Fund Balance	\$ \$	73,679 49,300					
Fund Balance - 12/31/2024	\$	122,979					

# VILLAGE OF KRONENWETTER Water Utility Fund Year Ended December 31, 2024 and 2023 (Pre-Audited as of 5/14/2025)

REVENUES:	Pr	2024 e-Audited		2024 Final Budget	١	024 Budget /ariance - Positive Negative)			2023 Audited
Metered Sales-Residential	\$	437,518	\$	465,000	\$	(27,482)		\$	508,845
Metered Sales-Commercial		42,383	Ŧ	58,000	¥	(15,617)		Ψ	61,984
Metered Sales-Industrial		9,275		13,100		(3,825)			16,960
Private Fire Protection		5,795		19,100		(13,305)			9,562
Public Fire Protection		129,959		126,000		3,959			133,280
Industrial Fire Protection		1,884		-		1,884			505
Commercial Fire Protection		6,841		-		6,841			488
Metered Sales-Public Authority		651		600		51			913
Metered Sales-Multi Family Residential		61,075		72,000		(10,925)			81,393
Cell Tower Rental on Water Tower		31,360		31,360		-			14,234
Water Connection Fees		1,725		14,500		(12,775)			5,046
Misc Operating Revenues		6,137		-		6,137			13,362
Clear Water Revenues		54,735		-		54,735	ġ.		3,204
Contributed Assets				-		-			8,846
Interest on Investments		75,698		34,500		41,198			49,639
Interest on Lease Receivables		-		-		-			17,126
Forfeited Discounts		4,125		-		4,125			667
Misc Non-Operating Revenues		-		500		(500)			15,105
Apply Unrestricted Fund Balance		-		675,000		(675,000)			-
TOTAL REVENUES	\$	869,161	\$	1,509,660	\$	(640,499)		\$	941,159
EXPENSES:									
Utility Committee	\$	483	\$	-	\$	(483)		\$	781
Maintenance Meters		12,375		20,000		7,625			747
Pumping Expense		82,114		98,522		16,408			147,308
Water Treatment Expense		37,304		32,100		(5,204)			30,680
Capital Projects		-		675,000		675,000			_
Trans/Distribution Expense		108,260		149,401		41,141			49,700
Billing Expense		44,468		86,019		41,551			39,411
Water Administration		134,249		187,162		52,913			131,925
Misc Water Expense		57,927		73,666		15,739			36,684
Safe Drinking Loan - Interest		7,417		43,726		36,309			
Depreciation		226,848		200,000		(26,848)			226,848
Transfer to General Fund		-		8 <b></b>		-			506
TOTAL EXPENSES	\$	711,445	\$	1,565,596	\$	854,151		\$	664,590
NET CHANGE IN NET POSITION	\$	157,716	\$	(55,936)	\$	213,652		\$	276,569

2

# VILLAGE OF KRONENWETTER Sewer Utility Fund Year Ended December 31, 2024 and 2023 (Pre-Audited as of 5/14/2025)

REVENUES:	Pre	2024 e-Audited		2024 Final Budget	V	24 Budget /ariance - Positive Negative)	_		2023 Audited
Metered Sales-Residential	\$	893,326	\$	855,009	\$	38,317		\$	521,650
Metered Sales-Commercial		97,047		116,212	,	(19,165)		Ŧ	64,610
Metered Sales-Industrial		25,801		30,689		(4,888)			18,419
Metered Sales-Multi Family Residential		187,936		194,152		(6,216)			113,283
Metered Sales-Public Authority		3,455		1,550		1,905			1,673
Sewer Connection Fees		1,050		3,800		(2,750)			4,871
Misc Operating Revenues		5,980		8,825		(2,845)			8,825
Contributed Assets		-		-		-			53,306
Interest on Investments		52,652		19,500		33,152			38,625
Sewer Tax Roll		-		-		-			200
Forfeited Discounts		14,661		4,500		10,161			6,954
Misc Non-Operating Revenues		-		5,800		(5,800)			5,805
Apply Unrestricted Fund Balance		-		540,000		(540,000)			-
TOTAL REVENUES	\$	1,281,908	\$	1,780,037	\$	(498,129)	-	\$	838,221
EXPENSES:									
Sewer Administration/Crew	\$	217,264	\$	302,745	\$	85,481		\$	218,589
Sewer Operations/Maintenance		283,741	Ŧ	312,450	•	28,709		Ŧ	229,138
Rib Mt Sewerage District		474,327		397,800		(76,527)			297,985
Capital Projects		-		499,000		499,000			,
Depreciation		280,000		280,000		6 60 60 7 6 60 60			230,138
Transfer to General Fund		-		-		-			506
TOTAL EXPENSES	\$	1,255,332	\$	1,791,995	\$	536,663	-	\$	976,356
NET CHANGE IN NET POSITION	\$	26,576	\$	(11,958)	\$	38,534	=	\$	(138,135)

# **REPORT TO APC**



ITEM NAME:	RFP – Attorney Services
MEETING DATE:	May 15th, 2025
PRESENTING COMMITTEE:	NA
COMMITTEE CONTACT:	David Baker
STAFF CONTACT:	
PREPARED BY:	David Baker

**ISSUE:** The Village currently uses VanderWaal Law for our Corporation Counsel legal services and Wolfgram, Gamoke & Hutchinson, S.C. for our Prosecution Attorney Services. The Village is <u>not</u> seeking to replace Harold Wolfgram as our Prosecution Attorney.

VanderWaal Law agreed to represent the Village on a short term basis, despite that the firm has a larger than desired workload. The Village agreed to pursue an RFP for a Corporation Counsel as a verbal condition of the agreement with VanderWaal Law. Shane VanderWaal is informally assisting the Village with our search.

**OBJECTIVES:** Locate a well-qualified legal firm willing to act as the Village's Municipal Attorney.

### **ISSUE BACKGROUND/PREVIOUS ACTIONS:**

**PROPOSAL:** Review and modify the most recent RFP for Attorney Services. I will bring marked up copies to the APC meeting for our review.

#### ADVANTAGES: DISADVANTAGES:

# ITEMIZE ALL ANTICIPATED COSTS (Direct or Indirect, Start-Up/One-Time, Capital, Ongoing & Annual, Debt Service, etc.)

**RECOMMENDED ACTION:** Provide guidance on revisions to the RFP document.

# OTHER OPTIONS CONSIDERED: TIMING REQUIREMENTS/CONSTRAINTS:

## FUNDING SOURCE(s) – Must include Account Number/Description/Budgeted Amt CFY/% Used CFY/\$

Remaining CFY Account Number: Description: Budgeted Amount: Spent to Date: Percentage Used: Remaining:

## ATTACHMENTS (describe briefly): Attorney RFP 11/20/24



# **Request for Proposals (RFP) – Village Attorney Services**

- Proposal for Prosecution Attorney
- Proposal for Corporation Counsel
- Proposal for both Prosecution Attorney and Corporation Counsel

# A. Purpose

The Village of Kronenwetter, Marathon County, Wisconsin is seeking proposals from law firms or attorneys to provide municipal prosecution services, corporation counsel services, or both.

# **B.** Work of the Village Attorney

The Village Attorney provides all legal services needed by the Village to support the needs of the organization through the Village Board and Staff excepting occasional services that require unusual expertise such as labor negotiations, serving as bond counsel, or other matters requiring specific expertise at the discretion of the Village Board or Village Administrator. The following description of legal services to be provided is illustrative and comprehensive but is not intended to be all-inclusive or to limit the potential extent of services to be provided.

- 1. <u>Routine Legal Services</u>:
  - A. Provide clear and concise legal advice and consultation (oral and written) as requested or required to the Village Board, Administrator, and Staff on a variety of matters pertaining to all aspects of governance.
  - B. Must be accessible by phone, fax and e-mail in a timely manner. Contacts are usually made by email or telephone, and a twenty-four-hour response time is typically expected unless otherwise unavailable.
  - C. The Village does not offer space for offices in existing municipal facilities.
  - D. Draft, review, and/or revise documents when directed, including but not limited to memoranda concerning legal issues, contracts, ordinances, resolutions, license agreements, development agreements, Village policies, notices, open records, leases, deeds, loans, permits and staff reports.
  - E. Provide Village Staff with assistance, legal research and counseling on matters such as the acquisition or sale of property, preparation of leases, deeds and easements, contracts and agreements, operations governed by law, liability situations, government ethics and grant guidelines.
  - F. Prepare correspondence and other legal documents on behalf of the Village as directed.

- G. Represent the Village before governmental bodies and agencies to promote the interest of the Village as requested by the Village Board and Administrator.
- H. Perform other duties as directed by the Village Board and Administrator.
- 2. <u>Non-routine Legal Services</u>: At the discretion of the Village Board or Village Administrator the Village Attorney may represent the Village in:
  - A. Litigation and mediation (civil, tort, liability, construction law/public works, general writ, etc.)
  - B. Proceedings before local, State, and Federal courts
  - C. Proceedings before local, State, and Federal administrative agencies

# C. Submittal Instructions

The Village of Kronenwetter reserves the right to request additional written or oral information to supplement any or all written proposals.

