



ADMINISTRATIVE POLICY COMMITTEE MEETING AGENDA

February 20, 2024 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. PUBLIC COMMENT

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

3. APPROVAL OF MINUTES

- C. Approval: November 21, 2023 Minutes
- D. Approval: December 19, 2023, Minutes
- E. Approval: January 16, 2023, Minutes

4. REPORTS AND DISCUSSIONS

- F. Treasurer's Report
- G. Administrator's Report

5. OLD BUSINESS

- H. Discussion & Possible Action: Ordinance 227, Burning Permits
- I. Discussion & Possible Action: Marathon County Humane Society Intake Report and Contract
- J. Discussion & Possible Action: Village Ordinance 180-3
- K. Discussion & Possible Action: FIN-004
- L. Discussion: Flow Charts

6. NEW BUSINESS

- M. Discussion & Possible Action: Police MOU for Vacation Time
- N. Discussion and Action: Budget Amendment #1
- O. Discussion & Possible Action: Finance Advisor
- P. Discussion & Possible Action: New Policy - Filling Positions - Procedure
- Q. Discussion & Possible Action: Standard Offer Letter
- R. Discussion & Possible action: Organization Chart
- S. Discussion & Possible Action: FIN-006
- T. Discussion & Possible Action: Committee member compensation
- U. Discussion & Possible Action: Marathon County Solid Waste
- V. Discussion & Possible Action: Amendment of Employee Handbook SEC. 2.10 Hours of Work
- W. Discussion: Code of Conduct

7. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

8. NEXT MEETING: March 19, 2024

9. ADJOURNMENT

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

Posted: 02/14/2023 Kronenwetter Municipal Center and www.kronenwetter.org

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



ADMINISTRATIVE POLICY COMMITTEE MEETING MINUTES

November 21, 2023 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

Present:

Voll, Coyle, Solheim, McCarthy (exits at 7:11PM), Wadle-Leff (enters at 6:03PM)

2. PUBLIC COMMENT

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

3. APPROVAL OF MINUTES

- C. October 24, 2023, Minutes

Motion by Solheim/McCarthy to approve October 24, 2023 minutes as presented. Motion carried 4:0 by Voice Vote.

4. REPORTS AND DISCUSSIONS

- D. Treasurer's Report

Lisa-Finance Director to update page 48 to remove Wood Trust from Documents.

- E. September and October Journal Entries

The meeting proceeded to discuss September and October journal entries. There were fewer journal entries than before, indicating an improvement. Questions were raised about late charges and mobile homes, with clarifications provided.

5. OLD BUSINESS

- F. Discussion and Possible Action: FIN-004

Several policy changes were discussed, including budget amendments, capital assets, and purchasing procedures. Specific wordings were scrutinized and adjusted to align with legal requirements, committee structures, and financial oversight goals. After extensive revision, it was determined that the policy would be re-evaluated in the following meeting with forthcoming changes from Lisa-Finance Director.

- G. Discussion and Possible Action: HR-007

The committee questioned the proposal to switch from reimbursements to per diem rates for travel expenses. They decided to revisit the HR-007 policy with more information and possibly craft a comprehensive credit card and reimbursement policy to cover such expenses adequately.

- H. Discussion and Possible Action: GEN-009

There was a detailed discussion on GEN-009, specifically on how items would be added to the agenda. motion by discussion was made and seconded to dissolve GEN-009 and bring the related ordinance 180-3 back for further consideration.

I. Discussion and Possible Action: Village Ordinance 180-3

The clause allowing any two trustees to suggest an agenda item was clarified. The committee agreed to require such items to go through a review process at the subsequent meeting before potentially being added to a future agenda. No action was taken, as more fine-tuning of the ordinance was needed.

6. NEW BUSINESS

J. Discussion and Possible Approval: Resolution 2023-013; Wage & Salary Ranges for Non-Union Employees

The committee raised questions about the proposed wage and salary ranges for non-union employees. It was unclear how these new ranges compared with current compensation and how these increases were justified. No action was taken as they needed additional information. They requested revenue reports and context for the wage evaluations. Motion by Voll-Wadle-Leff to take no action motion carried 5:0 by Voice Vote.

K. Discussion and Possible Approval: Municipal Attorney contract renewal with Wolfgram, Gamoke & Hutchinson

A three-year contract renewal with Wolfgram, Gamoke & Hutchinson was examined. Members discussed the specifics, including a decrease in hourly rate and the term's length. Motion by Wadle-Leff/McCarthy to recommend the Village Board approve the three-year contract as presented.

L. Discussion and Possible Action: Contract Renewal; 2024 Marathon County Humane Society Impoundment Services Agreement

The committee deliberated on the contract renewal with Marathon County Humane Society for impoundment services, particularly focusing on non-dog animals. After discussing unclear language regarding financial responsibilities and previous year expenses, it was agreed to delay any action until more details could be provided.

M. Discussion and Possible Action: Budget Amendment #4

An extensive debate was held on the fourth budget amendment, addressing the allocation of funds within departments, overages, low estimates, and reallocation of income. After discussing various line items and the need for adjustments, the committee was in favor of amending the budget as proposed but noted that further clarification was required on attorney fees. Motion and second by discussion to recommend Village Board approve budget amendment four with discussed changes.

7. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

FIN-004

HR-007

Inventory Policy and Creation

Animal Contract

Ordinance 180-3

FIN-001

8. NEXT MEETING: December 19, 2023

9. ADJOURNMENT

Motion by Voll/Coyle to adjourn. Motion carried 4:0 by Voice Vote

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

Posted: 11/17/2023 Kronenwetter Municipal Center and www.kronenwetter.org

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

Minutes drafted by: Sarah Fisher-Account Clerk

Approved on:



ADMINISTRATIVE POLICY COMMITTEE MEETING MINUTES

December 19, 2023 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

Present: Voll, Solheim, Wadle-Leff, McCarthy

Absent: Coyle-excused

2. PUBLIC COMMENT

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

3. REPORTS AND DISCUSSIONS

- C. Treasurer's Report

Lisa-Finance Director discusses that she was able to secure an interest rate increase at Incredible Bank to match LGIP.

4. OLD BUSINESS

- D. Discussion & Possible Action: Policy Changes to FIN-004

APC directed staff to keep working the policy and to bring it back to January's meeting.

- E. Discussion and Possible Action: GEN-009

APC directed staff to make changes and bring GEN-009 and Ordinance 180 to next meeting.

- F. Discussion and Possible Action: HR-007

HR-007, concerning travel policy and reimbursement rates, was reviewed with a focus on optimizing and simplifying meal reimbursement rates for village employees on travel. Other considerations include daily allowance and strategies for the first and last day of travel.

A suggestion was made to alter reimbursements to \$55 per day or \$41.25, considering 75% for partial travel days without unnecessarily splitting the total into meal-specific portions. Lisa-Finance Director to continue to change wording and bring back to future meeting.

5. NEW BUSINESS

- G. Discuss & Consider Creation of Code of Ordinances - Ordinance 62-3, Payment of Claims

Motion by Voll/Wadle-Leff to Recommend Village Board approve Ordinance 62-3 as presented. Motion carried 4:0 by Voice Vote.

- H. Discussion & Possible Action: Addition of a Community Portal Module for Civic Systems Software

Motion by Wadle-Leff/ McCarthy to Recommend Village Board approve purchase of Community Portal Module for Civic Systems Software. Motion carried 4:0 by voice Vote.

- I. Discussion & Possible Action: Civic Systems - Purchase of MiViewPoint & MiAP Workflow Software

Motion by McCarthy/Solheim to Recommend Village Board approve the purchase of MiView Point and MiAP workflow Civic Systems Software. Motion carried 4:0 by Voice Vote.

- J. Discussion & Possible Action: Consideration of Contracting with Bay Side Printing for the Village's Utility Bills

Motion by Wadle-Leff/McCarthy to take no action for 4-6 months on contracting with Bay Side Printing for Printing/Mail of Village Utility Bills. Motion Carried 4:0 by Voice Vote.

- K. Discussion & Possible Action: Employee Handbook Review Section 3.13 Health Insurance Opt-Out Policy.

APC asks for an in-depth benefit review in June.

- L. Discussion & Possible Action: Review of Policy HR-014

No action taken

- M. Discussion & Possible Action: Budget Amendment #5

Motion by Wadle-Leff/McCarthy Recommend Village Board approve as presented. Motion carried 4:0 by Voice Vote.

6. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

7. NEXT MEETING: January 16, 2024

8. ADJOURNMENT

Motion by Voll/Wadle-Leff to adjourn. Motion carried 4:0 by Voice Vote at 7:26PM.

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: 12/15/2023 Kronenwetter Municipal Center and www.kronenwetter.org

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

Minutes drafted by: Sarah Fisher-Account Clerk

Approved on:



***REVISED* ADMINISTRATIVE POLICY COMMITTEE MEETING MINUTES**

January 16, 2024 at 5:30 PM

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

1. CALL MEETING TO ORDER

Meeting Called to order at 6:04 PM due to Quorum.

A. Pledge of Allegiance

B. Roll Call

Present: Voll, Coyle, McCarthy(phone), Wadle-Leff late (6:10)

2. PUBLIC COMMENT

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

3. REPORTS AND DISCUSSIONS

C. Treasurer's Report

no additional questions or comments.

4. OLD BUSINESS

D. Discussion & Possible Action: FIN-004

Lisa- Finance Director, to make stated amendments; Motion by McCarthy/Coyle to Recommend Village Board approve FIN-004 as amended. Motion carried 4:0 by Voice Vote.

E. Discussion & Possible Action: HR-007

Motion by McCarthy/ Wadle-Leff to Recommend Village Board approve HR-007. Motion carried 4:0 by Voice Vote.

5. NEW BUSINESS

F. Discussion & Possible Action: Becher Hoppe - Authorization for Additional Service Change Order

Motion by Wadle-Leff/Voll Recommend Village Board approve change order from contingency budget. Motion carried 4:0 by Voice Vote.

G. Discuss and Consider: Administrator Mentoring Service Agreement between Daniel R. Mahoney and Village of Kronenwetter

McCarthy requests no hourly pay for transportation time just pay for mileage. Motion by Coyle/McCarthy Recommend Village Board approve contract with Dan Mahoney with amended changes. Motion carried 4:0 by Voice Vote.

H. Discussion and Possible Action: Revision of Ordinance 227-4; Burning Permits

Fire Chief states that WI state DNR burning permits are not valid in the Village as we do not fall within their jurisdiction. Requests delayed action to have time to rewrite permit ordinance. Motion by Coyle/ Wadle-Leff to delay action on burning permit ordinance. Motion carried 4:0 by Voice Vote.

I. FFY2025 Surface Transportation Program-Local Supplemental Project Solicitation

Motion by Voll/Cyle to Recommend Villag Board approve Surface Transportation Grant as presented.

Motion carried 4:0 by Voice Vote.

6. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

Burning permit ordinance, Ordinance 180, Organizational chart, Policy on Administrator choosing office staff, Flow charts.

7. NEXT MEETING: FEBRUARY 20, 2024

8. ADJOURNMENT

Motion by Voll/Coyle to Adjourn. Motion carried 4:0 by Voice Vote at 6:42 PM

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: 01/12/2024 Kronenwetter Municipal Center and www.kronenwetter.org

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

Minutes drafted by: Sarah Fisher-Account Clerk

Approved on:



ITEM NAME:	Treasurer's Report
MEETING DATE:	2/20/24
PRESENTING COMMITTEE:	APC
COMMITTEE CONTACT:	Chris Voll
STAFF CONTACT:	Lisa Kerstner
PREPARED BY:	Lisa Kerstner

I have been working with the Auditor's to get information for the 2023 audit. There still needs to be entries made to recorded expenses in the correct year. The bank reconciliations are still being done in a timely manner. I am making changes to how the financials will look in 2024 so they match the way the 2024 budget was put together. This means that I have to do changes in the software so the financial reports look correct. I also do not want to provide inaccurate numbers while recording expenses in the correct year. I will provide updated financials once this is completed.

Leonard Ludi

Village Administrator

Status Report: for APC

As of February 14, 2024 (Started as Village Administrator 2-5-24)

A. Preparation of “Employee Media Policy” recommendation for APC presentation

- a. Prepare Language Review of Employee interaction with Media

B. Draft Village Hiring Policy & Procedure Draft Recommendation

C.

D. Village Board Close Session Personnel Claim

- Met with Claimant February 5, 2024. Documented claim received February 7 and was reviewed by February 8, 2024. Response will be sent from the Village Administrator in writing to the Claimant by the end of day Wednesday, February 14, 2024. Engagement Letter entered into with Third Party Investigator.

E. Contract Reviews in the Village of Kronenwetter examples as follows:

- Dempsey Law Agreement 2023 agreement
- Smart Sights WIN 911 – one (1) to three (3) year renewal due in February 2024
- B&M Purchase Agreement ((over \$20K...) Lift Station 3 impeller Replacement
- Marathon County Solid Waste Agreement renewal due in February 2024
- Change Order for Well#2 Water treatment project over \$10k in review.

F. New Contracts

- Malbrite Mechanical – new HVAC Maintenance Services Agreement (Utility’s Shop)
- Award Package for GIS Services Agreement
- Review over/under/balances of 2023 budget with CFO
- Water tank maintenance & repair agreement with “Water Tower Clean & Coat Inc. for \$20,280

G. General Items

- Review Administrator Policies for Hiring
- Publish Request of Proposal for Railroad Accessibility Assessment Study
- Prepare Packet for increase Legal Services Budget
- Citizen over payment for utilities laterals
- Review over/under/balances of 2023 budget with CFO

H. Weekly Leadership Meeting started February 6, 2024

- Director of Public Works & Utilities set for March 7, 2024 (3- candidates)

- Updates from CLIPP and Joint UC/RDA Meeting
- My View Point Implementation & Training
- HR – Evaluations and Professional Development Plans
- HR – Standard Hours of Operations – Manager on Duty Discussion
- Upcoming Quarter Budget Reporting Model

I. One-on One Director meetings scheduled throughout the day Thursday February 8, 2024

J. Developed Agenda for Mentoring Meeting with Dan Mahoney February 7, 2024 based in study material already underway

- Tax Incremental Districts Law
- Tax Levy Structure
- Wis. Open Records Law
- League of Municipalities Resources
- Chapter 66 of Wisconsin Municipality Law, subchapters 1 thru 9
- Critical Ordinances Scenarios
- Development Agreements
- Economic Development Resources & Associations
- Local Engagement Associations etc. (Local HR conference, WCCMC, Local Administrators Networking etc...

K. Wisconsin City County Management Association Conference on Feb 28 thru March 1 in Elkhart Lake, WI)

L. Continued Director of Public Works and Utilities Duties

Chapter 227 BURNING, OPEN¹

§ 227-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Clean wood. Natural wood which has not been painted, varnished or coated with a similar material, has not been pressure treated with preservatives and does not contain resins or glues as in plywood or other composite wood products.

Open burning. Any fire wherein the products of combustion are emitted into the open air and are not directed through a screened stack or chimney associated with a building.

Recreational fire. Any fire such as a campfire or cooking fire, not involving the burning of yard waste, located at a single-family or multifamily residence and used for the purpose of recreation and personal enjoyment.

Yard waste. Dry grass, leaves, pine needles or brush.

(Ord. of 3-24-2003; Ord. of 2-26-2007)

§ 227-2. Burn barrels.

Burn barrels are prohibited in the village.

(Ord. of 3-24-2003; Ord. of 2-26-2007)

§ 227-3. Legal holidays and Sundays.

Open burning on legal holidays and Sundays is prohibited.

(Ord. of 3-24-2003; Ord. of 2-26-2007)

§ 227-4. Burning restrictions.

All open burning is prohibited except as follows:

A. *Open burning by permit.*

- (1) No person shall kindle any fire without first securing a burning permit from ~~a village fire warden~~ the Village Fire Chief or his/her designee, who shall issue such permit subject to any conditions for the protection of life and property imposed by fire regulations.
- (2) ~~However,~~ A burning permit is not required at times when at least one inch of continuous snow cover exists.
- (3) Hours of burning by permit are limited to 6:00 p.m. to 12:00 midnight.

¹Editor's note(s)—Building regulations and construction, ch. 218; solid waste, ch. 441.

(4) Burning permits shall expire 30 days from date of issuance.

(5) The Fire Chief or his/her designee, may revoke any burning permit that does not comply with §227-5. Conditions of burning.

- B. *Recreational fires permitted.* All recreational fires shall be in a fire pit with a minimum depth of eight inches and a maximum diameter of four feet, or in a portable (Weber-type) device that is placed upon a noncombustible surface and secured. The fire may not extend more than four feet above the ground at any time. Burning materials must be contained within the fire pit enclosure at all times. All belowground fire pits shall be surrounded on the outside, above ground, by a noncombustible material such as concrete block, rock or metal.

(Ord. of 3-24-2003; Ord. of 2-26-2007)

§ 227-5. Conditions of burning.

Open burning of leaves, weeds, brush, stumps, clean wood and other vegetative debris allowed only in accordance with the following provisions.

- A. No person shall kindle, or cause to be kindled, or otherwise permit or allow any open fire in or upon any street, alley, or public way of closer than 25 feet from any building, structure, shed or garage, except recreational fires may be no closer than 15 feet from any building, structure, shed or garage, or except for barbecue, gas and charcoal grills. No burning shall be undertaken within 25 feet from any combustible material, combustible wall or partition exterior window opening, exit access or exit unless authorized by the fire chief.
- B. No person shall kindle, or cause to be kindled, or otherwise permit or allow any open fire unless there are favorable conditions for burning with regard to wind direction and speed. ~~No fire shall be started at a time when wind speed is eight miles per hour or more.~~
- C. No person shall kindle, or cause to be kindled, or otherwise permit or allow any open fire when the wind will cause smoke, combustibles or other materials to be carried by the wind toward any building or other combustible or flammable material. Smoke from any fire shall not create a nuisance for neighboring property owners.
- D. The village will not issue a permit for burning any of the following materials without air pollution control devices and a written copy of an approval by the department of natural resources.
- (1) Rubbish or garbage, including but not limited to food wastes, food wraps, packaging, animal carcasses, paint or painted materials, furniture, composite shingles, construction or demolition debris or other household or business wastes.
 - (2) Waste oil or other oily wastes except used oil burned in a heating device for energy recovery subject to the restriction in ch. NR 679, Wis. Adm. Code.
 - (3) Asphalt and products containing asphalt.
 - (4) Treated or painted wood, including but not limited to plywood, composite wood products or other wood products that are painted, varnished or treated with preservatives.
 - (5) Any plastic material, including but not limited to nylon, PVC, ABS, polystyrene or urethane foam, and synthetic fabrics, plastic films and plastic containers.
 - (6) Rubber, including tires and synthetic, rubber-like products.
 - (7) Newspaper, corrugated cardboard, container board, office paper and other materials that must be recycled in accordance with chapter 441, article III, recycling, of the Code of the Village of Kronenwetter except as follows:

- (a) Paper and cardboard products may be used as starter fuel for a fire that is allowed under this chapter.
 - (b) Small quantities of confidential papers from a residence may be burned if necessary to prevent the theft of financial records, identification or other confidential information.
 - (c) Confidential paper from a commercial enterprise shall be shredded or destroyed in a manner other than burning.
- E. No person shall kindle, or cause to be kindled, or otherwise permit or allow any open fire unless adequate fire suppression equipment is present to extinguish or control the fire at all times. Adequate fire suppression equipment shall consist of shovels, fire extinguishers, water hoses, or other like equipment sufficient to extinguish the fire if necessary.
- F. No person shall kindle, or cause to be kindled, or otherwise permit or allow any open fire unless attended at all times by at least one responsible person 18 years of age or older until the fire is completely extinguished.
- G. It shall be the duty of any renter or lessee to notify and obtain written permission from the property owner prior to initiating any fire.
- H. The property owner, renter or lessee shall be held liable for any damage caused by any fire, including the cost of suppression and/or any citations.

(Ord. of 3-24-2003; Ord. of 2-26-2007)

§ 227-6. Burning moratoriums.

The fire chief or the department of natural resources (DNR) may, when weather conditions warrant, declare a burning moratorium for a specified period of time, during which all open burning is prohibited.

(Ord. of 3-24-2003; Ord. of 2-26-2007)

§ 227-7. Reimbursement of costs.

Any person violating this chapter shall, in addition to the penalties provided in other sections of this Code, reimburse the village for reasonable cost of fire protection services made necessary by the violation, including, but not limited to, the costs of investigation of the violation and any response by the village's fire department and any responding mutual aid departments as a result of the violation. The prosecution for violations of this chapter or payment of the penalties provided shall not prohibit any person from seeking any other remedy against the person causing or permitting the burning.

(Ord. of 3-24-2003; Ord. of 2-26-2007)



REPORT TO APC

ITEM NAME: Discussion and Possible
Action: Marathon County Humane
 Society Intake Report and Contract
MEETING DATE: February 20, 2024
PRESENTING COMMITTEE: APC
COMMITTEE CONTACT: Chris Voll
STAFF CONTACT: Sarah Fisher
PREPARED BY: Sarah Fisher

ISSUE: Discussion on contract renewal with Marathon County Humane Society

OBJECTIVES: To determine if the contract the Village has with MCHS is beneficial to the Village of Kronenwetter.

ISSUE BACKGROUND/PREVIOUS ACTIONS: APC asked staff to bring contract back with impound intake report from 2023

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

RECOMMENDED ACTION: Recommend APC approve contract

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): Impound report with last year's contract and this year's contract draft

Intake Detail Report

Print Date Monday, October 30, 2023

Section 5, Item1.

Intake StartDate	1/1/2023 12:00 AM	Jurisdiction	Kronenwetter, Village
Intake EndDate	10/30/2023 11:59 PM	Injury Cause	All
Intake Type	Stray	PreAltered	All
Intake SubType	All	Site Name	All
Species	All	Age Group	All
DOA	All	Animal Tag Type	All
Intake Status	Completed		

Animal#	Animal Name	Species	Breed	Age	Gender	Color	PreAltered	IntakeDate	Intake Type	PetID
ARN	Tag type	Size	Location / Sublocation	Altered	Danger	Danger Reason	S/N	By	Subtype	DOA
Cat							Total Intakes: 8		Total Unique Animals: 8	
A0051888733	Chapo	Cat	Russian Blue/Mix	4y 11m 30d	M	Grey	Y	1/17/2023 9:55 AM	Stray	
23007346		Medium	Intake/Intake	Yes	No		Y	Liz	Police Pickup / Drop Off	False
A0051989236	Nantucket	Cat	Domestic Shorthair/Mix	3m 30d	F	White/Orange	N	2/1/2023 9:45 PM	Stray	
23014385		Small	New Arrival Cats/New Arrival Cats	Yes	No		Y	Ashley J	Police Pickup / Drop Off	False
A0052264682	Era	Cat	Domestic Shorthair/Mix	3y 0d	F	Orange	N	3/18/2023 2:17 PM	Stray	
		Small	New Arrival Cats/New Arrival Cats	Yes	No		Y	Ashley J	Public Drop Off	False
A0052588389	Freddie	Cat	Domestic Shorthair/Mix		M	Orange/Tan	Y	5/5/2023 9:30 AM	Stray	
23057877		Large	Intake/Intake	Yes	No		Y	Liz	Police Pickup / Drop Off	False
A0052653415	Manatee	Cat	Domestic Shorthair/Mix	6y 0d	M	Grey/White	Y	5/14/2023 6:15 PM	Stray	
		Medium	New Arrival Cats/A23	Yes	No		Y	Liz	Police Pickup / Drop Off	False
A0053825050	Sly	Cat	Domestic Shorthair/Mix	1m 15d	F	Orange/White	U	7/25/2023 11:00 AM	Stray	
23101358		Small	Nursery/Nursery	No	No		U	Lisa	Police Pickup / Drop Off	False
A0053987060	Chumbawumba	Cat	Domestic Shorthair/Mix	4y 0d	M	Grey/White	Y	8/18/2023 3:16 PM	Stray	
		Small	New Arrival Cats/New Arrival Cats	Yes	No		Y	Ashley J	Public Drop Off	False
A0054002632	Boone	Cat	Domestic Shorthair/Mix	4y 0d	M	Black	N	8/21/2023 1:30 PM	Stray	
		Medium	New Arrival Cats/New Arrival Cats	No	No		N	Gillian	Police Pickup / Drop Off	False

<u>Animal#</u>	<u>Animal Name</u>	<u>Species</u>	<u>Breed</u>	<u>Age</u>	<u>Gender</u>	<u>Color</u>	<u>PreAltered</u>	<u>IntakeDate</u>	<u>Intake Type</u>	<u>PetID</u>
<u>ARN</u>	<u>Tag type</u>	<u>Size</u>	<u>Location / Sublocation</u>	<u>Altered</u>	<u>Danger</u>	<u>Danger Reason</u>	<u>S/N</u>	<u>By</u>	<u>Subtype</u>	<u>DOA</u>
Dog							Total Intakes: 7		Total Unique Animals: 6	
A0049081946	Lola Anne	Dog	Siberian Husky/Mix	1y 8m 9d	F	White/Black	Y	1/1/2023 12:25 PM	Stray	
22005787, 22036651		Medium	Isolation Dog/A04	Yes	No		Y	Ashley J	Police Pickup / Drop Off	False
A0052309080	Chapo	Dog	Pug/Chihuahua, Short Coat	11m 27d	M	Fawn/White/Black	N	3/24/2023 11:37 PM	Stray	
23038013		Small	Intake/Intake	No	No		N	Lisa	Police Pickup / Drop Off	False
A0052768764	Precious	Dog	Chihuahua, Short Coat/Mix	3y 0d	F	Brindle/White	U	5/30/2023 11:03 AM	Stray	
23074069		Small	Community Room/Community Room	No	No		U	Ashley J	Public Drop Off	False
A0052768764	Precious	Dog	Chihuahua, Short Coat/Mix	3y 5d	F	Brindle/White	U	6/4/2023 11:47 AM	Stray	
23074069		Small	Intake/Intake	No	No		U	Ashley J	Police Pickup / Drop Off	False
A0054113184	Stella	Dog	Retriever/Mix	1y 11m 30d	F	Black	N	9/7/2023 7:02 PM	Stray	
		Medium	New Arrival Dogs/New Arrival Dogs	No	No		N	Lisa	Public Drop Off	False
A0054175792	Layla	Dog	Retriever, Labrador/Mix	2y 1m 0d	F	Black	N	10/18/2023 3:50 PM	Stray	
23143035		Medium	New Arrival Dogs/B02	No	No		N	Gillian	Police Pickup / Drop Off	False
A0054605136	Bella	Dog	Terrier/Mix	13y 0d	F	Grey/Brown	N	10/16/2023 3:31 PM	Stray	
		Small	New Arrival Dogs/A02	No	No		N	Gillian	Public Drop Off	False
Total Count:									15	

PURCHASE OF ANIMAL IMPOUNDMENT SERVICES AGREEMENT

Section 5, Item 1.

BETWEEN

**THE HUMANE SOCIETY OF MARATHON COUNTY, INC.
AND THE VILLAGE OF KRONENWETTER**

Municipality Address: Village of Kronenwetter
ATTN: Humane Society Contract Administrator
1582 Kronenwetter Drive
Kronenwetter, WI 54455

Humane Society: Executive Director
7001 Packer Drive
Wausau, WI 54401

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the Village of Kronenwetter (the "MUNICIPALITY ") and the Humane Society of Marathon County, Inc. ("HSMC"),

RECITALS

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (a not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of non-dog strays, and

WHEREAS, HSMC is presently situated and capable to provide services to MUNICIPALITY for professional and ethical impoundment, animal shelter, care services, treatment and humane disposal of an animal; and

WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the welfare of the animals who are the subject hereof and who are cared for by HSMC pursuant to the terms of this Agreement; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, WI 54401, but periodically used third party facilities to pursue its mission; and

WHEREAS, HSMC is a not-for-profit private corporation (a private entity) entering into a contract with a political subdivision as defined in Wis. Stat §173.15(1) and acknowledges its obligations under Wis. Stat. § 173.15(2) in relation to said contract; and

WHEREAS, MUNICIPALITY and HSMC desire that this Agreement is for the impoundment, care and/or treatment of stray animals (EXCLUDING DOGS) for the duration of time as mandated by Municipal Ordinance or Wisconsin Statutes or by other written agreement with MUNICIPALITY.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to the Agreement), it is agreed by the MUNICIPALITY and HSMC as follows:

1.0 TYPE AND GEOGRAPHIC SCOPE OF SERVICES. HSMC agrees to provide the services detailed herein with respect to stray animals (excluding dogs) in response to a request by MUNICIPALITY.

1.1 Stray Animals (Excluding Dogs). HSMC will operate an impoundment facility to humanely receive care for and dispose of stray animals as defined per this agreement as well as keep accurate records thereof of all of the animals brought to HSMC for this service.

1.2 Animals Held for Cause. This agreement does not include impoundment services for animals taken into custody pursuant to § 173.13, Wis. Stats., by law enforcement or humane officers of any political subdivision. Furthermore, this agreement does not include impoundment services for animals withheld from their owner for cause by any political subdivision, pursuant to § 173.21, Wis. States, et seq. MUNICIPALITY and HSMC agree that any such services to be performed on behalf of the MUNICIPALITY, shall be subject to a separate agreement. Political subdivisions located within Marathon County must enter into a separate agreement with HSMC, or other provider, for such services.

1.3 HSMC will attempt to locate the owners of stray animals and, if found, inform owner of the cost of holding, care, and treatment of that owner's animal.

1.4 HSMC will obtain ownership of a stray animal if they are unclaimed within the statutory 7-days for eventual adoption or relocation. Disposition costs of an animal that was brought in as a stray shall be borne by the MUNICIPALITY pursuant to the terms of Compensation set forth herein.

1.5 This agreement does not include impoundment services for stray dogs. Marathon County has entered into a separate agreement with HSMC for impoundment services for stray dogs.

1.6 On or before April 15th, July 15th, October 15th and January 15th of the following year of any year that this contract shall be in effect, HSMC shall provide the Village Clerk of the Municipality a quarterly report detailing the animals that HSMC takes in as strays that will be charged as coming from the Municipality. This report shall include the calendar day the animals was taken into care by HSMC, the amount of calendar days held, and the final determination of the animal, either recovered by owner, claimed by HSMC for adoption, or disposed of by HSMC.

2.0 **COMPENSATION.** MUNICIPALITY shall compensate HSMC for service detailed in this agreement according to the following:

\$3515 for the contract, for up to nineteen (19) non-dog strays LESS 2021 Return To Owner credits of \$120 for a NET contract amount of \$3395.

2.1 Compensation for services shall be calculated at the 2023 projected average intake amount of nineteen (19) non-dog stray animals (For the period of 1/1/22-10/1/22 HSMC has received 16 animals under this contract) at a price of \$185 per animal for the first nineteen (19) received and \$200 per animal over the contracted amount. The NET contract price of **\$3395** shall be due and paid in full on or before January 30, 2023.

2.2 Any animal that HSMC takes in that can be attributed to the MUNICIPALITY, as defined by this agreement, over nineteen (19) animals during the term of this agreement shall be charged to the MUNICIPALITY a rate of \$200 per animal. HSMC shall invoice the MUNICIPALITY the additional charge for these animals by January 30, 2023, and the MUNICIPALITY shall pay this additional amount to HSMC by February 28, 2023.

- 2.3 HSMC will credit MUNICIPALITY for any non-dog stray brought in under the 2021 contract and w
 “Returned to Owner” prior to the end of the statutory 7-day hold period. The credit will be calculated based on days of care and disposition costs NOT incurred by HSMC for the holding of said animal. Additionally, if the Owner paid a reclaim fee to HSMC for the animal, that fee will also be credited to MUNICIPALITY.

In 2022, there were four animals that qualified for a credit totaling \$120.00.

3.0 TERM OF AGREEMENT.

- 3.1 Term. Unless otherwise agreed in writing, the term of this agreement shall be one (1) year commencing January 1, 2023 and this term shall expire on December 31, 2023. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.
- 3.2 Renewal Procedures. This Agreement shall not renew automatically and nothing in this Agreement shall be constructed as requiring MUNICIPALITY or HSMC to renew the Agreement. In the event that either party desires to extend this agreement beyond its one-year obligation, as described in 3.1, the party requesting the renewal must provide notice to the other party by 60-days prior to the expiration date.

4.0 DEFINITIONS. As used in this Agreement and in all discussions leading to and throughout the Term of this Agreement, the following words shall have the meanings provided below:

- 4.1 Stray Non-Dog Animal: A non-dog animal whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. A stray non-dog animal may be brought to HSMC by the MUNICIPALITY’S humane or law enforcement officers, or a humane officer or law enforcement officer or by an official or employee of a political subdivision, including a city, village or town, located within the geographical limits of Marathon County or by private individuals.
- 4.2 Surrender: Is any animal that has been voluntarily handed over to HSMC by its owner, handler or other person entitled to do so. Surrender Animals are **NOT** within the scope of this Agreement.
- 4.3 Unclaimed: Any animal whose owner has failed to reclaim the animal within the statutory time frames under State laws.
- 4.4 Wild Animal: The definition of “wild animal” is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild Animals are **NOT** within the Scope of this Agreement.

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

- 5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPAL departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein and in paying for such services.

- 5.2 HSMC Personnel. HSMC agrees to secure, at its own expense, all personnel necessary to carry out obligations under this Agreement. Such personnel shall not be employees of MUNICIPALITY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with MUNICIPALITY. MUNICIPALITY shall have no authority over any aspect of HSMC'S personnel practices and policies and shall not be liable for actions arising from such policies and practices.
- 5.3 Transportation of Animals. MUNICIPALITY is NOT purchasing transportation services from HSMC, and HSMC shall have no ongoing obligation to pick up or transport ANY animal covered by this Agreement.
- 5.4 Facility Access. HSMC will provide, or assure the availability of an appropriate facility that will provide admitting Stray non-dog animals 24 hours a day, 7-days a week, that are dropped off by humane and law enforcement officers operating within the geographical boundaries of Marathon County. Private individuals dropping off a non-dog stray must do so during public business hours or coordinate with the municipality representative.
- 5.5 Services for all Animals HSMC agrees to provide services to MUNICIPALITY for professional, humane and ethical impoundment, animal shelter, care services, treatment and humane disposal of any animal within the scope of this agreement.
- 5.6 Reclaiming Services. HSMC shall use reasonable attempts to identify, locate, and make contact with the animal's owner in order to arrange for either the surrender or the return of the animal. Said efforts will be made within the statutory 7-day holding period. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray non-dogs animals are never known or even identified such that HSMC's ability to find the owner is a legal impossibility.
- 5.7 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, treatment, adoption or final disposition (euthanize, transfer or adoption) of all animals within the scope of this agreement and in compliance with all federal, state and local laws.
- 5.8 Not an Exterminator. MUNICIPALITY agrees that HSMC does not provide services for any animal that would be best handled by a 'pest' exterminator.
- 5.9 Disposition of Stray Non-Dogs Animals. After the statutory waiting time, typically seven (7) days, the parties agree that HSMC may obtain exclusive possession of all strays covered by this agreement. However, and at the HSMC's sole discretion, the HSMC may not desire to take possession of certain animals and shall have the legal right to terminate the animal and dispose of the animal's remains.
- 5.10 Protocols. HSMC and MUNICIPALITY agree that HSMC will create certain protocols (rules) for MUNICIPALITY'S agents to follow in order to accomplish the efficient execution of this contract with a minimum of confusion or disagreement.
- 5.11 Records HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment and redemption records. Such records shall be made available to MUNICIPALITY as they request from time to time. Such records will be available for review at HSMC by appointment with Executive Director or designee.

6.0 TERMINATION OF AGREEMENT

6.1 Termination: No Cause. Either party may terminate the Agreement, for any reason, at any time upon 30 days written notice.

6.2 In the event this Agreement is terminated, HSMC shall reimburse the MUNICIPALITY for their yearly cost paid by the MUNICIPALITY prescribed under section 2.1 of this agreement less either the amount of animas turned in to HSMC by the Municipality multiplied by \$185 or 1/12th for each month that the agreement is in effect, whichever is greater.

7.0 INSURANCE AND INDEMFICATION.

7.1 Insurance. In order to protect itself and MUNICIPALITY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of the Agreement keep in full force and effect comprehensive general liability policies (as well as professional malpractice or errors and omissions coverage, if the service being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Commercial General Liability-\$1,000,000 combined single limit
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work

8.0 NOTICE TO PUBLIC AND PRIVATE OF NONAFFILIATION.

HSMC may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HSMC agrees that it shall inform all outside contractors, promoters, and the public that the HSMC is not a legal entity, agency or subdivision of MUNICIPALITY

9.0 NOTICES

9.1 Notices to the MUNICIPALITY Except as more specifically provided by the terms of this Agreement, notice to the MUNICIPALITY shall be delivered via first class mail as follows:

Duane Gau Interim Village Administrator 1582 Kronenwetter Drive Kronenwetter, WI 54455-7268	Bobbi Bik-LaBarge Village Clerk 1582 Kronenwetter Drive Kronenwetter, WI 54455-7268
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9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to be delivered via first class mail as follows:

Lisa Leitemann Executive Director Humane Society of Marathon County 7001 Packer Drive Wausau, WI 54401-9321	Mary Tubbs President of the Board of Directors Humane Society of Marathon County 7001 Packer Drive Wausau WI, 54401-9321
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10.0 MISCELLANEOUS.

10.1 Integrated Agreement. This document together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

10.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representatives or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

10.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court (State of Wisconsin).

10.4 Construction

10.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

10.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

10.4.3 Severability. Whenever possible each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provisions under any other circumstance or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

10.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

11.0 ASSIGNMENT

Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

12.0 THIRD-PARTY BENEFICIARIES.

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the County.

13.0 EXECUTION IN COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT.

In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

(SECTION INTENTIONALLY LEFT BLANK – SEE PAGE 8 FOR SIGNATURES)

15.0 WARRANTY OF CAPACITY TO EXECUTE

15.1 I Duane Gau in my capacity as the Village Administrator and acting as the MUNICIPALITY Contract Administrator for the Village of Kronenwetter, and I Cindy Falkowski, Village Clerk, warrant that the Village Board has taken action to approve this contract during a public meeting of the Village Board as presented and we have the legal authority to execute this Agreement on behalf of the Village of Kronenwetter and to receive the consideration specified in it, and that neither we nor the Village of Kronenwetter sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this agreement.

15.2 I Lisa Leitemann, Executive Director, Humane Society of Marathon County, Inc. and I Mary Tubbs, President of the Board of Directors of HSMC warrant that we have the legal authority to execute this Agreement on behalf of the HSMC and that neither they nor HSMC have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR HUMANE SOCIETY OF MARATHON COUNTY:

 Lisa Leitemann
 Executive Director, HSMC

 Date

 Mary Tubbs
 President Board of Directors, HSMC

 Date

FOR MUNICIPALITY:

Date of Village Board approval: _____

 Date

 Duane Gau, Interim Village Administrator
 MUNICIPALITY Contract Administrator

 Date

 Bobbi Bik-LaBarge
 MUNICIPALITY Clerk

 Date

PURCHASE OF ANIMAL IMPOUNDMENT SERVICES AGREEMENT

Section 5, Item 1.