Firms are requested to provide a written proposal no later than 12:00 p.m. CST, December 20, 2024. Proposals may be delivered to Jennifer Poyer, Deputy Clerk, Kronenwetter Municipal Center, 1582 Kronenwetter Drive, Kronenwetter, Wisconsin, 54455 or may be submitted electronically in PDF format to jpoyer@kronenwetter.org. Late proposals will not be accepted. Please clearly mark proposals "Village Attorney Services Proposals" on the lower left corner of the envelope.

# **D.** Inquiries

Inquiries regarding this RFP should be directed to:

## Jennifer Poyer, Deputy Clerk

1582 Kronenwetter Drive, WI 54455 (715) 693 4200 ext. 1722 (715) 693 4202 (fax) Email: jpoyer@kronenwetter.org

## E. Description of Client

The Village of Kronenwetter's population as of October 10, 2023, was estimated to be 8,539. The form of government is Village Board-Administrator, with a part-time President (elected once every two years), six part-time Trustees (elected once every two years at-large with staggered two-year terms), and a full-time Administrator. Village services include general government, emergency medical services, fire & police services, public works, planning and zoning and parks and recreation. The Village has contracts with Riverside for emergency medical services. The Village has thirty full-time employees, three part-time employees and seasonal employees.

The Village Board meets twice per month on the second and fourth Monday of each month at 6:00 p.m. Standing committees including, Administrative Policy, Utility, Community Life

Infrastructure and Public Property, as well as Redevelopment Authority and Plan Commission meet once a month. Special meetings may be scheduled as the schedules of attendees allow.

# F. Time Requirements

Release of Request for Proposals: November 20, 2024 Proposals due no later than 12:00 p.m. CDT, **December 20, 2024** Interviews: January 2025

# **G.** Proposal Content

Submittal of proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract or service agreement between the Village of Kronenwetter and the firm(s) selected.

Firms are requested to provide information in the following format:

- 1. Experience and qualifications of the firm
  - a. Provide a narrative description of the firm.
  - b. Describe the general experience of the firm and areas of specialized expertise with municipal issues including:
    - Land use and zoning law
    - Prosecution of municipal violations
    - Franchise and right of way law
    - Public contracting and purchasing law
    - Drafting and reviewing municipal ordinances and resolutions
    - Public meetings, public records, and administrative law
    - Police and fire commissions
    - Government ethics
    - Water law
    - Urban renewal law
    - Real estate law including commercial and tax increment financing
    - Environmental law
    - Dispute resolution
    - Contracts
  - c. Identify other municipal clients.
  - d. Describe the firm's philosophy on providing municipal legal services; e.g. what level of legal oversight is needed for meetings, contracts, ordinance development, code enforcement, etc.
- 2. <u>Proposed Attorney or Attorneys</u>
  - a. Name and describe the attorney. Clearly identify the lead Village Attorney and name assisting attorney(s) if applicable.
  - b. Provide a resume or similar description for attorney(s) and assisting attorney(s) if applicable.

- c. If specialty attorney(s) or additional resources are available through your firm (in addition to the named team) to meet special or unusual needs, please briefly identify such specialties as well.
- d. Please list any clients that may present a conflict of interest in the performance of the firm's responsibilities to the Village of Kronenwetter and describe how the firm will identify and manage conflicts of interest.

# 3. <u>References</u>

- a. Provide three references for the Attorney(s). The references should include municipal government experience.
- 4. Compensation
  - a. Propose a compensation package, inclusive of all services to be provided. Outline hourly fees for each attorney or paralegal assigned to the engagement, specifying if different hourly rates are charged for different activities (attending board meetings, travel time, etc.). Please indicate the smallest increment of time used for billing purposes (fifteen or thirty minute minimum for a five- minute phone call). Invoices for services provided on an hourly or cost-plus basis shall include detail of the attorney(s) and support staff time and activity description. The Village is open to a variety of approaches, including hourly rates, a flat monthly rate with add-ons or a combination.

The Village reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the Village, including costs.

## H. Right to Reject

The Village of Kronenwetter reserves the right to reject any and all proposals and accepts no responsibility for the cost of proposal preparation.

# **REPORT TO APC**



ITEM NAME:	Assignment of Administrator Duties
MEETING DATE:	May 15th, 2025
PRESENTING COMMITTEE:	NA
COMMITTEE CONTACT:	David Baker
STAFF CONTACT:	
PREPARED BY:	David Baker

**ISSUE:** The Village currently does not have an Administrator and recently has had difficulty finding and retaining an Administrator. The Village still needs the Duties of the Administrator as outlined in Ordinance 115-11 to be fulfilled in order to function properly.

**OBJECTIVES:** Provide a means to fulfill the Duties of the Administrator on an Interim basis to give the Village time to locate and hire a well-qualified Administrator who is a good fit with the Village.

**ISSUE BACKGROUND/PREVIOUS ACTIONS:** Under the prior Administration, the Village President served as the Interim Village Administrator both informally and then formally following a vote of the Board.

At the April 17. 2025 special Village Board meeting, I made it clear that I would not be acting as the interim Village Administrator. This action was taken because I and others were concerned that having the same individual serve both as President and interim or acting Administrator would be a violation of the Doctrine of Incompatibility.

Because the Duties of the Administrator still need to be fulfilled, I proposed that additional duties be assigned to the President to provide time for the Village Board and committees to develop a plan. The Assignment of Duties proposal was passed by the Village Board for 2 weeks at the April 17<sup>th</sup> meeting and then was extended until June 9<sup>th</sup> at the April 28<sup>th</sup> Village Board meeting. The April 28<sup>th</sup> Village Board meeting action also included a referral to APC to discuss and provide a recommendation, specifically including a) discussion of potential hiring and/or transfer of staff, and b) attendance of the President at Village Staff meetings.

Subsequent to the April 17<sup>th</sup> action by the Board, Sean Dumais brought it to the attention of the President that he had previously discussed the approach of assigning duties of the Administrator to the President with the LWM and was told that this approach would still be a violation of the Doctrine of Incompatibility as long as the Duties of the Administrator were listed in Village Ordinance.

The action to refer the issue to APC to discuss and provide a recommendation was a result of the conversation with Sean Dumais.

In preparation for the discussion of this topic, I reviewed LWM documents related to the issue. The attached document discusses a recently adopted Statutory Exception to the Doctrine of Incompatibility for cases where the additional compensation for employment is less than \$15,000 per year. I asked the LWM for an opinion whether a Village President could also serve as Village Administrator as long as the total additional compensation did not exceed \$15,000 per year. The LWM's Assistant General Counsel, Nick Zavos, contacted me by phone yesterday and verbally stated that it was in accordance with Wisconsin Statute and the Doctrine of

Incompatibility for a Village President to also serve as interim Village Administrator as long as the additional pay does not exceed \$15,000 per year.

**PROPOSAL:** I am proposing that APC consider recommending appointing me as Interim Village Administrator at a rate of \$30 per hour to provide the Village with a means to fulfill the duties of the Administrator to provide us time to locate and hire a well-qualified Administrator who is a good fit with the Village. This would work out to up to an additional 500 hours beyond the Duties of the President for the remainder of 2025 if an Administrator is not hired before the end of the year.

For reference the proposed rate of pay is well below the typical rate for an Administrator and is also substantially below what I have earned in the private sector. I have worked 121 hours on Village related business from April 15<sup>th</sup> to May 13<sup>th</sup>.

## **ADVANTAGES:**

#### **DISADVANTAGES:**

# ITEMIZE ALL ANTICIPATED COSTS (Direct or Indirect, Start-Up/One-Time, Capital, Ongoing & Annual, Debt Service, etc.)

**RECOMMENDED ACTION:** Discuss and recommend a course of action for the Village Board's consideration.

#### **OTHER OPTIONS CONSIDERED:**

#### TIMING REQUIREMENTS/CONSTRAINTS:

# FUNDING SOURCE(s) – Must include Account Number/Description/Budgeted Amt CFY/% Used CFY/\$

Remaining CFY Account Number: Description: Budgeted Amount: Spent to Date: Percentage Used: Remaining:

**ATTACHMENTS (describe briefly): 1)** League of Wisconsin Municipalities: Ethics and Conflicts of Interest Part 3: The Incompatibility Doctrine and Miscellaneous Conduct Provisions; **2)** Assignment of Duties Spreadsheet

# Legal



Ethics and Conflicts of Interest Part 3: The Incompatibility Doctrine and Miscellaneous Conduct Provisions\*

Claire Silverman, Legal Counsel, League of Wisconsin Municipalities

Author's Note: \*This is the third article in a 3-part series covering (1) the state ethics code applicable to local public officials, (2) the law prohibiting private interests in public contracts, and (3) the Incompatibility doctrine and miscellaneous statutes prohibiting certain conduct

#### Incompatibility Doctrine

The incompatibility doctrine is a courtcreated doctrine that prohibits a public official from simultaneously holding dual offices or an office and a position of public employment where the two are incompatible.<sup>1</sup> A general treatise quoted in a 1985 Wisconsin Attorney General Opinion elaborates on incompatibility:<sup>2</sup>

"[Offices] are generally considered incompatible where such duties and functions are inherently inconsistent and repugnant, so that because of the contrariety and antagonism which would result from the attempt of one person to discharge faithfully, impartially, and efficiently the duties of both offices, considerations of public policy render it improper for an incumbent to retain both. Two offices or positions are incompatible if there are many potential conflicts of interest between the two, such as salary negotiations, supervision and control of duties, and obligations to the public to exercise independent judgment. ... Incompatibility has been said to exist when there is a built-in right of the holder of one position to interfere with that of the other, as when the one is subordinate to, or subject to audit or review by, the second; obviously in such circumstances, where both posts are held by the same person, the design that one act as a check on the other would be frustrated. ...