BETWEEN

**THE HUMANE SOCIETY OF MARATHON COUNTY, INC.
AND THE VILLAGE OF KRONENWETTER**

Municipality Address: Village of Kronenwetter
ATTN: Humane Society Contract Administrator
1582 Kronenwetter Drive
Kronenwetter, WI 54455

Humane Society: Executive Director
7001 Packer Drive
Wausau, WI 54401

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the Village of Kronenwetter (the "MUNICIPALITY ") and the Humane Society of Marathon County, Inc. ("HSMC"),

RECITALS

WHEREAS, MUNICIPALITY, desires to purchase services from HSMC (a not-for-profit corporation under the laws of the State of Wisconsin) for the impoundment, care, treatment and/or humane disposal of non-dog strays, and

WHEREAS, HSMC is presently situated and capable to provide services to MUNICIPALITY for professional and ethical impoundment, animal shelter, care services, treatment and humane disposal of an animal; and

WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the welfare of the animals who are the subject hereof and who are cared for by HSMC pursuant to the terms of this Agreement; and

WHEREAS, HSMC maintains a principal place of business located at 7001 Packer Drive, Wausau, WI 54401, but periodically used third party facilities to pursue its mission; and

WHEREAS, HSMC is a not-for-profit private corporation (a private entity) entering into a contract with a political subdivision as defined in Wis. Stat §173.15(1) and acknowledges its obligations under Wis. Stat. § 173.15(2) in relation to said contract; and

WHEREAS, MUNICIPALITY and HSMC desire that this Agreement is for the impoundment, care and/or treatment of stray animals (EXCLUDING DOGS) for the duration of time as mandated by Municipal Ordinance or Wisconsin Statutes or by other written agreement with MUNICIPALITY.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to the Agreement), it is agreed by the MUNICIPALITY and HSMC as follows:

1.0 TYPE AND GEOGRAPHIC SCOPE OF SERVICES. HSMC agrees to provide the services detailed herein with respect to stray animals (excluding dogs) in response to a request by MUNICIPALITY.

1.1 Stray Animals (Excluding Dogs). HSMC will operate an impoundment facility to humanely receive care for and dispose of stray animals as defined per this agreement as well as keep accurate records thereof of all of the animals brought to HSMC for this service.

1.2 Animals Held for Cause. This agreement does not include impoundment services for animals taken into custody pursuant to § 173.13, Wis. Stats., by law enforcement or humane officers of any political subdivision. Furthermore, this agreement does not include impoundment services for animals withheld from their owner for cause by any political subdivision, pursuant to § 173.21, Wis. States, et seq. MUNICIPALITY and HSMC agree that any such services to be performed on behalf of the MUNICIPALITY, shall be subject to a separate agreement. Political subdivisions located within Marathon County must enter into a separate agreement with HSMC, or other provider, for such services.

1.3 HSMC will attempt to locate the owners of stray animals and, if found, inform owner of the cost of holding, care, and treatment of that owner's animal.

1.4 HSMC will obtain ownership of a stray animal if they are unclaimed within the statutory 7-days for eventual adoption or relocation. Disposition costs of an animal that was brought in as a stray shall be borne by the MUNICIPALITY pursuant to the terms of Compensation set forth herein.

1.5 This agreement does not include impoundment services for stray dogs. Marathon County has entered into a separate agreement with HSMC for impoundment services for stray dogs.

1.6 On or before April 15th, July 15th, October 15th and January 15th of the following year of any year that this contract shall be in effect, HSMC shall provide the Village Clerk of the Municipality a quarterly report detailing the animals that HSMC takes in as strays that will be charged as coming from the Municipality. This report shall include the calendar day the animals was taken into care by HSMC, the amount of calendar days held, and the final determination of the animal, either recovered by owner, claimed by HSMC for adoption, or disposed of by HSMC.

2.0 **COMPENSATION.** MUNICIPALITY shall compensate HSMC for service detailed in this agreement according to the following:

\$2775 for the contract, for up to fifteen (15) non-dog strays LESS 2022 Return To Owner credits of \$120 for a NET contract amount of \$2655.

2.1 Compensation for services shall be calculated at the 2023 projected average intake amount of fifteen (15) non-dog stray animals (For the period of 1/1/22-10/30/22 HSMC has received 8 animals under this contract) at a price of \$185 per animal for the first nineteen (19) received and \$200 per animal over the contracted amount. The NET contract price of **\$3395** shall be due and paid in full on or before January 30, 2024.

2.2 Any animal that HSMC takes in that can be attributed to the MUNICIPALITY, as defined by this agreement, over fifteen (15) animals during the term of this agreement shall be charged to the MUNICIPALITY a rate of \$200 per animal. HSMC shall invoice the MUNICIPALITY the additional charge for these animals by January 30, 2024, and the MUNICIPALITY shall pay this additional amount to HSMC by February 28, 2024.

- 2.3 HSMC will credit MUNICIPALITY for any non-dog stray brought in under the 2022 contract and w
 “Returned to Owner” prior to the end of the statutory 7-day hold period. The credit will be calculated based on days of care and disposition costs NOT incurred by HSMC for the holding of said animal. Additionally, if the Owner paid a reclaim fee to HSMC for the animal, that fee will also be credited to MUNICIPALITY.

In 2022, there were four animals that qualified for a credit totaling \$120.00.

3.0 TERM OF AGREEMENT.

- 3.1 Term. Unless otherwise agreed in writing, the term of this agreement shall be one (1) year commencing January 1, 2024 and this term shall expire on December 31, 2024. This Agreement can only be renewed by mutual agreement of the two parties. The Agreement may also be terminated subject to termination provisions under Section 6.0.
- 3.2 Renewal Procedures. This Agreement shall not renew automatically and nothing in this Agreement shall be constructed as requiring MUNICIPALITY or HSMC to renew the Agreement. In the event that either party desires to extend this agreement beyond its one-year obligation, as described in 3.1, the party requesting the renewal must provide notice to the other party by 60-days prior to the expiration date.

4.0 DEFINITIONS. As used in this Agreement and in all discussions leading to and throughout the Term of this Agreement, the following words shall have the meanings provided below:

- 4.1 Stray Non-Dog Animal: A non-dog animal whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort. A stray non-dog animal may be brought to HSMC by the MUNICIPALITY’S humane or law enforcement officers, or a humane officer or law enforcement officer or by an official or employee of a political subdivision, including a city, village or town, located within the geographical limits of Marathon County or by private individuals.
- 4.2 Surrender: Is any animal that has been voluntarily handed over to HSMC by its owner, handler or other person entitled to do so. Surrender Animals are **NOT** within the scope of this Agreement.
- 4.3 Unclaimed: Any animal whose owner has failed to reclaim the animal within the statutory time frames under State laws.
- 4.4 Wild Animal: The definition of “wild animal” is to include all nature-born, non-domesticated, non-owned free animals of all and any species even if living in and around humans or other domesticated, exotic or livestock animal. Wild Animals are **NOT** within the Scope of this Agreement.

5.0 EXECUTION AND PERFORMANCE OF SERVICES.

- 5.1 Cooperation. HSMC agrees to use reasonable methods in working with all MUNICIPAL departments, agencies, employees and officers. MUNICIPALITY agrees to use reasonable methods in working with HSMC in order to enable HSMC to perform the services described herein and in paying for such services.

- 5.2 HSMC Personnel. HSMC agrees to secure, at its own expense, all personnel necessary to carry out obligations under this Agreement. Such personnel shall not be employees of MUNICIPALITY. HSMC shall ensure that its personnel are instructed that they do not have any direct contractual relationship with MUNICIPALITY. MUNICIPALITY shall have no authority over any aspect of HSMC'S personnel practices and policies and shall not be liable for actions arising from such policies and practices.
- 5.3 Transportation of Animals. MUNICIPALITY is NOT purchasing transportation services from HSMC, and HSMC shall have no ongoing obligation to pick up or transport ANY animal covered by this Agreement.
- 5.4 Facility Access. HSMC will provide, or assure the availability of an appropriate facility that will provide admitting Stray non-dog animals 24 hours a day, 7-days a week, that are dropped off by humane and law enforcement officers operating within the geographical boundaries of Marathon County. Private individuals dropping off a non-dog stray must do so during public business hours or coordinate with the municipality representative.
- 5.5 Services for all Animals HSMC agrees to provide services to MUNICIPALITY for professional, humane and ethical impoundment, animal shelter, care services, treatment and humane disposal of any animal within the scope of this agreement.
- 5.6 Reclaiming Services. HSMC shall use reasonable attempts to identify, locate, and make contact with the animal's owner in order to arrange for either the surrender or the return of the animal. Said efforts will be made within the statutory 7-day holding period. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray non-dogs animals are never known or even identified such that HSMC's ability to find the owner is a legal impossibility.
- 5.7 Ethical and Humane Treatment. HSMC agrees it will use the best practices for care, housing, treatment, adoption or final disposition (euthanize, transfer or adoption) of all animals within the scope of this agreement and in compliance with all federal, state and local laws.
- 5.8 Not an Exterminator. MUNICIPALITY agrees that HSMC does not provide services for any animal that would be best handled by a 'pest' exterminator.
- 5.9 Disposition of Stray Non-Dogs Animals. After the statutory waiting time, typically seven (7) days, the parties agree that HSMC may obtain exclusive possession of all strays covered by this agreement. However, and at the HSMC's sole discretion, the HSMC may not desire to take possession of certain animals and shall have the legal right to terminate the animal and dispose of the animal's remains.
- 5.10 Protocols. HSMC and MUNICIPALITY agree that HSMC will create certain protocols (rules) for MUNICIPALITY'S agents to follow in order to accomplish the efficient execution of this contract with a minimum of confusion or disagreement.
- 5.11 Records HSMC agrees to keep statistical records of all animals, including origin (jurisdiction), admittance, disposition, care, treatment and redemption records. Such records shall be made available to MUNICIPALITY as they request from time to time. Such records will be available for review at HSMC by appointment with Executive Director or designee.

6.0 TERMINATION OF AGREEMENT

- 6.1 Termination: No Cause. Either party may terminate the Agreement, for any reason, at any time upon 30 days written notice.
- 6.2 In the event this Agreement is terminated, HSMC shall reimburse the MUNICIPALITY for their yearly cost paid by the MUNICIPALITY prescribed under section 2.1 of this agreement less either the amount of animas turned in to HSMC by the Municipality multiplied by \$185 or 1/12th for each month that the agreement is in effect, whichever is greater.

7.0 INSURANCE AND INDEMFICATION.

- 7.1 Insurance. In order to protect itself and MUNICIPALITY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, HSMC shall obtain and at all times during the term of the Agreement keep in full force and effect comprehensive general liability policies (as well as professional malpractice or errors and omissions coverage, if the service being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least:

- Commercial General Liability-\$1,000,000 combined single limit
- Workers Compensation Insurance as required by Wisconsin Statutes of all employees engaged in work

8.0 NOTICE TO PUBLIC AND PRIVATE OF NONAFFILIATION.

HSMC may employ at various times outside contractors or promoters to assist it with all types and levels of products or services. HSMC agrees that it shall inform all outside contractors, promoters, and the public that the HSMC is not a legal entity, agency or subdivision of MUNICIPALITY

9.0 NOTICES

- 9.1 Notices to the MUNICIPALITY Except as more specifically provided by the terms of this Agreement, notice to the MUNICIPALITY shall be delivered via first class mail as follows:

Kim Manley Interim Village Administrator 1582 Kronenwetter Drive Kronenwetter, WI 54455-7268	Bobbi Bik-LaBarge Village Clerk 1582 Kronenwetter Drive Kronenwetter, WI 54455-7268
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9.2 Notices to HSMC. Except as more specifically provided by the terms of this Agreement, notice to be delivered via first class mail as follows:

Lisa Leitemann Executive Director Humane Society of Marathon County 7001 Packer Drive Wausau, WI 54401-9321	Mary Tubbs President of the Board of Directors Humane Society of Marathon County 7001 Packer Drive Wausau WI, 54401-9321
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10.0 MISCELLANEOUS.

10.1 Integrated Agreement. This document together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

10.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representatives or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

10.3 Choice of Law and Venue. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any disagreement or controversy between the parties over this Agreement, the parties agree that the sole and exclusive venue for any legal proceedings related to it shall be in the Marathon County Circuit Court (State of Wisconsin).

10.4 Construction

10.4.1 Construction against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

10.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

10.4.3 Severability. Whenever possible each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provisions under any other circumstance or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

10.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

11.0 ASSIGNMENT

Neither party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the other.

12.0 THIRD-PARTY BENEFICIARIES.

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the County.

13.0 EXECUTION IN COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT.

In entering into this Agreement, the parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

(SECTION INTENTIONALLY LEFT BLANK – SEE PAGE 8 FOR SIGNATURES)

15.0 WARRANTY OF CAPACITY TO EXECUTE

15.1 I Duane Gau in my capacity as the Village Administrator and acting as the MUNICIPALITY Clerk, and I Cindy Falkowski, Village Clerk, warrant that the Village Board has taken action to approve this contract during a public meeting of the Village Board as presented and we have the legal authority to execute this Agreement on behalf of the Village of Kronenwetter and to receive the consideration specified in it, and that neither we nor the Village of Kronenwetter sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this agreement.

15.2 I Lisa Leitemann, Executive Director, Humane Society of Marathon County, Inc. and I Mary Tubbs, President of the Board of Directors of HSMC warrant that we have the legal authority to execute this Agreement on behalf of the HSMC and that neither they nor HSMC have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR HUMANE SOCIETY OF MARATHON COUNTY:

 Lisa Leitemann
 Executive Director, HSMC

 Date

 Mary Tubbs
 President Board of Directors, HSMC

 Date

FOR MUNICIPALITY:

Date of Village Board approval: _____

 Date

 Kim Manley, Interim Village Administrator
 MUNICIPALITY Contract Administrator

 Date

 Bobbi Bik-LaBarge
 MUNICIPALITY Clerk

 Date

VILLAGE OF KRONENWETTER
Marathon County, Wisconsin
An Ordinance Amending the Code of the Village of Kronenwetter
Part I: Administrative Legislation
Chapter 180 Village Board
Amending Section 180-3 entitled "Meetings"

The Village Board of the Village of Kronenwetter do ordain as follows:

Section 1: Part I: Administrative Legislation, Chapter 180 Village Board, Section 180-3 entitled "Meetings" of the Code of the Village of Kronenwetter is hereby amended with additional language underlined and deleted language ~~stricken~~ to provide as follows:

§ 180-3 Meetings.

...

- I. *Adding items to the village board agenda.* At each regular meeting of the village board, there shall be placed on the agenda an item titled "Suggested Items for Future Agenda." During this period of the agenda, any board member may request to have an item placed on a future agenda for consideration by the village board. If there are no objections by any member of the body to add the suggested item to a future agenda, the suggested item shall be added by the village president on a future agenda at the next regularly scheduled meeting. If any member of the body objects to the suggested item being placed on a future agenda, that matter will be placed on the next scheduled meeting agenda for consideration whether that item will be placed on the agenda. If the village board votes in the affirmative when the item is considered by the village board to be added to the agenda, the item shall then be placed on the next regular village board meeting for action by the village board.
- J. *President adding items to the village board agenda.* In addition to Subsection 180-3.I., the Village President shall be allowed to add items to the Village Board's agenda by merely communicating the desire to have the item added to the agenda to the Village Clerk via email.
- K. *Trustees adding items to the village board agenda.* Any two trustees shall be allowed to add items to the Village Board's agenda by communicating the same to the Village Clerk via email. When such

request is received, the item is placed on the next agenda for potential objection following the process under Subsection 180-3.I.

K. *Limitation for adding items to the village board agenda.* An item that has been requested by a Trustee, that does not receive Village Board votes in the affirmative to be added to the agenda following the process under Subsection 180-3.I., has the result that such item may not be requested by any Trustee for consideration to be placed on the agenda for the following six months.

Section 2: If any provision of this Ordinance is invalid or unconstitutional or if the application of this Ordinance to any person or circumstance is found invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the provision or application of this Ordinance that can be given effect without the invalid or unconstitutional provision or application.

Section 3: All ordinances and/or parts of ordinances in conflict herewith are hereby repealed.

Section 4: This Ordinance shall be in full force and effect from and after its date of adoption and notice to the public as required by law.

Section 5: Village personnel are hereby authorized and directed to make all changes to the Village Code necessary to reflect this amendment.

Adopted this ____ day of _____, 2024.

VILLAGE OF KRONENWETTER

By: _____
Chris Voll, President

ATTEST:

By: _____
Bobbi Jo Birk-LaBarge, Clerk

Noticed to the public on: _____.

• **§ 180-3. - Meetings.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

A.

Regular meetings. The regular meetings of the board shall be held at the village municipal center every second and fourth Monday of each month. The time of the regular meetings shall be at 6:00 p.m., unless otherwise posted. When the day for holding any regular meeting is a legal holiday or an election day, or a day the Municipal Center is closed, the date and time of the regular meeting shall be set by the village board at least four weeks prior to the missed meeting.

B.

Special meetings. Special meetings may be called as provided by Wis. Stats. § 61.32.

C.

Adjournments. Any regular or special meeting may be adjourned by a majority of the members present at a board meeting.

D.

Meetings shall be public. All meetings of the board shall be open and public and all its procedures shall be recorded by the clerk or under the clerk's authorization in record books kept for that purpose.

E.

Call to order. The village president shall promptly call each meeting of the board to order at the hour fixed for the holding of such meeting. In case of the absence of the village president, the senior trustee shall call the meeting to order and preside over the meeting as president pro tem.

F.

Attendance; leave of absence. No member of the board, whose duty it shall be to attend a board meeting, shall absent himself or herself from the meetings of the board without notifying the clerk or deputy clerk.

G.

Disturbance, how suppressed. Whenever any disturbance or disorderly conduct shall occur in the board meetings or rooms or halls adjacent thereto, the village president, or other presiding officer of the board, shall have power and authority by and with the aid of the police officer on duty, to cause the meetings, rooms or halls cleared of all persons except members and officers of the board.

H.

Robert's Rules of Order. At any time when a question arises which is not covered by these rules, then Robert's Rules of Order shall apply unless otherwise required by ordinance or statute.

I.

Adding items to the village board agenda. At each regular meeting of the village board, there shall be placed on the agenda an item titled "Suggested Items for Future Agenda." During this period of the agenda, any board member may request to have an item placed on a future agenda for consideration by the village board. If there are no objections by any member of the body to add the suggested item to a future agenda, the suggested item shall be added by the village president on a future agenda at the next regularly scheduled meeting. If any member of the body objects to the suggested item being placed on a future agenda, that matter will be placed on the next scheduled meeting agenda for consideration whether that item will be placed on the agenda. If the village board votes in the affirmative when the item is considered by the village board to be added to the agenda, the item shall then be placed on the next regular village board meeting for action by the village board.

(Ord. of 4-12-2024; Ord. No. 12-19, 12-10-2012; Ord. No. 18-13, 8-28-2018)

POLICY ID: GEN-009	TITLE: Agenda Setting for the Village Board	
<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION EFFECTIVE DATE: Immediate	APPROVED BY VILLAGE BOARD: _____ DATE: <u>Aug 12 2020</u>	
APPLIES TO: <input checked="" type="checkbox"/> FLSA EXEMPT <input checked="" type="checkbox"/> FLSA NON-EXEMPT <input checked="" type="checkbox"/> REPRESENTED EMPLOYEES <input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES	<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>	

Purpose – The Village Board wishes to have an informed electorate that is championed by the people. For the Village Board to accomplish this vision for the Village, the Village Board hereby adopts clear rules for the generation of the Agenda for Village Board meetings.

Policy –

Adding items to the agenda

The Village President or any two Trustees shall be allowed to add items to the Village Board's agenda by merely communicating the desire to have the item added to the agenda to the Village Clerk via email. Any item recommended by a committee, commission or board, shall also be added automatically to the Village Board agenda. Any item that is of the usual business of the Village shall also be added automatically to the Village Board agenda; for example, renewals of licenses, minutes of prior meetings, regular reports from staff and vendors, and yearly appointments.

Proposed:

Adding items to the agenda

The Village President **shall be allowed to add items to the Village Board's agenda by merely communicating the desire to have the item added to the agenda to the Village Clerk via email. Any two Trustees shall be allowed to add items to the Village Board's agenda by communicating to the Village Clerk via email. When such request is received, the item is placed on the next agenda for potential objection. The process then follows section 180.3 Meetings.** Any item recommended by a committee, commission or board, shall also be added automatically to the Village Board agenda. Any item that is of the usual business of the Village shall also be added automatically to the Village Board agenda; for example, renewals of licenses, minutes of prior meetings, regular reports from staff and vendors, and yearly appointments.

Agenda Approval.

The Village President will approve the Village Board meeting agenda five calendar days before the Village Board meeting. The Village Board President may move things around on the agenda. The Village President may remove anything from the agenda, save for those items presented by Village Board members (such as two Trustees adding items or presented by a Village Board member during the "Items for Future agendas" period of the Village Board agenda). After the Village President has approved the agenda, if anyone wants to add an item, the item will need to be confirmed via an email with the Village President. The Village Clerk will not add any articles to the agenda that are not authorized by the Village President.

POLICY ID: FIN-004		TITLE: Purchasing Policy	
<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION EFFECTIVE DATE Immediate		APPROVED BY VILLAGE BOARD: _____ VILLAGE CLERK	DATE: 7/27/2021
APPLIES TO: <input checked="" type="checkbox"/> FLSA EXEMPT <input checked="" type="checkbox"/> FLSA NON-EXEMPT <input checked="" type="checkbox"/> REPRESENTED EMPLOYEES <input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES		<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>	

POLICY

The Village of Kronenwetter hereby adopts this Purchasing Policy to maintain uniform purchasing rules for all departments, assist staff with guidelines on everyday purchases and to ensure that purchases are completed in a transparent manner so that the public may be aware of any expenditure. It is hoped that with the adoption of this policy that purchases can be streamlined, purchases can follow a regular method and that those that are outside of the organization can easily track expenditures to conform with open and honest government standards.

This policy shall be applicable to contracts for the procurement of supplies, services, and construction, entered into by the Village of Kronenwetter after the effective date of this policy. The Village shall apply this policy to all expenditures of public funds by a public agent for public purchasing irrespective of the source of the funds.

When the procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations.

The Village Administrator shall be charged with the enforcement of the rules that are set out by this policy. In the case where the position of the Village Administrator is vacant, the Village Treasurer will be charged with enforcement of this policy.

The following regulations and requirements to organization behavior are hereby adopted:

- It shall be the policy of the Village of Kronenwetter to attempt to first purchase any item as locally as possible from Wausau Chamber, Mosinee Chamber and Village of Kronenwetter businesses when financially feasible and competitive.
- In the case where there is a State of Wisconsin cooperative purchasing agreement in place, the prices from these products shall be compared to locally purchased items and evaluation of support for local businesses, and the local economy shall be weighed against the amount of money that is saved by utilizing a State of Wisconsin purchasing agreement.
- At no time shall any Village employee participate directly or indirectly in a procurement activity when the Village employee shall financially profit from the purchase activity, in cases of this nature, a purchase shall be recommended to an employee's supervisor with employees recommending to a department head, and a department head recommending the purchase to the Village Administrator. In the case where there exists a conflict of interest in the position of the Village Administrator, the Administrator shall disclose such conflict to the governing body and the purchase activity shall be approved prior to purchase by the governing body.

- While price should be one of the most important factors in purchasing, transportation, impact on the environment and previous village experience with products shall also be weighed in making purchasing decisions. Any item that is lower in price but is passed over for any of the other reasons enumerated herein shall have that deciding factor noted in Village records.

PROCEDURE

GENERAL INFORMATION

~~All professional contracted legal, architectural, engineering, auditing, financial advising, ambulance, informational technology and garbage services, except in the case of emergency purchases, shall be reviewed for recommendation to the Village Board by the appropriate Committee (Ordinance 21-08) must have review by the Administrative Policy Committee (APC) and prior approval of the Board, no matter the amount of the contract. Contracts approved through the budget process are exempt.~~

Line Item budgeted contracts for repairs and maintenance of existing equipment under the purchasing levels detailed below, such as repairs to existing information technology equipment, utility pumps, traffic signals, window cleaning, floor waxing, vehicle repairs and building maintenance shall require only approval of the Village Administrator. ~~Contracts that include expenses that exceed \$10,000, unless emergency in nature, shall be reviewed by the Administrative Policy Committee, and shall be presented to the Village Board for approval prior to a contract being approved.~~

~~Any purchases made by a Trustee/committee member needs to have pre-approval from the Administrator or Village President. The Village Clerk will keep the original and make copies of the purchase if the Village does not already own the material.~~

New Purchases made by the Village of Kronenwetter are grouped under the following categories.

1. Purchases up to and ~~equal to including~~ \$499.99. These purchases shall not require authorization of a department head before purchase but ~~shall require the approval notification~~ of the relevant department head, after the purchase is made.
2. Line Item budgeted purchases from \$500 up to an equal to \$2,500. These purchases shall require approval of the relevant department head prior to being purchased.
3. Line Item budgeted purchases over \$2,500 and up to \$10,000. These purchases shall require approval of the relevant department head and also the Village Administrator.
4. Purchases over \$10,000 and up to \$35,000. These purchases shall require approval of the relevant department head, Village Administrator, review by the Administrative Policy Committee (APC) and approval of the Village Board.
5. Purchases over \$35,000. These purchases shall require review by the Administrative Policy Committee and approval of the Village Board and shall follow the current applicable State of Wisconsin bidding procedure unless they are for services such as legal, engineering, architectural, etc.
- ~~5-6.~~ Items that were specifically identified during the budget process does not need require a secondary approval.
- ~~6-7.~~ Emergency Purchases (see Emergency Purchases below)

~~All payments shall be submitted to the Administrative Policy Committee and then onto to the Village Board for review at their respective regular meetings.~~

EXCEEDING BUDGETED EXPENDITURE LINE ITEM TOTAL

It is the assumption of the purchasing policy that all requested expenditures ~~have~~ been provided for in the current budget. Purchases that will result in the expenditure line item exceeding the current budgeted amount require approval before the purchase is executed. The Department Head shall first notify the Village Administrator that the expenditure being requested will result in the expenditure line item budget overage and provide written documentation regarding the expenditure to the Administrator and Finance Director/Treasurer.

The Village Administrator will have the authority to approve expenditures that exceed the line item budget up to \$5,000 and if the total applicable department budget will NOT result in an overage. These expenditures shall be reported to the APC and the Village Board. ~~These expenditures shall be collected on a report and reported on an annual basis.~~

p. 2 of 5

This policy is not intended, and should not be construed, to limit or prevent an employee from exercising rights under the National Labor Relations Act. The Village of Kronenwetter retains the right to amend or change this policy at any time without prior notice.

Any expenditure request that will result in a line item budget overage ~~will need to notify the Finance Director/Treasurer, greater than \$5,000 will need review and recommendation to the Village Board from the Administrative Policy Committee and Village Board approval. Also any expenditure that will result in an overage of any amount of the total applicable department budget will need review and recommendation to the Village Board from the Administrative Policy Committee and Village Board Approval.~~ These changes to the Budget are considered budget amendments which require Village Board approval and proper notification to the public per State of Wisconsin statutes.

UNAUTHORIZED PURCHASE

An unauthorized purchase will be considered a personal purchase and the individual who made the purchase may be personally liable for payment as well as subject to possible further disciplinary actions.

INVENTORY

~~Please refer to the Village Inventory Policy for details.~~

CAPITAL ASSETS

An item qualifies as a Capital Asset if it is over \$5,000 in value and has a life span of more than ~~3-5~~ years. Purchases of new capital items which are not replacing another capital item, ~~shall require a recommendation of the APC and~~ require approval of the Village Board. ~~All Capital Asset items are also Inventory. Capital assets are defined as property, plant, equipment and infrastructure but not limited to this list.~~

LINE ITEM BUDGETED PURCHASES UP TO AND EQUAL TO \$2,500

These purchases can be handled in the most effective way deemed appropriate by the Department Head. Alternative price quotations are strongly encouraged but not mandatory. Periodic price quotations are acceptable for similar items purchased throughout the year even though individual orders are less than \$2,500 on budgeted items. (An example would be small automotive supplies.) Annual or semiannual price comparisons are to be made with purchases in between being made from the best source based on the most recent comparison.

LINE ITEM BUDGETED NON-ROUTINE PURCHASES OVER \$2,500 AND UP TO AND EQUAL TO \$34,999

Non-Routine Purchases over \$2,500 and up to and equal to \$34,999 ~~are required to will~~ have multiple quotes in writing for review and consideration at least three (3) alternative price quotations in writing. Exceptions to the requirement can be made for sole source purchases, standardized equipment, standardized chemicals, or other similar circumstances. Items that are purchased periodically during the year can be purchased based upon annual price quotations. Such purchases must be submitted to the Village Administrator for approval in the form of a memo. Information to be included in the memo is as follows:

- Description of purchase
- Budget amount
- Recommended source and price
- If price is over budget, an explanation of and a budget transfer from where the additional funds will be obtained
- Alternate price quotations or explanation for not seeking them
- Explanation of recommendation if it is other than the lowest price

It should be noted that any purchases that exceed \$10,000 in nature will require approval by the Village Board in addition to the relevant Department Head and Village Administrator approval.

PURCHASES OVER \$35,000

Require the following:

Advertisement Information

Formal bids must be advertised in a local newspaper at least 10 business days before the bid opening. (Bid notices will also be available via the Village website.) The ad must include the date, time and location of the bid opening.

p. 3 of 5

This policy is not intended, and should not be construed, to limit or prevent an employee from exercising rights under the National Labor Relations Act. The Village of Kronenwetter retains the right to amend or change this policy at any time without prior notice.

The Village Administrator, in conjunction with the appropriate Department Head, will establish the time and date of the bid opening.

Bidders List

Departments will prepare a list of qualified vendors to be contacted for the submission of bids. Particular care should be taken to include appropriate local vendors. Bid specifications or notice of availability of specifications will be (e-)mailed to all vendors on the bidder's list. The bid specifications will also be made available via the Village website.

Written Specifications

Department Heads will prepare written specifications outlining the technical characteristics desired. These will be provided to all interested vendors. If appropriate, a mandatory pre-bid conference may be scheduled to assure adequate understanding of the specifications. All bidders must be notified in writing (use of e-mail is acceptable) of pre-bid conferences. Under no circumstances is staff to converse with any prospective bidder during the bidding process outside of the pre-bid conference. Should it become necessary to revise any portion of a bid specification, notice shall be promptly delivered to all prospective bidders through a bid addendum.

Bid Opening and Recommendation

All competitively bid projects are to be sealed and opened by the respective Department Head and the Village Administrator. A witness will document the opening and attest the opening was conducted in their presence. Following the bid opening, the Department Head will make a written recommendation to the Village Board through the Village Administrator. The written recommendation shall include:

- Description of purchase
- Budget amount
- Recommended source and price
- If price is over budget, an explanation why and a budget transfer from where the additional funds will be obtained
- Alternate price quotations or explanation for not seeking them
- Explanation of recommendation if it is other than the lowest price

If approved by the Department Head and Village Administrator or Designee, a Resolution, as drafted by the Village Administrator may be adopted by the Village Board authorizing the acceptance of such bid.

Exceptions

Normally, services such as legal, engineering, architectural, etc., are exempt from the competitive bidding process. However, these types of services shall be purchased using the "Request for Proposals" (RFP) process. This is similar to a competitive bidding process but does not require some of the formality such as an advertisement. The focus of the analysis in an RFP is dependent upon the service needs. RFPs can be requested by the Village Board.

Other exceptions include sole source, need to standardize, etc. Such reasons should be appropriately detailed in the written recommendations to the Village Administrator. The Village may, in times of emergency waive the provision of this section.

These purchasing procedures are not to be used for Public Works type improvements where all or a portion of the costs are paid from assessments to the benefiting properties. Procedures established in Wisconsin Statutes 62.15, 62.29 shall apply.

EMERGENCY PURCHASES

Emergency purchasing procedures should be used only when normal purchasing channels are not available.

Whenever feasible, emergency purchases are to be approved by the Village Administrator (if no Administrator – Village President). If it is not feasible to follow the normal procedures, the Department Head shall request a signature from the Village Administrator after the completion of an emergency purchase. The Department head will indicate the Emergency Purchase on the voucher including justification of the emergency purchase and sign-off is required by the Village Administrator.

p. 4 of 5

This policy is not intended, and should not be construed, to limit or prevent an employee from exercising rights under the National Labor Relations Act. The Village of Kronenwetter retains the right to amend or change this policy at any time without prior notice.

Emergency purchases may be made:

- When there is a need for immediate delivery of items
- To prevent delays in work or construction schedules
- When there is an immediate threat to public health or safety
- ~~To meet emergencies rising from unforeseen causes~~
- To prevent delays in critical maintenance repairs

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Any emergency purchase approved by the Administrator will be coded to the emergency purchases account. The Finance Director/Treasurer will be notified that a budget amendment will need to be presented to the Village Board for approval.

PETTY CASH FUND

Petty cash drawers shall be used to make change only. It is discouraged to pay out any cash directly from the cash/petty cash drawer. Petty cash drawers shall be reconciled on a daily basis by the Accounting Clerk and any "cash out" shall be communicated to the Finance Director/Treasurer. disbursements of approximately \$50 (or less) may be paid from a petty cash fund which is maintained in the Treasurer's office. The Treasurer will log the transaction in the petty cash ledger. Petty cash funds may be obtained either prior to or after purchase, upon filing of the necessary documents. Receipts are necessary for all disbursements.

INTERNAL CONTROLS

Advertisement for bids must be published for all purchases at or above \$35,000 (not to include professional services such as engineering/legal contracts).

- Appropriate documentation (supporting invoices) must be attached for all disbursements.
- Original bills, not copies, must be used for documentation.
- All invoices must have Department Head approval prior to drawing the check.
- ~~Board approval must be obtained for a~~All disbursements as are presented at Village Board Meetings.
- Every effort should be made to avoid finance or late charges.
- Accounts Payable Department will mail out checks.
- Adequate security must be provided over unused checks.
- Checks must NOT be signed prior to being completely filled out.
- Numerically controlled, pre-numbered checks must be used.
- The Treasurer will review all processed checks before the checks are distributed (ref. to FIN-003).

p. 5 of 5

This policy is not intended, and should not be construed, to limit or prevent an employee from exercising rights under the National Labor Relations Act. The Village of Kronenwetter retains the right to amend or change this policy at any time without prior notice.

**VILLAGE OF KRONENWETTER, MARATHON COUNTY, WISCONSIN
ORDINANCE NO.: 21-08**

**AN ORDINANCE AMENDING CHAPTER 14, ARTICLE IV OF THE GENERAL CODE OF
ORDINANCES ENTITLED "STANDING COMMITTEES"**

The Village Board of the Village of Kronenwetter, Marathon County, Wisconsin, do ordain as follows:

SECTION 1:

Chapter 14-20 (F), Article IV of the General Code of Ordinances entitled "STANDING COMMITTEES" is hereby amended to read as follows:

F. It shall be the responsibility of the Village Administrator to see to it that the duties 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

SECTION 2:

Chapter 14-20 (G), Article IV of the General Code of Ordinances entitled "STANDING COMMITTEES" is hereby amended to read as follows:

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 short-term 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 citizen-member responsibilities as well as the value of well-considered and researched committee recommendations. 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:

- (1) Personnel policies;
- (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;
- (4) Proposed annual budgets for presentation to the Village Board;
- (5) The monitoring of revenues and expenditures through regular reports, including the annual audit;
- (6) Acquisition or disposition of Village-owned property;
- (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
- (12) Any other matter the Village Board or Administrator may refer.

SECTION 3:

Chapter 14-21 (F), Article IV of the General Code of Ordinances entitled "STANDING COMMITTEES" is hereby amended to read as follows:

F. It shall be the responsibility of the Village Administrator to see to it that the duties 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

SECTION 4:

Chapter 14-21 (G), Article IV of the General Code of Ordinances entitled "STANDING COMMITTEES" is hereby amended to read as follows:

G. Duties. The Community Life, Infrastructure, and Public Properties 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 short-term 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 citizen-member responsibilities as well as the value of well-considered and researched committee recommendations. 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:

- (1) Long-range and short-range plans in the areas of parks, streets, utilities, and municipal buildings;
- (2) Research related to the acquisition or disposition of property;
- (3) Operational and capital properties and infrastructure budgets of the Community Development, Public Works, Parks, Police, and Fire Departments;
- (4) Grant applications in terms of the scope of the Committee;
- (5) Policies and procedures regarding the use, maintenance, or improvements of public property;
- (6) Requests for proposals and bidding documents for capital infrastructure projects;

- (7) Recreation opportunities, such as park programming, bike and pedestrian paths, community events, and any other matters regarding general quality of life within in the Village;
- (8) Community outreach, and citizen involvement, and any matter of resident complaints or concern;
- (9) Police Department, Fire Department, Streets and Public Works operations;
- (10) Village inspection services;
- (11) Village of Kronenwetter forestry and agricultural programs;
- (12) Traffic and pedestrian safety matters;
- (13) Refuse collection activities;
- (14) Long and short range planning, preparation, and procedure for the Village emergency operation plan; and
- (15) Any other matter the Village Board or Administrator may refer.

SECTION 5:

Chapter 14-22 (F), Article IV of the General Code of Ordinances entitled "STANDING COMMITTEES" is hereby amended to read as follows:

F. It shall be the responsibility of the Village Administrator to see to it that the duties 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

SECTION 6:

Chapter 14-22 (G), Article IV of the General Code of Ordinances entitled "STANDING COMMITTEES" is hereby amended to read as follows:

G. Duties. The Community Life, Infrastructure, and Public Properties Committee is composed of sworn public officials assigned the responsibility of 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 short-term 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 citizen-member responsibilities as well as the value of well-considered and researched committee recommendations. 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:

- (1) Village of Kronenwetter Water Utility policy and long-term planning;
- (2) Village of Kronenwetter Sewer Utility policy and long-term planning;

- (3) Expansion of broadband services within the Village;
- (4) Storm sewer system policy and long-term planning;
- (5) Utility bill appeals for both the Village of Kronenwetter Water Utility and the Village of Kronenwetter Sewer Utility;
- (6) Village of Kronenwetter Water Utility and Village of Kronenwetter Sewer Utility budgets; and
- (7) Any other matter the Village Board or Administrator may refer.

SECTION 7:

If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is found invalid or unconstitutional by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the provisions or application of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

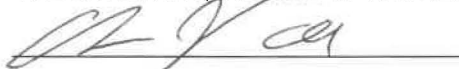
SECTION 8:

All Ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 9:

This Ordinance shall be in full force and effect from and after its date of passage and publication.

VILLAGE BOARD, VILLAGE OF KRONENWETTER



Chris Voll, Village President

ATTEST: <



Cindra Falkowski, Village Clerk

ADOPTED: 01/24/21



Report to the APC

Agenda Item: Discussion and Possible Action: Police MOU for Vacation

Meeting Date: February 20, 2024

Referring Body: Administrative Policy Committee

Committee Contact: President Chris Voll

Staff Contact: Chief Terry McHugh

Report Prepared by: Chief Terry McHugh

AGENDA ITEM: Discussion and Possible Action: Police MOU for Vacation

OBJECTIVE(S): Discuss the current Police MOU proposal regarding when officers receive their yearly vacation allotment.

HISTORY/BACKGROUND: ISSUE BACKGROUND/PREVIOUS ACTIONS:

Officers have historically always been given their yearly allotment of vacation on January 1 of each year instead of their anniversary date. Lt. Smart was the first patrol officer to be hired and started in May 2005 and advised that this has always been the Village's practice. I was hired a year later and as long as I've been here, that's the way I remember vacation being allotted to officers as well.

With the new payroll system, it now allows for vacation time to be given on the anniversary date of an employee. The contract language is included with this report and indicates that, "Every employee having completed 'X' year(s) of service shall be entitled to 'X' hours of vacation with pay." The Clerk advised that with the new payroll system capabilities, officers would now start receiving their annual vacation on their anniversary dates instead of January 1 of each year.