An incompatibility exists whenever the statutory functions and duties of the office conflict or require the officer to choose one obligation over another."

Incompatibility determinations are made by reviewing the duties and responsibilities of the two offices or the office and position involved, not by examining the character of the person holding the offices or position.<sup>3</sup> A leading municipal law treatise explains:<sup>4</sup>

"Public policy demands that an officeholder discharge his or her duties with undivided loyalty. The doctrine of incompatibility is intended to assure performance of that quality. Its applicability does not turn upon the integrity of the person concerned or his or her individual capacity to achieve impartiality, for inquires of that kind would be too subtle to be rewarding. The doctrine applies inexorably if the offices come within it, no matter how worthy the officer's purpose or extraordinary his or her talent."

In Compatibility of Offices 581, the League opined that the incompatibility doctrine probably does not apply to an individual who holds a public position and provides a service to a governmental entity as an independent contractor.<sup>5</sup>

Because the governing body exercises control over such matters as salaries, duties, and removal or discipline of many municipal officers and employees and often has appointment authority or confirmation authority, the League has long opined that governing body members cannot hold other public offices or positions of employment unless the arrangement is specifically authorized. We have opined that this is true even where a department is under the control of a board or a commission, like the police and fire commission or a utility commission, since the governing body still exercises budgetary and general supervisory control over the departments and appoints board or commission members.6

▶ p.23

5. "An independent contractor is one who is employed to do a piece of work without restriction as to the means to be employed, and who employs his own labor and undertakes to do the work in accordance with his own ideas or under plans furnished by the person for whom the work is done, to produce certain results required by such person. The mere reservation by a municipality of the privilege of inspecting and generally supervising the work, and making changes in the plans, does not destroy or impair the character of independent contractor. Whether one is an employee or an independent contractor generally should be determined from the facts of the particular case, and from a proper construction of the contract as a whole." Weber v. Hurley, 13 Wis. 2d 560, 568, 109 N.W.2d 65 (1961), quoting 18 McQuillin, Mun. Corp. (3d ed.), p. 343, § 53.75.

6. Compatibility of Offices 583.

State v Jones, 130 Wis. 572 (1907); Martin v. Smith, 239 Wis. 314 (1941); Otradovec v. City of Green Bay, 118 Wis. 2d 393 (Ct. App. 1984). In Otradovec, the court held the incompatibility doctrine extends to positions of public employment as well as public offices and that an appraiser employed in the City Assessor's office could not also serve as an alderperson because as alderperson he had power to vote on contracts setting the terms of his employment and could also vote on appointment of the city assessor in whose office he worked. The possibility of abstention did not make the two compatible.

<sup>2. 74</sup> Op. Att'y Gen. 50 (1985), quoting 63A Am. Jur. 2d Public Officers and Employees § 78 (1984).

State v Jones, 130 Wis. 572 (1907); Martin v. Smith, 239 Wis. 314 (1941); and Otradovec v. City of Green Bay, 118 Wis. 2d 393 (Ct. App. 1984).

<sup>4. 3</sup> McQuillin, Mun. Corp., § 12.67 (3d ed.).

## **Incompatibility Exceptions**

Statutory exceptions to the incompatibility doctrine include a significant new provision that allows a village trustee serving as a village employee to be paid an hourly wage not exceeding a total of \$15,000 per year.7 A similar provision allows a town supervisor to perform a limited amount of work as a town employee; note that no similar provision exists for city governing body members. That amount may be paid in addition to any salary paid to trustees under Wis. Stat. § 61.32, and in addition to amounts paid under Wis. Stat. § 66.0501(4) (explained below). Of note, this provision does not amend or reference the pecuniary interest statute, § 946.13, a criminal statute prohibiting public officials and employees from having private interests in public contracts over which they have authority<sup>8</sup> and containing an exception for contracts which, in the aggregate, do not involve receipts and disbursements exceeding \$15,000 in one year. However, courts assume that lawmakers know the laws in effect when they create legislation.9 Presumably, the legislature would not authorize a trustee to receive these cumulative amounts but make receiving them a felony.

Another important exception is § 66.0501(4), which allows volunteer fire fighters, emergency medical services practitioners, or responders in a city or village to also hold an elective office in that municipality if their annual compensation from one or more of those positions, including fringe benefits, does not exceed a certain amount – \$25,000 if the city or village has a population of 5,000 or less, or \$15,000 if the city or village has a population of more than 5,000.

Another exception, § 66.0501(2), provides that the governing body may be represented on city or village boards and commissions where no additional compensation, except a per diem, is paid to the governing body representatives. A representative of a governing body who is a member of a city or village board or commission may receive a per diem only if the remaining members of the board or commission may receive a per diem.

Finally, additional statutory exemptions allow a governing body member to also serve as a county supervisor<sup>10</sup> and allow a local public official to serve as an election official and be compensated for that service.<sup>11</sup>

#### Enforcement/Consequences

Under the incompatibility doctrine, a public official who takes a second office that is incompatible with an existing office is deemed to have vacated the first office.<sup>12</sup> The law is less clear regarding the holding of an incompatible office and position. In *Otradovec v. City of Green Bay*,<sup>13</sup> the court of appeals allowed the

alderperson employed as an appraiser in the city assessor's office to choose between the office and employment.

The incompatibility doctrine is not self-enforcing. Quo warranto actions are a means to challenge someone's right to hold office.<sup>14</sup>

# Miscellaneous Conflict of Interest/ Misconduct Provisions

### **Conflict of Interest**

Because the legal article in the June 2021 issue of this magazine focused on the state ethics code applicable to local officials, those provisions are not covered here. Briefly highlighted below are other conflict of interest and conduct provisions local officials and employees should be aware of.

An 1879 Wisconsin Supreme Court decision holds that members of a legislative body are disqualified to vote on propositions in which they have a

9. City of Milwaukee v. Kilgore, 193 Wis. 2d 168, 183, 532 N.W.2d 690, 695 (1995).

- 11. Wis. Stat. § 66.0501(4)(b).
- 12. See *Martin v. Smith*, 239 Wis. 314, 326, 1 N.W.2d 163, 169 (1941). 13. See footnote 1.
- 14. See Wis. Stat. § 784.04



<sup>7.</sup> See 2021 Wis. Act 69, effective July 10, 2021.

<sup>8.</sup> Section 946.13 was explained in greater detail in an article on p. 28 of the July 2021 issue of *The Municipality* 

<sup>(</sup>Pecuniary Interest 395).

<sup>10.</sup> Wis. Stat. § 59.10(4) and Compatibility of Office 604.

# Legal

direct pecuniary interest adverse to the municipality. *Board of Supervisors of Oconto County v. Hall*, 47 Wis. 208, 2 N.W. 291 (1879). It is unclear whether the rule announced in *Hall* extends to legislative decisions of a governmental body.<sup>15</sup>

#### Robert's Rules of Order

Many municipalities have adopted Robert's Rules of Order. Robert's says no member should vote on a question in which the member has a direct personal or pecuniary interest not common to other members of the organization. However, Robert's says this does not prevent a member from voting for himself for an office or other position to which members are generally eligible, nor from voting when other members are included with him in a motion.

The Wisconsin court of appeals cited Robert's and the *Hall* decision in a case where the employee of an entity seeking a rezoning abstained from voting as a county board supervisor on the matter. The court concluded that had the employee-supervisor voted, his vote would have been disqualified.<sup>16</sup>

#### **Eligibility for Other Public Positions**

Under Wis. Stat. § 66.0501(2), except as expressly allowed by law, governing body members are ineligible, during the term for which elected, for any office or position created by the governing body during that term, even if they resign first. They are also ineligible for any office or position if the selection for it is vested in the governing body unless the member resigns before the selection is made. However, governing body members are eligible for any elective office.

#### **Misconduct in Office Statute**

Under Wis. Stat. § 946.12, any public officer or employee who does any of the following is guilty of a Class I felony, punishable by a fine not to exceed \$10,000 or imprisonment not to exceed three years and six months or both:<sup>17</sup>

- Intentionally fails or refuses to perform a known mandatory, nondiscretionary, ministerial duty of his or her office or employment within the time or in the manner required by law.
- In his or her official capacity does an act which he or she knows exceeds his or her lawful authority or which he or she knows is forbidden by law to do in his or her official capacity.
- In his or her official capacity, by commission or omission, exercises a discretionary power in a manner inconsistent with the duties of the office or employment or the rights of others with intent to obtain a dishonest advantage personally or for another.
- In his or her official capacity intentionally and materially falsifies an entry in an account or record book or return, certificate, report or statement.
- Under color of the office or employment, intentionally solicits or accepts for the performance of any service or duty anything of value which the officer or employee knows is greater or less than is fixed by law.

#### **Bribery**

Wisconsin Stat. § 946.10 prohibits public officers or employees from directly or indirectly accepting or offering to accept any property or personal advantage they are not authorized to receive, based on an understanding that the officer or employee will act in a certain manner regarding any matter pending or that might come before the officer or employee in his or her official capacity or do or omit to do any act in violation of the officer's or employee's lawful duty. Bribery is a Class H felony, punishable by a fine not to exceed \$10,000, or imprisonment not to exceed six years or both.<sup>18</sup>

Another provision relating to bribery is found in Article XIII, sec. 11 of the Wisconsin Constitution, which prohibits municipal incumbents and candidates from soliciting or accepting any free pass or frank, or any privilege withheld from any person, for the traveling accommodation or transportation of any person or property, or the transmission of any message or communication. Violation is bribery and results in vacation of the office.<sup>19</sup>

#### **Discounts at Certain Stadiums**

The state ethics code prohibits any person serving in a local elective office from accepting any discount on the price of admission or parking charged to members of the general public, including any discount on the use of a sky box or private luxury box, at a stadium that is tax exempt from general property taxes under sec. 70.11(36).<sup>20</sup>

#### Liquor Licensee Relations

No member of a municipal governing body may hold an alcohol beverage wholesalers permit under sec. 125.54 or, with respect to the issuance or denial of retail licenses under sec. 125.51, do any act in violation of sec. 19.59(1).<sup>21</sup>

▶ p.25

See 63 Op. Att'y Gen. 545 (1974), citing 133 A.L.R. 1257; 62 C.J.S., Municipal Corporations, § 402 (rule may not extend to legislative decisions).

<sup>16.</sup> *Ballenger v. Door County*, 131 Wis. 2d 422, 388 N.W.2d 624 (Ct. App. 1986). 17. Wis. Stat. § 939.50(3)(i).

<sup>18.</sup> Wis. Stat. § 939.50(3)(h).

<sup>19.</sup> Wis. Const. Art. XIII, § 11. See also 77 Op. Att'y Gen. 237, 244 (1988).

<sup>20.</sup> Wis. Stat. § 19.451.

<sup>21.</sup> Wis. Stat. § 125.51(1)(b). Section 19.59(1) is part of the state ethics code.

#### Rules of Professional Conduct

Some public officials and employees are also subject to special conflict of interest rules imposed pursuant to professional rules of conduct related to the profession or position (e.g., municipal attorneys and municipal judges).<sup>22</sup>

# Assessors and Board of Review Members

Wisconsin Stat. §§ 70.501 and 70.502 prohibit misconduct by assessors and board of review members.

Compatibility of Office 609

**Pecuniary Interest 396** 

### About the Author:

Claire Silverman is Legal Counsel for the League of Wisconsin Municipalities. She joined the League staff in 1992. Contact Claire at cms@lwm-info.org

22. See Supreme Court Rules (SCR) Chapters 20 and 60 and also 60.01(8).



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# Assignment of Adminstrator Duties in Absence of an Administrator 4/16/2025

Recommended Motion: Add the following indicated duties to the President per Ordinance 180-6. B Other such duties as the board shall from time to time Prescribe.

APC = Adminstrative Policy Committee B = Board C = Clerk DH = Department Heads FD = Finance Director P = President PWD = Public Works Director W: = With Assistance From

	Ordinance: 115-11	Proposed Assignment
1	Provides administrative direction and coordination of all overall operations of the village under the general direction of the village board, creating, and enforcing administrative policies and procedures to ensure standardized and efficient operations, including public safety departments, except in the statutory authority of the police and fire commission.	Ρ
2	Executes all directives of the village board and uses appropriate judgment to report to the board, fully, promptly and at least monthly on the status of issues that arise in carrying out those directives.	Ρ
3	Provides information, administrative advice and general support to the village board and all commissions and committees, either personally or through a staff designee.	DH
4	Works with the village board and its president, commission and committee chairpersons, attorney, and clerk to ensure that all open meetings laws are adhered to strictly and consistently for all board, commission, and committee meetings, ensuring that each board, commission, and committee meeting has a clear, complete, and legally appropriate agenda with supporting materials with nothing in this statement being construed as to give the administrator authority to limit or in any way prevent matters from being considered by the village board or any of its committees and commissions.	Ρ
5	With the village board, establishes vision and mission statements and annual objectives coming from the vision and mission statements for the village and periodically reports to the village board on progress toward those objectives.	APC
6	Recommends to the village board the appointment, promotion, discipline, suspension, and termination of department heads if in the best interests of the village.	Ρ
7	Appoints, promotes, disciplines, suspends, and terminates (if in the best interests of the village) nondepartment head employees on the recommendation of and/or in consultation with the supervising department head except where preempted by the statutory authority of the police and fire commission.	DH, After Consultation with APC

	Section 9, I	ten
Utilizes an ongoing performance management process with all department heads and conducts and documents a formal evaluation of each department head's performance on an annual basis; also ensures that department heads do likewise for all their supervised employees.	Р	
9 Creates and maintains a wage scale for each village position with documented justification and presents the same to the village board for comment amendment and adoption.	APC	
Ensures that working conditions are safe, appropriate, and ergonomically correct for all employees and oversees the village worker safety program and directs all risk management functions for the village, including analysis and recommendation of all insurance coverage.	DH	
Conducts searches for potential grant opportunities and assists appropriate department heads throughout the application process, presents information to the village board for approval of grant applications, makes application for grants after approved by the village board, and ensures funds are available for necessary matches to grants.	DH	
Provides oversight and direction to all department heads during the annual budget preparation process and administers and monitors the budget while also ensuring that all basic financial plans approved by the village board are carried out on an ongoing basis; reports to the board regarding all significant and/or unforeseen budgetary variances.	FD W: P	
<ul> <li>In conjunction with the board, its commissions and committees, department heads, and any hired financial consultant, analyzes and reports to the board, either personally or</li> <li>through a staff designee, on a monthly basis, the current and projected fiscal status and ensures that the village adheres to current generally accepted governmental accounting standards and practices.</li> </ul>	FD	
Functions as the chief purchasing agent for the village within the financial authorizations and guidelines set forth by the village board and within the parameters of the approved village budget.	TBD	
<ul> <li>Working with department heads, commissions, and committees, develops all plans,</li> <li>policies, procedures, and recommendations for board approval for the purchase,</li> <li>maintenance, and replacement of all capital equipment.</li> </ul>	PWD W: FD & APC	
Represents the village, either personally or through a staff designee, in all16intergovernmental relationships and represents the village in various local, state, and federal organizations as assigned by the village board.	Ρ	
<ul> <li>Functions as the public information officer for all external communications in the community and represents the best interests of the village at all times and develops</li> <li>internal administrative procedures to facilitate communications with the village residents and to ensure that village government responds to and resolves resident complaints expeditiously.</li> </ul>	C&P	
18 Act in place of the Adminstrator for purposes of Village Policy FIN-004.	Р	



# **Report to APC**

Agenda Item:Discussion and Possible Action: Approval of Road Maintenance BidMeeting Date:May 15, 2025Referring Body:APCCommittee Contact:Staff Contact: Greg UlmanReport Prepared by:Greg Ulman

AGENDA ITEM: Discussion and Possible Action: Approval of Road Maintenance Bid

**HISTORY/BACKGROUND:** On April 24, 2025 sealed bids were submitted to the Village for our annual road maintenance project. This bid was publicly noticed and open to all qualified contractors. Our road maintenance project for 2025 was budgeted for and approved in the annual budget. The Village budgeted \$385,000 for the maintenance of chip sealing, crack sealing, patching, and road painting.

The budget line items are: Highway – Seal Coating: \$300,000 (100-53000-311-345) Highway – Crack Filling: \$65,000 (100-53000-311-346) Highway – Pavement Marking: \$20,000 (100-53000-311-347)

The Village received one sealed bid from Farner Asphalt Sealers, LLC, and the total bid came in at \$384,174 for the work as follows:

Schedule 1: Gardner Park Rd west end to the start of the 4 lane and Queenland Dr. (Crack sealing, patching, chip seal, and painting) \$67,377.00

Schedule 2: West Rd east of X, Woodgate Ln, Woodcrest Dr, Deerwood Trl, Oregon Trl, Conestoga Ln, Meadow Dr south of Kowalski Rd (Crack sealing, patching, and chip seal) \$74,403

Schedule 3: Lane Rd, Curve Rd, Aspen Rd, North Rd from Pioneer Rd to the east (Crack sealing, patching, and Chip seal) \$77,853

Schedule 4: Old Hwy 51 from Maple Ridge Rd to the railroad crossing by Village Way Rd. (Crack Sealing) \$13,140

Schedule 5: Helke Rd, Cedar Rd, Grant Rd, Gardner Park Rd 4 lanes to railroad tracks (Crack sealing, patching, chip seal, and painting) \$151,401

# Totals for all 5 schedules: \$384,174

PROPOSAL: To recommend the submitted bid by Fahrner Asphalt, LLC to the Village Board

Section 10, ItemI.