The union position is that the Village has created a past practice by giving officers all their annual vacation on January 1 of each year, regardless of when their anniversary falls. This has been the practice literally since the beginning of the police department and has crossed over many different union contracts over the past 19 years.

The union MOU would clarify the issue by making the vacation period run from Jan 1 through December 31 of each year. They also added language stating that officers hitting their anniversary date for the next vacation step would receive that additional vacation on January 1. The MOU language essentially clarifies the practice that's already been taking place over the last 19 years.

PROPOSAL: Recommend approving Police MOU to the Village Board

RECOMMENDED ACTION: To be determined by Committee and recommended to Village Board.

FINANCIAL

Financial Consideration/Action: If an officer leaves service prior to their anniversary date, then their time is pro-rated and the Village could just take it out of their last paycheck.

FUNDING SOURCE:

Section 6, ItemM.

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

ATTACHMENTS:



**Memorandum of Understanding
Between
The Village of Kronenwetter
and the
Kronenwetter Professional Police Association**

This is a voluntary agreement between the **Village of Kronenwetter** and the **Kronenwetter Professional Police Association, Wisconsin Professional Police Association/Law Enforcement Employee Relations Division**. The Village and the Association are parties to a collective bargaining agreement ("CBA") expiring December 31, 2024.

WHEREAS the Village of Kronenwetter and members of the Kronenwetter Professional Police Association are desirous of modifying the language pertaining to vacation accrual and its use.

THEREFORE, be it resolved that the parties do hereby agree to the following new language and to modify the Collective Bargaining Agreement to be in effect at the signing of this document.

PROVISIONS OF THE AGREEMENT

ARTICLE 13 - VACATION

Section 1: Every employee having completed six (6) months of service shall be entitled to forty-eight (48) hours of vacation with pay.

Every employee having completed one (1) year of service shall be entitled to ninety-six (96) hours of vacation with pay.

Every employee having completed two (2) years of service shall be entitled to one-hundred and twenty (120) hours of vacation with pay.

Every employee having completed six (6) years of service shall be entitled to one-hundred and forty-four (144) hours of vacation with pay.

Every employee having completed eleven (11) years of service shall be entitled to one-hundred and ninety-two (192) hours of vacation with pay.

Every employee having completed sixteen (16) years of service shall be entitled to two hundred

and forty (240) hours of vacation with pay.

Every employee having completed twenty (20) years of service shall be entitled to two hundred and eight-eight {288) hours of vacation with pay.

Section 2: The annual vacation period shall be from January 1st through December 31st of each calendar year. Employees with an anniversary date that results in additional vacation shall be eligible for the additional vacation as of January 1st of the year of the anniversary date. In the event an employee terminates their employment prior to their anniversary date, such time will be pro-rated. All vacations earned must be taken by the employee and no employee shall be entitled to vacation pay in lieu of vacation except that an employee will be paid for earned but unused vacation upon separation/termination.

Section 3: Selection of vacations shall be by seniority. Vacation pay shall be at the employee's straight time hourly rate.

Section 4: Employees will be allowed to carry over up to forty (40) hours of unused vacation time into the following year as approved by the Chief of Police. Said vacation time will be paid at the rate in effect on December 31st of the year it was awarded. Under extenuating circumstances, unused vacation hours in excess of forty (40) may be cashed out upon approval of the Police Chief. Any hours carried over must be used by April 30th or be paid out at the hourly rate in effect on the previous December 31st.

1. This represents the complete understanding of the parties on this issue. Any amendments or modifications to this agreement must be made in writing.
2. This agreement shall expire on date of ending of the collective bargaining agreement.
3. This agreement is effective on the last date signed below. Authentic fax or email signatures are as valid as an original.
4. All other provisions of the CBA shall remain in force, and the parties may renew this Agreement for the term of the successor CBA, or may incorporate the modifications herein in such successor CBA, or may terminate this Agreement by mutual consent of the parties.

Village of Kronenwetter

Kronenwetter Professional Police Association

Village President

Association President

Village Clerk

Kevin R Sorenson
Business Agent – WPPA/LEER

Every employee having completed one (1) year of service shall be entitled to ninety-six (96) hours of vacation with pay.

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Section 2: All vacations earned must be taken by the employee and no employee shall be entitled to vacation pay in lieu of vacation except that an employee will be paid for earned but unused vacation upon separation/termination.

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ARTICLE 14 - WAGE SCHEDULE

Section 1: The wage rates shall be attached to and thereby become a part of this Agreement, as shown in Exhibit "A".

Section 2: Shift differential shall be paid to the full-time officers at the rate of fifty cents (\$0.50) per hour for the hours between 3:00 p.m. and 11:00 p.m. and seventy-five cents (\$0.75) per hour for the hours between 11:00 p.m. and 7:00 a.m.

ARTICLE 15- PAY PERIOD

Section 1: Officers shall be paid bi-weekly by direct deposit on the normal payroll payday as other Village employees. The normal pay period will be eighty hours.

ARTICLE 16 - SICK LEAVE

Section 1: Employees shall accumulate sick and injury credits on the basis of nine and a half hours (9.5) for each month worked. Unused sick or injury pay may be accumulated to a maximum of one thousand eighty (1080) hours. Employees shall be paid either eight hours or twelve hours, depending on the schedule for each day off because of the employee's or their immediate family's sickness, injury, or medical appointments. Sick leave can be used in a minimum of two-hour increments.

In the event of on-the-job injury or occupational illness, the employee will receive Workers' Compensation benefits and may, at his/her option, receive the worker's compensation benefit and be paid the difference between the regular pay, based upon a normal work week, and the worker's compensation benefit. In this

ARTICLE 11 - HOLIDAYS

Section 1: Regular full-time employees shall receive a lump sum payment for ten (10) eight (8) hour holidays paid at their regular hour rate of pay (10x8=80 total hours of pay) as a separate payment from normal payroll on the first regular payday in December each year. Holidays set forth in this section shall accrue on the calendared dates and any Officer that terminates employment with the Village shall receive payment on the Officer's final paycheck the value of such holiday or holidays calendared since the previous Holiday payment. The ten calendared (10) holidays are: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, and New Years Eve Day.

Any one that is paid under this section for days they are no longer employed by the employer shall repay the employer the payment for those days.

Section 2: All regularly scheduled work performed on holidays shall be paid at time and one-half (1/2) the regular rate in addition to the holiday pay discussed in Article 11 Section 1.

Section 3: All overtime worked on holidays shall be paid at double time (2 times) the regular rate of pay in addition to the holiday pay discussed in Article 11 Section 1.

Section 4: Each employee shall be granted thirty-six hours of paid personal time annually which may be taken by informing the Chief of Police at least ten (10) days in advance. Personal time may be used in minimum increments of two (2) hours. New hires are restricted from taking personal time during their first six (6) months of employment. If this period runs into the next calendar year, the new employees will be allowed to carry over and take the personal time the following year. There shall thereafter be no carryovers. Under extenuating circumstances, unused personal hours may be cashed out upon approval of the Police Chief. At termination, unused personal holiday time will not be paid out to the employee.

ARTICLE 12 - FUNERAL LEAVE

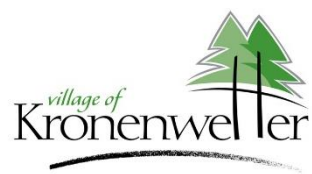
Section 1: In case of death in the immediate family (spouse; children/stepchildren, grandchildren, mother, father, stepfather, stepmother, spouse's parents, sister, brother, stepsister, stepbrother, son-in-law, daughter-in-law) employees will be allowed up to three working days off at the rate of the employee's current straight-time hourly pay, including the day of the funeral and two other consecutive working days. This provision shall not be applicable if an employee is on leave of absence, paid sick leave, personal days, or vacation.

Section 2: In case of death of an employee's grandparent(s), mother-in-law, father-in-law, brother-in-law or sister-in-law, aunt, uncle, niece, or nephew, an employee will be allowed time off as provided in Section 1 above, except one (1) day of funeral pay shall be provided. This does not include the spouse's brother/sister in-laws. If additional days are taken, the employee shall have the choice of applying personal days, comp. time, or vacation. If vacation, comp time, and personal days are exhausted, the Employer agrees to advance vacation days for funeral purposes, however such advanced vacation days must be earned and repaid before additional vacation may be taken.

Section 3: Employees wishing to take additional days off for funerals over and above the days spelled out above can do so by substituting comp time, vacation, or personal days and if approved by the Chief of Police.

ARTICLE 13 - VACATION

Section 1: Every employee having completed six (6) months of service shall be entitled to forty-eight (48) hours of vacation with pay.



ITEM NAME:	Budget Amendment #1
MEETING DATE:	2/20/24
PRESENTING COMMITTEE:	APC
COMMITTEE CONTACT:	Chris Voll
STAFF CONTACT:	Lisa Kerstner
PREPARED BY:	Lisa Kerstner

ISSUE: When the 2024 budget was put together the payment to Co Vantage (Fire Truck) was missed. We received in proceeds for selling Police Squad and no money was budgeted for the revenue or expenses.

OBJECTIVES: The First payment was due in January 2024. Sold Police Squad for \$7,625.00, would like those funds put to Vehicle Accident Repairs.

RECOMMENDED ACTION: Approve the budget Amendment of \$90,027.77 to come from undesignated funds. Allow budget of \$7,625.00 for Vehicle Accident Repairs due to the proceeds brought in that were not originally budgeted for.

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

Remaining CFY
Account Number: 750-57220-000-000
Description: Fire Protection Capital Outlay
Budgeted Amount: 0.00
May need to reclassify within fund 750 depending on how Auditors indicate that I should record this.

Account Number: 100-52000-120-381
Description: Vehicle Accident Repairs
Budgeted Amount: 0.00
Proceeds are in account 100-48301-000 (Sale of Law Enforcement Equip)

ATTACHMENTS (describe briefly): Co Vantage Promissory Note

GENERAL OBLIGATION PROMISSORY NOTE**UNITED STATES OF AMERICA
STATE OF WISCONSIN
VILLAGE OF KRONENWETTER****original date of issue:****01-24-2023**

REGISTERED OWNER: CoVantage Credit Union

PRINCIPAL AMOUNT: SEVEN HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED EIGHT & 00/100 DOLLARS
(\$732,208.00)

Section 1. Payment Schedule. KNOW ALL MEN BY THESE PRESENTS, that the Village of Kronenwetter, Marathon County(ies), Wisconsin (the "Issuer"), hereby acknowledges itself to owe and for value received promises to pay to the registered owner identified above, or to registered assigns, (the "Lender") the principal amount identified above, payable with interest at the rate of 3.940% per annum as follows:

Borrower will pay this loan in 9 payments of \$90,027.77 each payment and an irregular last payment estimated at \$90,027.80. Borrower's first payment is due January 25, 2024, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on January 25, 2033, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

Both the principal of and interest on this Note are payable to the Lender in lawful money of the United States at the office of the Lender. Payment of the last installment of principal of this Note shall be made upon presentation and surrender hereof to the Issuer's Clerk or Treasurer.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Section 2. Other Charges. If any payment (other than the final payment) is not made on or before the 10th day after its due date, Lender may collect a delinquency charge of 5.000% of the unpaid amount. Unpaid principal and interest bear interest after maturity until paid (whether by acceleration or lapse of time) at the rate of 12.000% per year, computed on the basis of a 365 day year. Issuer agrees to pay a charge of \$20.00 for each check presented for payment under this Note which is returned unsatisfied.

Section 3. Security. For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Issuer are hereby irrevocably pledged.

Section 4. Purpose and Authorization. This Note is issued pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the purpose of paying the cost of the "Borrowing Purpose" as defined and authorized by a resolution of the Issuer's Village Board (the "Governing Body") duly adopted at a meeting held on 10-24-2022. Said resolution is recorded in the official minutes of the Governing Body for said date.

Section 5. Prepayment. This Note is not subject to redemption prior to maturity. All prepayments, if applicable, shall be applied first upon the unpaid interest and then applied upon the unpaid principal in inverse order of maturity.

Section 6. Transferability. This Note is transferable by a written assignment, in a form satisfactory to the Issuer's Clerk, duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note may be issued to the transferee in exchange hereof if requested by said transferee. The Issuer may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, and interest due hereon and for all other purposes, and the Issuer shall not be affected by notice to the contrary.

Section 7. Certifications. It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Issuer, including this Note, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable. It is hereby further certified that the Issuer has designated this Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 8. Default. Upon the occurrence of any one or more of the following events of default, then the unpaid balance shall, at the option of Lender, without notice, mature and become immediately payable: (a) Issuer fails to pay any amount when due under this Note or under any other instrument evidencing any indebtedness of Issuer to Lender; (b) any representation or warranty made under this Note or information provided by Issuer to Lender in connection with this Note is or was false or fraudulent in any material respect; (c) a material adverse change occurs in Issuer's financial condition; (d) Issuer fails to timely observe or perform any of the covenants or duties in this Note; (e) an event of default occurs under any agreement securing this Note; or (f) Lender deems itself insecure. The unpaid balance shall automatically mature and become immediately payable in the event Issuer becomes the subject of bankruptcy or other insolvency proceedings. Lender's receipt of any payment on this Note after the occurrence of an event of default shall not constitute a waiver of the default of the Lender's rights and remedies upon such default.

Section 9. Issuer Obligations. Issuer agrees to pay all costs of collection before and after judgment, including, without limitation, reasonable attorney's fees (including those incurred in successful defense or settlement of any counterclaim brought by Issuer or incident to any action or proceeding involving Issuer brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. Subject to Wis. Stat. § 893.80, Issuer agrees to indemnify and hold harmless Lender, its directors, officers and agents, from and under this Note or the activities of Issuer. This indemnity shall survive payment of this Note. Issuer acknowledges that Lender has not made any representation or warranties with respect to, and the Lender does not assume any responsibility to Issuer for, the collectability or enforceability of this Note or the financial condition of Issuer. Issuer has independently determined the collectability and enforceability of this Note. Issuer authorizes Lender to disclose financial and other information about Issuer to others.

Section 10. Waiver. No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy under this Note shall

GENERAL OBLIGATION PROMISSORY NOTE
(Continued)

Loan No: 377458-0001

Page 2

operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Note preclude any other or further exercise of the right or the exercise of any other right.

Section 11. Rights of Lender. The remedies provided in this Note are cumulative and not exclusive of any remedies provided by law. Without affecting the liability of Issuer, Lender may, without notice, accept partial payments, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it. Without affecting the liability of Issuer, Lender may from time to time, without notice, renew or extend the time for repayment subject to the time limits prescribed in Wis. Stat. § 67.12(12).

Section 12. Venue: Interpretation. Unless otherwise prohibited by law, the venue for any legal proceeding relating to collection of this Note shall be, at Lender's option: (a) the county in which Lender has its principal office in this state; (b) the county in which Issuer is located; (c) or the county in which this Note was executed by Issuer. This Note is intended by Issuer and Purchase as the final expression of this Note and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Note. This Note may not be supplemented or modified except in writing. This Note benefits Lender, its successors and assigns and binds Issuer and its successors and assigns. The validity, construction and enforcement of this Note are governed by the internal laws of Wisconsin. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note.

IN WITNESS WHEREOF, the Issuer, by its Governing Body, has caused this Note to be executed for it and in its name by the signatures of its duly qualified President and Clerk or persons authorized by law to sign on their behalf, and to be sealed with its official or corporate seal, if any, all as of the original date of issue identified above.

VILLAGE OF KRONENWETTER, WISCONSIN:

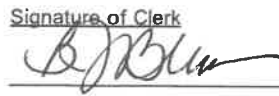
(Seal)

By: 
Chris Voll, President

By: 
Bobbi Brk-LaBarge, Clerk

REGISTRATION

This Note shall be registered in registration records kept by the Clerk of the Issuer, such registration to be noted in the registration blank below and upon said registration records, and this Note may thereafter be transferred only in accordance with the terms of this Note, such transfer to be made on such records and endorsed hereon.

Date of Registration	Name of Lender	Signature of Clerk
01-23-2023	CoVantage C.U.	

RESOLUTION

RESOLUTION NO. 1

RESOLUTION AUTHORIZING THE BORROWING
OF \$732,208.00;
PROVIDING FOR THE ISSUANCE AND SALE OF A
GENERAL OBLIGATION PROMISSORY NOTE THEREFOR; AND
LEVYING A TAX IN CONNECTION THEREWITH

WHEREAS, the Village Board (the "Governing Body") hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Kronenwetter, Marathon County(ies), Wisconsin (the "Issuer") to raise funds for the purpose of:

Purchase Fire Engine

(the "Borrowing Purpose"); and

WHEREAS, the Governing Body hereby finds and determines that the Borrowing Purpose is within the Issuer's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes; and

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer that:

Section 1. Authorization of the Note. For the purpose of paying the cost of the Borrowing Purpose, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, the principal sum of \$732,208.00 from CoVantage Credit Union (the "Lender") in accordance with the terms set forth herein.

Section 2. Issuance of the Note. To evidence such indebtedness, the President and the Clerk are hereby authorized, empowered and directed to make, execute, issue and deliver to the Lender for, on behalf of and in the name of the Issuer, a general obligation promissory note aggregating the principal amount of \$732,208.00 (the "Note").

Section 3. Terms of the Note. The Note shall be designated "General Obligation Promissory Note"; shall be dated the date of its issuance; shall bear interest at the rate of 3.940% per annum; and shall be payable as follows:

Borrower will pay this loan in 9 payments of \$90,027.77 each payment and an irregular last payment estimated at \$90,027.80. Borrower's first payment is due January 25, 2024, and all subsequent payments are due on the same day of each year after that. Borrower's final payment will be due on January 25, 2033, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

Section 4. Prepayment Provisions. The Note shall not have prepayment privileges.

Section 5. Form of the Note. The Note shall be issued in registered form and shall be attached hereto and incorporated herein by this reference.

Section 6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Note as the same becomes due, the full faith, credit and resources of the Issuer are hereby irrevocably pledged, and a direct annual irrepealable tax is hereby levied upon all taxable property of the Issuer. Said direct annual irrepealable tax shall be levied in the years and amounts as follows:

<u>Levy Year</u>	<u>Amount</u>
2024	\$90,027.77
2025	\$90,027.77
2026	\$90,027.77
2027	\$90,027.77
2028	\$90,027.77
2029	\$90,027.77
2030	\$90,027.77
2031	\$90,027.77
2032	\$90,027.77
2033	\$90,027.80

The aforesaid direct annual irrepealable tax hereby levied shall be collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Issuer levied in said years are collected. So long as any part of the principal of or interest on the Note remains unpaid, the tax herein above levied shall be and continues irrepealable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund Account created herein. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on the Note when due, the requisite amount shall be paid from other

RESOLUTION (Continued)

Loan No: 377458-0001

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funds of the Issuer then available, which sums shall be replaced upon the collection of the taxes herein levied. In the event the Issuer exercises its prepayment privilege, if any, then no such direct annual tax shall be included on the tax rolls for the prepayments made and the amount of direct annual tax hereinabove levied shall be reduced accordingly for the year or years with respect to which said note was prepaid.

Section 7. Debt Service Fund Account. There is hereby established in the Issuer's treasury a fund account separate and distinct from every other Issuer fund or account designated "Debt Service Fund Account for \$732,208.00 General Obligation Promissory Note." Such fund shall be maintained in accordance with generally accepted accounting practices. There shall be deposited in said fund account any premium plus accrued interest paid on the Note at the time of delivery to the Lender, all money or funds raised by taxation pursuant to Section 6 hereof and all other sums as may be necessary to pay interest on the Note when the same shall become due and to retire the principal installments on the Note. Said fund account shall be used for the sole purpose of paying the principal of and interest on the Note and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished. Sinking funds established for obligations previously issued by the Issuer may be considered as separate and distinct accounts within the Debt Service Fund Account.

Section 8. Segregated Borrowed Money Fund. The proceeds of the Note (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited into an account separate and distinct from all other funds and be disbursed solely for the purposes for which borrowed or for the payment for the principal of and the interest on the Note.

Section 9. Arbitrage Covenant. The Issuer shall not take any action with respect to the Note Proceeds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the date of the delivery of and payment for the Note (the "Closing"), would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any income tax regulations promulgated thereunder (the "Regulations").

The Note Proceeds may be temporarily invested in legal investments until needed, provided however, that the Issuer hereby covenants and agrees that so long as the Note remains outstanding, moneys on deposit in any fund or account created or maintained in connection with the Note, whether such moneys were derived from the Note Proceeds or from any other source, will not be used or invested in a manner which would cause the Note to be an "arbitrage bond" within the meaning of the Code or Regulations.

The Clerk, or other officer of the Issuer charged with responsibility for issuing the Note, shall provide appropriate certifications of the Issuer, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the Issuer regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the Closing.

Section 10. Additional Tax Covenants; Exemption from Rebate; Qualified Tax-Exempt Obligation Status. The Issuer hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and Regulations (whether prior to or subsequent to the issuance of the Note) to assure that the Note is an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes, throughout its term. The Clerk or other officer of the Issuer charged with the responsibility of issuing the Note, shall provide appropriate certifications of the Issuer as of the Closing, for inclusion in the transcript of proceedings, certifying that it can and covenanting that it will comply with the provisions of the Code and Regulations.

Further, it is the intent of the Issuer to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Note will continue to be an obligation described in Section 103(a) of the Code, the interest on which is excluded from gross income for federal income tax purposes.

For Note Proceeds allocable to a Borrowing Purpose for new projects or acquisitions, the Issuer reasonably expects to:

- ☐ qualify for the small issuer rebate exception because it (including any entities subordinate to the Issuer) will issue no more than \$5,000,000 of tax-exempt obligations (including the Note(s)) during the current calendar year.
- ☐ qualify for the eighteen month rebate exception under Section 1.148-7(d) of the Regulations.
- ☐ qualify for the two-year rebate exception under Section 148(f)(4) of the Code.
- ☒ not qualify for an exception to rebate.

The Issuer hereby designates the Note to be a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Code and in support of such designation, the Clerk or other officer of the Issuer charged with the responsibility for issuing the Note, shall provide appropriate certifications of the Issuer, all as of the Closing.

Section 11. Execution of the Note. The Note shall be prepared in typewritten form, executed on behalf of the Issuer by the manual or facsimile signatures of the President and Clerk, sealed with its official or corporate seal thereof, if any, and delivered to the Lender upon payment to the Issuer of the purchase price thereof, plus accrued interest to the date of delivery; provided that, if this is a refinancing, the refunding Note shall be immediately exchanged for the note being refinanced. In the event that either of the officers whose signatures appear on the Note shall cease to be such officers before the delivery of the Note, such signatures shall nevertheless be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. The aforesaid officers are hereby authorized to do all acts and execute all documents as may be necessary and convenient for effectuating the Closing.

Section 12. Payment of the Note. The principal of and interest on the Note shall be paid by the Clerk or Treasurer in lawful money of the United States.

Section 13. Registration and Transfer of Note. The Clerk shall keep records for the registration and for the transfer of the Note. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on the Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid. The Note may be transferred by the registered owner thereof by presentation of the Note at the office of the Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the Note shall be transferred by appropriate entry in the registration records and a similar notation, including date of registration, name of new registered owner and signature of the Clerk, shall be made on such Note.

Loan No: 377458-0001

**RESOLUTION
(Continued)**

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Section 14. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Issuer or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Section 15. Financial Reports. Officials of the Issuer are hereby authorized and directed, so long as the Note is outstanding, to deliver to Lender any audit statement or other financial information Lender may reasonably request and to discuss its affairs and finances with Lender.

Adopted and recorded this 24th day of October, 2022.

(Seal)

By: 

Chris Voll, President

ATTEST:

By: 

Bobbi Birk-LaBarge, Clerk

ISSUER'S CERTIFICATE

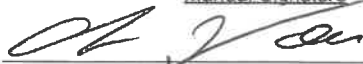


The undersigned is the duly qualified and acting Clerk of the Village of Kronenwetter, Marathon County(ies), Wisconsin (the "Issuer") who hereby certifies to CoVantage Credit Union ("Lender") that:

I. ISSUER ORGANIZATION AND OFFICERS

1. At all times mentioned herein, the Issuer was duly organized, validly existing and operating as a village administered by a governing body composed of seven (7) members (the "Governing Body"), who are listed below and were duly qualified and acting as such at all times mentioned in this Certificate:

Kim Tapper, Joel Straub, Christopher Eiden, Ken Charneski, Duane Gau, Tim Shaw and Tami Bloch

2. The following named individuals whose authentic signatures are hereto subscribed, are the duly elected, qualified and acting officers of the Issuer presently holding the offices set forth opposite their respective names below:

<u>Name</u>	<u>Office</u>	<u>Manual Signature</u>
Chris Voll	President	
Roger Habeck	Treasurer	
Bobbi Birk-LaBarge	Clerk	

II. AUTHORIZATION OF THE NOTE: OPEN MEETING LAW COMPLIANCE

3. At a lawful, duly-convened open meeting of the Governing Body held at 1582 Kronenwetter Drive, Kronenwetter, WI 54455, Wisconsin at 5:02 pm, on the 24th Day of October, 2022, at which 7 of the members-elect of the Governing Body were present in person, a resolution authorizing the Issuer to borrow the sum of not to exceed \$732,208.00 and issue its General Obligation Promissory Note (the "Note") therefor pursuant to Section 67.12(12), Wis. Stats., (the "Resolution"), was, on motion duly made and seconded, adopted and recorded by the affirmative vote of 7 of the members of the Governing Body. Said meeting of the Governing Body was duly called, noticed, held and conducted in the manner established by the Governing Body and required by pertinent Wisconsin Statutes.

4. The Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting by (i) posting notice of the meeting; (ii) providing notice to those news media which have filed a written request for notice of meetings; (iii) providing notice to the official newspaper of the Issuer; and (iv) complying with special meeting requirements if said meeting was a special meeting.

5. The Resolution has been duly recorded in the minutes of said meeting, has not been amended or revoked, and, in all other respects, is in full force and effect on the date hereof and there is no proceeding of the Governing Body or Issuer electors in conflict with or in any way altering the effect of the Resolution. A true and correct copy of said Resolution is attached hereto as a part of the transcript of proceedings.

III. DEBT LIMIT COMPLIANCE

6. The full value of all taxable property located within the Issuer's boundaries, as last equalized for State purposes by the Wisconsin Department of Revenue, is \$817,805,900.00. The Department of Revenue Certificate of Equalized Value is attached hereto as a part of the transcript of proceedings.

7. The total outstanding general obligation indebtedness of the Issuer, howsoever incurred, including this Note, aggregates not more than \$9,592,208.00, determined as follows:

<u>Amount</u>	<u>Description of Debt</u>
\$732,208.00	Principal/Issue Amount
\$1,925,000.00	RDA Lease Rev. Refunding Bonds, Series 2016
\$1,040,000.00	G.O. Promissory Notes, Series 2018
\$4,305,000.00	Tax-Exempt G.O. Refunding Bonds, Series 2021A
\$1,590,000.00	Taxable G.O. Refunding Bonds, Series 2021B

IV. DELIVERY: RECEIPT: RECORD BOOK

8. I have delivered the Note to the Lender in the principal amount set forth in and duly authorized by the Resolution.

9. I have received the full principal amount of the Note issued to the Lender.

10. The Lender has complied in all respects with its agreement to lend money on the Note.

11. I have provided and kept and will keep a separate record book in which I have recorded a full and correct statement of every step or proceeding had or taken in the course of issuing the Note referred to herein. The Treasurer is prepared to keep a record of the Note receipted and returned to him or her.

V. NO LITIGATION

12. There is no legislation, reorganization, proceedings or order, controversy or litigation pending or threatened in any manner questioning or affecting the corporate existence of the Issuer; its boundaries; the right or title of any of its officers to his or her respective office; or the due authorization or validity of the Note referred to herein, the Resolution or any of the taxes heretofore levied by the Issuer.

VI. FACTS AND REASONABLE EXPECTATIONS RELATING TO ARBITRAGE REQUIREMENTS

ISSUER'S CERTIFICATE (Continued)

Loan No: 377458-0001

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13. The certifications made in this Section VI of this Certificate are being made pursuant to Section 1.148-1 through 1.148-11 of the Income Tax Regulations and the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Regulations" and "Code," respectively).

14. The Issuer is a governmental unit with general taxing powers.

15. All of the proceeds of the Note (the "Note Proceeds") shall be used for governmental purposes of the Issuer. None of the Note Proceeds will be used (directly or indirectly) in a trade or business carried on by any person (other than a governmental unit), and none of the payments on the Note are (directly or indirectly): (a) secured by any interest in property used or to be used for a trade or business or payments in respect of such property; or (b) derived from payments (whether or not to the Issuer) in respect of property or borrowed money, used or to be used for a trade or business.

16. None of the Note Proceeds will be used (directly or indirectly) to make or finance loans to persons other than government units.

17. The estimated total cost of the Borrowing Purpose is \$732,208.00. "Borrowing Purpose" has the meaning given in the attached Resolution.

18. The Note Proceeds and earnings on temporary investment thereof will not exceed the amount necessary for the Borrowing Purpose by more than the lesser of \$100,000 or Five Percent (5%) of the Note Proceeds.

19. If the Borrowing Purpose includes funding new projects or acquisitions:

a) The Note Proceeds and any money received from the investment or reinvestment of Note Proceeds, and from investment of money derived from such investments, will be expended on the costs of the Borrowing Purpose within three (3) years from the date of this Certificate.

b) The Issuer has heretofore entered into some substantial binding obligations for the Borrowing Purpose and will, within six (6) months of the date of this Certificate, enter into additional substantial binding obligations requiring payment by the Issuer of not less than Five Percent (5%) of the Note Proceeds.

c) Work on some elements of the Borrowing Purpose has begun. Work on all elements of the Borrowing Purpose will proceed with due diligence to completion.

d) The Issuer reasonably expects to:

☐ qualify for the small issuer rebate exception because it (including any entities subordinate to the Issuer) will issue no more than \$5,000,000 of tax-exempt obligations (including the Note) during the current calendar year.

☐ qualify for the eighteen month rebate exception under Section 1.148-7(d) of the Regulations.

☐ qualify for the two-year rebate exception under Section 148(f)(4) of the Code.

☒ not qualify for an exception to rebate.

20. If the Borrowing Purpose includes refunding outstanding obligations of the Issuer:

a) The obligations being refunded will be discharged within 30 days of the date hereof.

b) There are no remaining original or investment proceeds of the obligations being refunded, so that there are no "transferred proceeds" with respect to the Note.

c) All of the Note Proceeds will be expended within six months of the date hereof.

d) The Issuer expected on the date the obligations being refunded were issued that at least 85% of the spendable proceeds of the refunded obligations would be used to carry out the governmental purposes of those obligations within a three year period beginning on such date, and not more than 50% of the proceeds of the refunded obligations were invested in investments having a substantially guaranteed yield for four years or more.

21. None of the Note Proceeds will be invested in a reserve or replacement fund.

22. There are no other obligations of the Issuer which (a) were sold at substantially the same time as the Note; (b) were sold pursuant to a common plan of financing together with the Note; and (c) will be paid out of substantially the same source of funds as the Note.

23. None of the Note Proceeds are being invested in investments having a substantially guaranteed yield for a period of four years or more.

24. The issuance of the Note is not a transaction or part of a series of transactions which the Issuer has employed that attempts to circumvent the Regulations or Code for the purpose of enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage and which increases the burden on the market for tax-exempt obligations.

VII. BONA FIDE DEBT SERVICE FUND ACCOUNT

25. The Issuer has created a segregated debt service fund account pursuant to Section 7 of the Resolution (the "Debt Service Fund Account").

26. The Debt Service Fund Account shall be used primarily to achieve proper matching of revenues and debt service within each note year. Amounts deposited in the Debt Service Fund Account will be depleted at least once a year except for a reasonable carryover amount which will not exceed the greater of (a) one year's earnings on such funds, or (b) one-twelfth of the annual debt service on the Note.

27. The Issuer does not anticipate that the earnings on amounts in the Debt Service Fund Account will ever exceed \$100,000 in any note year.

28. Other than the Debt Service Fund Account, the Issuer has not created or established, and does not expect to create or establish, any

Loan No: 377458-0001

ISSUER'S CERTIFICATE (Continued)

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sinking or other similar account which is reasonably expected to be used to pay debt service on the Note or which is pledged as collateral for the Note or to replace funds that will be used to pay debt service on the Note.

VIII. QUALIFIED TAX-EXEMPT OBLIGATIONS

29. The Note constitutes a "qualified tax-exempt obligation" as that term is defined in the Code in that:

- a) as described in Paragraphs 15 and 16 of this Certificate, the Note is not a "private activity bond" as defined in the Code;
- b) the Issuer has designated the Note as a "qualified tax-exempt obligation";
- c) The Note, together with any other obligations heretofore designated as "qualified tax-exempt obligations" during the current calendar year, aggregate less than \$10,000,000; and
- d) The Issuer does not reasonably expect to issue more than \$10,000,000 of obligations which are designated as "qualified tax-exempt obligations" during the current calendar year.

IX. MISCELLANEOUS

30. The payment of principal or interest with respect to the Note will not be guaranteed, either directly or indirectly, in whole or in part, by the United States or any agency or instrumentality thereof. None of the Note Proceeds will be (i) used in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, except for proceeds invested during permitted temporary periods or in the debt service fund for the Note or as otherwise permitted under Section 149(b)(3) of the Code.

31. With respect to a Borrowing Purpose that includes funding for new projects or acquisitions, any expenditures already paid by the Issuer for which the Issuer is to be reimbursed with Note Proceeds (a) were paid no more than 60 days before the date on which the Issuer adopted the resolution authorizing the issuance of the Note or stating its intention to reimburse itself from the Note Proceeds for any expenditures relating to said new projects or acquisitions which it paid from other funds prior to receipt of the Note Proceeds, or (b) are preliminary expenditures relating to said new projects or acquisitions (such as architectural, engineering, surveying, soil testing and similar costs but not including land acquisition, site preparation and similar costs incident to the commencement of construction) which are in an amount which is less than 20% of the issue price of the Note.

The undersigned hereby certifies that the above-stated facts are true and correct and the above-stated expectations of the Issuer are reasonable, and there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity effective as of the original date of issue of the Note.

By: 
Bobbi Birk-LaBarge, Clerk

Approved as correct:

By: 
Chris Voll, President

By: 
Roger Habeck, Treasurer

INVESTMENT REPRESENTATION

The undersigned duly authorized officer of CoVantage Credit Union ("Lender") located in Antigo, Wisconsin, hereby certifies with respect to the purchase of that certain \$732,208.00 Promissory Note dated January 24, 2023, issued by the Village of Kronenwetter, Marathon County(ies), Wisconsin, that the Lender is purchasing said note for investment purposes and will not resell said note, except to another depository institution or depository institutions which will also make this certification. This Investment Representation is dated January 24, 2023.

LENDER:

COVANTAGE CREDIT UNION

By: _____
Matthew Meidl, Vice President

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Form **8038-G**

(Rev. September 2018)

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Department of the Treasury
Internal Revenue Service**Caution: If the issue price is under \$100,000, use Form 8038-GC.**
► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ► ☐

1 Issuer's name Village of Kronenwetter		2 Issuer's employer identification number (EIN) 71-0916099	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 1582 Kronenwetter Dr	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Kronenwetter, WI 54455		7 Date of issue 01-24-2023	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18 732,208.00
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>	
b If bonds are BANs, check only box 19b <input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	01-25-2033	\$ 732,208.00	\$ 732,208.00	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23 732,208.00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30 732,208.00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	732,208.00
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c Enter the name of the GIC provider ▶ _____		
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c Enter the EIN of the issuer of the master pool bond ▶ _____		
d Enter the name of the issuer of the master pool bond ▶ _____		
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b Name of hedge provider ▶ _____		
c Type of hedge ▶ _____		
d Term of hedge ▶ _____		
42 If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ 
Signature of issuer's authorized representative

Date

▶ 
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶	Firm's EIN ▶			
Firm's address ▶	Phone no.			

Instructions for Form 8038-G

(Rev. September 2018)

Information Return for Tax-Exempt Governmental Bonds



Section 6, Item N.
Department of the Treasury
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

Future Developments

For the latest information about developments related to Form 8038-G and its instructions, such as legislation enacted after they were published, go to [IRS.gov/Form8038G](https://www.irs.gov/Form8038G).

What's New

The Tax Cuts and Jobs Act (P.L. 115-97) repealed the exclusion from gross income for interest on bonds issued to advance refund tax-exempt bonds. The repeal applies to advance refunding bonds issued after 2017. A bond is an advance refunding bond if it is issued more than 90 days before the redemption of the refunded bonds.

The Tax Cuts and Jobs Act also repealed the authority to issue tax-credit bonds and direct-pay bonds. The repeal applies to qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, and qualified school construction bonds issued after 2017. The authority to issue recovery zone economic development bonds and build America bonds expired on January 1, 2011.

Note. The creation of an advance refunding escrow account to advance refund tax-credit bonds and/or direct-pay bonds may result in the reissuance of the bonds and the loss of the tax benefits.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental bonds to provide the IRS with the information required by section 149(e) and to monitor compliance with the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental bonds issued after December 31, 1986, issuers must file...
\$100,000 or more	a separate Form 8038-G for each issue.
less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales.

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the

facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See **Where To File** next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services (PDS) designated by the IRS to meet the "timely mailing as timely filing" rule for tax returns. Go to [IRS.gov/PDS](https://www.irs.gov/PDS) for the current list of designated services.

The PDS can tell you how to get written proof of the mailing date.

For the IRS mailing address to use if you're using PDS, go to [IRS.gov/PDS/streetAddresses](https://www.irs.gov/PDS/streetAddresses).



PDS can't deliver items to P.O. boxes. You must use the U.S. Postal Service to mail any item to an IRS P.O. box address.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You can round off cents to whole dollars. If you do round to whole dollars, you must round all amounts. To round, drop amounts under 50 cents and increase amounts from 50 to 99 cents to the next dollar (for example, \$1.39 becomes \$1 and \$2.50 becomes \$3).

If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Bond. This is any obligation, including bond, note, commercial paper, installment purchase agreement, or financing lease.

Taxable Bond. This is any bond the interest on which is not excludable from gross income under section 103. Taxable bonds include tax credit bonds and direct pay bonds.

Tax-exempt bond. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the

interest is excluded from income under section 103.

Tax-exempt governmental bond. A tax-exempt bond that is not a private activity bond (see next) is a tax-exempt governmental bond. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes a bond issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use; and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property), or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units, and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue price. The issue price of bonds is generally determined under Regulations section 1.148-1(f). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the bonds are sold to the public. To determine the issue price of a bond issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, bonds are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions (see Regulations section 1.149(e)-1(e)(2)). However, bonds issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan"), or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the bonds are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for bonds issued under a draw-down loan that meet the requirements of the preceding sentence, bonds issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first bond. Likewise, bonds (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first bond.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets **both** of the following conditions.

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization.

2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1 1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Pooled financing issue. This is an issue of tax-exempt bonds, the proceeds of which are to be used to finance purpose investments representing conduit loans to two or more conduit borrowers, unless those conduit loans are to be used to finance a single capital project.

Specific Instructions

Part I-Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the **Amended Return** box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the bonds, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply online by visiting the IRS website at IRS.gov/EIN. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed on line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return

information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the first date on which the issuer physically exchanges any bond included in the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in an MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

Part II-Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of bonds issued by entering the issue price in the box corresponding to the type of bond (see **Issue price** under **Definitions**, earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these bonds, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the bonds are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the bonds are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if cash is exchanged for the bond, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of bond is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for a bond to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the bond are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III-Description of Bonds

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see **Issue price** under **Definitions**, earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to figure the present value of all payments of principal and interest to be paid on the bond, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to figure the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV-Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest on the issue accruing prior to the date of issue. For definition of date of issue, see these instructions, line 7.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or

call premium on any tax-exempt bonds, including proceeds that will be used to fund an escrow account for this purpose.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any taxable bonds, including proceeds that will be used to fund an escrow account for this purpose.

Part V-Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds or taxable bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of tax-exempt bonds or taxable bonds will be refunded, enter the date of issue for each refunded issue. Enter the date in an MM/DD/YYYY format.

Part VI-Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. If the issue is a pooled financing issue (as defined under **Pooled financing issue** in **Definitions**, earlier), enter the amount of the proceeds used to make loans to other governmental units, the interest on which is tax-exempt.

Line 38. If the issue is a loan of proceeds from a pooled financing issue (as defined under **Pooled financing issue** in **Definitions**, earlier), check the box and where asked for the date of issue, EIN, and name of the issuer of the master pool bond, enter the date of issue, EIN, and name of the issuer of the pooled financing issue.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for figuring arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part I, lines 3a and 3b, authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the **Paid Preparer Use Only** area of the return.

The paid preparer must:

- Sign the return in the space provided for

the preparer's signature (is acceptable),

- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form 2 hr., 41 min.

Preparing, copying, assembling, and sending the form to the IRS 3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through IRS.gov/FormComments.

Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see **Where To File, earlier.**



Village of Kronenwetter

1582 Kronenwetter Drive; Kronenwetter WI 54455
Office: (715)693-4200; Fax: (715)693-4202

January 23, 2023

Re: Financing for Fire Department purchase of Engine #2 Equipment Replacement Fund 2023-24

Co Vantage Credit Union Financing Department-

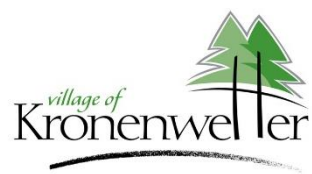
The financing for our ladder truck was discussed and approved during our village board meeting that took place on October 24, 2022. The cost of the truck was documented to be roughly \$1,325,000.00. Funds towards the ladder truck in house were \$4000,000.00 from our ARPA funding and \$2000,000.00 from our budgeted equipment fund. Finance Director Roger Habeck was instructed to find the best rate possible for financing the remainder of the balance.

If you have any questions, please contact me at 715-693-4200 ext. 111

Sincerely,

Bobbi Birk-LaBarge

Bobbi Birk-LaBarge
Village of Kronenwetter Village Clerk



ITEM NAME:	Finance Advisor
MEETING DATE:	2/20/24
PRESENTING COMMITTEE:	APC
COMMITTEE CONTACT:	Chris Voll
STAFF CONTACT:	Lisa Kerstner
PREPARED BY:	Lisa Kerstner

ISSUE: The Village is using Ehlers and PFM as Finance Advisors

OBJECTIVES: Select on Finance Advisor for the Village.

ISSUE BACKGROUND/PREVIOUS ACTIONS: When starting with the Village Kim Manley gave me a contact at Ehlers. I have been working with Ehlers closely since. My contact and I speak the same language and they have lots of knowledge. We have used PFM in the past and used them to refinance the debt back in 2021.

PROPOSAL: Hire Ehlers as the Finance Advisor for the Village.

ADVANTAGES: They work closely with the Finance Director to help explain things and educate. Along with giving updated on reports as numbers change in a timely manner.

RECOMMENDED ACTION: Hire Ehlers as the Finance Advisor for the Village.

OTHER OPTIONS CONSIDERED: Keep using PFM.

ATTACHMENTS (describe briefly): Cancel Contract

February 5, 2024

Jon Burmeister, Managing Director
PFM Financial Advisors, LLC
50 South 6th St.
Minneapolis, MN 55402

**Re: Engagement Letter dated September 1, 2020 for Annual Continuing Disclosure Reporting Services
Village of Kronenwetter, Wisconsin**

Dear Mr. Burmeister,

With this letter, we are providing a 30-day notice of the Village intent to terminate the PRM Engagement Letter dated September 1, 2020. At this time, the Village has decided to retain Ehlers & Associates as their municipal advisors for bond issuance firm. With that, PFM will be paid for all services performed, to include cost/expenses incurred up to the termination date effective March 6, 2024, if any.

With that, the Village appreciates the working relationship they have had with PFM Financial Advisors, LLC and appreciate any interest PFM would have in working with the Village in the future. We ask that you acknowledge receipt of the termination notice by signing and returning this letter in care of Leonard Ludi, Village Administrator at 1582 Kronenwetter Drive, Kronenwetter WI 54455 or via email at lludi@kronenwetter.org.

Sincerely,

Leonard Ludi
Village Administrator

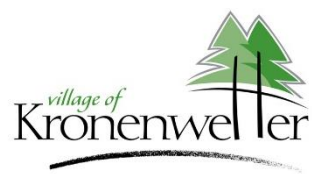
Received By PFM Financial Advisors, LLC : Date: _____

Name: _____ Title: _____

POLICY ID: HR-XXX		TITLE: Filling Positions: Procedure	
<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION		APPROVED BY VILLAGE BOARD: _____ DATE: _____	
EFFECTIVE DATE: Original: Revision-1: 2 nd Revision:		Attest-Village Clerk _____	
APPLIES TO:		REPRESENTED EMPLOYEES ELECTED OFFICIALS	
		Non-REPRESENTED EMPLOYEES APPOINTED OFFICIALS	
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

FILLING POSITIONS – PROCEDURE- *HR-XXX*

- 1 . The Village Administrator completes post the position that is available.
2. The Village Administrator creates questions to ask all candidates.
3. The Village Administrator creates an interview team.
4. The Village Administrator finds a candidate and informs the VB on the candidate and details regarding compensation in close session.



ITEM NAME:	Standardize Offer Letters
MEETING DATE:	2/21/24
PRESENTING COMMITTEE:	APC
COMMITTEE CONTACT:	Chris Voll
STAFF CONTACT:	Lisa Kerstner
PREPARED BY:	Lisa Kerstner

ISSUE: Each Department Head’s offer letter is different. This makes it difficult for payroll to know when there are changes along with seeming to be unfair to other Department Heads.

OBJECTIVES: Standardize some items in an offer letter.

ISSUE BACKGROUND/PREVIOUS ACTIONS: One offer letter had an automatic increase after ordination period (90-days). One was increase in wages after 6 months and positive evaluation. One had no increase. The other had an increase after 3 months and again after 6 months with positive evaluations (original offer letter was no increase). Some got 4 weeks front loaded vacation others got 3 weeks while others got 1 weeks. Some offer letters stated the Village will pay for \$40,000 of life insurance while others had nothing stated.

PROPOSAL: Create a standard offer letter so Department Heads are created a little more equal. Understanding that the offer letter is still be based off the individual’s skills and knowledge.

ADVANTAGES: Being equal and fair among Department Heads and having increases at the same time will help the Administrator and payroll keep track.

DISADVANTAGES: May need to change some items in order to get an employee.

RECOMMENDED ACTION: Create a standard offer letter indicating when increases in wages would be, how the uploaded vacation would be determined. Along with Holidays, PTO, Sick time, Insurance, WRS, Drug Test, etc.

OTHER OPTIONS CONSIDERED: Continue letting each Administrator create their own offer letter when a Department Head needs to be hired.

ATTACHMENTS (describe briefly): Example of offer letters

Simple Job Offer Letter

[Date]

[Candidate name]

[Street address]

[City, State ZIP]

Dear [name]:

After taking several qualified candidates through our interview process, we feel that you would make an excellent addition to the team. I am pleased to extend to you this official offer of employment for the position of [title] at [company].

Your employment will be subject to an introductory period of [weeks/months], during which time you and your supervisor will assess your performance and the appropriateness of your employment with our company. All employment at [company] is considered at-will employment.

You will begin your new position on [day, date, time]. You will be working in our [location] and will report to [manager and title]. Your compensation and benefits package will include the following:

- Annual base salary of [amount], pro-rated for [weeks/hours] worked, paid [biweekly, semimonthly, etc.] under [exempt/nonexempt] status.
- Bonus eligibility of up to [percent] of fiscal year earnings per the company employee bonus program for fiscal year [20XX].
- Medical and dental insurance per the company plan (eligible upon date of hire).
- 401(k) plan eligibility on the first of the month following six months of active employment (immediate vesting of matching funds).
- [Number] weeks paid vacation in accordance with the employee handbook.
- Sick time per the employee handbook.
- Paid holidays provided per our policy.

This offer of employment is contingent upon the successful completion of a pre-employment drug screening and background check. While we do not anticipate any concerns with either of these processes, should any findings not meet standards for employment, continuation of your employment will be jeopardized at that time.

On your first day, you will be required to present documents proving your identity and authorization to work in the United States to complete Form I-9. This is a requirement of the Department of Homeland Security. A list of acceptable documents is included with this letter for your reference.

Additionally, upon your acceptance and completion of hiring paperwork, you will be provided with the company's employee handbook. This document will provide further information regarding the company's policies, procedures, and benefits.

Simple Job Offer Letter

By signing this letter below, you acknowledge receipt and acceptance of our offer. The terms described in this letter replace all prior agreements and/or discussions pertaining to your offer of employment with [company].

We look forward to having you as part of the team. If you have any questions, do not hesitate to contact me.

Sincerely,

[Name]

[Title]

[enclosures]

Acknowledged and Accepted

Candidate signature: _____

Name (print): _____ Date: _____

At-Will Employment Offer Letter

[Date]

Dear [applicant]:

[Company] is pleased you have agreed to accept our offer of employment. As discussed, you will assume the position of [title] at [location], reporting directly to [manager]. This letter will serve to confirm our understanding of your acceptance of this position.

1. Your responsibilities will be those outlined in the enclosed job description and described to you during your discussions with [interviewer(s)].
2. During your employment with us, [company] will compensate you with a [weekly/biweekly/monthly] salary in the amount of \$[amount]. Your first [30/60/90] days of employment with [company] are considered an introductory period, and during that period you will not accrue any benefits described in the employee manual unless otherwise required by law. Completion of the introductory period does not guarantee continued employment for any specified time, nor does it require that a dismissal be based on cause.
3. As an employee of [company], you will be provided with a copy of the company's employee manual and insurance booklets which outline our personnel policies and benefits program. Please read these materials thoroughly and sign the acknowledgment of receipt. Any questions regarding company policy, benefits administration, or eligibility should be directed to [name/department].
4. As indicated on the job application you completed, your employment and compensation with [company] are *at-will*, meaning that either the employer or the employee can terminate the employment relationship at any time and for any reason. The terms of this offer letter, therefore, do not and are not intended to create either an express and/or implied contract of employment with [company]. No manager or representative of the company, other than the president, has authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the foregoing, and any promises to the contrary may only be relied upon by you if they are in writing and signed by the president of [company].
5. Our offer to hire you is contingent upon your submission of satisfactory proof of your identity and your legal authorization to work in the United States. If you fail to submit this proof, federal law prohibits us from hiring you.
6. Although your initial assignment is in [location], we may transfer you at the company's sole discretion.
7. We will expect you to begin work on [day/date/time] at [location].

At-Will Employment Offer Letter

[Applicant], if you agree with and accept the terms of this offer of at-will employment, please sign below and return this letter to our office. We are confident your employment with [company] will prove mutually beneficial, and we look forward to having you join us.

Sincerely,

Company representative title

Accepted by/date

Temporary Employment Offer

[Date]

[Name]

[Street address]

[City, State ZIP]

Dear [name],

On behalf of [company], I am pleased to offer you a position as [title]. As previously discussed, if you decide to join us, the terms of your employment will be as such:

- Responsibilities will include but not be limited to: [responsibilities]
- Reports to: [name, title]
- Department: [department name]
- Start date: [date]
- Anticipated end date: [date]
- Rate of pay: \$[amount] per [hour or biweekly/semimonthly salary], less applicable taxes and deductions
- Employment classification: [full-time/part-time] temporary and [exempt/nonexempt]

As a temporary employee you [are also/are not] entitled to participate in the company benefit programs we offer regular employees, including any of the paid time off programs such as vacation, sick leave, and holiday pay. All employees participate in the legally mandated benefit programs such as Social Security and workers' compensation.

The company is excited about your joining and looks forward to a beneficial and productive relationship. You should be aware that your employment with the company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that, in the event of resignation, you give the company at least two weeks' notice.

The company reserves the right to conduct background investigations and/or reference checks on all its potential employees. Your job offer is contingent upon a clearance of such a background investigation and/or reference check, if any. [Add if relevant: The offer described above is also contingent upon the results of your drug screening.]

For purposes of federal immigration law, you will be required to provide to the company documentary evidence of your identity and eligibility for employment in the United States, as indicated on the Form I-9. As a company employee, you will be expected to abide by the company's rules and standards. Specifically, you will be asked to sign an acknowledgment that you have read and that you understand the company's rules of conduct which are included in the company handbook.

Temporary Employment Offer

Enclosed are new-hire forms that are a condition of employment. Bring the completed forms on your first day. Included with this letter is also a copy of your job description. Review and sign the document, indicating that you can carry out the essential functions of the job, with or without accommodations.

To accept the company's offer, sign and date this letter in the space provided below. A duplicate original is enclosed for your records. This letter, along with any agreements relating to proprietary rights between you and the company, set forth the terms of your employment with the company and supersede any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. This letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by the president of the company and you.

This offer of employment will expire if it is not accepted, signed, and returned by [date].

Sincerely,

[Signature]

[Name and title]

I accept/decline (circle one) [company's] offer of employment. I understand that my employment with [company] is considered at will, meaning that either the company or I may terminate this employment relationship at any time with or without cause or notice.

Signature: _____ Name: _____ Date: _____

Employment Offer Letter with Contingencies

[Date]

[Name]

[Street]

[City, State ZIP]

Dear [employee],

On behalf of [company], I am pleased to offer you a position as [title]. If you decide to join us, the terms of your employment will be as such:

Responsibilities will include but are not limited to: [responsibilities]

Reports to: [name, title]

Monthly salary or hourly wage: \$[amount]

Employment classification: [full-time/part-time] and [exempt/nonexempt]

You will report to [manager] in [department]. We would like you to start work on [date]. A summary of your benefits is enclosed with this letter. If you have any questions, please contact [name] in [department].

We are excited about your joining and look forward to a beneficial and productive relationship. You should be aware that your employment with the company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that, in the event of resignation, you give the company at least two weeks' notice.

The company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such a background investigation and/or reference check, if any. [Add if relevant: The offer described above is contingent upon the results of your drug screening.]

For purposes of federal immigration law, you will be required to provide to the company documentary evidence of your identity and eligibility for employment in the United States. As a company employee, you will be expected to abide by the company's rules and standards. Specifically, you will be asked to sign an acknowledgment that you have read and that you understand the company's rules of conduct which are included in the company handbook.

Your employment is also contingent upon the following document(s) being completed, signed, and returned to [name] on your first day of work:

[List any other required forms or documents.]

Employment Offer Letter with Contingencies

To accept the company's offer, sign and date this letter in the space provided below. A duplicate original is enclosed for your records. This letter, along with any agreements relating to proprietary rights between you and the company, set forth the terms of your employment with the company and supersede any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews, or pre-employment negotiations, whether written or oral. This letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by the president of the company and you. This offer of employment will terminate if it is not accepted, signed, and returned by [date].

We look forward to hearing from you about this offer. Indicate your acceptance by signing below and returning a copy of the letter, with your original signature, to me no later than [date].

Sincerely,

[Company representative signature]
[Name]

I accept/decline (circle one) [company's] offer of employment. I understand that my employment with [company] is considered at will, meaning that either the company or I may terminate this employment relationship at any time with or without cause or notice.

Signature: _____ Name: _____ Date: _____

Expanded Job Offer Letter

[Date]

[Name]

[Address]

[City, State ZIP]

Dear [candidate],

It is my pleasure to extend the following offer of employment to you on behalf of [company]. This offer is contingent upon [passing our mandatory drug screen, our receipt of your college transcripts, background screen, employment check, or any other contingencies].

Your title: [title]

The position will report to: [name]

A job description is attached.

Base salary: Will be paid in [weekly, biweekly, bimonthly] installments of \$[amount], which is equivalent to \$[amount] annually, and subject to deductions for taxes and other withholdings as required by law or the policies of the company.

Bonus (or commission) potential: Effective upon satisfactory completion of the first 90 days of employment and based upon the goals and objectives agreed to in the performance development planning process with your manager, you may be eligible for a bonus. The bonus plan for this year and beyond, should such a plan exist, will be based on the formula determined by the company for that year.

Noncompete agreement: Our standard noncompete agreement must be signed before your start.

Benefits: The current, standard company health, life, disability, and dental insurance coverage are generally supplied per company policy. Eligibility for other benefits, including 401(k) and tuition reimbursement, will generally take place per company policy. Employee contribution amounts for benefit plans is determined annually.

Stock options: [include any options that may be available]

Vacation and personal emergency time off: Vacation is accrued at [number of hours] hours per pay period, which is equivalent to two weeks on an annual basis. Personal emergency days are generally accrued per company policy.

Expanded Job Offer Letter

Expenses: [detail any moving or other transition expenses the company will pay.]

Start date: [date]

Car/phone/travel expenses: Normal and reasonable expenses will be reimbursed monthly per company policy.

Your employment with [company] is at will and either party can terminate the relationship at any time with or without cause and with or without notice.

You acknowledge that this offer letter, along with the final form of any referenced documents, represents the entire agreement between you and [company] and that no verbal or written agreements, promises, or representations that are not specifically stated in this offer are or will be binding upon [company].

If you agree with the above outline, please sign below. This offer is in effect for five business days.

Candidate signature: _____

Name (print): _____ Date: _____

Company representative signature: _____

Name (print): _____ Date: _____



Date

Name

Address

Address

SENT VIA EMAIL-

Ms./Mr. Name-

The Village of Kronenwetter hereby offers you the position of Department Head for the Village of Kronenwetter, Wisconsin. The general terms of employment are as follows:

- Your start date will be (Date).
- Your starting salary will be \$00,000, and the Village will classify you as an overtime-exempt employee.
- Per employee handbook section 2.6, you will have a three-month orientation period. At the end of your orientation period, you will have a formal review with the Village Administrator with a potential increase in wage upon a positive evaluation.
- On (Date) the Village will grant you front loaded unearned vacation time of XX days (XXX hours) to use during the 20XX calendar year. Per policy, you will not be able to use that vacation time until you have completed three (3) full months of service. This vacation time is considered “use or lose” and must be used within 455 days of your start date. As a hiring incentive, you are being giving the option of cashing any or all of your XXX hours out.
- You will be granted 00 years of service on the vacation calendar which will earn you 0.00 hours of vacation per pay period beginning immediately. In 20XX and going forward, you follow the vacation schedule, as discussed in the Kronenwetter Employee Handbook under section 3.7.
- The Village will grant you the following days as paid holidays in 20XX; Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Eve Day. Going forward, you will follow the holiday schedule as detailed in the Village of Kronenwetter Employee handbook in section 3.5.
- On your start date, the Village will provide you with twenty-four (24) hours of personal time to use for 20XX. Going forward, you will accrue three new personal days at the start of the new calendar year.
- You will accumulate eight (8) hours of sick time hours for every full month of employment-completed, beginning with the completion of your first month of employment.
- The Village will offer you Health and Dental insurance, which currently requires you to pay 10% of the health and dental insurance premiums. Insurance is effective 8 weeks from the date of Hire. Cobra reimbursements will be processed upon a receipt and providing proof that the qualifying payment was made.
- The Village will offer you \$40,000 of Life insurance, and the Village will pay the entire premium for that coverage.

- The Village will contribute to the Wisconsin Retirement System, and you will be required to pay Employee's portion of the contribution, and this fluctuates from year to year.
- As with all other department head positions, this offer is contingent on your passing a standard 5-panel drug test and you providing the Village a copy of your education credentials. If there are any costs relating to the drug panel or you providing your educational credentials the Village will pay for those costs as part of your employment offer.

I am excited to offer you this position and look forward to working with you.

Sincerely,

Signature

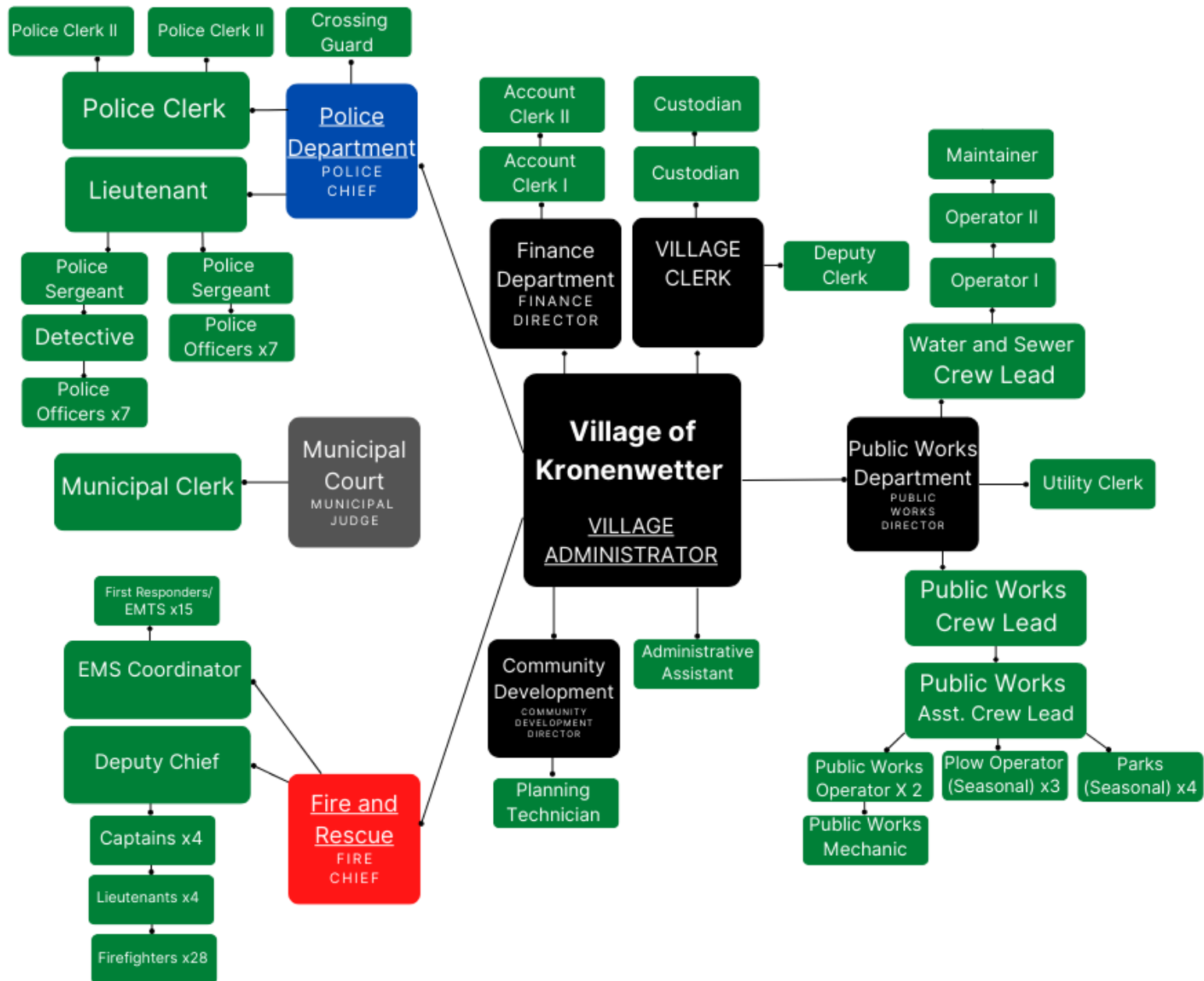
Administrator Name
Village Administrator


Acceptance:

I, (Name), hereby accept this offer of employment with the Village of Kronenwetter as the (Position) under the terms described herein and per Village policies and ordinances.

(Signature)

(Date)



POLICY ID: FIN-006		TITLE: Disposal of Surplus Public Property	
<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION EFFECTIVE DATE: Version 1: 03/26/2012 Version 2: 02/26/2019		APPROVED BY VILLAGE BOARD: _____ DATE: <u>2/26/19</u>  Village Clerk	
APPLIES TO:		<input checked="" type="checkbox"/> FLSA EXEMPT <input checked="" type="checkbox"/> FLSA NON-EXEMPT <input checked="" type="checkbox"/> REPRESENTED EMPLOYEES <input checked="" type="checkbox"/> Non-REPRESENTED EMPLOYEES	
<i>This policy applies to all Village of Kronenwetter employees in the categories checked in this section. Provisions within individual personal contracts or a collective bargaining agreement may supersede certain parts of this policy.</i>			

Purpose - It is in the best interest of the Village to control the method for disposal of the materials and property of the Village that are deemed to be no longer suitable or useful to the Village. This policy is being put in place to allow for their removal from the Fixed Asset registry and to ensure that any funds that are acquired through the disposal of the property can be properly accounted for within the accounting system.

Procedure - The procedure for disposal of surplus property shall be as follows:

1. When equipment is found to be no longer suitable or useful to the Village, the prevailing department head shall be notified. The department head will then send a list of these items to the Village clerk, the estimated value of the item, and the reason for their disposal.
2. The Village Clerk or his or her designee shall then place in resolution form the items to be disposed of and shall place the resolution on the agenda of the Village Board for action.
3. Once the Village Board has taken action to dispose of the items in question the prevailing department head shall then take one of the following actions:
 - a. In the case where the item still retains some value, the item shall be placed on a publicly available auction and the item shall be sold to the highest responsible bidder.
 - b. In the case where the items are in poor working order or damaged beyond repair they will be disposed of by recycling companies or waste management.
 - c. Items may also be donated or sold directly to other local government entities if approved by the Village Board.
 - d. Items that have a value of less than \$50, shall be disposed of by the Village Administrator after disposal is approved by the Village Board.
4. Monies from the sale of surplus property, including sales to individuals, recycling or waste management companies, will be turned into the Village Treasurer and be recorded as a miscellaneous income for the prevailing department.

Register February 2002 No. 554

Chapter Adm 11**SURPLUS STATE PROPERTY**

Adm 11.01	Authority.
Adm 11.02	Purpose.
Adm 11.03	Definitions.
Adm 11.04	Primary responsibility.
Adm 11.05	Declaration of surplus.
Adm 11.06	Methods of disposal.
Adm 11.07	Proceeds from disposal.

Adm 11.01 Authority. Section 16.72 (4) (b), Stats., authorizes the department to provide rules for the declaration and disposition of surplus state property.

History: Cr. Register, June, 1983, No. 330, eff. 7-1-83.

Adm 11.02 Purpose. The purposes of this chapter are as follows:

- (1) To ensure the regular disposal of state property.
- (2) To establish criteria for declaring state property as surplus.
- (3) To establish appropriate methods for disposing of surplus state property; and
- (4) To provide for the transfer of surplus state property to other agencies.

History: Cr. Register, June, 1983, No. 330, eff. 7-1-83.

Adm 11.03 Definitions.

- (1) "Department" means the department of administration.
- (2) "State property" means all materials, supplies, equipment and other property of a state agency, regardless of value, except real property.

History: Cr. Register, June, 1983, No. 330, eff. 7-1-83.

Adm 11.04 Primary responsibility.

- (1) The department shall approve declaration of and authorize disposal of all state property.
- (2) This primary responsibility may be delegated to agencies in writing by the department. Notice of delegation to each agency shall specify what types of state property are included.

History: Cr. Register, June, 1983, No. 330, eff. 7-1-83.

Adm 11.05 Declaration of surplus.

- (1) Each agency shall regularly inspect its state property to determine if any should be declared surplus. State property may be declared surplus for the following reasons:
 - (a) It is not needed by the agency to carry out program responsibilities in the foreseeable future;
 - (b) It is obsolete, broken or otherwise not useful to the agency in carrying out the program responsibilities.
 - (c) It is beyond the date specified for replacement on an established agency replacement schedule, or meets criteria established by the department for disposition; or
 - (d) It is no longer useable for its intended purpose.
- (2) Property may be declared surplus if any state agency reports the property as surplus on the prescribed form to the department. The declaration as surplus by the state agency shall be effective when approved by the department.

Note: Different forms are used for reporting state surplus property depending on the transaction. Copies of the current forms may be obtained by writing to the Department of Administration, Division of Agency Services, P.O. Box 7867, Madison, Wisconsin 53707.

History: Cr. Register, June, 1983, No. 330, eff. 7-1-83.

Adm 11.06 Methods of disposal. All surplus state property shall be disposed of by one of 7 methods.

- (1) Transfer or sale to another state agency. The department shall assist agencies in locating potential users of surplus state property.
- (2) Transfer or sale to a municipality, as defined in s. 66.0301 (1) (a), Stats., other than a state agency.
- (3) Sale to the public by one of 4 methods:
 - (a) Soliciting competitive bid offers from the public.
 - (b) Offering to the public at a fixed sale price established by the department by appraisal, market survey or other means.
 - (c) Offering to the public at the highest competitive price arrived at through public auctions.
 - (d) Arriving at a negotiated sale price which is determined by open documented negotiation, for example, blue book value.
- (4) Trade-in on replacement equipment.
- (5) Sale for salvage value.
- (6) Scrapping for no value or limited value.
- (7) Destruction when security or confidentiality is required, when disposition by any other method might be hazardous to the public, or when attempts to dispose of the property by all other methods have failed.

History: Cr. Register, June, 1983, No. 330, eff. 7-1-83; correction in (2) made under s. 13.93 (2m) (b) 7., Stats.

Adm 11.07 Proceeds from disposal.

- (1) Credit from the disposal of surplus state property, less handling and selling costs, shall be provided to the originating agency, pursuant to s. 16.72 (4) (b), Stats.
- (2) Agencies to which the sale or trade-in of surplus state property has been delegated, in s. Adm 11.04 (2), shall regularly report all proceeds to the department.

History: Cr. Register, June, 1983, No. 330, eff. 7-1-83.

§ 14-8. Meetings.

Each commission, board, and committee shall meet as necessary to perform its duties. A quorum of members shall be in attendance in order to conduct its business, exercise its powers, and for all other purposes. All meetings shall be held in compliance with the provisions of the Open Meeting Laws of the State of Wisconsin, and shall convene at the Kronenwetter Municipal Center, unless otherwise noticed. All meetings and actions shall be governed by Robert's Rules of Order.

(Ord. No. 10-04, 4-12-2010)

State law reference(s)—Wisconsin Open Meetings Law, Wis. Stats. §§ 19.81—19.98.

§ 14-9. Members as local public officials.

All members shall faithfully discharge their official duties to the best of their abilities, as provided in the oath of office, Wis. Stats. § 19.01, in accordance with, but not limited to, the provisions of the Wisconsin Statutes on: Public Records, §§ 19.21 to 19.39; Code of Ethics for Local Government Officials, §§ 19.42, 19.58 and 19.59; Open Meetings, §§ 19.81 to 19.89; Misconduct in Office, § 946.12; and Private Interests in Public Contracts, § 946.13. Commission, board, and committee members shall further perform their duties in a fair and rational manner and avoid arbitrary actions.

(Ord. No. 10-04, 4-12-2010)

§ 14-12. Compensation.

Citizen members shall receive a per diem amount for all posted meetings of said commission, board, or committee meeting the member attends regardless of the presence of a quorum. The amount is set from time to time by the village board. Participation in commissions, boards, and committees is considered part of the duties of a village board member, so no additional compensation shall occur.

(Ord. No. 10-04, 4-12-2010)

RESOLUTION NO. 2016-009

VILLAGE OF KRONENWETTER, MARATHON COUNTY
ADJUSTING STIPENDS OF COMMITTEE, COMMISSION AND BOARD CITIZEN MEMBERS

WHEREAS, the Village of Kronenwetter Village Board has deemed it to be in the public interest to compensate its Committee, Commission and Board citizen members fairly and equitably;

NOW THEREFORE, BE IT RESOLVED that the Village of Kronenwetter Village Board hereby establishes the following standards of pay pertaining to Committee, Commission and Board citizen members of the Village.

1. Pay shall be paid monthly.
2. Beginning on January 1st 2017, each non-elected citizen member of any Committee, Commission or Board shall be paid \$25 for each meeting that member shall attend.

Dated this 22nd Day of March 2017

VILLAGE OF KRONENWETTER, VILLAGE BOARD


Chris Voll, Village President

ATTEST:


Cindra Falkowski, Village Clerk

Adopted: March 22, 2016
Effective: January 1, 2017
Posted: March 23, 2016



Report to Administrative Policy Committee (APC)

Agenda Item: Marathon County Solid Waste Department Agreement Renewal

Meeting Date: February 20, 2024

Referring Body: Administrative Policy Committee (APC)

Committee Contact: Chris Voll, Chair

Staff Contact: Leonard Ludi, Village Administrator
Lisa Kerstner, CFO/Treasure

Report Prepared by: Leonard Ludi, Village Administrator

OBJECTIVE(S): Renewal agreement with Marathon County Solid Waste Department to the end of 2024.

HISTORY/BACKGROUND: The Village of Kronenwetter provides coordinated services for its residents for the collection and disposal of municipal solid waste. The last M.O.U with the Marathon County Solid Waste Department was executed in October of 2014 for a 5-year term ending I 2019, with an option to renegotiate for an additional 5 years.

Due to turnover at the Marathon County Solid Waste Department, no other executed agreement from the pass Director was found and a new agreement we development base on a draft agreement found in each of our files. Hence this new agreement is aligned with the 5-year cycle expiration of Dec 31 2024. The cycle period mirrors the due date to bid out the haulers contract at the end of 2024.

PROPOSAL: Authorize the execution of the Renewal agreement with Marathon County Solid Waste Department to the end of 2024.

RECOMMENDED ACTION: Authorize the execution of the Renewal agreement with Marathon County Solid Waste Department to the end of 2024.

FINANCIAL

Financial Consideration/Action: Solid Waste Collection Expense

FUNDING SOURCE: 100-53000-620-320

Account Number/Title: #100-53000-620-320
Current Adopted Budget: \$ 350,000.00
Spent to Date: \$ 5,370.90
Remaining Budget: \$ 344, 629.10
Requested Amount: \$
Remainder of Budgeted Amount, if approved:

ATTACHMENTS:



**Agreement Between
Marathon County Solid Waste Department &
Village of Kronenwetter, Marathon County, WI for
Preferred Disposal Rate**

WHEREAS Marathon County Government serves people by leading, coordinating, and providing county, regional, and statewide initiatives. It directly or in cooperation with other public and private partners provides services and creates opportunities that make Marathon County and the surrounding area a preferred place to live, work, visit, and do business, and;

WHEREAS Marathon County Government leads by providing high quality infrastructure and integrated services and by developing trusting, collaborative relationships among diverse partners, and;

WHEREAS Marathon County Solid Waste Department has a mission to provide the residents, businesses and organizations of Marathon County with a cost effective, comprehensive integrated waste management system that serves as the foundation for economic development, while protecting and preserving the county’s environment, and;

WHEREAS, the Marathon County Solid Waste Department owns and operates a sanitary landfill as a part of its integrated solid waste management system, charges a fee for disposal and seeks to garner adequate waste tonnage to ensure its economic viability, and;

WHEREAS, the Village of Kronenwetter faces increasing budgetary burdens as demand for services increase and sources of revenue decrease, and;

WHEREAS, the Village of Kronenwetter provides coordinated services for its residents for the collection and disposal of municipal solid waste and as a result, seek affordable costs for both services.

NOW THEREFORE, in consideration of the above premises and the mutual understanding of the parties as described in this Agreement, the parties agree as follows:

Definitions:

- 1) Garbage. Discarded materials resulting from the handling, processing, storage and consumption of food.
- 2) Municipal solid waste. All materials produced from household and community life, subject to decomposition, not defined as sewage, including garbage.
- 3) Marathon County Landfill. Bluebird Ridge Recycling and Disposal Facility, Ringle WI.
- 4) Marathon County Municipalities. Any of the 62 municipalities of Marathon County

Rate:

The 2024 tipping rate for municipal solid waste offered by the Marathon County Solid Waste Department to the Village of Kronenwetter is \$36.26 per ton, a thirty-seven-point four percent (37.4%) discount over gate rate of \$58.00 per ton. This rate will be adjusted to reflect any new state or federal taxes or fees and will be implemented on the date indicated in statute. Additionally, the above noted rate will be adjusted annually to reflect any increases in inflation. The inflationary standard shall be the Chained-Consumer Product Index (C-CPI) and shall be reported to the municipality on or before the first day of September and shall take effect on the first day of January of the subsequent year.



**Agreement Between
Marathon County Solid Waste Department &
Village of Kronenwetter, Marathon County, WI for
Preferred Disposal Rate**

Term:

This Agreement shall remain in effect from January 1, 2024 until December 31, 2024.

Roles & Responsibilities

The Marathon County Solid Waste Department

- 1) Shall comply with all federal, state and local laws, rules and ordinances.
- 2) Shall operate its landfill in compliance with all local, state and federal laws and regulations and keep its landfill open for receipt of municipal solid waste from Marathon County municipalities.
- 3) Shall offer the annually adjusted price of this Agreement for a term of one year.
- 4) Shall continue to serve the Marathon County municipalities and its citizens by investing its earnings back into community programming and services.

The Village of Kronenwetter

- 1) Shall comply with all federal, state and local laws, rules and ordinances
- 2) Shall conduct its own, or contract for, residential waste collection services according to its individual needs and to meet any state or federal laws or regulations
- 3) Shall conduct its Effective Recycling Program as part of its Responsible Unit of Recycling
- 4) Shall consign for its waste tonnage generated as a part of its residential waste collection services, regardless of hauler, to the Marathon County Solid Waste Department landfills

We, the undersigned have read and agree with this Agreement and approve it by the signature below.

For the Marathon County Solid Waste Dept.

For the Village of Kronenwetter

By _____
Meleesa Johnson, Director

By _____

Date _____

Date _____

HOURS OF WORK

2.10 Individual employee work hours may vary based on scheduling needs and services provided. Your Department Head will tell you when your work schedule will normally begin and end.

A workday will include two fifteen (15) minute paid rest breaks and a thirty (30) minute unpaid lunch break for each regular full-time non-exempt employee who works at least eight (8) hours a day. Lunch and rest break schedules will be set by your immediate Supervisor and may differ by department. Skipping paid rest breaks will not shorten your workday. Unpaid lunch breaks must be documented on employee time sheets.

You must “clock out” by indicating on your time sheet that you are taking an unpaid lunch period any time you leave the Village premises or work site for personal reasons and must then “clock in” upon return. You must make arrangements with your supervisor before taking a nonscheduled break.

Due to the nature of Village services, the normal workday and operating schedule may vary considerably from department to department. The Village retains the right to restructure an employee’s workday or work schedule for the purpose of promoting efficient operations and a high level of customer service.

The Municipal Center will typically be open and available to residents from 8 a.m. to 4:30 p.m. daily and personnel will be scheduled to cover those hours. Except in unavoidable circumstances, at least one Department Head or the Administrator must be present in the Municipal Center during normal business hours.

PERSONAL DATA CHANGES

2.11 It is your responsibility to notify the Village Clerk of any changes in personal information. If any of the following information changes, please report it to the Village Clerk within thirty (30) days of change:

- Name
- Home Mailing Address
- Telephone Number
- Marital Status
- Number and Names of Dependents
- Number of Tax Exemptions
- Insurance Classification
- Emergency Contacts
- Educational Accomplishments
- Beneficiary Changes

Please don’t assume that we “just know” when these changes occur. Failure to keep us advised of personal data changes may have a significant impact on your benefits and our ability to contact you or a family member in the event of an emergency.