**RECOMMENDED ACTION:** To recommend the submitted bid as presented from Fahrner Asphalt, LLC for \$384,174 to the Village Board.

# **FINANCIAL**

# **Financial Consideration/Action:**

# **FUNDING SOURCE:**

Account Number/Title: Highway – Seal Coating: \$300,000 (100-53000-311-345) Highway – Crack Filling: \$65,000 (100-53000-311-346) Highway – Pavement Marking: \$20,000 (100-53000-311-347)

Accounts Totals:	\$ 385,000				
Spent to Date:	\$ 0				
Remaining Budget:	\$ 385,000				
Requested Amount:	\$ 384,174				
Remainder of Budgeted Amount, if approved: \$826 from Pavement Marking (100-53000-311-347)					

**ATTACHMENTS:** Submitted Bid

# ADVERTISEMENT FOR BIDS ROAD MAINTENANCE VILLAGE OF KRONENWETTER MARATHON COUNTY, WISCONSIN PROJECT ID: PW2025-002

Notice is hereby given by the Village of Kronenwetter, Marathon County, Wisconsin, that it will receive sealed bids for 2025 Road Maintenance until 10:00 a.m., on Thursday, April 24th, 2025 in the office of the Director of Public Works located at 1582 Kronenwetter Drive, Kronenwetter, WI 54455. Bids will be publicly opened and read at that time and date.

Contract documents may be examined in the office of the Public Works Director, located at 1582 Kronenwetter Drive, Kronenwetter, WI 54455.

Proposal shall be accompanied by a Certified Check or Bid Bond in the amount of not less than 5 percent of the maximum bid, payable to the Treasurer of the Village of Kronenwetter. This is a guarantee that the bidder, if the bid is accepted, will execute and file the Contract. The Certified Check is returnable to the bidder immediately after the signing of the Contract

A Performance Bond and Payment Bond in the amount of 100 percent of the total bid price, a Certificate of Insurance, together with an executed contract, will be required of the successful bidder.

Potential Bidders shall submit a Bidder's Proof of Responsibility on or before April 24th, 2025, with the Village Clerk at the Municipal Center. Potential Bidders shall also show sufficient ability, equipment and experience to properly perform the Contract in accordance with Section 66.0901 Wisconsin Statutes. Bidders who have submitted Proof of Responsibility in 2024 need not resubmit.

The owner reserves the right to reject any or all bids.

The contractor shall be pre-qualified by the Wisconsin Department of Transportation to perform the work in this bid.

A letter of the work described herein is subject to the provisions of Section 66.0901 Wisconsin Statutes.

Issued by Authority of: VILLAGE OF KRONENWETTER

Greg Ulman Public Works Director Village of Kronenwetter

Full bid packet can be found at www.kronenwetter.org

#### **BID FORM**

PROJECT IDENTIFICATION:

2025 Road Maintenance VILLAGE OF KRONENWETTER

CONTRACT IDENTIFICATION:

Project ID: PW2025-002

THIS BID IS SUBMITTED TO:

Village of Kronenwetter 1582 Kronenwetter Drive Kronenwetter, WI 54455

FIRM SUBMITTING BID: \_\_\_\_\_ Fahrner Asphalt Sealers, LLC

Scedule 1 Gardner Park Rd West end to the start of the 4 Lane and Queenland Dr

Crack Sealing, Flex Patch, Chip Seal CRS-2P Asphalt .40gallons/SY with 25 pounds/SY 3/8 Fractured Chips Fog Seal Centerline painting

\$ 67,377,00 Total Price

Schedule 2 West Rd east of X, Woodgate Ln, Woodcrest Dr, Deerwood Trl, Oregon Trl, Conestoga Ln, Meadow Dr south of Kowalski Rd

Crack Sealing, Flex Patch and Chip Seal CRS-2P Asphalt .28-gallons/SY with Black Boiler Slag Aggregate at 18 pounds/SY

\$ 74,403.00 Total Price

Schedule 3 Lane Rd, Curve Rd, Aspen Rd,"North Rd from Pioneer Rd to the East

Crack Sealing, Flex Patch and Chip Seal PG58-28 Asphalt, .35-gallons/SY with 25 pounds/SY 3/8 Fractured Chips

1,853.00 otal Price

Schedule 4 Old Hwy 51 from Maple Ridge Rd to RR Crossing by Village Way Rd

Crack Sealing

<u>13,140.00</u> Total Price

Schedule 5 Helke Rd, Cèdar Rd, Grant Rd, Gardner Park Rd 4 lanes to RR Tracks

Crack Sealing, Flex Patch, Double Chip Seal CRS-2P Asphalt .40gallons/SY with 20 pounds/SY 3/8 Fractured Chips on bottom and top with CRS-2P Asphalt .40 gallons/SY with 25 pounds/SY 3/8 Fractured Chips Fog Seal Re-Paint roads with centerline and fog line as they were

<u>/5/,401,00</u> Total Price \$

## **Option 1**

Double Chip Seal PG58-28 Asphalt .35gallons/SY with 20 pounds/SY 3/8 Fractured Chips on bottom and top with PG58-28 Asphalt .35 gallons/SY with 25 pounds/SY 3/8 Fractured Chips

\$ 3.95 Price per SY

# \*\*Additional Options

\*\*Option 1 Additional Pavement Marking

0.55 Price per LF \$\_

\*\*Option 2 Pavement Marking Removal

\$ 0.68 Price per LF

The undersigned BIDDER proposed and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents. The BIDDER also agrees to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price, and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

- 1. BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 35 days after the day of Bid opening. The BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 days after the date of OWNER's Notice of Award.
- 2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement that:
  - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Date	Number
None	N/A

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, work, site, locality and all local conditions and Laws and Regulations that in any manner may affect cost or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical condition at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. No additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities, at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given Public Works Director written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Public Works Director is acceptable to BIDDER.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 4. BIDDER agrees that completion of the project shall be on August 16<sup>th</sup>, 2025. Failure to complete the project by the above date shall result in the levying of liquidated damages of \$500.00/day.
- 5. The following documents are attached to and made a condition of this Bid:
  - (a) Required Bid Security in the form of the Bid. Bond.
  - (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
  - (c) Affidavit of Organization and Authority.
  - (d) DILHR's "Disclosure of Ownership" form.
- Communications concerning this Bid shall be address to:

Greg Ulman Public Works Director Village of Kronenwetter, 1582 Kronenwetter Drive, Kronenwetter, WI 54455, Voice (715) 693-4200 ext. 2 Brad Jacobson, Street Dept Crew Lead Village of Kronenwetter (715) 348-5700 7. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED	April 24		_, 2025
BIDDER'S Signature	Mello		
Type/Print Name	Brent Berg, Vice Presi	dent	
If BIDDER is: An Individual			
By:(Type) (Individ	ual's Name) (Signature)		(SEAL)
doing business as			
		Telephone No.	
By:(Firm Name)			(SEAL)
(Type) (General Partne			
Business address			
		Telephone No.	
A Corporation			
By: Fahrner Asphalt (Corporation Na	Sealers, LLC me)		
Wisconsin (State of Incorpo	vration)		
(State of incorpo	nation)		

Ву: _	Brent Berg (Type) (Name of Person Authorized to Sign)	(Signature)
	Vice President	
(0	(Title) *NO CORPORATE Corporate Seal) SEAL ADOPTED"	Λ
Attest:	Jeff Salewske	he
<b>.</b> .	Assistant	
Busines	s address _2800 Mecca Drive, Plover, WI	54467
		Telephone No. <u>(715) 341-2868</u>
A Joint V	/enture	
By:		
	(Name)	
	(Address)	
By:		
	(Name)	
	(Address)	

# FULL AND COMPLETE LIST OF SUBCONTRACTORS

	Name and Address	Class of Work	Amount of Subcontract
1.	Wigham Trucking & Excavating 606 Highway 42 SE Eyota, MN 55934	Sweeping	\$6,000,00
2.			
3.			
4.			
5.			

NOTE: This list cannot be altered after submission without written consent of the Owner.

#### DISCLOSURE OF OWNERSHIP

1. INSTRUCTIONS. On the date a Contractor submits a bid to, or completes negotiations with, a state agency or municipality on a public works construction project subject to ss.66.293(3) or 103.49, Stats., the Contractor shall disclose to the state agency or municipality soliciting or negotiating the bids the name of any other construction business: which the Contractor, or a shareholder, officer or partner of the Contractor, owns or has owned within the preceding three (3) years.

This information is only required to be disclosed if the Contractor, or a shareholder, officer or partner of the Contractor, owns or had owned at least a 25% interest in the "other construction business" on the date the Contractor submits a bid or completes negotiations, or at any time within the preceding three (3) years, and the Wisconsin Department of Industry, Labor and Human Relations has determined that the "other construction business" failed to pay the prevailing wage rate, or at least time and one-half the hourly basic rate of pay for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

- 2. DEFINITION. The term "other construction business" means any business engaged in erecting, construction, remodeling, repairing, altering, painting and decorating buildings, structures or facilities and any business engaged in supplying mineral aggregate, as provided by ss.66.293(3)(c), 103.49(2) and 103.50(3)m Stats.
- NAME AND ADDRESS OF OTHER BUSINESSES. Indicate below the name(s) and address(es) of any "other construction business" which meets the criteria specified above. If none, so state.

None	
Name of Business	Address
I hereby state that the information	contained in this document is true and accurate
according to my knowledge and b	belief and understand that the willful falsification
of any information may result in a	civil or criminal penalty pursuant to Chapt. 101
Stats.	han
Fahrner Asphalt Sealers 11 C	

Tannel Asphalt Sealers, L	.LO
Name of Business	
Vice President	
Title	
Eabroar Acabalt Saalara	

Name of Contractor

po de	3-	
Signature Brent Berg		
This 24th day of	April	2025.

<u>2800 Mecca Drive, Plover, WI 54467</u> Address (City, State and Zip)

DILHR-ERD-7717(R.3188) STATUTORY AUTHORITY: ss.ee.293(3Xn)4 and 103.49(7)(d), Stats.

# AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

- 1. That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership) or an officer or employee of the bidder corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2. That the attached bid or bids have been arrived at by the bidder individually and have been without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
- 3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person, prior to any official opening of the bid or bids; and
- 4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to b	efore meE	Brent Berg	(Bidder)
State of Wisconsin, County	of Portage		()
This <u>24th</u> day of	April	_, 2025	Fahrner Asphalt Sealers, LLC
Annon M. Co Notary Public		OTARY	(Firm making bid or bids) 2800 Mecca Drive, Plover, WI 54467
My Commission Expires 05	5/13/2027	4-0-10	NIS
OFFICIAL TITLE Vice	President	PUBL	

#### BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

Fahrner Asphalt Sealers, L.L.C. as Principal, and <u>Western Surety Company</u>

as Surety, are hereby held and firmly bound unto the Village of Kronenwetter, as OWNER

in the final sum of \_\_\_\_\_ Five Percent of Amount Bid (5%)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves successors and assigns.

Signed, this <u>21st</u> day of <u>April</u>, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to

Village of Kronenwetter a certain BID, attached hereto

and hereby made a part hereof to enter into a contract in writing, for the

#### 2025 Road Maintenance, Project ID PW2025-002

NOW THEREFORE:

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

Then this obligation shall be void otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Fahrner Asphalt Sealers, L.L.C. (L.S.) Vice President "NO CORPORATE

Western Surety Company

By: <u>dlouder Maler</u> Haley Pflug, Attorney-in-Fact



**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SEAL ADOPTED"

# **Surety Acknowledgment**

State of \_\_\_\_\_\_} County of \_\_\_\_\_\_Hennepin \_\_\_\_\_}
State of \_\_\_\_\_}

On this 21st day of April 2025, before me personally came Haley Pflug, to me known,

who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of

Western Surety Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

<u>LOichego Pierro Paron</u> Notary Public



# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

# Nicole Langer, Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Craig Olmstead, Blake S. Bohlig, Heather R. Goedtel, Kelly Nicole Enghauser, Haley Pflug, Katie Rooney, Trisha Kasper, Michelle Halter, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of November, 2024.

State of South Dakota }

On this 20th day of November, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires March 2, 2026 M. BENT

WESTERN SURETY COMPANY

, Laoton

M. Bent, Notary Public

Larry Kasten, Vice President

#### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **21st** day of **April 2025**.



WESTERN SURETY COMPANY la Kolorud Paula Kolsrud, Assistant Secretary

**Authorizing By-Laws and Resolutions** 

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporate. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company." Go to <u>www.cnasurety.com</u> > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

# SPECIAL PROVISIONS TO STANDARD SPECIFICATIONS BITUMINOUS SEAL COATING WITH STONE COVER AGGREGATE 2025 Road Maintenance VILLAGE OF KRONENWETTER MARATHON COUNTY, WISCONSIN PROJECT ID: PW2025-002

# 1. SCOPE OF WORK

This work shall consist of furnishing all materials, equipment, and labor necessary for the application of Bituminous Seal Coating as directed. All work shall conform to WDOT "Standard Specifications for Highway and Structure Construction 2022 Edition" (Standard Specifications). Except as noted in these Special Provisions

## 2. DESCRIPTION

The work shall consist of bituminous seal coating with stone cover aggregate. The work shall be done in accordance with Sections 455, 460 and 475 of Standard Specifications. Bidding and Contract shall conform to Part 1 of Standard Specifications.

## 3. MATERIALS

Materials furnished and used in the work shall conform to the requirements of Section 455.

# 3.1 <u>Bituminous Material</u>

The bituminous material to be furnished and applied shall conform to Section 455.2.4.1 Asphaltic Materials of Standard Specifications modified with 5% cut back.

The contractor shall supply the Public Works Director with the proper container for sampling material.

Materials used on site shall be tested by an independent third party at least once during the application process to see that it is in compliance with the specifications. The test results shall be provided to the owner prior to final payment.

The contractor shall supply the Public Works Director with daily documentation on the volume of material applied.

## 3.2 Cover Aggregate

The cover aggregate shall meet the requirements of Sections 460 and 475 Standard Specifications for seal coating and as amended below:

## 3/8" (100% fractured chips):

SIEVE SIZE	PERCENT PASSING BY WEIGHT
1/2 - inch	100
3/8 – inch	95 – 100
No. 4	0 – 60
No. 16	0 – 5

**Boiler Slag:** Industrial byproduct (coal ash, foundry process waste or other non-hazardous solid waste) may be used to produce seal coat aggregate provided it meets the characterization requirements for category 1 or 2 industrial byproduct as set forth in NR538.08, Wisconsin Administrative Code.

At the time of delivery of the industrial byproduct to the project, furnish to the Public Works Director a Certificate of Compliance the certifies to which category the industrial byproduct conforms.

- 1. Hard, durable particles of black slag.
- 2. The sodium sulfate soundness, measured according to AASHTO T 104, shall not exceed 15% loss.
- 3. Conform to the following gradation requirements:

SIEVE SIZE	PERCENT PASSING BY WEIGHT
3/8 inch (9.5 mm)	100
No. 4 (4.75 mm)	90 - 100
No. 8 (2.36 mm)	45 - 75
No. 40 (425 um)	0 – 8
No. 200 (75 um)	0 - 2

The Contractor shall take all precautions to minimize contamination of the aggregate.

Aggregate used on site shall be tested by an independent third party at least once during the application process to see that it is in compliance with the specifications. The Public Works Director shall be notified 24 hours prior to the test being taken to arrange for inspection of the testing. The test results shall be provided to the owner prior to final payment.

## 4. EQUIPMENT

The Contractor shall have available and maintain in good working order the equipment and tools necessary to perform the work. The requirements for the equipment for heating the Asphaltic material and for the distributors shall be as set forth in Standard Specifications. The equipment to be used shall include dragging equipment and aggregate spreading equipment that can be adjusted to spread accurately the quantity specified per square yard, and a self-propelled, pneumatic-tire roller, meeting the requirements of Standard Specifications. Contractor shall furnish a list of the equipment to be used on the project with the bid.

## 5. CONSTRUCTION METHODS

#### a. Surface Preparations

Immediately prior to applying the Asphaltic materials, the Contractor shall thoroughly clean the existing surface of all loose materials, slit spots, vegetation, and other objectionable materials. Dust and other loose materials in depressions or other places not reached by mechanical sweepers shall be swept with hand brooms or by blowers or flushers. Particular care shall be taken to thoroughly clean the outer edges of the area to be sealed. All costs associated with preparing existing surfaces as described above shall be considered incidental and cost shall be merged with unit prices. Contractor shall hand patch roads before sealing. **Contractor shall cover all utility structures – manholes, water valve boxes, gas valve boxes and other such structures, from seal coating materials. If material leaks through the protection the contractor shall return to clean all such covers so that they can be removed. This shall be included in the unit price.** 

b. Applying Asphaltic Materials

A pressure distributor shall be used for applying the asphalt material. It shall have a ground speed control device interconnected with the asphalt pump such that specified application rate will be supplied at any speed. The pressure distributor shall be capable of maintaining the asphalt at the specified temperature. The spray bar nozzles shall produce a uniform fan spray, and the shutoff shall be instantaneous, with no dripping. Each pressure distributor shall be capable of maintaining the specified application rate. Means shall be provided for accurately indicating the temperature of the asphalt material at all times. The thermometer well shall not be in contact with a heating tube.

Application will be with full width equipment capable of applying 24' without a center seam. A hose and spray nozzle attachment shall be provided for applying asphalt material to patches and areas inaccessible to the spray bar. The distributor shall be provided with heaters that can be used to bring the asphalt material to spray application temperature. If a seam is necessary, the seam shall be in the center of the road.

## c. Applying Seal Coat Aggregate

After application of the Asphaltic material and when the desired stage of tackiness is attained, aggregate for seal coat cover shall be spread uniformly over the treated surface by approved self-propelled mechanical full with spreader capable of applying aggregate 24' without a seam. If a seam is necessary, the seam shall be in the center of the road. Sealing shall be completed by July 31<sup>st</sup>, 2025.

## d. Rolling of Aggregate

Immediately after spreading the aggregate, the surface shall be rolled. Rolling shall start at the edges and continue to the center, lapping one-half the roller width on each successive trip. Rolling shall be accomplished with two pneumatic-tire rollers. The speed and reversing of direction of rollers shall be regulated as to avoid displacement or loosening of the cover material or damage to the Asphaltic material. Rolling shall be continued until the aggregate for the seal coat cover is thoroughly embedded and the surface is smooth and uniform in texture.

#### e. Vacuum and/or Sweeping of Roadway

All excess material shall be swept or vacuumed and **removed** (not swept into ditch or shoulder) from the project site within 1 week from application. This shall be included in the unit price. This will be required on schedule 1 & 2.

## 6. TRAFFIC CONTROL

The Contractor shall proceed in such manner as to interfere with traffic as little as possible. The Contractor shall provide flagmen to direct traffic on streets where travel will be restricted. The Contractor shall provide and install loose gravel signs on all intersections immediately after spreading the aggregate.

#### 7. NOTICE

The Contractor shall give the Village a minimum of 7 days written notice prior to beginning work. Said notice shall contain a detailed schedule of work to include the date work shall begin on each road and the length of time on that road. If changes need to be made to the schedule the contract shall request the change from the Public Works Director in writing. The Public Works Director shall respond within 2 working days. Any work done without 7 days written notice shall not be paid for. The Contractor shall furnish a list of employee by job class.

## INSTRUCTIONS TO BIDDERS 2025 ROAD MAINTENANCE VILLAGE OF KRONENWETTER MARATHON COUNTY, WISCONSIN PROJECT ID: PW2025-002

## 1. DEFINED TERMS

The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a quote to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, the Bid Form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

## 2. COPIES OF BIDDING DOCUMENTS

Complete sets of Bidding Documents must be used in preparing Bids. The Owner assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

## 3. QUALIFICATIONS OF BIDDERS

Potential bidders shall submit a Bidders Proof of Responsibility on or before date given in Advertisement for Bids in accordance with Wis. Stats., Section 66.29(2). Proof of Responsibility must be filed utilizing the Owner's form contained in the Bidding Documents. Proof of Responsibility shall be filed with the Owner at the address given in the Advertisement for Bids. If proofs have been previously filed in this calendar year, additional filing is not necessary.

## 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each Bidder, before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Owner of all conflicts, efforts or discrepancies in the Contract Document.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## 5. AVAILABILITY OF LANDS FOR WORK

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent, changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

## 6. INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed to Public Works Director. Interpretations or clarifications considered necessary by Public Works Director, in response to such questions, will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Questions received less than 5 days prior to the date for opening of Bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

## 7. BID SECURITY

Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety. The Bid Bond Form included in the Bidding Requirements must be utilized.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 10 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the first day after the time period that the bid is subject to acceptance, as given in the Advertisement for Bids, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

## 8. BID FORM

The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Owner.

All blanks on the Bid Form must be completed in ink or by typewriter.

Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

The address and telephone number for communications regarding the Bid must be shown.

Bids must be priced on a lump sum and/or unit price basis for the base contract as provided in the Bid Form. Separate prices for optional alternates are provided in the Bid Form. The price of the Bid for each optional alternate will be the amount to be added or deducted from the price of the base Bid if the Owner selects the optional alternate.

#### 9. LIST OF SUBCONTRACTORS

A complete list of proposed Sub-Contractors and the class of work to be performed by each must be filed with the Bid. The list may not be added to or altered without a change order from the Owner. [Wis. Stats., Section 66.29(7)]

If requested by the Owner, the apparent successful Bidder shall submit an experience statement with pertinent information regarding similar projects and other evidence of qualification for each Sub-Contractor or Supplier. If Owner, after due investigation, has reasonable objection to any proposed Sub-Contractor, Supplier, other person or organization, either may, before the Notice of Award is given, request the apparently successful Bidder to submit an acceptable substitute in which case the apparent successful Bidder shall submit an acceptable substitute. That bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and making the contract award.

If apparent Successful Bidder declines to make any such substitution, owner may award the contract to the next lowest Bidder that proposed to use acceptable Sub-Contractors, Suppliers and other persons and organization. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Sub-Contractor, Supplier, other person or organization listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner subject to revocation of such acceptance after the Effective Date of the Agreement. No Contractor shall be required to employ any Sub-contractor, Supplier, other person or organization against whom Contractor has reasonable objection.

## 10. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

#### 11. MODIFICATION AND WITHDRAWAL OF BIDS

Withdrawal of Bids shall be pursuant to Wis. Stats., Section 66.29(5).

#### 12. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

#### 13. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for the number of days after the day of the Bid opening, as given in the Advertisement for Bids, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

#### 14. AWARD OF CONTRACT

Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the

In evaluating Bids, owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of Sub-Contractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Sub-Contractors, Suppliers and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Sub-Contractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

If the contract is to be awarded, it will be awarded to the lowest Bidder of the alternates and contracts selected by the Owner, whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within the period that bids remain subject to acceptance as given in the Advertisement for Bids.

Bids will be evaluated to determine low bidder.

#### 15. INSURANCE REQUIREMENTS

The limits of liability for insurance shall provide coverage for not less than the following amounts:

Worker's Compensation

- (1) State: Statutory
- (2) Applicable Federal (e.g. Longshoreman's): Statutory

Comprehensive General Liability

(1) Bodily Injury (including completed operations products liability and broad form):

\$500,000 Each Occurrence \$500,000 Annual Aggregate

- Property Damage: \$500,000 Each Occurrence \$500,000 Annual Aggregate or a combined single limit of \$500,000 Property Damage liability insurance will provide Explosion, Collapse and Underground coverages.
   (2) Demonstration for the provide the pro
- Personal Injury to include hazards A, B and C.
   Zero participation, deletion of employment exclusion.
   \$500,000 Annual Aggregate
- (4) Umbrella/excess liability umbrella form Minimum coverage shall be the contract amount rounded to the higher \$1,000,000 (i.e. \$5,525,000 contract, provide \$6,000,000 coverage).

Comprehensive Automobile Liability

- (1) Bodily Injury:
  - \$500,000 Each Person \$500,000 Each Occurrence
- (2) Property Damage: \$500,000 Each Occurrence or combined single limit of \$500,000

## STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2025 by and between the **Village of Kronenwetter** (hereinafter called OWNER) and \_\_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as:

2025 Road Maintenance Village of Kronenwetter Marathon County, Wisconsin Project ID: PW2025-002

#### Article 2. CONTRACT TIME

The Work will commence on or after 10 days from the date listed on the Notice to Proceed and Final Completion shall occur and be ready for final payment on or before August 16<sup>th</sup> 2025.

Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this agreement and the OWNER will suffer financial loss if the work is not completed within the times specified in paragraph 2.1 above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration hearing, the actual loss suffered by OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 2.1 for Completion until the Work is complete.

## Article 3. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See Contractor's Bid which is attached hereto as Exhibit 1.

Estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the OWNER.

## Article 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment. Applications for Payment will be processed by PUBLIC WORKS DIRECTOR.

4.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by PUBLIC WORKS DIRECTOR, once a month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

#### 4.2 Retainage

Section 66.29(9)(b), Wisconsin Statutes requires:

Retained percentages. As the work progresses under any contract involving \$1,000 or more for the construction, execution, repair, remodeling or improvement of any public work or building or for the furnishing of any supplies or materials, whether or not proposals for which are required to be advertised by law, the municipality, from time to time, shall grant to the CONTRACTOR an estimate of the amount and proportionate value of the work done, which shall entitle the CONTRACTOR to receive the amount thereof less the retainage, from the proper fund. On all such contracts, the retainage shall be an amount equal to 10% of invoice amount of the work has been completed. When the work has been substantially completed except for work which cannot be completed because of weather conditions. lack of materials or other reasons which in the judgment of the municipality are valid reasons for non-completion, the municipality may make additional payments; retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or in the alternative may pay out the entire amount retained and receive from the CONTRACTOR guarantees in the form of a bond or other collateral sufficient to ensure completion of the job. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by CONTRACTOR and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract.

#### 4.3 <u>Materials-on-Hand</u>

Owner shall make progress payments for 100% of materials and equipment not incorporated in the Work but delivered, suitably stored and accompanied by documentation satisfactory to OWNER.

## 4.4 Upon Substantial Completion:

See paragraph 4.1

4.5 Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by PUBLIC WORKS DIRECTOR.

#### Article 5. INTEREST

All monies not paid when due shall bear interest at the rate of 10% per annum.

#### Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 6.2CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.3CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studies (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 6.5 CONTRACTOR is aware of the general nature to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 6.7CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement
- 7.3 Specifications bearing the title Special Provisions to Standard Specifications.
- 7.4 Drawings.
- 7.5 Addenda number.
- 7.6 Bid Proposal (pages 1 through 4, inclusive).
- 7.7 Any Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.8 The Wisconsin Department of Transportation "Standard Specifications for Highway and Structure Construction, latest Edition". ("WisDOT Specifications") (Not attached)
- 7.9 The Wisconsin Construction Site Best Management Handbook. ("Erosion Control Specifications") (Not attached)

#### Article 8. MISCELLANEOUS

8.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.20WNER and CONTRACTOR each binds itself, its partners, successors, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Document.

IN WITNESS WHEREOF, OWNER and CONTRACTOR has signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and PUBLIC WORKS DIRECTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on	, 2025.			
OWNER: VILLAGE OF KRONENWETTER	CONTRACTOR:			
By: David Baker, President	By:			
[CORPORATE SEAL]				
Attest: Jennifer Poyer, Clerk	Attest: Type Name:			
Address for giving notices:	Address for giving notices:			
1582 Kronenwetter Drive				
Kronenwetter, WI 54455				
(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.	License No Agent for service of Process:			
	(If CONTRACTOR is a corporation, attach evidence of authority to sign.)			

## "100% PERFORMANCE BOND AND 100% LABOR AND MATERIALS PAYMENT BOND MUST BE PROVIDED BY CONTRACTOR AT OR BEFORE TIME OF OWNER'S EXECUTION OF AGREEMENT"

Attach forms to this page.

## CERTIFICATE OF INSURANCE NAME OWNER AS CO-INSURED

Attach forms to this page.

## NOTICE TO PROCEED

То:	Date	:	
	Proje	ect:	2025 Road Maintenance
	Proje	ct No.:	2025-002
			Village of Kronenwetter
You are hereby notified to commence work in	accord	ance w	ith the Agreement dated:
, on or before _			, 2025, and you are to
complete the WORK within	conse	ecutive of	calendar days thereafter.
The date of completion of all WORK is therefo	re <u>Aug</u>	ust 16, :	<u>2025</u> .
		<u>Village</u> Owner	e of Kronenwetter
	By:		
	Title:	Village	<u>President</u>
ACCEPTANCE OF NOTICE			
Receipt of the above NOTICE TO PROCEED			
Is hereby acknowledged by:			
this the day of, 202	5.		
Ву:			
Title:			



# **REPORT TO APC**

ITEM NAME:	2025 Farmers Market Musician Contracts
MEETING DATE:	May 15, 2025
PRESENTING COMMITTEE:	
COMMITTEE CONTACT:	David Baker
STAFF CONTACT:	Jennifer Poyer
PREPARED BY:	Jennifer Poyer

**ISSUE:** G3 Industries has signed on as a sponsor for our Music at the Market Series. Their sponsorship allows five musicians to perform at the Farmers Market for one day each during the 2025 season. Three musicians have signed contracts to play for the allotted 5 days. Each of the musicians has performed at the market in the past. Their signed contracts need to be approved by APC and VB before the musicians can perform.

**OBJECTIVES:** Approval of 2025 Farmers Market Musician Contracts

## **ISSUE BACKGROUND/PREVIOUS ACTIONS:**

**PROPOSAL:** Steve Strasman to perform July 6, 2025 and August 3, 2025; Justin Zopel to perform June 22, 2025 and September 7, 2025; and Garth Englebright to perform August 31, 2025

ADVANTAGES:

**DISADVANTAGES:** 

# ITEMIZE ALL ANTICIPATED COSTS (Direct or Indirect, Start-Up/One-Time, Capital,

**Ongoing & Annual, Debt Service, etc.)** Cost to be paid with sponsorship money from G3 Industries.

**RECOMMENDED ACTION:** 

**OTHER OPTIONS CONSIDERED:** 

## TIMING REQUIREMENTS/CONSTRAINTS:

FUNDING SOURCE(s) – Must include Account Number/Description/Budgeted Amt CFY/% Used CFY/\$ Remaining CFY

Account Number:

Description:

**Budgeted Amount:** 

Spent to Date:

Percentage Used:

Remaining:

## ATTACHMENTS (describe briefly): Musician contracts



# **Contract for Services**

This contract covers the services that will be provided by Garth Engelbright, hereafter called "Musician," and Village of Kronenwetter, hereafter called "Village." Any alterations to this agreement must be made in writing and must be signed by both parties.

By signing this document, Village agrees to pay \$150 to Musician for services rendered on August 31, 2025. Contract will be paid in full following completion of contract by Musician.

Date: August 31, 2025

Location: Kronenwetter Farmers Market, Buska Park

Time: 9 a.m. to 2 p.m.

Duration: 3 hours within the 5-hour block with a 30-minute break as the musician sees fit.

The performances will take place at Buska Park, which is an outdoor venue. The Village will provide the Musician with a location to perform. Musician is responsible for a tent or any other facilities needed for the show.

Village also agrees to furnish Musician with electricity. Setting up and breaking down of instruments and organizing music will be the responsibility of Musician.

The Village will promote the Musician's performance by marketing the Musician and the events on the Village's social media platforms, on the Village website, and in the Village newsletters.

It is understood that special circumstances may arise in which this agreement may be altered. In cases of a venue change, extended duration, or other difficulties, parties may meet to discuss alterations, which must be amenable to both. If the show is cancelled due to weather or for any other reasons, both parties will work together to either reschedule the performance to a later date or cancel the show.

The Village shall not be held liable for anything that happens to the Musician as part of preparing for, as part of, or after the performances outlines within this service agreement.

By signing this document, both parties agree that these terms are acceptable.

Filer Garth Engelbright, Musician 3721 71 ST ST S WISC. RAPIDS, WI 54494 Mailing Address for Payment:

05.01.2025

(Date)

2025

Peter Wegner, Community Development Director

(Date)

94



## **Contract for Services**

This contract covers the services that will be provided by Justin Zopel, hereafter called "Musician," and **Village of Kronenwetter**, hereafter called "Village." Any alterations to this agreement must be made in writing and must be signed by both parties.

By signing this document, Village agrees to pay \$300 to Musician for services rendered on June 22, 2025 and September 7, 2025. Contract will be paid in full following completion of contract by Musician.

Date: June 22, 2025 and September 7, 2025

Location: Kronenwetter Farmers Market, Buska Park Time: 9 a.m. to 2 p.m.

Duration: 3 hours within the 5-hour block with a 30-minute break as the musician sees fit.

The performances will take place at Buska Park, which is

an outdoor venue. The Village will provide the Musician with a location to perform. Musician is responsible for a tent or any other facilities needed for the show.

Village also agrees to furnish Musician with electricity. Setting up and breaking down of instruments and organizing music will be the responsibility of Musician.

The Village will promote the Musician's performance by marketing the Musician and the events on the Village's social media platforms, on the Village website, and in the Village newsletters.

It is understood that special circumstances may arise in which this agreement may be altered. In cases of a venue change, extended duration, or other difficulties, parties may meet to discuss alterations, which must be amenable to both. If the show is cancelled due to weather or for any other reasons, both parties will work together to either reschedule the performance to a later date or cancel the show.

The Village shall not be held liable for anything that happens to the Musician as part of preparing for, as part of, or after the performances outlines within this service agreement.

By signing this document, both parties agree that these terms are acceptable.

5 - 1 - 25Justin Zope Musichan Mailing Address for Payment: 156346 East Hamilton street Justin Zopel Musichan Wausau Wisconsin 54403 Peter Wegner, Community Development Director (Date)



# **Contract for Services**

This contract covers the services that will be provided by Steve Strasman, hereafter called "Musician," and **Village of Kronenwetter**, hereafter called "Village." Any alterations to this agreement must be made in writing and must be signed by both parties.

By signing this document, Village agrees to pay \$300 to Musician for services rendered on July 6, 2025 and August 3, 2025. Contract will be paid in full following completion of contract by Musician.

Date: July 6, 2025 and August 3, 2025

Location: Kronenwetter Farmers Market, Buska Park

Time: 9 a.m. to 2 p.m.

Duration: 3 hours within the 5-hour block with a 30-minute break as the musician sees fit.

The performances will take place at Buska Park, which is an outdoor venue. The Village will provide the Musician with a location to perform. Musician is responsible for a tent or any other facilities needed for the show.

Village also agrees to furnish Musician with electricity. Setting up and breaking down of instruments and organizing music will be the responsibility of Musician.

The Village will promote the Musician's performance by marketing the Musician and the events on the Village's social media platforms, on the Village website, and in the Village newsletters.

It is understood that special circumstances may arise in which this agreement may be altered. In cases of a venue change, extended duration, or other difficulties, parties may meet to discuss alterations, which must be amenable to both. If the show is cancelled due to weather or for any other reasons, both parties will work together to either reschedule the performance to a later date or cancel the show.

The Village shall not be held liable for anything that happens to the Musician as part of preparing for, as part of, or after the performances outlines within this service agreement.

By signing this document, both parties agree that these terms are acceptable.

Steve Strasman, Musician

(Date)

Mailing Address for Payment: