



REVISED VILLAGE BOARD MEETING AGENDA

July 14, 2025 at 6:00 PM

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

1. CALL MEETING TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. PUBLIC COMMENT

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

3. REPORTS FROM STAFF AND VENDORS

- C. Police Chief Report
- D. Fire Chief Report
- E. Interim Finance Director Report
- F. Village President Report - Additional Assigned Duties
- G. General Legal Expenditures

4. CONSENT AGENDA - DISCUSSION AND POSSIBLE ACTION

- H. Operator (Bartender) License – Amber Spatz
- I. June 23, 2025 Village Board Meeting Minutes

5. OLD BUSINESS - DISCUSSION AND POSSIBLE ACTION

- J. Assignment of Functions and Duties of Administrator During Absence of an Administrator

6. NEW BUSINESS - DISCUSSION AND POSSIBLE ACTION

- K. Budget Timeline (APC)
- L. Harter's Contract Renewal (CLIPP, APC)
- M. Review of 2025 Budget Publication Errors Published November 11, 2024
- N. Review of 2023 TID Report Errors
- O. Refer John Jacobs Employment Status to APC
- P. Core Samples of Maple Ridge Roads (CLIPP)
- Q. Riverside/Kronenwetter Fire Departments' Relationship
- R. Utility Analysis from Ehlers

7. REVIEW AND DISCUSSION OF JULY 28, 2025 VB AGENDA ACTION ITEMS

- S. Discontinuation of Fluoridation in Village Water (CLIPP)
- T. Proposed Changes to § 520-121. - Conditional Use Permits (PC)
- U. Proposed Changes to § 520-124. - Site Plan Procedures (PC)
- V. Von Briesen Report

8. PREVIOUS MEETING MINUTES FROM COMMISSIONS AND COMMITTEES

- W. June 9, 2025 CLIPP Committee Meeting Minutes

9. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

10. ADJOURNMENT

NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request service, contact the clerk's office, 1582 Kronenwetter Drive, WI 54455 (715)-692-1728

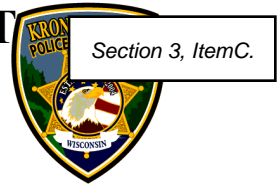
Posted: 07/11/2025 Kronenwetter Municipal Center and _

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



KRONENWETTER POLICE DEPARTMENT

Office of the Chief of Police Executive Summary for July 2025 Village Board



TO: VILLAGE BOARD MEMBERS

DEPARTMENT ACTIVITY SUMMARY – In June, we handled 549 total calls for service. Some highlights included the following:

- Three arrests for OWI, all first offense. One was the result of a traffic stop, one resulted from an ATL (attempt to locate) and one was a subject passed out in his vehicle at the Village Crossing gas station.
- DV related cases included a subject who was referred to the DA for Interference with Child Custody and another who was referred to the DA for violating a DV restraining order.
- A pair of disturbance calls, one for a fracas at a local bar and grill and a second for a subject who received a citation for disorderly conduct with a motor vehicle.
- Two drug cases, one for possession of methamphetamine along with four counts of bail jumping, and another for possession of THC.
- Three agency assists:
 - One for the WI State Patrol, who had a subject in mental crisis acting bizarrely and threatening to kill officers as he stood in traffic on I-39. Officers had to shut down the highway during this incident until the subject could be safely taken into custody.
 - One assist for Mountain Bay PD after a subject (same one in the WI State Patrol incident but about a week later)) broke free from officers inside a hospital and barricaded himself in a room. The emergency room had to be shut down/re-routed, and the Sheriff's Office Crisis Negotiation Team was called in. The subject did not comply and was eventually tased by law enforcement (not KPD) and taken into custody. This subject later punched the transporting officer in the head upon arrival at a mental health facility.
 - One assist for Mosinee PD to assist in taking an uncooperative and combative subject into custody at the Piggly Wiggly.
- Two arrests at the request of Probation and Parole.
- One underage subject who repeatedly tried to buy alcohol at a local business was given an official trespass notification and a citation for attempting to procure alcohol.
- A physical abuse to child investigation that we have set up for a forensic interview at the CAC (Child Advocacy Center).
- A sexual assault of a child case that we have set up for a forensic interview at the CAC.

DEPARTMENT PERSONNEL ISSUES & STATUS –

In addition to the cases listed above, we have been working on a very serious investigation for more than three weeks that could turn into a homicide. We called in most of the department on the night of the incident and kept a couple of officers in reserve for the following day's work. Officers have come in on short notice, come in on days off and vacation days, and stayed late to investigate this case. Needless to say, there's an incredible amount of work that's been done already and continues to be done every day. Officers have been focusing on this case and many other things have had to be prioritized.

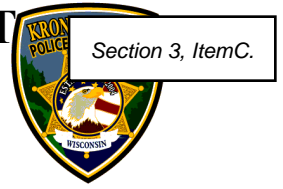
Lastly, we had an officer resignation recently, so we are down one spot and in a hiring process. The hiring process closes in the third week of July, and we hope to start interviews very shortly afterwards. At the same time, we have an officer moving to light duty near the end of the month, so our staffing levels will be severely hampered for the second half of the year.



KRONENWETTER POLICE DEPARTMENT

Office of the Chief of Police

Executive Summary for July 2025 Village Board



This means we will work patrol with just three people scheduled per day: a day officer, an afternoon officer, and a night officer. Bear in mind that the danger of this scenario is that any time one person takes a vacation, is sick, has training, etc. we are down to hard minimums, meaning we have a 5am-5pm car and a 5pm-5am car. Having one officer on duty for a Village of over 8500 people and 52 square miles is not a good scenario. We already have 39 days of hard minimums on the schedule for the remainder of the year and officers still have vacation to use, meaning that number will only increase unless we get part time to help.

CURRENT GRANTS AND EQUIPMENT — Our new squad car is back from the installer. There was a minor hiccup that they're going to fix, but the squad is useable as it.

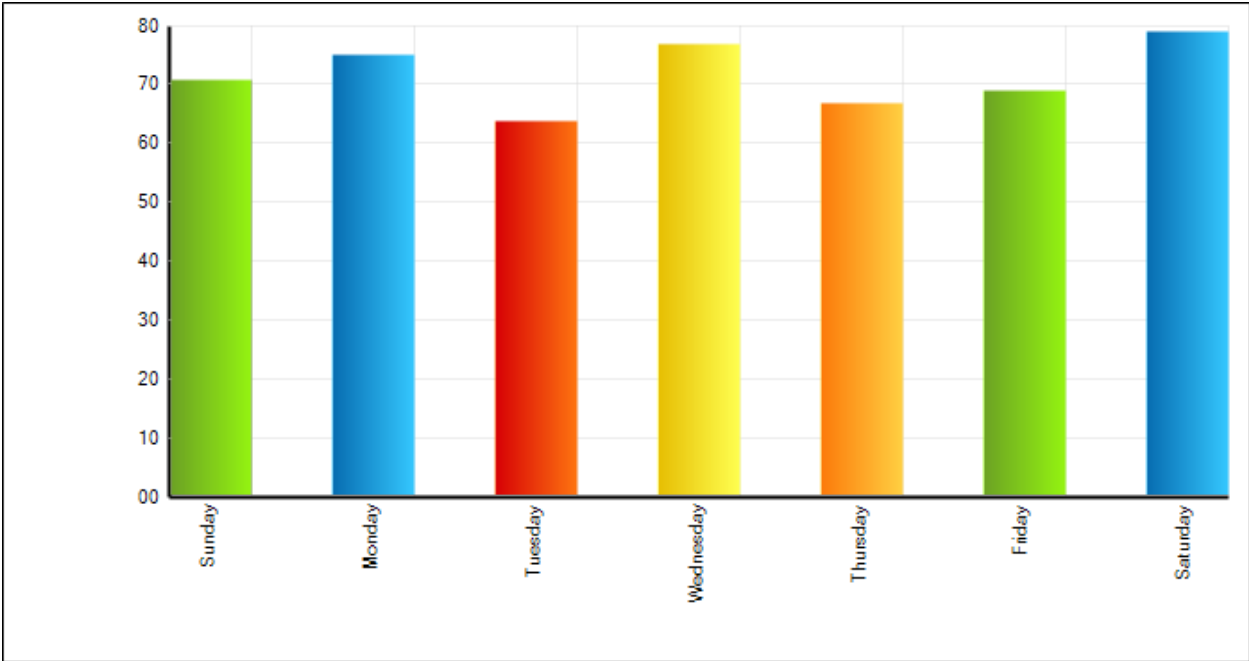
June 2025 Calls for Service Info

Events by Nature Code by Agency

KP	911 HANG UP	8
	ALARMS	4
	ANIMAL COMPLAINT	4
	BUSINESS SECURITY CHECK	47
	CIVIL COMPLAINT	11
	CRIMINAL DAMAGE TO PROPERTY	2
	CRIMINAL MISCELLANEOUS	13
	DISABLED VEHICLE	11
	EXPLOSIVE EVENT	1
	EXTRA PATROL	52
	FAMILY DISTURBANCE	3
	FIELD INTERVIEW	3
	FIGHT	1
	FINGERPRINTING	3
	FOLLOW-UP INVESTIGATION	39
	FRAUD COMPLAINT	2
	JUVENILE ATL	3
	JUVENILE DISTURBANCE	2
	LOST AND FOUND	1
	MENTAL SUBJECT	3
	OVERNIGHT PARKING	2
	PARKING MISCELLANEOUS	2
	PROCESS SERVICE	2
	SCHOOL WALK THROUGH	4
	SERVICE MISCELLANEOUS	98
	SUSPICIOUS ACTIVITY	8
	TRAFFIC HAZARD	9
	TRAFFIC MISCELLANEOUS	12
	TRAFFIC STOP	77
	VEHICLE LOCKOUT	3
	WARRANT SERVICE	2
	WELFARE CHECK	9
	TRAFFIC CRASH - INJURY	1
	TRAFFIC CRASH PDO	10
	STRUCTURE FIRE	1
	UTILITY FIRE CALL	2
	DEAD ANIMAL	6
	COMMUNITY RELATIONS ACT	2
	SPECIAL INVESTIGATIONS INFO	1
	TELEPHONE MESSAGE	10
	VEHICLE ATL	9
	MEDICAL EMERGENCY	19

June 2025 Calls for Service Info

Calls by Day of the Week



Summons/Citations Charge Summary

Agency: KRONENWETTER PD, Date Range: 06/01/2025

Charges	Count
ADULT PROCURING ALCOHOL FOR	1
DISPLAY UNAUTH. VEH. REGISTRATION	1
DRIVING WRONG WAY ON DIVIDED	1
EXCEEDING SPEED ZONES, ETC. (11-15 MPH)	4
EXCEEDING SPEED ZONES, ETC. (16-19 MPH)	2
EXCEEDING SPEED ZONES, ETC. (20-24 MPH)	1
EXCEEDING SPEED ZONES/POSTED LIMITS	2
FAILURE OF OCCUPANT TO NOTIFY POLICE	1
KNOWINGLY OPERATE WITHOUT LICENSE	1
KNOWINGLY OPERATE WITHOUT LICENSE	1
NON-REGISTRATION OF AUTO, ETC	3
OPERATE AFTER REV/SUSP OF	1
OPERATE MOTOR VEHICLE W/O PROOF OF	2
OPERATE W/O VALID LICENSE	1
OPERATE W/O VALID LICENSE (3RD+ W/IN	1
OPERATING A MOTOR VEHICLE W/O	1
OPERATING W/PAC (1ST)	1
OPERATING WHILE REVOKED (REV DUE TO	1
OPERATING WHILE SUSPENDED	2
OPERATING WHILE UNDER THE INFLUENCE	1
OPERATING WHILE UNDER THE INFLUENCE	2
POSSESS OPEN INTOXICANTS IN MV	1
POSSESSION OF THC	2
SPEEDING ON CITY HIGHWAY (25-29 MPH)	1
TRESPASS TO LAND	1
UNDERAGE DRINKING-PROCURES	1
Total:	37

KRONENWETTER FIRE DEPARTMENT MAY 2025

Training:

FIRE: 5/5/2025 – Hose Testing
5/12/2025 – Hose Testing
5/19/2025 – Hose Testing/Station Drills
EMS: 5/08/2025 – Airways/Oxygen Management
5/22/2025 – Bike/Walk Event – Blood Pressure Checks

Fire Calls:

May Fire Calls – 1 Grass Fire, 1 Car Accident, 1 Weather related power line, 1 Smoke Odor

EMS Calls and Updates:

April EMS Calls – 37 – YTD 182 as of 5/31/2025

Vehicle/Equipment Updates:

Annual Vehicle Oil Changes/DOT inspections started
SCBA Air Pack repairs
Engine 1 and Truck 1 Pump Testing

Staffing:

At end of April 2025 - 33 members
4 Members completed WI State Fire 1 Certification
6 Members completed WI State Fire 2 Certification

Past and Upcoming training and events:

Bike and Walk Event – kids bike obstacle course
Pool Fills for local residents

Opportunities

Signed members up for National Volunteer Fire Council – this opens numerous grant opportunities as well as free trainings – both for in house and online

KRONENWETTER FIRE DEPARTMENT					
MAY 2025					
TOTAL FIRE EMERGENCY CALLS ENDING 05/31/2025					
	Village	Guenther	Mutual Aid	Monthly Total	Year To Date
Vehicle Accidents	1			1	8
Chimney Fire					0
Grass/Brush Fire			1	1	2
Structure Fire					6
Weather	1			1	2
CO/Gas/Alarms					10
Car Fire					0
Other	1			1	1
Cancelled calls					2
Total Calls	3	0	1	4	31
Mutual Aid Received				0	4
Mutual Aid Given/Dispatched	1			1	8
First Responder Calls	37	N/A	N/A	37	182
				Monthly	Year To Date
Engine 1				1	20
Truck 1				0	3
Tanker 2				1	3
Rescue 6				1	9
Brush 1				1	2
Car 2				0	5
UTV				1	2





REPORT TO VILLAGE BOARD and APC

ITEM NAME: Finance/Treasurer Office Update: Comparative Internal Financial Statements for Year-to-Date thru 3/31/2025 and 3/31/2024

PREPARED BY: John Jacobs, Interim Finance Director

DATE PREPARED: 7/11/2025

I have compiled the Comparative Internal Financial Statements for Year-to-Date (YTD) thru 3/31/2025 and 3/31/2024 for all Village Funds, for both the Village Board and APC meetings scheduled for 7/14/2025 and 7/22/2025.

The General Fund reports were previously distributed and discussed at the previous Village Board meeting of 6/23/2025. I have included those reports here with all other funds, so that the first quarter 2025/2024 financial reports are all now in a single packet for posting on our website at this point. The first APC meeting packet in July will also include the remainder of the first quarter YTD reports.

In addition, my goal is to distribute the second quarter 2025/2024 financial reports to the Village Board for the 7/28/2025 meeting. At that point, I feel that I will be caught up with all financial reporting responsibilities for the Village year-to-date, after being employed by the Village in my first 6-months. Then, we will be able to use good 2024 audited data and accurate 6-month YTD data for 2025 to “launch” into the 2026 upcoming budget cycle.

I will provide several highlights here for you for the General Fund, Water & Sewer Utility Funds, and Debt Service Fund financial statements that I have included with this meeting packet.

General Fund:

- 3/31/2025 Revenues over Expenditures = \$1,848,593
- 3/31/2024 Revenues over Expenditures = \$1,925,174
- Therefore, the 2025 budget “surplus” as of 3/31/2025 is running about 96% of where the 2024 budget “surplus” was tracking at the same time compared to last year.
- 3/31/2025 Revenues = \$2,738,212 (or 48.34% of budgeted revenues YTD)
- 3/31/2024 Revenues = \$2,977,985
- Therefore, the 2025 revenues are tracking at 92% of where the 2024 revenues were a year ago.
- 3/31/2025 Expenditures = \$889,619 (or 15.71% of budgeted expenditures YTD); remember that we are already at 25% of the year completed. So, this number is tracking in a good 😊 direction at this time. But, remember that the Parks Department and Street Surface Maintenance budgets do not typically get spent until the 2nd and 3rd quarters of the year.
- 3/31/2024 Expenditures = \$1,052,811
- Therefore, the 2025 expenditures are tracking at 85% of where the 2024 expenditures were a year ago. This 2025 YTD % is also looking favorable 😊, when compared to the 2024 budget after 3 months of the year completed.

Water Utility Fund:

- 3/31/2025 Revenues over Expenses = \$99,741
- 3/31/2024 Revenues (under) Expenses = (\$106,088) Deficit
- Therefore, the 2025 fund balance will have ADDED \$99,741 to the Water Utility fund balance as of 3/31/2025.
- No capital costs are recorded as “expenses” in the Water Utility Fund for 2025. Rather, all capital costs are “capitalized” as an Asset, and will be depreciated over the useful life of the capital asset.
- The Village utilized \$3,158,591 of the Safe Drinking Water Loan Program (out of a maximum of \$3,385,500) as of 3/31/2025. The remaining balance of \$226,909 will be utilized during second quarter 2025. The Village paid no interest of during 1st quarter 2025 on this loan in 2024. Principal payments will begin annually starting on 5/01/2025.
- The 2025 budget had been set with a budgetary surplus = \$147,879

Sewer Utility Fund:

- 3/31/2025 Revenues over Expenses = \$187,149
- 3/31/2024 Revenues over Expenses = \$14,393
- Therefore, the 2025 fund balance will have ADDED \$187,149 to the Sewer Utility fund balance as of 3/31/2025.
- No capital costs are recorded as “expenses” in the Sewer Utility Fund for 2025. Rather, all capital costs are “capitalized” as an Asset, and will be depreciated over the useful life of the capital asset.
- The Rib Mt Sewerage District expenses for first quarter 2025 = \$68,629, as compared to \$78,746 for first quarter 2024.
- There presently is no debt in the Sewer Utility Fund as of 3/31/2025.
- The 2025 budget had been set with a budgetary deficit = (\$470,458).

Debt Service Fund:

- 3/31/2025 Revenues over Expenditures = \$414,169
- 3/31/2024 Revenues (under) Expenditures = (\$475,490) deficit
- Therefore, the 2025 fund balance will have ADDED \$414,169 to the Debt Service fund balance as of 3/31/2025.
- 3/31/2025 Total Fund Balance = \$538,088
 - Of this balance, the restricted 2024 bond premium (\$73,679) will be applied towards the 2026 budget (so the debt service tax levy can be reduced by \$73,679 in the 2026 budget).
 - Of this balance, there will be \$540,025 in debt service payments yet to be made between Apr-Dec 2025 this year.

Schedule of Debt Outstanding:

- 3/31/2025 Total Debt Outstanding = \$18,095,089
- 3/31/2025 Total General Obligation Debt Outstanding (funded by Tax Levy) = \$13,366,498
- 3/31/2025 General Obligation Debt: Allowable Debt Capacity Used = 27.72%

VILLAGE OF KRONENWETTER

Comparative Internal Financial Statements for Year-to-Date Ended March 31, 2025 and 2024

General Fund:

- General Fund – Summary
- General Fund – Revenues
- General Fund – Expenditures
- General Fund – 2025 Budget vs. Actual Detail thru 3/31/2025

Special Revenue Funds:

- Municipal Court Fund – Summary
- Park Fund – Summary
- Fire Department Donations Fund – Summary
- 2% Fire Dues Fund – Summary
- EMS Grants Fund – Summary

Capital Projects Funds:

- Tax Increment District (TID) #1 Fund – Summary
- Tax Increment District (TID) #2 Fund – Summary
- Tax Increment District (TID) #3 Fund – Summary
- Tax Increment District (TID) #4 Fund – Summary
- Capital Projects Fund – Summary
- Equipment Replacement Fund - Summary

Enterprise Funds:

- Water Utility Fund – Summary
- Sewer Utility Fund – Summary

Debt Service Fund:

- Debt Service Fund – Summary
- Schedule of Debt Outstanding – as of 3/31/2025

Cash & Investments:

- **Schedule of Cash & Investments** – (to be included in 6/30/2025 Second Quarter packet, and distributed for 7/28/2025 meeting)

VILLAGE OF KRONENWETTER
General Fund Summary
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

Section 3, Item E.

	3/31/2025	2025	2025	2025 Budget	
REVENUES:	YTD Actual	Original	Amended	Variance -	3/31/2024
		Budget	Budget	Positive	YTD Actual
				(Negative)	
Taxes	\$ 1,972,506	\$ 2,245,703	\$ 1,980,170	\$ (7,664)	\$ 1,659,727
Intergovernmental	95,848	2,811,478	2,811,478	(2,715,630)	88,807
Licenses, Permits, and Other	15,373	128,775	128,775	(113,402)	31,888
Fines & Forfeitures	14,009	36,000	36,000	(21,991)	9,174
Public Charges for Services	537,012	540,100	540,100	(3,088)	528,318
Intergovernmental Charges for Services	-	7,600	7,600	(7,600)	-
Miscellaneous	103,464	160,200	160,200	(56,736)	79,468
Other Financing Sources	-	-	-	-	580,603
TOTAL REVENUES	\$ 2,738,212	\$ 5,929,856	\$ 5,664,323	\$ (2,926,111)	\$ 2,977,985
EXPENDITURES:					
General Government	\$ 147,117	\$ 1,078,488	\$ 1,058,488	\$ 911,371	\$ 218,091
Public Safety	415,977	2,128,152	2,128,152	1,712,175	460,087
Public Works	291,181	2,229,560	2,084,560	1,793,379	334,055
Health & Human Services	2,725	5,000	5,000	2,275	-
Culture & Recreation	636	115,454	115,454	114,818	6,865
Conservation & Development	31,983	216,885	216,885	184,902	33,713
Debt Service	-	34,000	34,000	34,000	-
Other Financing Uses	-	122,317	21,784	21,784	-
TOTAL EXPENDITURES	\$ 889,619	\$ 5,929,856	\$ 5,664,323	\$ 4,774,704	\$ 1,052,811
NET CHANGE IN FUND BALANCE	\$ 1,848,593	\$ -	\$ -	\$ 1,848,593	\$ 1,925,174

Fund Balance - January 1, 2025:

<u>Nonspendable:</u>		1/01/2024
Inventories & Prepaid Items	\$ 137,966	\$ 111,765
Advance to TID #1	2,660,182	2,551,634
<u>Assigned:</u>		
Subsequent year's budget	-	402,438
Carryover funds	-	178,166
<u>Unassigned</u>	1,015,286	182,212
Total Fund Balance - January 1st	\$ 3,813,434	\$ 3,426,215

Fund Balance - March 31, 2025:

<u>Nonspendable:</u>		12/31/2024
Inventories & Prepaid Items		\$ 137,966
Advance to TID #1		2,660,182
<u>Assigned:</u>		
Subsequent year's budget		-
Carryover funds		-
Unassigned	1,015,286	1,015,286
Total Fund Balance - March 31st	\$ 3,813,434	\$ 3,813,434

Current Year's Annual Budget	\$ 5,703,006
Actual Village's Unassigned	17.1
General Fund Balance %	13

VILLAGE OF KRONENWETTER
General Fund Revenues
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

Section 3, Item E.

REVENUES:	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
<u>Taxes:</u>					
General Property Taxes	\$ 1,940,585	\$ 2,206,115	\$ 1,940,582	\$ 3	\$ 1,655,461
Mobile Home Taxes	1,484	8,588	8,588	(7,104)	4,266
Managed Forest Land Taxes	30,437	31,000	31,000	(563)	-
Interest & Penalties on Taxes	-	-	-	-	-
Total Taxes	<u>\$ 1,972,506</u>	<u>\$ 2,245,703</u>	<u>\$ 1,980,170</u>	<u>\$ (7,664)</u>	<u>\$ 1,659,727</u>
<u>Intergovernmental:</u>					
State Shared Revenues	\$ -	\$ 473,153	\$ 473,153	\$ (473,153)	\$ -
Environmental Impact Fees	-	34,627	34,627	(34,627)	-
Shared Taxes-Weston 4	-	1,623,580	1,623,580	(1,623,580)	-
Shared Taxes-Magellan Term.	-	-	-	-	-
Shared Taxes-Weston Rice Plant	-	256,000	256,000	(256,000)	-
Highway Aids	84,721	327,331	327,331	(242,610)	81,845
Recycling Grant	-	28,500	28,500	(28,500)	-
Computer Aids	-	404	404	(404)	-
Personal Property State Aids	-	20,504	20,504	(20,504)	-
Law Enforcement Grants	-	-	-	-	-
Fire Department Grants	-	-	-	-	-
Election Service Aids	-	-	-	-	-
Forest Crop & Severance Taxes	-	3,800	3,800	(3,800)	-
County Bridge Aids	-	-	-	-	-
County Timber Sales	11,127	11,500	11,500	(373)	6,962
All Other Governmental	-	32,079	32,079	(32,079)	-
Total Intergovernmental	<u>\$ 95,848</u>	<u>\$ 2,811,478</u>	<u>\$ 2,811,478</u>	<u>\$ (2,715,630)</u>	<u>\$ 88,807</u>
<u>Licenses, Permits, and Other:</u>					
<u>Licenses:</u>					
Occupational Licenses	\$ 245	\$ 3,400	\$ 3,400	\$ (3,155)	\$ 173
Dog Licenses	5,431	2,275	2,275	3,156	2,400
Cable Franchise Fees	-	71,000	71,000	(71,000)	17,511
<u>Permits:</u>					
Building Permits	4,102	45,000	45,000	(40,898)	6,299
Excavating/Mining Permits	2,349	500	500	1,849	500
Plat Reviews	2,066	3,000	3,000	(934)	2,652
<u>Other:</u>					
Other Licenses/Permits	680	1,900	1,900	(1,220)	1,103
Other Regulatory Fees	500	1,700	1,700	(1,200)	1,250
Total Licenses, Permits, and Other	<u>\$ 15,373</u>	<u>\$ 128,775</u>	<u>\$ 128,775</u>	<u>\$ (113,402)</u>	<u>\$ 31,888</u>
<u>Fines & Forfeitures:</u>					
Court Fines & Penalties	\$ 14,009	\$ 36,000	\$ 36,000	\$ (21,991)	\$ 9,174
Total Fines & Forfeitures	<u>\$ 14,009</u>	<u>\$ 36,000</u>	<u>\$ 36,000</u>	<u>\$ (21,991)</u>	<u>\$ 9,174</u>
<u>Public Charges for Services:</u>					
Public Records/Special Assessment Searches	\$ 735	\$ -	\$ -	\$ 735	\$ 805
Public Safety	175	100	100	75	30
Fire Department	-	2,500	2,500	(2,500)	-
Streets	-	7,500	7,500	(7,500)	-
Garbage/Refuse/Recycling	536,102	530,000	530,000	6,102	527,483
Total Public Charges for Services	<u>\$ 537,012</u>	<u>\$ 540,100</u>	<u>\$ 540,100</u>	<u>\$ (3,088)</u>	<u>\$ 528,318</u>

VILLAGE OF KRONENWETTER
General Fund Revenues
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

Section 3, Item E.

REVENUES:	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
<u>Intergovernmental Charges for Services:</u>					
Crossing Guard	\$ -	\$ 2,500	\$ 2,500	\$ (2,500)	\$ -
Fire Protection	-	5,100	5,100	(5,100)	-
Total Intergovernmental Charges for Services	\$ -	\$ 7,600	\$ 7,600	\$ (7,600)	\$ -
<u>Miscellaneous:</u>					
Interest Income	\$ 97,708	\$ 130,000	\$ 130,000	\$ (32,292)	\$ 64,231
Rent of Village Property	3,080	10,600	10,600	(7,520)	3,290
Sales of Materials & Supplies	-	1,600	1,600	(1,600)	940
Sales of Village Property	21	-	-	21	7,625
Insurance Claims & Refunds	135	2,500	2,500	(2,365)	-
Private Donations	2,465	4,500	4,500	(2,035)	60
Miscellaneous	55	11,000	11,000	(10,945)	3,322
Total Miscellaneous	\$ 103,464	\$ 160,200	\$ 160,200	\$ (56,736)	\$ 79,468
<u>Other Financing Sources:</u>					
Transfer from Other Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Apply Undesignated Fund Balance	-	-	-	-	402,438
Apply Carryover Funds from Prior Year	-	-	-	-	178,165
Total Other Financing Sources	\$ -	\$ -	\$ -	\$ -	\$ 580,603
TOTAL REVENUES	\$ 2,738,212	\$ 5,929,856	\$ 5,664,323	\$ (2,926,111)	\$ 2,977,985
<i>Budget Percentage Received YTD</i>	<i>48.34%</i>				

VILLAGE OF KRONENWETTER
General Fund Expenditures
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

Section 3, Item E.

EXPENDITURES:	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
<u>General Government:</u>					
Village Board	\$ 5,189	\$ 36,524	\$ 36,524	\$ 31,335	\$ 4,709
Municipal Court	3,786	20,000	20,000	16,214	2,605
Village Attorney	9,300	30,000	30,000	20,700	14,977
General Office	34,142	218,700	218,700	184,558	56,022
Administrator	-	140,707	140,707	140,707	14,070
Clerk	4,157	96,096	96,096	91,939	17,387
Deputy Clerk-Treasurer	1,665	8,847	8,847	7,182	1,688
Administrative Assistant	15,664	83,501	83,501	67,837	16,771
Account Clerk	12,369	67,056	67,056	54,687	13,342
Elections	4,145	31,147	31,147	27,002	8,888
Treasurer	6,618	73,855	53,855	47,237	13,665
Assessor	5,842	17,800	17,800	11,958	5,758
Municipal Building	35,938	94,763	94,763	58,825	21,612
Commissions/Committees	1,513	15,439	15,439	13,926	109
Other General Government	6,789	70,025	70,025	63,236	26,488
Contingency	-	74,028	74,028	74,028	-
Total General Government	\$ 147,117	\$ 1,078,488	\$ 1,058,488	\$ 911,371	\$ 218,091
<u>Public Safety:</u>					
Police & Fire Commission	\$ 1,396	\$ 9,403	\$ 9,403	\$ 8,007	\$ 1,168
Police Department	282,609	1,596,357	1,596,357	1,313,748	319,359
Crossing Guards	1,417	6,147	6,147	4,730	2,553
Fire Department	60,885	310,902	310,902	250,017	69,337
First Responders	11,246	62,943	62,943	51,697	8,113
Ambulance	52,674	87,000	87,000	34,326	56,476
Building Inspector	1,188	26,600	26,600	25,412	654
Capital Outlay-Police	4,212	17,300	17,300	13,088	-
Capital Outlay-Fire	350	7,500	7,500	7,150	2,329
Capital Outlay-First Responders	-	4,000	4,000	4,000	98
Total Public Safety	\$ 415,977	\$ 2,128,152	\$ 2,128,152	\$ 1,712,175	\$ 460,087
<u>Public Works:</u>					
Engineering	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ -
Public Works Director	12,696	60,147	60,147	47,451	5,683
Road & Street Maintenance	134,724	1,233,313	1,233,313	1,098,589	143,229
Winter Maintenance	54,657	235,300	235,300	180,643	96,501
Weather Sirens	-	1,000	1,000	1,000	-
Shop & Garage	10,775	41,800	41,800	31,025	8,213
Street Lighting	8,243	60,000	60,000	51,757	12,118
Solid Waste/Recycling Collection	70,086	573,000	573,000	502,914	68,311
Capital Outlay-Road Construction	-	-	-	-	-
Budget Adjustment - Public Works	-	-	(145,000)	(145,000)	-
Total Public Works	\$ 291,181	\$ 2,229,560	\$ 2,084,560	\$ 1,793,379	\$ 334,055
<u>Health & Human Services:</u>					
Animal and Insect Control	\$ 2,725	\$ 5,000	\$ 5,000	\$ 2,275	\$ -
Total Health & Human Services	\$ 2,725	\$ 5,000	\$ 5,000	\$ 2,275	\$ -

VILLAGE OF KRONENWETTER
General Fund Expenditures
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

Section 3, Item E.

EXPENDITURES:	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
<u>Culture & Recreation:</u>					
Parks	\$ 636	\$ 115,454	\$ 115,454	\$ 114,818	\$ 6,865
Total Culture & Recreation	\$ 636	\$ 115,454	\$ 115,454	\$ 114,818	\$ 6,865
<u>Conservation & Development:</u>					
Community Development/Zoning	\$ 23,662	\$ 132,001	\$ 132,001	\$ 108,339	\$ 24,749
Planning Technician	\$ 8,321	\$ 84,884	\$ 84,884	\$ 76,563	\$ 8,964
Total Conservation & Development	\$ 31,983	\$ 216,885	\$ 216,885	\$ 184,902	\$ 33,713
<u>Debt Service:</u>					
Debt Service-Lease Payment/Public Works	\$ -	\$ 34,000	\$ 34,000	\$ 34,000	\$ -
Debt Service-Lease Payment/General Office	\$ -	\$ -	\$ -	\$ -	\$ -
Total Debt Service	\$ -	\$ 34,000	\$ 34,000	\$ 34,000	\$ -
<u>Other Financing Uses:</u>					
Transfer to Municipal Court Fund	\$ -	\$ 21,784	\$ 21,784	\$ 21,784	\$ -
Transfer to TID #1	\$ -	\$ 100,533	\$ -	\$ -	\$ -
Transfer to Equipment Replacement Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Financing Uses	\$ -	\$ 122,317	\$ 21,784	\$ 21,784	\$ -
TOTAL EXPENDITURES	\$ 889,619	\$ 5,929,856	\$ 5,664,323	\$ 4,774,704	\$ 1,052,811
Budget Percentage Expended YTD	15.71%				

VILLAGE OF KRONENWETTER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
100-41000-110	GENERAL PROPERTY TAXES	.00	1,940,584.56	1,940,582.33 (2.23)	100.0
100-41000-140	MOBILE HOME FEES (MONTHLY)	484.27	1,483.56	6,000.00	4,516.44 24.7
100-41000-141	MOBILE HOME LOTTERY CREDIT	.00	.00	2,588.04	2,588.04 .0
100-41000-151	MANAGED FOREST LAW (MFL)	.00	30,437.36	31,000.00	562.64 98.2
TOTAL TAXES		484.27	1,972,505.48	1,980,170.37	7,664.89 99.6
<u>INTERGOVERNMENTAL REVENUE</u>					
100-43000-001	STATE; SHARED REVENUES	.00	.00	473,152.80	473,152.80 .0
100-43000-003	ALL OTHER INTERGOVERNMENTAL	.00	.00	20,000.00	20,000.00 .0
100-43000-005	ENVIRONMENTAL IMPACT FEES	.00	.00	34,627.00	34,627.00 .0
100-43000-410	SHARED TAXES-WESTON 4	.00	.00	1,623,580.30	1,623,580.30 .0
100-43000-412	SHARED TAXES-WESTON RICE PLANT	.00	.00	256,000.00	256,000.00 .0
100-43000-531	STATE; QUARTERLY HIGHWAY AID	.00	84,721.03	327,330.97	242,609.94 25.9
100-43000-545	STATE; RECYCLING AID	.00	.00	28,500.00	28,500.00 .0
100-43000-550	STATE; COMPUTER AID	.00	.00	404.27	404.27 .0
100-43000-560	VIDEO SERVICE PROVIDER AID	.00	.00	12,078.85	12,078.85 .0
100-43000-650	CROSSING GUARD FEES	.00	.00	2,500.00	2,500.00 .0
100-43650-000	FOREST CROP/MAN FOREST LAND	.00	.00	3,800.00	3,800.00 .0
100-43670-000	PERSONAL PROPERTY STATE AID	.00	.00	20,503.48	20,503.48 .0
TOTAL INTERGOVERNMENTAL REVENUE		.00	84,721.03	2,802,477.67	2,717,756.64 3.0
<u>LICENSES & PERMITS</u>					
100-44000-002	ALL OTHER PERMITS & LICENSES	40.00	70.00	.00 (70.00)	.0
100-44000-110	LIQUOR & BEER LICENSES	.00	10.00	2,400.00	2,390.00 .4
100-44000-120	OPERATOR LICENSES	.00	165.00	1,000.00	835.00 16.5
100-44000-122	KENNEL LICENSES & PERMITS	.00	.00	75.00	75.00 .0
100-44000-123	MOBILE HOME COURT LICENSES	.00	.00	100.00	100.00 .0
100-44000-131	FARMERS MARKET PERMIT	380.00	530.00	800.00	270.00 66.3
100-44000-200	DOG LICENSES	692.50	5,431.00	2,200.00 (3,231.00)	246.9
100-44000-210	SIGN PERMITS/MISC LIC/PERMITS	.00	150.00	1,000.00	850.00 15.0
100-44000-300	BUILDING PERMITS	1,917.31	4,101.97	45,000.00	40,898.03 9.1
100-44000-400	ZONING & VARIANCE CHANGES	.00	.00	1,300.00	1,300.00 .0
100-44000-401	CONDITIONAL USE PERMITS	200.00	500.00	400.00 (100.00)	125.0
100-44000-402	PLAT/CSM/SITE PLAN REVIEWS	515.70	2,065.70	3,000.00	934.30 68.9
100-44000-900	EXCAVATING PERMITS	1,015.00	2,349.00	500.00 (1,849.00)	469.8
TOTAL LICENSES & PERMITS		4,760.51	15,372.67	57,775.00	42,402.33 26.6
<u>FINES, FORFEITURES AND PENALT</u>					
100-45100-100	FINES	4,664.78	14,009.26	36,000.00	21,990.74 38.9
TOTAL FINES, FORFEITURES AND PENALT		4,664.78	14,009.26	36,000.00	21,990.74 38.9

VILLAGE OF KRONENWETTER
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>PUBLIC CHARGES FOR SERVIC</u>					
100-46000-200	SPECIAL ASSESSMENT SEARCH	245.00	735.00	.00	(735.00)	.0
100-46000-210	POLICE DEPARTMENT SERVICES	85.00	175.00	100.00	(75.00)	175.0
100-46000-221	FIRE DEPARTMENT SERVICES	.00	.00	2,500.00	2,500.00	.0
100-46000-420	GARBAGE COLLECTION FEES	.00	536,101.83	530,000.00	(6,101.83)	101.2
	TOTAL PUBLIC CHARGES FOR SERVIC	330.00	537,011.83	532,600.00	(4,411.83)	100.8
	<u>INTERGOV'T. CHARGES FOR S</u>					
100-47000-323	TOWN OF GUENTHER-STANDBY FEES	.00	.00	5,100.00	5,100.00	.0
	TOTAL INTERGOV'T. CHARGES FOR S	.00	.00	5,100.00	5,100.00	.0
	<u>MISCELLANEOUS REVENUES</u>					
100-48000-100	INTEREST EARNED ON INVESTMENTS	36,732.10	97,707.75	130,000.00	32,292.25	75.2
100-48000-200	MUNICIPAL CENTER & PARK RENTAL	980.00	3,080.00	7,500.00	4,420.00	41.1
100-48000-201	ATHLETIC/SOCCER FIELD RENTAL	.00	.00	3,100.00	3,100.00	.0
100-48000-306	SALE OF SCRAP AND USED OIL	.00	.00	1,500.00	1,500.00	.0
100-48000-309	WOOD SALES-COUNTY FOREST LAND	.00	11,127.08	11,500.00	372.92	96.8
100-48000-311	MISCELLANEOUS REVENUE	.00	55.43	11,000.00	10,944.57	.5
100-48000-312	SALE OF OFFICE SUPPLIES	3.05	21.06	100.00	78.94	21.1
100-48000-314	CULVERT & ROADWAY WORK/SALE	.00	.00	7,500.00	7,500.00	.0
100-48000-316	FRANCHISE FEE	.00	.00	71,000.00	71,000.00	.0
100-48000-500	DONATIONS; OTHER	.00	.00	500.00	500.00	.0
100-48000-530	DONATIONS-POLICE DEPARTMENT	.00	15.00	500.00	485.00	3.0
100-48400-000	INSURANCE CLAIM PROCEEDS	.00	134.90	.00	(134.90)	.0
100-48510-000	COMMUNITY EVENTS SPONSORSHIPS	.00	2,450.00	3,500.00	1,050.00	70.0
	TOTAL MISCELLANEOUS REVENUES	37,715.15	114,591.22	247,700.00	133,108.78	46.3
	<u>OTHER FINANCING SOURCES</u>					
100-49000-600	INSURANCE PROCEEDS; OTHER	.00	.00	2,500.00	2,500.00	.0
	TOTAL OTHER FINANCING SOURCES	.00	.00	2,500.00	2,500.00	.0
	TOTAL FUND REVENUE	47,954.71	2,738,211.49	5,664,323.04	2,926,111.55	48.3

VILLAGE OF KRONENWETTER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVERNMENT</u>						
100-51000-108-110	BOARD MEMBERS SALARIES & WAGES	2,400.00	4,800.00	33,000.00	28,200.00	14.6
100-51000-108-151	FICA TAX - VILLAGE BOARD	183.63	368.90	2,524.50	2,155.60	14.6
100-51000-108-320	EXPENSES - BOARD MEMBERS	20.00	20.00	1,000.00	980.00	2.0
	TOTAL GENERAL GOVERNMENT	2,603.63	5,188.90	36,524.50	31,335.60	14.2
<u>MUNICIPAL COURT</u>						
100-51200-100-333	MUNICIPAL COURT LEGAL FEES	3,785.78	3,785.78	20,000.00	16,214.22	18.9
100-51200-352-000	KRONENWETTER COURT EXPENDITURE	.00	.00	21,783.61	21,783.61	.0
	TOTAL MUNICIPAL COURT	3,785.78	3,785.78	41,783.61	37,997.83	9.1
<u>LEGAL</u>						
100-51300-302-000	LEGAL FEES-GENERAL	3,460.00	9,300.00	30,000.00	20,700.00	31.0
	TOTAL LEGAL	3,460.00	9,300.00	30,000.00	20,700.00	31.0
<u>GENERAL OFFICE</u>						
100-51400-460-000	OFFICE SUPPLIES	759.47	2,615.18	15,000.00	12,384.82	17.4
100-51400-470-000	OFFICE EQUIPMENT/SERVICE AGREE	.00	787.99	13,000.00	12,212.01	6.1
100-51400-485-000	COMPUTER SUPPLIES, EXPENSES &	10,308.27	26,465.09	143,350.00	116,884.91	18.5
100-51400-510-000	INDEPENDENT AUDIT/ACCOUNTING	.00	4,273.29	46,000.00	41,726.71	9.3
100-51400-516-000	UNIFORMS/APPAREL	.00	.00	1,000.00	1,000.00	.0
100-51400-517-000	EMPLOYEE SAFETY/WEELLNESS/GIFTS	.00	.00	350.00	350.00	.0
	TOTAL GENERAL OFFICE	11,067.74	34,141.55	218,700.00	184,558.45	15.6
<u>ADMINISTRATOR</u>						
100-51410-110-110	SALARIES & WAGES - ADMINISTRAT	.00	.00	103,824.00	103,824.00	.0
100-51410-110-151	FICA TAX - ADMINISTRATOR	.00	.00	7,942.53	7,942.53	.0
100-51410-110-152	RETIREMENT - ADMINISTRAT	.00	.00	7,163.86	7,163.86	.0
100-51410-110-154	INSURANCE - ADMINISTRAT	.00	.00	17,745.44	17,745.44	.0
100-51410-131-000	EAP FRINGE - ADMINISTRATOR	.00	.00	31.00	31.00	.0
100-51410-322-000	MISC-BUSINESS/MTG EXPENSES	.00	.00	2,000.00	2,000.00	.0
100-51410-340-000	ADMIN; SEMINARS & MILEAGE	.00	.00	2,000.00	2,000.00	.0
	TOTAL ADMINISTRATOR	.00	.00	140,706.83	140,706.83	.0

VILLAGE OF KRONENWETTER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT/ZON</u>					
100-51420-000-000 COMMUNITY DEVELOPMENT/ZONING	.00	440.00	.00 (	440.00)	.0
100-51420-110-110 SALARIES & WAGES - ZONING ADMI	5,946.35	15,917.34	83,100.71	67,183.37	19.2
100-51420-110-151 FICA TAX - ZONING ADMIN	442.85	1,181.52	6,357.20	5,175.68	18.6
100-51420-110-152 COMM. DEVELOP/ZONING; RETIREME	413.27	1,107.21	5,733.95	4,626.74	19.3
100-51420-110-154 COMM. DEVELOP/ZONING; HEALTH I	1,416.58	4,250.04	20,280.50	16,030.46	21.0
100-51420-131-000 COMM. DEVELOP/ZONING; EAP FRIN	.00	.00	29.00	29.00	.0
100-51420-340-000 CD/ZONING; SEMINARS & MILEAGE	.00	.00	1,000.00	1,000.00	.0
100-51420-345-000 CD/ZA MATERIALS AND SUPPLIES	.00	.00	500.00	500.00	.0
100-51420-350-000 COMMUNITY EVENTS	150.00 (	180.00)	8,500.00	8,680.00 (	2.1)
100-51420-360-000 PUBLIC RELATIONS/MARKETING	250.00	946.20	1,500.00	553.80	63.1
100-51420-370-000 ENGINEERING/SURVEYING/CONSULTI	.00	.00	5,000.00	5,000.00	.0
TOTAL COMMUNITY DEVELOPMENT/ZON	8,619.05	23,662.31	132,001.36	108,339.05	17.9
<u>CLERK</u>					
100-51421-110-110 SALARIES & WAGES - CLERK	2,979.83	2,979.83	61,800.00	58,820.17	4.8
100-51421-110-151 FICA TAX - CLERK	221.41	221.41	4,727.70	4,506.29	4.7
100-51421-110-152 RETIREMENT - CLERK	207.10 (	68.90)	4,264.20	4,333.10 (	1.6)
100-51421-110-154 INSURANCE - CLERK	770.04	770.04	21,125.52	20,355.48	3.7
100-51421-131-000 EAP FRINGE - CLERK	.00	.00	29.00	29.00	.0
100-51421-322-000 MISC - BONDING	255.00	255.00	150.00 (	105.00)	170.0
100-51421-340-000 CLERK; SEMINARS & MILEAGE	.00	.00	4,000.00	4,000.00	.0
TOTAL CLERK	4,433.38	4,157.38	96,096.42	91,939.04	4.3
<u>DEPUTY CLERK</u>					
100-51422-110-110 SALARIES & WAGES - DEPUTY CLER	389.73	1,052.65	5,311.78	4,259.13	19.8
100-51422-110-151 FICA TAX - DEPUTY CLERK	28.50	76.60	406.35	329.75	18.9
100-51422-110-152 RETIREMENT - DEPUTY CLER	27.09	73.23	366.51	293.28	20.0
100-51422-110-154 INSURANCE - DEPUTY CLER	154.06	462.07	2,112.55	1,650.48	21.9
100-51422-322-000 DEPUTY CLERK; MUNICIPAL BONDIN	.00	.00	150.00	150.00	.0
100-51422-340-000 DEPUTY CLERK;SEMINARS & MILEAG	.00	.00	500.00	500.00	.0
TOTAL DEPUTY CLERK	599.38	1,664.55	8,847.19	7,182.64	18.8
<u>ADMIN ASSIST</u>					
100-51423-110-110 SALARIES & WAGES - AA	2,532.40	10,336.57	53,117.78	42,781.21	19.5
100-51423-110-151 FICA TAX - AA	187.18	758.01	4,063.51	3,305.50	18.7
100-51423-110-152 RETIREMENT - AA	176.00	719.11	3,665.13	2,946.02	19.6
100-51423-110-154 INSURANCE - AA	770.04	3,850.20	21,125.52	17,275.32	18.2
100-51423-131-000 EAP FRINGE - AA	.00	.00	29.00	29.00	.0
100-51423-340-000 ADMIN ASSIST; SEMINARS & MILEA	.00	.00	1,500.00	1,500.00	.0
TOTAL ADMIN ASSIST	3,665.62	15,663.89	83,500.94	67,837.05	18.8

VILLAGE OF KRONENWETTER

EXPENDITURES WITH COMPARISON TO BUDGET

FOR THE 3 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PLANNING TECHNICIAN</u>					
100-51425-110-110	SALARY & WAGES - PLAN TECH	1,947.61	5,262.25	55,197.78	49,935.53	9.5
100-51425-110-151	FICA TAX - PLAN TECH	142.44	382.91	4,222.63	3,839.72	9.1
100-51425-110-152	RETIREMENT - PLAN TECH	135.36	366.07	3,808.65	3,442.58	9.6
100-51425-110-154	INSURANCE - PLAN TECH	769.89	2,309.96	21,125.52	18,815.56	10.9
100-51425-131-000	EAP FRINGE - PLAN TECH	.00	.00	29.00	29.00	.0
100-51425-340-000	PLAN TECH; SEMINARS & MILEAGE	.00	.00	500.00	500.00	.0
	TOTAL PLANNING TECHNICIAN	2,995.30	8,321.19	84,883.58	76,562.39	9.8
	<u>ACCT CLERK</u>					
100-51427-110-110	SALARIES & WAGES - ACCT CLERK	3,277.53	7,413.52	42,494.22	35,080.70	17.5
100-51427-110-151	FICA TAX - ACCT CLERK	239.19	532.50	3,250.81	2,718.31	16.4
100-51427-110-152	RETIREMENT - ACCT CLERK	227.79	516.94	2,932.10	2,415.16	17.6
100-51427-110-154	INSURANCE - ACCT CLERK	1,232.06	3,696.11	16,900.42	13,204.31	21.9
100-51427-131-000	EAP FRINGE - ACCT CLERK	.00	.00	29.00	29.00	.0
100-51427-322-000	MISC - BONDING - ACCT CLERK	.00	.00	150.00	150.00	.0
100-51427-340-000	ACCT CLERK; SEMINARS & MILEAGE	54.04	209.58	1,300.00	1,090.42	16.1
	TOTAL ACCT CLERK	5,030.61	12,368.65	67,056.55	54,687.90	18.5
	<u>ELECTIONS</u>					
100-51440-110-110	SALARIES & WAGES - ELECTIONS	3,364.00	3,364.00	15,000.00	11,636.00	22.4
100-51440-110-151	FICA TAX - ELECTIONS	44.02	44.02	1,147.50	1,103.48	3.8
100-51440-350-000	OTHER EXPENSES & SUPPLIES	737.27	737.27	15,000.00	14,262.73	4.9
	TOTAL ELECTIONS	4,145.29	4,145.29	31,147.50	27,002.21	13.3

VILLAGE OF KRONENWETTER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>COMMISSIONS, COMMITTEES,</u>					
100-51500-530-110	PROPERTIES & INFRASTRUCTURE WA	.00	.00	1,500.00	1,500.00	.0
100-51500-532-110	BOARD OF APPEALS WAGES	.00	50.00	1,500.00	1,450.00	3.3
100-51500-532-151	BOARD OF APPEALS FICA	.00	6.83	.00	(6.83)	.0
100-51500-535-110	PFC COMMITTEE WAGES	.00	125.00	1,500.00	1,375.00	8.3
100-51500-535-151	PFC COMMITTEE FICA	.00	13.04	114.75	101.71	11.4
100-51500-540-110	CLIPP - WAGES	.00	.00	1,500.00	1,500.00	.0
100-51500-540-151	CLIPP - FICA	.00	1.85	114.75	112.90	1.6
100-51500-560-110	PLANNING COMMISSION WAGES	.00	.00	1,500.00	1,500.00	.0
100-51500-560-151	PLANNING COMMISSION FICA	.00	3.25	114.75	111.50	2.8
100-51500-580-000	RECRUITMENT & BACKGROUND CHECK	.00	664.66	2,000.00	1,335.34	33.2
100-51500-590-110	ADMINISTRATIVE POLICY WAGES	.00	600.00	1,500.00	900.00	40.0
100-51500-590-151	ADMINISTRATIVE POLICY FICA	.00	47.05	114.75	67.70	41.0
100-51500-595-110	SPECIAL / AD HOC COMMITTEES WA	.00	.00	1,500.00	1,500.00	.0
100-51500-595-151	SPECIAL / AD HOC COMMITTEES FI	.00	.70	114.75	114.05	.6
100-51500-596-110	KOWALSKI INTERCHANGE WAGES	.00	.00	1,500.00	1,500.00	.0
100-51500-596-151	KOWALSKI INTERCHANGE FICA	.00	.45	114.75	114.30	.4
100-51500-597-100	COMMITTEES-OFFICE SUPPLIES	.00	.00	750.00	750.00	.0
	TOTAL COMMISSIONS, COMMITTEES,	.00	1,512.83	15,438.50	13,925.67	9.8
	<u>TREASURER</u>					
100-51520-110-110	SALARIES & WAGES - TREASURER	.00	2,000.00	50,498.55	48,498.55	4.0
100-51520-110-151	FICA TAX - TREASURER	.00	153.00	3,863.14	3,710.14	4.0
100-51520-110-152	RETIREMENT - TREASURER	.00	.00	3,484.40	3,484.40	.0
100-51520-110-154	INSURANCE - TREASURER	.00	.00	11,830.29	11,830.29	.0
100-51520-131-000	EAP FRINGE - TREASURER	.00	.00	29.00	29.00	.0
100-51520-300-001	FIN DIR/TREAS CONTR SERVICES	2,629.74	4,464.68	.00	(4,464.68)	.0
100-51520-322-000	MISCELLANEOUS-BONDING	.00	.00	150.00	150.00	.0
100-51520-340-000	TREASURER; SEMINARS & MILEAGE	.00	.00	4,000.00	4,000.00	.0
100-51520-999-000	BUDGET ADJUSTMENT	.00	.00	(20,000.00)	(20,000.00)	.0
	TOTAL TREASURER	2,629.74	6,617.68	53,855.38	47,237.70	12.3
	<u>ASSESSOR</u>					
100-51530-110-000	ASSESSOR FEE	1,460.45	5,841.80	16,500.00	10,658.20	35.4
100-51530-113-000	ASSESSOR - MANUFACTURING	.00	.00	1,300.00	1,300.00	.0
	TOTAL ASSESSOR	1,460.45	5,841.80	17,800.00	11,958.20	32.8

VILLAGE OF KRONENWETTER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>MUNICIPAL BUILDING</u>					
100-51600-110-110	WAGES -CLEANING/SNOW REMOVAL	1,563.85	4,936.13	9,068.89	4,132.76	54.4
100-51600-110-151	FICA - CLEANING/SNOW REMOVAL	119.64	377.62	693.77	316.15	54.4
100-51600-326-000	UTILITIES	8,725.72	23,981.02	40,000.00	16,018.98	60.0
100-51600-354-000	MATERIALS & SUPPLIES	350.59	839.05	5,000.00	4,160.95	16.8
100-51600-355-000	JANITORIAL SUPPLIES	.00	.00	5,000.00	5,000.00	.0
100-51600-389-000	MAINTENANCE	3,165.86	5,804.65	35,000.00	29,195.35	16.6
	TOTAL MUNICIPAL BUILDING	13,925.66	35,938.47	94,762.66	58,824.19	37.9
	<u>OTHER GENERAL GOVERNMENT</u>					
100-51900-095-000	UNEMPLOYMENT	.00	.00	10,000.00	10,000.00	.0
100-51900-115-000	VILLAGE EMPLOYEE EVENT	.00	216.00	1,000.00	784.00	21.6
100-51900-120-000	EMPLOYEE SETTLEMENTS	.00	.00	7,875.00	7,875.00	.0
100-51900-938-000	PROPERTY & LIABILITY INSURANCE	3,274.00	4,976.00	30,000.00	25,024.00	16.6
100-51900-960-000	PUBLICATIONS	.00	709.56	2,700.00	1,990.44	26.3
100-51900-970-000	NEWSLETTER	.00	.00	8,000.00	8,000.00	.0
100-51900-990-000	DUES & MEMBERSHIPS	.00	767.44	8,700.00	7,932.56	8.8
100-51900-991-000	BANK & INVESTMENT FEES	40.00	120.00	1,000.00	880.00	12.0
100-51900-994-000	WEIGHTS MEASURES INSPECTION	.00	.00	750.00	750.00	.0
100-51900-999-000	CONTINGENCY EXPS	.00	.00	74,027.77	74,027.77	.0
	TOTAL OTHER GENERAL GOVERNMENT	3,314.00	6,789.00	144,052.77	137,263.77	4.7

VILLAGE OF KRONENWETTER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPT</u>					
100-52000-110-110 SALARIES & WAGES - CROSS GUARD	368.00	1,316.72	4,860.00	3,543.28	27.1
100-52000-110-151 FICA TAX - CROSSING GUARD	28.16	100.72	371.79	271.07	27.1
100-52000-110-154 INSURANCE - CROSS GUARD	.00	.00	915.00	915.00	.0
100-52000-120-138 TRAINING & CONF - POLICE CHIEF	.00	.00	2,000.00	2,000.00	.0
100-52000-120-140 EMPLOYEE ASSISTANCE PROG-CHIEF	.00	.00	29.00	29.00	.0
100-52000-120-146 PROFESSIONAL DUES-POLICE CHIEF	.00	510.00	575.00	65.00	88.7
100-52000-120-157 EAP-LIEUTENANT	.00	.00	29.00	29.00	.0
100-52000-120-159 PROFESSIONAL DUES - LIEUTENANT	.00	275.00	250.00	(25.00)	110.0
100-52000-120-160 TRAINING & CONF - LIEUTENANT	395.00	395.00	2,000.00	1,605.00	19.8
100-52000-120-238 TRAINING - OFFICERS	.00	595.00	6,500.00	5,905.00	9.2
100-52000-120-240 EMERGENCY ASSIST PROG-OFFICERS	.00	.00	174.00	174.00	.0
100-52000-120-250 LEGAL SERVICES-POLICE DEPT	.00	.00	1,000.00	1,000.00	.0
100-52000-120-320 AMMUNITION	182.18	265.13	3,000.00	2,734.87	8.8
100-52000-120-321 FT OFFICERS PROTECTIVE CLOTH	233.80	952.41	9,000.00	8,047.59	10.6
100-52000-120-322 PT OFFICERS PROTECTIVE CLOTH	.00	.00	500.00	500.00	.0
100-52000-120-323 PHYSICAL EXAMS	.00	.00	1,000.00	1,000.00	.0
100-52000-120-324 FUEL	1,710.00	3,966.26	40,000.00	36,033.74	9.9
100-52000-120-326 TELEPHONE & UTILITIES - POLICE	507.60	1,015.20	8,700.00	7,684.80	11.7
100-52000-120-380 EQUIPMENT REPAIRS/MAINTENANCE	203.23	2,249.58	20,000.00	17,750.42	11.3
100-52000-120-434 EMPLOYEE ASSIST PROG-PD CLERK	.00	.00	29.00	29.00	.0
100-52000-120-437 MILEAGE - POLICE CLERK	.00	.00	200.00	200.00	.0
100-52000-120-438 TRAIN/MEETINGS - POLICE CLERK	.00	110.01	1,000.00	889.99	11.0
100-52000-120-460 OFFICE SUPPLIES	195.59	511.31	5,500.00	4,988.69	9.3
100-52000-120-475 POSTAGE & SHIPPING	30.00	80.00	550.00	470.00	14.6
100-52000-120-476 PROPERTY ROOM/EVIDENCE	56.90	56.90	1,000.00	943.10	5.7
100-52000-120-811 OUTLAY-EQUIPMENT	240.22	4,211.62	17,300.00	13,088.38	24.3
100-52000-120-815 PD CONTRACTED SERVICES	.00	.00	500.00	500.00	.0
100-52000-120-820 PD: COMPUTER SUPPLIES, EXPENSE	11,735.00	13,016.00	35,000.00	21,984.00	37.2
100-52000-120-938 POLICE DEPARTMENT INSURANCE	394.56	493.20	32,925.00	32,431.80	1.5
100-52000-121-110 SALARY & WAGES - LIEUTENANT	7,888.98	21,127.67	105,633.39	84,505.72	20.0
100-52000-121-151 FICA - LIEUTENANT	590.40	1,576.95	8,080.95	6,504.00	19.5
100-52000-121-152 RETIREMENT - LIEUTENANT	1,184.14	3,188.80	15,105.57	11,916.77	21.1
100-52000-121-154 HEALTH INSURANCE - LIEUTENANT	1,540.08	4,620.24	21,125.52	16,505.28	21.9
100-52000-122-110 SALARIES & WAGES - FT OFFICERS	38,992.05	93,059.10	525,510.82	432,451.72	17.7
100-52000-122-151 FICA TAX - FT OFFICERS	2,901.35	6,952.60	37,372.28	30,419.68	18.6
100-52000-122-152 RETIREMENT (WRS) - FT OFFICERS	5,815.20	13,944.72	69,859.29	55,914.57	20.0
100-52000-122-154 HEALTH INSURANCE - FT OFFICERS	6,408.70	17,089.89	136,315.44	119,225.55	12.5
100-52000-123-110 SALARIES & WAGES - PT OFFICERS	558.85	969.43	7,561.80	6,592.37	12.8
100-52000-123-151 FICA TAX - PT OFFICERS	42.75	74.16	578.48	504.32	12.8
100-52000-124-110 SALARIES & WAGES - POLICE CLERK	2,221.97	5,834.14	26,675.15	20,841.01	21.9
100-52000-124-151 FICA TAX - POLICE CLERK	161.81	421.79	2,040.65	1,618.86	20.7
100-52000-124-152 RETIREMENT(WRS) - POLICE CLERK	154.42	405.82	1,840.59	1,434.77	22.1
100-52000-124-154 HEALTH INS - POLICE CLERK	754.64	2,263.83	9,506.48	7,242.65	23.8
100-52000-125-110 SALARIES & WAGES - PROPERTY RO	670.68	1,815.88	7,416.00	5,600.12	24.5
100-52000-125-151 FICA TAX - PROP ROOM MGR	51.30	138.90	567.32	428.42	24.5
100-52000-126-110 SALARIES & WAGES PT POLICE CLE	629.10	1,713.10	25,323.17	23,610.07	6.8
100-52000-126-151 PT POLICE CLERK; FICA TAX	48.12	131.04	1,937.21	1,806.17	6.8
100-52000-127-110 SALARY & WAGES - POLICE CHIEF	8,681.57	23,006.14	116,246.20	93,240.06	19.8
100-52000-127-151 FICA TAX - POLICE CHIEF	651.04	1,720.67	8,892.83	7,172.16	19.4
100-52000-127-152 RETIREMENT(WRS) - POLICE CHIEF	1,303.10	3,474.18	16,623.21	13,149.03	20.9
100-52000-127-154 HEALTH INS - POLICE CHIEF	1,540.08	4,620.24	21,125.52	16,505.28	21.9
100-52000-128-110 SALARY & WAGES - SARGEANT	13,868.33	37,053.39	189,481.12	152,427.73	19.6

VILLAGE OF KRONENWETTER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-52000-128-151	FICA TAX - SARGEANT	1,048.58	2,797.53	13,475.16	10,677.63	20.8
100-52000-128-152	RETIREMENT (WRS) - SARGEANT	2,044.11	5,484.85	25,188.86	19,704.01	21.8
100-52000-128-154	HEALTH INS - SARGEANT	1,544.12	4,632.36	31,354.80	26,722.44	14.8
100-52000-128-157	EAP-SARGEANT	.00	.00	58.00	58.00	.0
TOTAL POLICE DEPT		117,575.71	288,237.48	1,619,803.60	1,331,566.12	17.8

FIRE & EMS

100-52200-201-110	SALARIES & WAGES - FIRE DEPART	12,597.60	22,254.60	163,290.00	141,035.40	13.6
100-52200-201-131	EMPLOYEE ASSISTANCE PROGRAM	.00	.00	1,160.00	1,160.00	.0
100-52200-201-151	FICA TAX - FIRE DEPARTMENT	961.83	1,668.80	12,491.69	10,822.89	13.4
100-52200-201-152	RETIREMENT FIRE DEPARTMENT	682.65	1,209.51	10,000.00	8,790.49	12.1
100-52200-201-321	PROTECTIVE CLOTHING	.00	7,072.44	20,000.00	12,927.56	35.4
100-52200-201-322	MISCELLANEOUS FD SUPPLIES	.00	457.51	1,000.00	542.49	45.8
100-52200-201-323	PHYSICAL EXAMS	.00	391.00	1,500.00	1,109.00	26.1
100-52200-201-324	FUEL	480.50	1,270.21	7,000.00	5,729.79	18.2
100-52200-201-326	UTILITIES - SIREN	29.91	95.25	500.00	404.75	19.1
100-52200-201-327	RADIOS	.00	2,275.00	10,000.00	7,725.00	22.8
100-52200-201-328	DISAB/ACCIDENT DEATH POLICY	.00	.00	8,500.00	8,500.00	.0
100-52200-201-330	PHONE REIMBURSEMENT	.00	80.00	960.00	880.00	8.3
100-52200-201-331	FD DUES & MEMBERSHIPS	.00	.00	1,000.00	1,000.00	.0
100-52200-201-340	TRAINING/SCHOOLING/MEETINGS	.00	235.00	4,000.00	3,765.00	5.9
100-52200-201-350	OFFICE EXPENSES & SUPPLIES	30.00	30.00	1,500.00	1,470.00	2.0
100-52200-201-380	EQUIPMENT REPAIRS/MAINTENANCE	1,855.76	6,063.11	30,000.00	23,936.89	20.2
100-52200-201-383	FIELD TOOLS OUTLAY	.00	349.96	7,500.00	7,150.04	4.7
100-52200-201-820	COMPUTER PURCHASE/SOFTWARE	236.25	236.25	3,000.00	2,763.75	7.9
100-52200-201-938	FIRE DEPARTMENT INSURANCE	.00	.00	25,000.00	25,000.00	.0
100-52200-201-940	FD GRANT MATCHING	.00	17,546.44	10,000.00	(7,546.44)	175.5
100-52200-300-110	SALARIES & WAGES - FR/EMS	4,854.00	8,508.00	45,000.00	36,492.00	18.9
100-52200-300-151	FICA TAX - FIRST RESPONDERS	371.34	661.61	3,442.50	2,780.89	19.2
100-52200-300-152	RETIREMENT - EMS/FR	370.60	598.45	2,000.00	1,401.55	29.9
100-52200-301-000	EQUIPMENT SUPPLIES/MAINTENANCE	560.54	954.78	5,000.00	4,045.22	19.1
100-52200-301-340	TRAINING/SCHOOLING/ADD'L MTGS	199.00	298.00	4,000.00	3,702.00	7.5
100-52200-301-350	SUPPLIES, MILEAGE & EXPENSES	.00	.00	3,000.00	3,000.00	.0
100-52200-301-360	MEDICAL/PHYSICALS	15.00	225.50	500.00	274.50	45.1
100-52200-301-811	OUTLAY-EQUIPMENT	.00	.00	4,000.00	4,000.00	.0
100-52200-310-210	OUTSIDE SERVICES	.00	.00	22,000.00	22,000.00	.0
100-52200-310-329	SERVICE/STANDBY FEE	.00	52,674.16	65,000.00	12,325.84	81.0
TOTAL FIRE & EMS		23,244.98	125,155.58	472,344.19	347,188.61	26.5

BUILDING INSPECTOR

100-52400-400-250	CONTRACTED INSPECTOR SERVICES	.00	.00	25,000.00	25,000.00	.0
100-52400-400-353	HOUSE NUMBERS	.00	.00	600.00	600.00	.0
100-52400-400-354	COMPUTER SOFTWARE AND SUPPLIES	.00	1,188.00	1,000.00	(188.00)	118.8
TOTAL BUILDING INSPECTOR		.00	1,188.00	26,600.00	25,412.00	4.5

VILLAGE OF KRONENWETTER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>POLICE & FIRE COMMISSION</u>					
100-52800-100-321	PFC POSTAGE	30.00	30.00	25.00	(5.00)	120.0
100-52800-100-340	PFC TRAINING/SCHOOLING	.00	.00	375.00	375.00	.0
100-52800-100-354	MATERIALS & SUPPLIES	.00	.00	100.00	100.00	.0
100-52800-101-110	PFC CLERK SALARIES & WAGES	392.97	968.03	5,927.81	4,959.78	16.3
100-52800-101-151	PFC CLERK FICA TAX	29.06	71.04	453.48	382.44	15.7
100-52800-101-152	PFC CLERK RETIREMENT	18.91	49.70	409.02	359.32	12.2
100-52800-101-154	PFC CLERK-HEALTH INSURANCE	92.40	277.20	2,112.55	1,835.35	13.1
	<u>TOTAL POLICE & FIRE COMMISSION</u>	<u>563.34</u>	<u>1,395.97</u>	<u>9,402.86</u>	<u>8,006.89</u>	<u>14.9</u>

VILLAGE OF KRONENWETTER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
100-53000-300-000 ENGINEERING COSTS	.00	.00	25,000.00	25,000.00	.0
100-53000-302-110 SALARIES & WAGES - PW DIRECTOR	3,201.26	8,484.40	42,873.75	34,389.35	19.8
100-53000-302-131 EAP FRINGE - PW DIRECTOR	.00	.00	29.00	29.00	.0
100-53000-302-151 FICA TAX - PW DIRECTOR	239.01	631.40	3,279.84	2,648.44	19.3
100-53000-302-152 RETIREMENT (WRS) - PW DIRECTOR	222.49	590.25	2,958.29	2,368.04	20.0
100-53000-302-154 HEALTH INSURANCE - PW DIRECTOR	692.89	2,078.95	9,506.48	7,427.53	21.9
100-53000-302-330 MILEAGE - PUBLIC WORKS	.00	67.00	.00	(67.00)	.0
100-53000-302-340 PWD; SEMINARS, TRAINING & MILE	.00	844.11	1,500.00	655.89	56.3
100-53000-311-110 SALARIES & WAGES - PW	27,430.74	74,682.90	365,569.63	290,886.73	20.4
100-53000-311-130 PW EMPLOYEES PHYSICALS	203.25	313.25	350.00	36.75	89.5
100-53000-311-137 PW CREW EAP FRINGE	.00	.00	150.00	150.00	.0
100-53000-311-151 FICA - PW	2,036.32	5,537.53	27,966.08	22,428.55	19.8
100-53000-311-152 RETIREMENT - PW	1,892.47	5,133.47	25,224.30	20,090.83	20.4
100-53000-311-154 HEALTH INSURANCE - PW	7,348.83	20,745.51	126,753.12	106,007.61	16.4
100-53000-311-342 SALT/BRINE	52,161.97	52,161.97	225,000.00	172,838.03	23.2
100-53000-311-344 PATCHING MATERIAL-ASPHALT	.00	672.00	65,000.00	64,328.00	1.0
100-53000-311-345 SEAL COATING	.00	.00	300,000.00	300,000.00	.0
100-53000-311-346 CRACKFILLING	.00	.00	65,000.00	65,000.00	.0
100-53000-311-347 PAVEMENT MARKING	.00	.00	20,000.00	20,000.00	.0
100-53000-311-348 GRAVEL & ROAD BASE	.00	.00	25,000.00	25,000.00	.0
100-53000-311-357 CULVERTS	.00	.00	15,000.00	15,000.00	.0
100-53000-311-358 ROAD SIGNS	216.86	775.88	4,300.00	3,524.12	18.0
100-53000-311-359 BRIDGE INSPECTIONS	.00	.00	2,000.00	2,000.00	.0
100-53000-311-360 STORM WATER	.00	1,500.00	2,500.00	1,000.00	60.0
100-53000-311-380 EQUIPMENT; REPAIRS/MAINTENANCE	305.60	6,126.30	70,000.00	63,873.70	8.8
100-53000-311-381 TRAFFIC SIGNAL MAINT. & REPAIR	.00	1,023.38	6,500.00	5,476.62	15.7
100-53000-311-384 PWKS; FUEL & OIL CHANGES	5,502.79	18,213.42	65,000.00	46,786.58	28.0
100-53000-311-814 PW; EQUIPMENT RENTALS	.00	.00	34,000.00	34,000.00	.0
100-53000-312-326 GARAGE UTILITIES	1,281.57	4,686.79	15,000.00	10,313.21	31.3
100-53000-312-329 UNIFORMS & SAFETY EQUIPMENT	554.10	1,526.44	6,500.00	4,973.56	23.5
100-53000-312-354 OFFICE SUPPLIES	.00	100.00	300.00	200.00	33.3
100-53000-312-355 WINTER MAINT-PLOW BLADES ETC	.00	2,494.93	10,000.00	7,505.07	25.0
100-53000-312-356 WINTER DAMAGE-PRIVATE PROPERTY	.00	.00	300.00	300.00	.0
100-53000-314-320 GARAGE SUPPLIES & EXPENSES	1,085.61	4,461.95	20,000.00	15,538.05	22.3
100-53000-314-422 WEATHER SIRENS	.00	.00	1,000.00	1,000.00	.0
100-53000-315-420 STREET LIGHTING	439.85	8,243.03	60,000.00	51,756.97	13.7
100-53000-620-315 RECYCLING EXPENSES	10,726.32	21,537.64	145,000.00	123,462.36	14.9
100-53000-620-317 YARD WASTE SITE EXP	.00	.00	15,000.00	15,000.00	.0
100-53000-620-320 SOLID WASTE COLLECTION EXPENSE	20,764.32	48,548.16	413,000.00	364,451.84	11.8
100-53000-938-000 PUBLIC WORKS INSURANCE	.00	.00	45,000.00	45,000.00	.0
100-53000-940-000 ROW TREE WORK	.00	.00	2,000.00	2,000.00	.0
100-53000-999-000 BUDGET ADJUSTMENT	.00	.00	(145,000.00)	(145,000.00)	.0
TOTAL PUBLIC WORKS	136,306.25	291,180.66	2,118,560.49	1,827,379.83	13.7

VILLAGE OF KRONENWETTER
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING MARCH 31, 2025

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ANIMAL CONTROL</u>						
100-54110-210-000	ANIMAL CONTROL	.00	2,725.00	5,000.00	2,275.00	54.5
TOTAL ANIMAL CONTROL		.00	2,725.00	5,000.00	2,275.00	54.5
<u>PARKS</u>						
100-55000-200-110	SALARY & WAGES - PARKS	.00	.00	42,642.00	42,642.00	.0
100-55000-200-116	PARKS SCHOOLING, TRAINING	.00	123.28	1,500.00	1,376.72	8.2
100-55000-200-140	PARKS DEPT PHYSICALS	.00	.00	100.00	100.00	.0
100-55000-200-151	FICA TAX - PARKS	.00	.00	3,262.11	3,262.11	.0
100-55000-200-326	PARKS; UTILITIES	96.21	513.34	6,000.00	5,486.66	8.6
100-55000-200-327	PORTABLE RESTROOM/WASH STATION	.00	.00	6,000.00	6,000.00	.0
100-55000-200-329	UNIFORMS & SAFETY EQUIPMENT	.00	.00	450.00	450.00	.0
100-55000-200-355	PARKS; FUEL CHARGES	.00	.00	6,000.00	6,000.00	.0
100-55000-200-361	MAINTENANCE SUPPLIES	.00	.00	8,000.00	8,000.00	.0
100-55000-200-380	EQUIPMENT REPAIRS	.00	.00	5,000.00	5,000.00	.0
100-55000-200-400	PARKS -OTHER PROJECTS	.00	.00	36,500.00	36,500.00	.0
TOTAL PARKS		96.21	636.62	115,454.11	114,817.49	.6
TOTAL FUND EXPENDITURES		349,522.12	889,618.58	5,664,323.04	4,774,704.46	15.7
NET REVENUE OVER EXPENDITURES		(301,567.41)	1,848,592.91	.00	(1,848,592.91)	.0

VILLAGE OF KRONENWETTER
Municipal Court Fund
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
REVENUES:					
Fines & Forfeitures	\$ 6,960	\$ 31,000	\$ 31,000	\$ (24,040)	\$ 5,901
Transfer from General Fund	-	21,784	21,784	(21,784)	-
TOTAL REVENUES	\$ 6,960	\$ 52,784	\$ 52,784	\$ (45,824)	\$ 5,901
Budget Percentage Received YTD	13.19%				
EXPENDITURES:					
Municipal Court Judge	\$ 2,167	\$ 10,021	\$ 10,021	\$ 7,854	\$ 3,761
Municipal Court Clerk	9,972	40,063	40,063	30,091	8,383
Municipal Court Other Exps	1,005	2,700	2,700	1,695	1,883
Transfer to General Fund	-	-	-	-	-
TOTAL EXPENDITURES	\$ 13,144	\$ 52,784	\$ 52,784	\$ 39,640	\$ 14,027
Budget Percentage Expended YTD	24.90%				
NET CHANGE IN FUND BALANCE	\$ (6,184)	\$ -	\$ -	\$ (6,184)	\$ (8,126)
Fund Balance - January 1st	-	-	-		-
Fund Balance (Deficit) - March 31st	\$ (6,184)	\$ -	\$ -		\$ (8,126)

VILLAGE OF KRONENWETTER
Park Fund
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
REVENUES:					
Interest Income	\$ 792	\$ -	\$ -	\$ 792	\$ 944
Donations	-	-	-	-	-
Applied Fund Balance (Carryover from Prior Year)	-	-	-	-	1,500
TOTAL REVENUES	\$ 792	\$ -	\$ -	\$ 792	\$ 2,444
Budget Percentage Received YTD	N/A				
EXPENDITURES:					
Parks/Capital Outlay - Bike & Walkways	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer to Equipment Replacement Fund	-	-	-	-	-
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -
Budget Percentage Expended YTD	N/A				
NET CHANGE IN FUND BALANCE	\$ 792	\$ -	\$ -	\$ 792	\$ 2,444
Fund Balance - January 1st	74,857	74,857	74,857		71,158
Fund Balance - March 31st	\$ 75,649	\$ 74,857	\$ 74,857		\$ 73,602

VILLAGE OF KRONENWETTER
Fire Department Donations Fund
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
REVENUES:					
Interest Income	\$ 142	\$ 450	\$ 450	\$ (308)	\$ 204
Donations	-	5,000	5,000	(5,000)	81
TOTAL REVENUES	\$ 142	\$ 5,450	\$ 5,450	\$ (5,308)	\$ 285
Budget Percentage Received YTD	2.61%				
EXPENDITURES:					
Fire Donation Exps	\$ 1,499	\$ 5,450	\$ 5,450	\$ 3,951	\$ 840
TOTAL EXPENDITURES	\$ 1,499	\$ 5,450	\$ 5,450	\$ 3,951	\$ 840
Budget Percentage Expended YTD	27.50%				
NET CHANGE IN FUND BALANCE	\$ (1,357)	\$ -	\$ -	\$ (1,357)	\$ (555)
Fund Balance - January 1st	22,403	22,403	22,403		19,713
Fund Balance - March 31st	\$ 21,046	\$ 22,403	\$ 22,403		\$ 19,158

VILLAGE OF KRONENWETTER
2% Fire Dues Fund
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
REVENUES:					
State Aids - 2% Fire Dues/Kronenwetter	\$ -	\$ 36,655	\$ 36,655	\$ (36,655)	\$ -
State Aids - 2% Fire Dues/Town of Guenther	-	1,505	1,505	(1,505)	-
Interest Income	438	1,000	1,000	(562)	644
Applied Fund Balance	-	1,348	1,348	(1,348)	24,533
TOTAL REVENUES	\$ 438	\$ 40,508	\$ 40,508	\$ (40,070)	\$ 25,177
Budget Percentage Received YTD	1.08%				
EXPENDITURES:					
Wages & Fringe Benefits	\$ -	\$ 7,008	\$ 7,008	\$ 7,008	\$ -
Fire Training, Supplies, Tools	25,471	18,500	18,500	(6,971)	479
Capital Outlay - Fire Equipment	-	15,000	15,000	15,000	9,921
TOTAL EXPENDITURES	\$ 25,471	\$ 40,508	\$ 40,508	\$ 15,037	\$ 10,400
Budget Percentage Expended YTD	62.88%				
NET CHANGE IN FUND BALANCE	\$ (25,033)	\$ -	\$ -	\$ (25,033)	\$ 14,777
Fund Balance - January 1st	81,988	81,988	81,988		65,693
Fund Balance - March 31st	\$ 56,955	\$ 81,988	\$ 81,988		\$ 80,470

VILLAGE OF KRONENWETTER
EMS Grants Fund
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
REVENUES:					
EMS Grants	\$ -	\$ 37,855	\$ 37,855	\$ (37,855)	\$ -
Interest Income	-	-	-	-	-
TOTAL REVENUES	\$ -	\$ 37,855	\$ 37,855	\$ (37,855)	\$ -
Budget Percentage Received YTD	0.00%				
EXPENDITURES:					
EMS - Training/Schooling	\$ -	\$ 2,398	\$ 2,398	\$ 2,398	\$ -
EMS - Outlay/Equipment	-	35,457	35,457	35,457	-
TOTAL EXPENDITURES	\$ -	\$ 37,855	\$ 37,855	\$ 37,855	\$ -
Budget Percentage Expended YTD	0.00%				
NET CHANGE IN FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance - January 1st	-	-	-		-
Fund Balance - March 31st	\$ -	\$ -	\$ -		\$ -

VILLAGE OF KRONENWETTER
Tax Increment District (TID) #1 Fund
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
REVENUES:					
Property Taxes	\$ 260,609	\$ 252,278	\$ 252,278	\$ 8,331	\$ 252,278
State Aids - Exempt Computer Aid	-	568	568	(568)	-
State Aids - Personal Property Aid	-	10,216	10,216	(10,216)	-
Tax Guarantee - Developers	-	56,464	56,464	(56,464)	56,464
Interest Income	5,082	10,000	10,000	(4,918)	4,442
TOTAL REVENUES	\$ 265,691	\$ 329,526	\$ 329,526	\$ (63,835)	\$ 313,184
Budget Percentage Received YTD	80.63%				
EXPENDITURES:					
TID Admin Staff	\$ 245	\$ 4,074	\$ 4,074	\$ 3,829	\$ 710
TID Misc Exps	-	2,400	2,400	2,400	150
RDA Committee	3	600	600	597	-
Debt - Principal Payments	120,000	330,000	330,000	210,000	330,000
Debt - Interest Payments	23,754	93,018	93,018	69,264	52,554
Debt - Issuance Costs	-	-	-	-	-
TOTAL EXPENDITURES	\$ 144,002	\$ 430,092	\$ 430,092	\$ 286,090	\$ 383,414
Budget Percentage Expended YTD	33.48%				
NET CHANGE IN FUND BALANCE	\$ 121,689	\$ (100,566)	\$ (100,566)	\$ 222,255	\$ (70,230)
Fund Balance (Deficit) - January 1st	(2,616,312)	(2,616,312)	(2,616,312)		(2,503,721)
Fund Balance (Deficit) - March 31st	\$ (2,494,623)	\$ (2,716,878)	\$ (2,716,878)		\$ (2,573,951)

VILLAGE OF KRONENWETTER
Tax Increment District (TID) #2 Fund
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

REVENUES:	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
Property Taxes	\$ 880,339	\$ 844,013	\$ 844,013	\$ 36,326	\$ 844,012
State Aids - Exempt Computer Aid	-	41,800	41,800	(41,800)	-
State Aids - Personal Property Aid	-	3,301	3,301	(3,301)	-
Interest Income	51,471	310,401	310,401	(258,930)	9,919
Capital Borrowing Proceeds	-	-	-	-	-
Debt Premium Proceeds	-	250,768	250,768	(250,768)	-
Miscellaneous Revenue	-	-	-	-	-
TOTAL REVENUES	\$ 931,810	\$ 1,450,283	\$ 1,450,283	\$ (518,473)	\$ 853,931
Budget Percentage Received YTD	64.25%				
EXPENDITURES:					
TID Admin Staff	\$ 2,599	\$ 9,531	\$ 9,531	\$ 6,932	\$ 4,975
TID Misc Exps	30	15,100	15,100	15,070	910
RDA Committee	-	600	600	600	-
Engineering Costs	18,216	-	-	(18,216)	31,455
Advertising/Marketing	-	-	-	-	-
Legal	-	-	-	-	-
Infrastructure	-	-	-	-	-
Developer Incentives	-	-	-	-	-
Land Acquisition	-	-	-	-	-
Debt - Principal Payments	-	690,000	690,000	690,000	-
Debt - Interest Payments	-	250,768	250,768	250,768	-
Debt - Issuance Costs	-	1,000	1,000	1,000	-
Transfer to General Fund	-	-	-	-	-
TOTAL EXPENDITURES	\$ 20,845	\$ 966,999	\$ 966,999	\$ 946,154	\$ 37,340
Budget Percentage Expended YTD	2.16%				
NET CHANGE IN FUND BALANCE	\$ 910,965	\$ 483,284	\$ 483,284	\$ 427,681	\$ 816,591
Fund Balance - January 1st	7,808,025	7,808,025	7,808,025		509,567
Fund Balance - March 31st	\$ 8,718,990	\$ 8,291,309	\$ 8,291,309		\$ 1,326,158

TID #2 Fund Balance Restrictions:

Apply Balance of Bond Premium to Future Debt Service Payments (apply to 2025 & 2026 budgets)	\$ 270,187
Balance of 2024B Capital Borrowing Proceeds to be used in 2025	\$ 6,357,599
Unassigned Fund Balance	\$ 2,091,204
Fund Balance - 3/31/2025	\$ 8,718,990

VILLAGE OF KRONENWETTER
Tax Increment District (TID) #3 Fund
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

	3/31/2025	2025	2025	2025 Budget	
	YTD Actual	Original	Amended	Variance -	3/31/2024
REVENUES:		Budget	Budget	Positive	YTD Actual
				(Negative)	
Property Taxes	\$ 35,660	\$ 34,131	\$ 34,131	\$ 1,529	\$ 34,131
State Aids - Personal Property Aid	-	583	583	(583)	-
Interest Income	1,022	2,500	2,500	(1,478)	1,025
TOTAL REVENUES	\$ 36,682	\$ 37,214	\$ 37,214	\$ (532)	\$ 35,156
Budget Percentage Received YTD	98.57%				
EXPENDITURES:					
TID Admin Staff	\$ 245	\$ 4,074	\$ 4,074	\$ 3,829	\$ 690
TID Misc Exps	-	1,060	1,060	1,060	150
RDA Committee	-	600	600	600	-
Legal	-	150	150	150	-
Transfer to General Fund	-	-	-	-	-
TOTAL EXPENDITURES	\$ 245	\$ 5,884	\$ 5,884	\$ 5,639	\$ 840
Budget Percentage Expended YTD	4.16%				
NET CHANGE IN FUND BALANCE	\$ 36,437	\$ 31,330	\$ 31,330	\$ 5,107	\$ 34,316
Fund Balance - January 1st	132,761	132,761	132,761		98,711
Fund Balance - March 31st	\$ 169,198	\$ 164,091	\$ 164,091		\$ 133,027

VILLAGE OF KRONENWETTER
Tax Increment District (TID) #4 Fund
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
REVENUES:					
Property Taxes	\$ 134,586	\$ 129,409	\$ 129,409	\$ 5,177	\$ 129,409
State Aids - Exempt Computer Aid	-	675	675	(675)	-
State Aids - Personal Property Aid	-	3,528	3,528	(3,528)	-
Tax Guarantee - Developers	-	26,895	26,895	(26,895)	26,895
Interest Income	1,422	2,500	2,500	(1,078)	1,870
TOTAL REVENUES	\$ 136,008	\$ 163,007	\$ 163,007	\$ (26,999)	\$ 158,174
<i>Budget Percentage Received YTD</i>	<i>83.44%</i>				
EXPENDITURES:					
TID Admin Staff	\$ 244	\$ 4,074	\$ 4,074	\$ 3,830	\$ 689
TID Misc Exps	200	1,360	1,360	1,160	150
RDA Committee	-	600	600	600	-
Debt - Principal Payments	-	170,000	170,000	170,000	165,000
Debt - Interest Payments	-	29,500	29,500	29,500	19,750
TOTAL EXPENDITURES	\$ 444	\$ 205,534	\$ 205,534	\$ 205,090	\$ 185,589
<i>Budget Percentage Expended YTD</i>	<i>0.22%</i>				
NET CHANGE IN FUND BALANCE	\$ 135,564	\$ (42,527)	\$ (42,527)	\$ 178,091	\$ (27,415)
Fund Balance - January 1st	88,213	88,213	88,213		132,806
Fund Balance - March 31st	\$ 223,777	\$ 45,686	\$ 45,686		\$ 105,391

VILLAGE OF KRONENWETTER
Capital Projects Fund
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
REVENUES:					
Property Taxes	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000
Interest Income	11,549	75,000	75,000	(63,451)	5,640
Capital Borrowing Proceeds	-	-	-	-	-
Applied Fund Balance	-	-	-	-	202,000
TOTAL REVENUES	\$ 11,549	\$ 275,000	\$ 75,000	\$ (63,451)	\$ 407,640
Budget Percentage Received YTD	15.40%				
EXPENDITURES:					
Road Improvements	\$ 5,336	\$ 1,696,775	\$ 1,115,860	\$ 1,110,524	\$ -
Other Capital Projects	-	125,000	125,000	125,000	3,827
Debt Issuance Costs	-	-	-	-	-
Transfer to General Fund	-	-	57,000	57,000	-
TOTAL EXPENDITURES	\$ 5,336	\$ 1,821,775	\$ 1,297,860	\$ 1,292,524	\$ 3,827
Budget Percentage Expended YTD	0.41%				
NET CHANGE IN FUND BALANCE	\$ 6,213	\$ (1,546,775)	\$ (1,222,860)	\$ 1,229,073	\$ 403,813
Fund Balance - January 1st	1,925,934	1,925,934	1,925,934		524,673
Fund Balance - March 31st	\$ 1,932,147	\$ 379,159	\$ 703,074		\$ 928,486

Fund Balance Restrictions:

Balance of 2024B Capital Borrowing Proceeds to be used in 2025	\$ 1,460,000
Unassigned Fund Balance	\$ 472,147
Fund Balance - 3/31/2025	\$ 1,932,147

VILLAGE OF KRONENWETTER

Equipment Replacement Fund

Year-to-Date Ended March 31, 2025 and 2024

(25% of Year Completed)

	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
REVENUES:					
Property Taxes	\$ -	\$ 86,000	\$ -	\$ -	\$ 428,500
Interest Income	1,498	1,000	1,000	498	287
Proceeds from Sale of Capital Assets	-	-	-	-	-
Capital Borrowing Proceeds	-	-	-	-	-
Transfer from Parks Fund	-	-	-	-	-
Transfer from General Fund	-	-	-	-	10,000
TOTAL REVENUES	\$ 1,498	\$ 87,000	\$ 1,000	\$ 498	\$ 438,787
Budget Percentage Received YTD	149.80%				
EXPENDITURES:					
Equipment Purchases	\$ 63,170	\$ 86,000	\$ 226,000	\$ 162,830	\$ 348,096
Fire Protection Equipment	-	-	-	-	-
Bank & Investment Fees	-	1,000	1,000	1,000	-
Transfer to General Fund	-	-	-	-	-
TOTAL EXPENDITURES	\$ 63,170	\$ 87,000	\$ 227,000	\$ 163,830	\$ 348,096
Budget Percentage Expended YTD	27.83%				
NET CHANGE IN FUND BALANCE	\$ (61,672)	\$ -	\$ (226,000)	\$ 164,328	\$ 90,691
Fund Balance - January 1st	297,039	297,039	297,039		295,100
Fund Balance - March 31st	\$ 235,367	\$ 297,039	\$ 71,039		\$ 385,791


VILLAGE OF KRONENWETTER
Water Utility Fund
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

REVENUES:	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
Metered Sales-Residential	\$ 108,569	\$ 388,237	\$ 388,237	\$ (279,668)	\$ 71,270
Metered Sales-Commercial	9,702	39,320	39,320	(29,618)	8,416
Metered Sales-Industrial	2,636	8,349	8,349	(5,713)	1,786
Private Fire Protection	1,346	5,326	5,326	(3,980)	1,302
Public Fire Protection	32,707	115,014	115,014	(82,307)	20,972
Industrial Fire Protection	541	-	-	541	102
Commercial Fire Protection	1,576	-	-	1,576	1,571
Metered Sales-Public Authority	137	390	390	(253)	89
Metered Sales-Multi Family Residential	15,217	51,500	51,500	(36,283)	9,233
Cell Tower Rental on Water Tower	-	31,360	31,360	(31,360)	-
Water Connection Fees	275	1,000	1,000	(725)	550
Misc Operating Revenues	-	1,290	1,290	(1,290)	26
Clear Water Revenues	4,444	706,335	706,335	(701,891)	2,645
Contributed Assets	-	-	-	-	-
Interest on Investments	18,200	50,000	50,000	(31,800)	20,980
Interest on Lease Receivables	-	-	-	-	-
Forfeited Discounts	823	-	-	823	875
Misc Non-Operating Revenues	-	-	-	-	-
Apply Unrestricted Fund Balance	-	542,500	542,500	(542,500)	-
TOTAL REVENUES	\$ 196,173	\$ 1,940,621	\$ 1,940,621	\$ (1,744,448)	\$ 139,817
<i>Budget Percentage Received YTD</i>	<i>10.11%</i>				
EXPENSES:					
Utility Committee	\$ 270	\$ -	\$ -	\$ (270)	\$ -
Maintenance Meters	224	5,000	5,000	4,776	-
Pumping Expense	37,564	92,447	92,447	54,883	23,969
Purchased Water	-	250,000	250,000	250,000	-
Water Treatment Expense	3,029	34,000	34,000	30,971	7,644
Capital Projects	-	542,500	542,500	542,500	116,894
Trans/Distribution Expense	9,438	109,188	109,188	99,750	42,863
Billing Expense	8,387	55,385	55,385	46,998	9,840
Water Administration	24,029	160,414	160,414	136,385	35,134
Misc Water Expense	13,491	72,757	72,757	59,266	9,561
Safe Drinking Loan - Interest	-	71,051	71,051	71,051	-
Depreciation	-	400,000	400,000	400,000	-
Transfer to General Fund	-	-	-	-	-
TOTAL EXPENSES	\$ 96,432	\$ 1,792,742	\$ 1,792,742	\$ 1,696,310	\$ 245,905
<i>Budget Percentage Expended YTD</i>	<i>5.38%</i>				
NET CHANGE IN NET POSITION	\$ 99,741	\$ 147,879	\$ 147,879	\$ (48,138)	\$ (106,088)

VILLAGE OF KRONENWETTER
Sewer Utility Fund
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

REVENUES:	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
Metered Sales-Residential	\$ 230,479	\$ 817,691	\$ 817,691	\$ (587,212)	\$ 134,905
Metered Sales-Commercial	23,818	91,889	91,889	(68,071)	17,947
Metered Sales-Industrial	7,614	23,783	23,783	(16,169)	4,281
Metered Sales-Multi Family Residential	49,339	168,292	168,292	(118,953)	25,778
Metered Sales-Public Authority	875	3,253	3,253	(2,378)	744
Sewer Connection Fees	275	700	700	(425)	525
Misc Operating Revenues	-	-	-	-	-
Contributed Assets	-	-	-	-	-
Interest on Investments	13,116	35,000	35,000	(21,884)	15,743
Sewer Tax Roll	-	-	-	-	-
Forfeited Discounts	3,415	12,000	12,000	(8,585)	2,597
Misc Non-Operating Revenues	-	-	-	-	-
Apply Unrestricted Fund Balance	-	-	-	-	-
TOTAL REVENUES	\$ 328,931	\$ 1,152,608	\$ 1,152,608	\$ (823,677)	\$ 202,520
<i>Budget Percentage Received YTD</i>	<i>28.54%</i>				
EXPENSES:					
Sewer Administration/Crew	\$ 45,469	\$ 217,041	\$ 217,041	\$ 171,572	\$ 47,393
Sewer Operations/Maintenance	27,684	288,525	288,525	260,841	58,161
Rib Mt Sewerage District	68,629	430,000	430,000	361,371	78,746
Capital Projects	-	407,500	407,500	407,500	3,827
Depreciation	-	280,000	280,000	280,000	-
Transfer to General Fund	-	-	-	-	-
TOTAL EXPENSES	\$ 141,782	\$ 1,623,066	\$ 1,623,066	\$ 1,481,284	\$ 188,127
<i>Budget Percentage Expended YTD</i>	<i>8.74%</i>				
NET CHANGE IN NET POSITION	\$ 187,149	\$ (470,458)	\$ (470,458)	\$ 657,607	\$ 14,393

VILLAGE OF KRONENWETTER
Debt Service Fund
Year-to-Date Ended March 31, 2025 and 2024
(25% of Year Completed)

	3/31/2025 YTD Actual	2025 Original Budget	2025 Amended Budget	2025 Budget Variance - Positive (Negative)	3/31/2024 YTD Actual
REVENUES:					
Property Taxes	\$ 662,169	\$ 110,636	\$ 662,169	\$ -	\$ 193,012
Special Assessments - Principal Payments	-	8,465	8,465	(8,465)	17,255
Interest Income - on Investments	4,444	19,000	19,000	(14,556)	3,046
Interest Income - on Special Assessments	2,109	2,109	2,109	-	-
Bond Premium	-	42,500	42,500	(42,500)	-
Apply Designated Fund Balance	-	-	-	-	-
Transfer from Capital Project Funds	-	-	57,000	(57,000)	-
Transfer from TID Funds	-	1,563,286	1,563,286	(1,563,286)	-
TOTAL REVENUES	\$ 668,722	\$ 1,745,996	\$ 2,354,529	\$ (1,685,807)	\$ 213,313
<i>Budget Percentage Received YTD</i>	<i>28.40%</i>				
EXPENDITURES:					
Principal Payments	\$ 219,531	\$ 1,321,179	\$ 1,321,179	\$ 1,101,648	\$ 606,179
Interest Payments	35,022	424,817	424,817	389,795	82,624
Debt Issuance Costs	-	-	-	-	-
TOTAL EXPENDITURES	\$ 254,553	\$ 1,745,996	\$ 1,745,996	\$ 1,491,443	\$ 688,803
<i>Budget Percentage Expended YTD</i>	<i>14.58%</i>				
NET CHANGE IN FUND BALANCE	\$ 414,169	\$ -	\$ 608,533	\$ (194,364)	\$ (475,490)
Fund Balance - January 1st	123,919	123,919	123,919		595,895
Fund Balance - March 31st	\$ 538,088	\$ 123,919	\$ 732,452		\$ 120,405
					
Debt Service Fund Restrictions:					
Apply Balance of Bond Premium to Future Debt Service Payments (apply to 2026 budget)	\$ 73,679				
Unassigned Fund Balance	\$ 464,409				
Fund Balance - 3/31/2025	\$ 538,088				

VILLAGE OF KRONENWETTER
Schedule of Debt Outstanding
March 31, 2025

Section 3, Item E.

NAME OF DEBT OBLIGATION:	As of 3/31/2025
2016 Lease Revenue Bonds	\$ 1,570,000.00
2018 General Obligation Notes	480,000.00
2021A General Obligation Bonds	3,110,000.00
2021B General Obligation Bonds	1,315,000.00
2023 Fire Truck Note	606,498.36
2024 Safe Water Drinking Loan	3,158,591.11
2024 General Obligation Notes	7,855,000.00
TOTAL DEBT OUTSTANDING	\$ 18,095,089.47

DEBT OUTSTANDING BY FUNDING SOURCE:	As of 3/31/2025
Debt Service Fund - Tax Levy	\$ 4,256,498.36
TID #1 Fund	3,175,000.00
TID #2 Fund	6,390,000.00
TID #3 Fund	-
TID #4 Fund	1,115,000.00
Water Utility Fund	3,158,591.11
Sewer Utility Fund	-
TOTAL DEBT OUTSTANDING - by Funding Source	\$ 18,095,089.47

DEBT OUTSTANDING BY DEBT TYPE:	As of 3/31/2025
General Obligation Debt	\$ 13,366,498.36
Lease Revenue Bonds	1,570,000.00
Water Utility Safe Water Drinking Loan	3,158,591.11
Water Utility Revenue Bonds	-
Sewer Utility Revenue Bonds	-
TOTAL DEBT OUTSTANDING - by Debt Type	\$ 18,095,089.47

CALCULATION OF GENERAL OBLIGATION DEBT CAPACITY:	As of 3/31/2025	Debt Capacity
2024 Equalized Valuation of Village	\$ 964,532,600	
	x 5%	
2025 Maximum General Obligation Debt Limit	\$ 48,226,630	
2025 Maximum General Obligation Debt Limit	\$ 48,226,630	
Less: 3/31/2025 Outstanding General Obligation Debt	\$ (13,366,498)	27.72%
2025 General Obligation Debt Limit Available to Village	\$ 34,860,132	72.28%

VOK President's Report for Additional Assigned Duties

July 14, 2025

David Baker, President

Completed or In Process

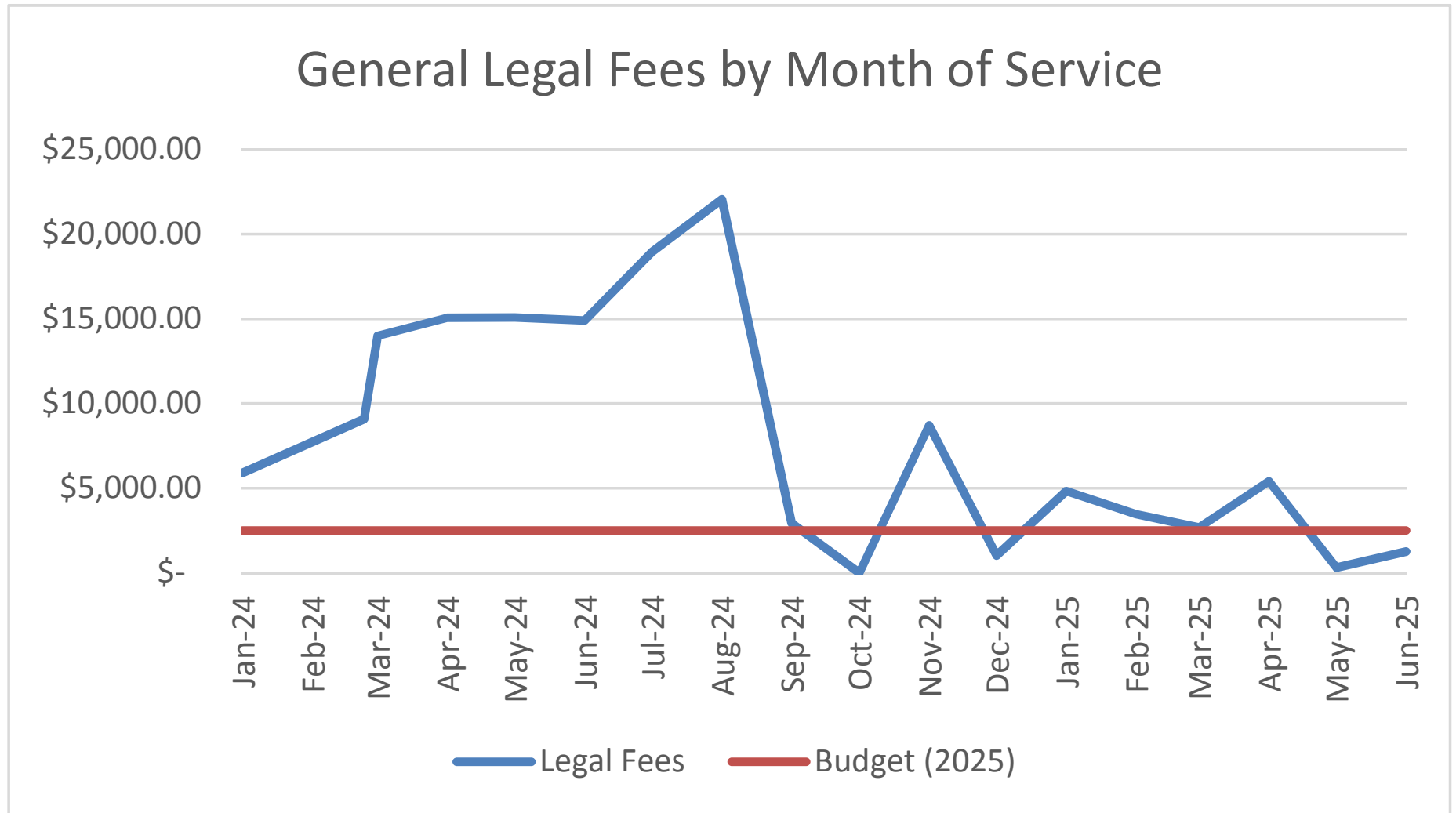
- Attended/Led Tuesday morning staff meetings
- Phone calls/meetings re Riverside Ambulance/Kronenwetter Fire Department relationship
- Met with Fire Chief O'Brien/Trustee Joling
- Revised Budget Timeline (with John) based on feedback
- Issued Attorney RFP
- Met with Attorney VanderWaal / Milestone Materials
- Worked on TID #1 Analysis
- Signed PO for Asphalt Dump Body for Public Works Truck
- Met with resident re Martin Road/Last Board meeting
- Met with Chief McHugh multiple times re various issues
- Met with Greg re Harters, Earth Inc (Kronenwetter Drive schedule), various other items
- Met with Pete multiple times – various zoning and economic development items

Upcoming

- Meeting with Denyon Homes
- Phone calls to encourage response to Attorney RFP
- Budget Guidelines/Expectations Worksheet

Village of Kronenwetter		
General Legal Fees by Month of Service		
Jan-24	\$	5,901.50
Feb-24	\$	9,075.50
Mar-24	\$	13,989.00
Apr-24	\$	15,060.00
May-24	\$	15,082.00
Jun-24	\$	14,895.50
Jul-24	\$	18,952.50
Aug-24	\$	22,055.00
Sep-24	\$	2,928.87
Oct-24	\$	-
Nov-24	\$	8,700.00
Dec-24	\$	1,020.00
SubTotal	\$	127,659.87
Jan-25	\$	4,820.00
Feb-25	\$	3,460.00
Mar-25	\$	2,680.00
Apr-25	\$	5,408.00
May-25	\$	308.00
Jun-25	\$	1,252.00
SubTotal	\$	17,928.00

Data from miViewPoint 7/10/2025





REPORT TO VILLAGE BOARD

ITEM NAME:	Operator (Bartender) License – Amber Spatz
MEETING DATE:	July 14, 2025
PRESENTING COMMITTEE:	
COMMITTEE CONTACT:	
STAFF CONTACT:	Jennifer Poyer
PREPARED BY:	Jennifer Poyer

ISSUE:

OBJECTIVES:

ISSUE BACKGROUND/PREVIOUS ACTIONS:

Background checks have been completed. The applicant meets the following qualifications needed for an Operator’s License:

- Must be 18-years of age
- Meet criminal record requirements subject to the Fair Employment Act
- Completion of Responsible Beverage Server Course. This can be waived if applicant hold an unexpired Operator’s License from the Village of Kronenwetter or another municipality.

If you vote to disapprove a license application, a reason must be stated.

PROPOSAL:

ADVANTAGES:

DISADVANTAGES:

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

RECOMMENDED ACTION:

Approval of Operator (Bartender) License

OTHER OPTIONS CONSIDERED:

TIMING REQUIREMENTS/CONSTRAINTS:

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

Remaining CFY

Account Number:

Description:

Budgeted Amount:

Spent to Date:

Percentage Used:

Remaining:

ATTACHMENTS (describe briefly): Application, background check results, training confirmation certificate, Reasons for Operator’s License Rejection



- ☒ Operator's License \$50.00 Expires on 6/30 in odd years Operator's
☐ License Renewal \$50.00 Expires on 6/30 in odd years Provisional
☒ Operator's License \$15.00 Expires in 30-days Temporary
☐ Operator's License \$15.00 One time use only for nonprofits **FEE IS NON-REFUNDABLE**

LICENSE APPLICATION FOR OPERATOR'S (BARTENDER'S) LICENSE

SECTION 1 - APPLICANT INFORMATION

Applicant Name (Last, First, MI) <u>Spatz, Amber N</u>		All former Names	
Street Address <u>218800 fawn Rd #53</u>	City <u>Mosinee</u>	State <u>WI</u>	Zip <u>54455</u>
Driver's License Number <u>8132-0148-8633-08</u>	Date of Birth <u>4-13-88</u>	Phone Number <u>534-277-8453</u>	

SECTION 2 - CONVICTION RECORD (Please make sure to list ALL convictions. Application may be denied if not listed)

- The VILLAGE OF KRONENWETTER performs background checks on all applicants. The VILLAGE may suspend, revoke or deny a license issued upon this application if the applicant fails to provide requested information or is not truthful in completion of this application.
- The VILLAGE OF KRONENWETTER does not issue licenses or permits related to alcohol beverages to any person who has habitually been a law offender or has been convicted of a felony that the VILLAGE determines, substantially relates to the licensing activity unless the person has been duly pardoned.
- Even if your license has been granted, it will be held if you owe any outstanding fines, forfeitures or other debts to the VILLAGE.

Have you ever been arrested, or have charges pending or been convicted of any offenses, or violations of ANY federal, state, or municipal laws or ordinances here or any other municipality? ☐ NO ☒ YES (Complete arrest or conviction information below)

Date <u>2014</u>	Nature of Offense <u>Battery possession OWI</u>	Location of Offense <u>Marathon, Portage</u>
<u>2020</u>	<u>possession</u>	<u>- Appealed - Court 10-19-25 to dismiss</u>

List additional information regarding arrest / conviction information on the back of this application.

SECTION 3 - CERTIFICATION/LICENSE (You must have at least ONE of the items below)

Do you have a "Responsible Beverage Servers Training Course" certificate from within the last two years? If yes please attach a copy of your certificate	<input checked="" type="radio"/> Yes <input type="radio"/> No
Are you currently enrolled in a "Responsible Beverage Servers Training Course"? If yes please attach a copy of your enrollment receipt	<input type="radio"/> Yes <input checked="" type="radio"/> No
Do you currently hold an unexpired Operator's License from the Village of Kronenwetter or another municipality? If yes, please attach a copy of your license <u>Mosinee</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No

SECTION 4 - PENALTY NOTICE/OATH

I hereby apply for a license to serve fermented malt beverages and intoxicating liquors, subject to the limitations imposed by Section 125.32(2) and 125.68(2) of the Wisconsin Statutes and all acts amendatory and supplementary of those sections, and hereby agree to comply with all laws, resolutions, ordinances and regulations, Federal, State or Local, affecting the sale of such beverages and liquors if a license is granted to me.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature: Amber Spatz

FOR OFFICE USE ONLY

Date sent to KPD 6/26/25 Date Payment Received: 6/18/25
 Board Date: / / Approved: Y / N Check # or Cash or CC By:



Kronenwetter Police Department

1582 Kronenwetter Drive
Kronenwetter, WI 54455
Phone: (715) 693-4215
Fax: (715) 693-4228

Terry McHugh
CHIEF OF POLICE

Christopher Smart
LIEUTENANT

MEMORANDUM

TO: JENNIFER POYER, VILLAGE CLERK
FROM: CHIEF TERRY MCHUGH *Tm*
SUBJECT: AMBER N. SPATZ BARTENDER APPLICATION
DATE: JUNE 30, 2025

At your request, I did a background check of Amber N. Spatz using the Circuit Court Access Program (CCAP). Attached are CCAP summary pages with the results for that search.

CCAP shows that Ms. Spatz was convicted of the following:

- Possession of Meth (two convictions in 2014);
- Operating After Revocation (five convictions—2015, 2013, three convictions in 2012);
- Disorderly Conduct (three convictions—2015, 2009 and 2008);
- Resisting/Obstructing (three convictions—2015, 2013 and 2011);
- OWI (3rd Offense) in 2012;
- OWI (2nd Offense) in 2009.

ded
Enclosure



*"Community Focused, People
First"*

www.kronenwetter.org
police@kronenwetter.org

Case search results

You searched for: **Last name:** SPATZ, **First name:** AMBER

Showing 1 to 25 of 43 entries

Case number	Filing date	County name	Case status	Name	Date of birth	Caption
2025SC000014	01-02-2025	Marathon	Closed	Spatz, Amber N		Valley Communities Credit Union vs. Amber N Spatz
2023SC000911	06-07-2023	Marathon	Closed	Spatz, Amber N		Larry Donald Moodie vs. Amber N Spatz
1998PA000113PJ	12-28-2022	Marathon	Closed	Spatz, Amber		In RE the Paternity of :. I. M. M.
1998PA000113PJ	12-28-2022	Marathon	Closed	Spatz, Amber		In RE the Paternity of :. I. M. M.
1997PA000064PJ	12-28-2022	Marathon	Closed	Spatz, Amber		In RE the Paternity of :. D. J. F.
2020CF001002	10-12-2020	Marathon	Closed	Spatz, Amber Nicole		State of Wisconsin vs. Amber N. Spatz
2020CF001002	10-12-2020	Marathon	Closed	Spatz, Amber N.	04-13-1988	State of Wisconsin vs. Amber N. Spatz
2016FA0000657	11-21-2016	Marathon	Closed	Spatz, Amber Nicole	04-1988	In RE: the Support or Maintenance of R.
2016FA000064	02-04-2016	Marathon	Closed	Spatz, Amber N	04-1988	In RE: the Support or Maintenance of V. M. H.
2015CM002314	12-09-2015	Marathon	Closed	Spatz, Amber N.	04-13-1988	State of Wisconsin vs. Amber N. Spatz
2015CM001647	08-31-2015	Marathon	Closed	Spatz, Amber N.	04-13-1988	State of Wisconsin vs. Amber N. Spatz
2015TJ000067	02-18-2015	Marathon	Filed Only	Spatz, Amber N		City of Wausau vs. Amber N Spatz
2015TJ000065	02-18-2015	Marathon	Filed Only	Spatz, Amber N		City of Wausau vs. Amber N Spatz
2015CM000225	02-04-2015	Marathon	Closed	Spatz, Amber N.	04-13-1988	State of Wisconsin vs. Amber N. Spatz
2014TJ000222	09-16-2014	Marathon	Filed Only	Spatz, Amber		City of Wausau vs. Amber Spatz
2014FA000399	06-09-2014	Marathon	Closed	Spatz, Amber N	04-1988	In RE: the Support or Maintenance of V. A. Z.
2014CF000307	04-08-2014	Marathon	Closed	Spatz, Amber N.	04-13-1988	State of Wisconsin vs. Amber N. Spatz
2014CF000061	01-21-2014	Marathon	Closed	Spatz, Amber N.	04-13-1988	State of Wisconsin vs. Amber N. Spatz
2014CF000055	01-21-2014	Marathon	Closed	Spatz, Amber N.	04-13-1988	State of Wisconsin vs. Amber N. Spatz
2013CM000504	11-19-2013	Portage	Closed	Spatz, Amber N	04-13-1988	State of Wisconsin vs. Amber N Spatz
2013CF000905	10-22-2013	Marathon	Closed	Spatz, Amber N.	04-13-1988	State of Wisconsin vs. Amber N. Spatz
2013SC002384	10-17-2013	Marathon	Closed	Spatz, Amber Nicole	04-1988	Amber Nicole Spatz vs. Robin Wilde
2013CM001466	08-12-2013	Marathon	Closed	Spatz, Amber N.	04-13-1988	State of Wisconsin vs. Amber N. Spatz
2013CM001120	06-21-2013	Marathon	Closed	Spatz, Amber N.	04-13-1988	State of Wisconsin vs. Amber N. Spatz
2013CM000068	02-22-2013	Portage	Closed	Spatz, Amber N	04-13-1988	State of Wisconsin vs. Amber N Spatz



Wisconsin Responsible Serving of Alcohol
This certificate confirms that

Amber Spatz

has successfully passed the Rserveing Responsible Serving of Alcohol course of study.
This is a Wisconsin Department of Revenue approved Responsible Beverage Server Training
Course in compliance with Sec. 125.17 (6) and 125.04 (5) (a) 5, Wis. Stats.

Certificate #: PSCC10000812867
Award Date: 06-20-2025
Expiration Date: 06-19-2027



To verify this certificate, go to Rserveing.com

Robert V Graham
Robert Graham, President/CEO



Bartender License (Operator's License) Rejection in Wisconsin:

Reasons for rejection:

- **Criminal record:** A criminal record, especially felony convictions, can lead to rejection, particularly if the offenses are deemed "substantially related" to the responsibilities of serving alcohol.
- **Alcohol-related offenses:** Multiple alcohol-related violations, including DUI convictions, within a specific timeframe (e.g., within the past two years) may result in denial.
- **Failure to disclose:** Dishonesty or failure to disclose all relevant information on the application, including criminal history, can lead to immediate denial.
- **Lack of responsible beverage server training:** Failing to complete an approved Responsible Beverage Server Training Course (RBSTC) or not meeting the renewal requirements may prevent license issuance.
- **Violations related to previous licenses/employment:** Suspensions, revocations, or dismissals from previous bartending jobs, particularly within the last year, may be considered grounds for denial.
- **Use of alcohol or controlled substances:** Conduct exhibiting excessive use of alcohol or controlled substances that impairs the ability to perform job duties can be grounds for denial.
- **Incomplete or inaccurate application:** Failure to provide complete or accurate information on the application form can lead to rejection.

Impact of a criminal record:

- **Felony convictions:** Wisconsin law prohibits the denial of a license based on a conviction unless the record substantially relates to the licensing activity.
- **Substantially related offenses:** Examples include offenses related to substance abuse or those that demonstrate a lack of moral character and judgment in handling alcohol.
- **DUI and alcohol-related convictions:** While a DUI or felony conviction doesn't automatically disqualify you, it can present challenges.

Appealing a rejected license:

- Process varies by municipality: The specific process for appealing a denied license may differ depending on the local municipality.
- Typically involves a hearing: You may have the opportunity to request a hearing before a governing body, such as the Common Council or a licensing committee, to present evidence and appeal the decision.
- Reapplication: If the appeal is unsuccessful, you may be able to reapply after a specified period (e.g., one year).

Important Notes:

- Transparency is crucial: Being honest and disclosing all relevant information is essential for a smooth application process.
- Local regulations are important: Each municipality in Wisconsin may have its own specific rules and regulations regarding bartender licensing.
- Seek legal advice: If you have concerns about your eligibility due to a criminal record or if your license is denied, seeking legal advice from a qualified professional is recommended.



VILLAGE BOARD MEETING MINUTES

June 23, 2025 at 6:00 PM

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

1. CALL MEETING TO ORDER

Village President David Baker called the June 23, 2025 Village Board Meeting to order at 6 p.m.

A. Pledge of Allegiance

Those in attendance were invited to recite the Pledge of Allegiance.

B. Roll Call

PRESENT: *President David Baker, Trustee Ken Charneski, Trustee Aaron Myszka, Trustee Craig Mortensen, Trustee Sandi Sorensen, Trustee Dan Joling, Trustee Jessica Stowell*

STAFF: *Community Development Director Peter Wegner, Public Works Director Greg Ulman, Interim Finance Director John Jacobs, Clerk Jennifer Poyer*

2. PUBLIC COMMENT

Ariel Scheftgen, 2384 Old Highway 51, Kronenwetter, WI 54455- *Comment read by village clerk and attached to minutes.*

Carley Jones, 1525 Maple Ridge Road, Kronenwetter, WI 54455 - *Comment read by village clerk and attached to minutes.*

Sam Gooch, 949 Oak Road, Kronenwetter, WI 54455 – *Comment read by village clerk and attached to minutes.*

Ken Maciaz, 3883 Martin Road, Kronenwetter, WI 54455 – *Maciaz commented on the speed limit change agenda item. Maciaz is a resident on Martin Road. He said the speed limit should remain 45 mph due to the condition of the road; amounts of wildlife present; and the usage level by vehicles and bike riders.*

Sheldon Rouse, 2217 Setter Drive, Kronenwetter, WI 54455 – *Rouse commented on the speed limit change agenda item. He said Martin Road should continue to have a 45-mph speed limit due to the road conditions. He said it is up to the discretion of the Village Board to make the determination.*

Randy Charneski, 1612 Maple Ridge Road, Kronenwetter, WI 54455 – *Charneski commented on the speed limit change agenda item. He said he has lived on Maple Ridge Road for 35 years. He suggested making the speed limit 45 mph on a portion of the road but not the entire road.*

3. REPORTS FROM STAFF AND VENDORS

C. Public Works Director Report

Public Works Director Greg Ulman presented his report. He gave an update on the construction on Kronenwetter Drive; lift stations; and park upgrades.

D. Community Development Director Report

Community Development Director Peter Wegner presented his report. He answered questions regarding a rezone on 3037 W. Nick Avenue and fireworks and explosives permit requirements.

E. Interim Finance Director Report

Interim Finance Director John Jacobs presented his report. He reviewed the first quarter financials of the General Fund. He answered questions received from Village Board members.

F. Village President Report - Additional Assigned Duties

President Baker presented his report. He mentioned the administrative assistant applicants; attorney RFP; and Tower wood water problem.

4. CONSENT AGENDA - DISCUSSION AND POSSIBLE ACTION**G. June 9, 2025 Village Board Meeting Minutes****H. Operator (Bartender) Licenses**

- 1) Jackie Kasten
- 2) Sheila K. Kuhnert
- 3) Kristine A. Morgan
- 4) Lindsay A. Seering
- 5) Kathleen R. Fox
- 6) Cameron J. Pflanzner
- 7) Jason W. Holmes
- 8) Amy A. Stenberg

Motion by Charneski/Myszka to approve the Consent Agenda as presented. Motion carried by voice vote. 7:0.

5. OLD BUSINESS - DISCUSSION AND POSSIBLE ACTION**I. 45 mph Speed Limit – Martin and Maple Ridge Roads**

Motion by Mortensen/Myszka to retain the speed limit on Martin and Maple Ridge Roads, to leave them at 45 mph. Motion carried by roll call vote. 6:1. Voting yea- Baker, Myszka, Mortensen, Sorensen, Joling, Stowell; Voting nay – Charneski

Discussed the legality of the change; safety concerns; road conditions; legal opinion; possible solutions; traffic and engineering study; law enforcement's presence; traffic regulations; Wis. Stats. 496 and 349; and resident feedback. Additional residents were given an opportunity to voice their opinion on the matter.

Item 6K was discussed after 5I.

J. 51 Bar & Grill Alcohol License Renewal

Motion by Charneski/Mortensen to approve the renewal for the alcohol license for Scott Newbauer for the 51 Bar & Grill. Motion carried by voice vote. 7:0.

Discussed action to take in regard to remind Newbauer to be a responsible bar owner and police report.

6. NEW BUSINESS - DISCUSSION AND POSSIBLE ACTION**K. Extension of Road Grader Lease**

Motion by Charneski/Mortensen to accept the extension of the road grader lease with the annual payment of \$27,858.22. Motion carried by voice vote. 7:0.

Public Works Director Ulman and Public Works Lead Brad Jacobson presented and explained the lease extension for the road grader.

L. May 2025 Vouchers and ACH Transactions

Interim Finance Director Jacobs answered questions regarding the vouchers and ACH transactions.

M. Village Board Member Budget Training Attendance

Motion by Myszka/Mortensen to approved the meeting attendance of the budget training for members Sorensen, Joling and Stowell for a cost of \$225.

Motion carried by roll call vote. 4:0. Voting yea- Baker, Charneski, Mortensen, Myszka, Mortensen; Abstaining - Sorensen, Joling, Stowell

Discussed trustees reporting on training and approval process.

N. RESOLUTION NO.: 2025-007 Approving the Village's 2024 Compliance Maintenance Annual Report

Motion by Mortensen/Charneski to approve the 2024 CMAR Packet. Motion carried by voice vote. 7:0.

No discussion.

O. Zoning Change Request and CSM Chad Bleibaum (PC)

Motion by Charneski/Joling to approve the zoning change request for Chad Bleibaum, 4192 Martin Road. Motion carried by roll call vote. 7:0.
No discussion.

P. Consideration of Village President David Baker to Serve as Interim Village Administrator

Motion by Mortensen/Myszka to postpone until next Village Board meeting. Motion failed by roll call vote. 3:3. Voting yea- Mortensen, Myszka, Stowell; Voting nay – Charneski, Sorensen, Joling; Abstaining – Baker

Motion by Sorensen/Joling to offer interim position to David Baker with a cap of \$14,750 at a rate of \$30 per hour or until we hire an administrator, whichever comes first starting June 24, 2025.

Motion failed by roll call vote. 3:1. Voting yea- Sorensen, Joling, Charneski; Voting nay – Myszka; Abstaining – Baker, Stowell, Mortensen

Discussed legal opinions from the League of WI Municipalities and Village attorney; administrator hiring process; administrator duties needed; Baker's hours spent working on administrative duties versus Village president duties; contractor versus employee status; possible cap or end date; and pay.

7. PREVIOUS MEETING MINUTES FROM COMMISSIONS AND COMMITTEES

Q. March 17, 2025 Plan Commission Meeting Minutes

R. March 31, 2025 Plan Commission Meeting Minutes

S. April 21, 2025 Plan Commission Meeting Minutes

T. January 7, 2025 Utility Committee Meeting Minutes

U. April 8, 2025 Utility Committee Meeting Minutes

V. May 6, 2025 Utility Committee Meeting Minutes

W. May 15, 2025 Administrative Policy Committee Meeting Minutes

Board members commented on missing attribution on Utility Committee meeting minutes.

8. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

Von Briesen Report

9. ADJOURNMENT

Motion by Charneski/Stowell to adjourn. Motion carried by voice vote. 7:0.

Meeting adjourned at 9:20 p.m.

Jennifer Poyer

From: Jennifer Poyer
Sent: Monday, June 23, 2025 7:15 AM
To: David M. Baker; Ken Charneski; Craig Mortensen; Aaron Myszka; Jessica Stowell; Sandi Sorensen; Dan Joling
Subject: FW: [External] Public comment

Please see the public comment for tonight's Village Board meeting.(below)



Jennifer Poyer
Village of Kronenwetter
Village Clerk

Phone: 715-693-4200 ext. 1722
Email: [jpoyer@kronenwetter.gov](mailto:jpayer@kronenwetter.gov)

1582 Kronenwetter Drive
 Kronenwetter, WI 54455

www.kronenwetter.gov

[Subscribe to our monthly e-newsletter.](#)



From: a s <atootiem@yahoo.com>
Sent: Sunday, June 22, 2025 11:07 PM
To: Jennifer Poyer <jpayer@kronenwetter.gov>
Subject: [External] Public comment

Hi there!

"This is Ariel Scheftgen currently at 2384 Old Highway 51 Kronenwetter WI. Our update for the county purchasing our property is that it has passed in the infrastructure and HR/finance committees on the county level. I think it has yet to pass at the entire County Board level. We still have not secured a new(new to us) home. We appreciate your support and will continue to update as we know more. "

Jennifer Poyer

From: Carley Jones <carleyejones@gmail.com>
Sent: Sunday, June 22, 2025 4:01 PM
To: Jennifer Poyer
Cc: David M. Baker
Subject: [External] Maple Ridge Road Speed Limit Public Comment - 6/23/2025

Jennifer: Please include this public comment at the Village Board Meeting on 6/23/2025.

Village Board:

My name is Carley Jones and I live at 1525 Maple Ridge Road. I am a municipal engineer practicing for 10 years that spends every day advising municipalities around the state. I unfortunately will not be at the Village Board meeting as my 1-year-old son is having surgery in Milwaukee today with a minimum of a one-night mandatory overnight stay.

I have spoken to you previously on my concerns of the legality of the Board's ability to change the speed limit on Maple Ridge Road. Based on my review of the lawyer's report, he is giving the Village the ability to keep the speed limit at 45 MPH ONLY IF the change was based on the content of the traffic report.

In my opinion, the reasons previously stated for changing the speed limit are NOT based on the traffic report. I will briefly outline why below. The reasons I have seen stated for the traffic change are as follows:

- **General Safety of the Road with potential for accidents:** According to the report, there has been 10 accidents in the last 5 years. This is much lower than I would have expected if the road was not safe. 5 of the accidents were related to deer, 3 were property damage accidents, 2 accidents from impaired drivers. In my opinion this would not provide a conclusion that the road is unsafe. Assuming 192,000 trips on the road per year, only 0.001% of those trips result in an accident.
- **Concerns about stopping distance for driveways near the hill between Spring and Oak:** This was not analyzed in the report and cannot be used as a reason according to the Lawyer's review. I would recommend either conducting a review of the vertical curves and stopping distance or to install road signs to inform drivers of the existing condition such as "hidden driveway" or "hills block views".
- **Not having a shoulder on the road:** It is unclear in the report if this was analyzed. Based on personal experience, there is a gravel shoulder on the road that seems to be compliance with the typical section for a local road with the average daily trips and a speed limit of 55 MPH according to the DOT guidance.
- **Condition of the Road:** This was not analyzed in the report and cannot be used as a reason according to the Lawyer's review.
- **Speeding Drivers:** Max Speed and Minimum Speed was noted in the report. But, DOT notes in their FAQ's about speed limits that lowering the speed limit will not fix this issue and that an increase in law enforcement presence is the best approach to this problem.
- **Average Speed in the Report was 52 MPH:** While this may seem to intuitively make sense to set a speed limit. It is actually not the generally accepted data point to use when choosing a speed limit. It is more generally the 85th percentile speed limit when conducting a traffic study. It is noted in the guidance attached to the agenda packet that the general practice for the DOT to "approve speed limits which fall within 5 mph of the measured 85th percentile speed and no more than 2 mph below the measured average speed". I had a conversation with

the Police Chief, and the 85th percentile on the Maple Ridge Road study (from November) was actually 58 MPH. So a more generally accepted speed limit would be anything from 55 MPH to 60MPH.

At risk of the village being subject to future litigation per the Lawyer's report, I highly recommend that the Board reverse the previous approval from January that lowered the speed limit to 45 MPH as there is not any content within the report that would conclude that a speed reduction was necessary.

Thanks,
Carley Jones

Sam Gooch

949 Oak Rd

Public Comment for Village Board Meeting

Dear Village Board Members,

I am submitting this comment regarding the agenda item on speed limits for Maple Ridge Road and Martin Road. I would like to express my support for maintaining a 55 mph speed limit, particularly on Maple Ridge Road.

Maple Ridge is a rural road, very similar to other county roads in the area that are posted at 55 mph. It also serves as an important access route to the highway, where efficient travel is important for many residents. According to the village engineer's report, a reduction in speed to 45 mph is not warranted based on road conditions and traffic data.

I understand and empathize with the concerns of residents regarding speeding. However, I do not believe lowering the speed limit is the right solution. If speeding is occurring, increased enforcement would likely be more effective. The speed study data shows that many drivers were already significantly exceeding the 55 mph limit—indicating that the problem lies with enforcement, not the posted speed limit itself.

Additionally, a reduced speed limit may unintentionally introduce new safety concerns. A 45 mph limit could increase the variation in driving speeds along the road, potentially leading to tailgating, unsafe passing, and general driver frustration—all of which can increase the risk of crashes.

I would suggest reinstalling a radar speed sign at the current 45 mph limit and comparing that data with the earlier report from when the limit was 55. This would give the board more complete information when making a decision.

Lastly, I encourage the board to consider the input of engineers and traffic experts. Public safety matters, and a reasoned, evidence-based approach will best serve the community.

Thank you for your time and consideration.

Sincerely,

Sam Gooch



REPORT TO VILLAGE BOARD

ITEM NAME:	Assignment of Functions and Duties of Administrator During Absence of an Administrator
MEETING DATE:	July 14, 2025
PRESENTING COMMITTEE:	NA
COMMITTEE CONTACT:	David Baker
STAFF CONTACT:	Jennifer Poyer
PREPARED BY:	David Baker

ISSUE: The Village currently does not have an Administrator but needs many of the duties of the Administrator to be fulfilled in order for the Village to function properly and effectively. It is expected to take a period of time for the Village Board, Staff, and Committees to determine the best path forward in light of the recently discovered budget and tax levy issues.

OBJECTIVES: Assign responsibilities for the Administrator's duties to provide clarity and promote a well-functioning organization.

ISSUE BACKGROUND/PREVIOUS ACTIONS: See Previous Reports and Board Actions.

PROPOSAL: Extend the proposed assignment of duties until December 31, 2025 or until the Village hires an Administrator, whichever comes first.

ADVANTAGES: Continue to provide for fulfillment of the duties of the Administrator.

DISADVANTAGES:

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

RECOMMENDED ACTION: Discussion and Possible Action by Board. Recommended Motion: Extend the Assignment of Administrator duties until December 31, 2025 or until the Village hires an Administrator, whichever comes first.

OTHER OPTIONS CONSIDERED:

TIMING REQUIREMENTS/CONSTRAINTS:

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

There is no additional funding required beyond the normal \$7,800 salary of the Village President.

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

ATTACHMENTS (describe briefly):

VILLAGE OF KRONENWETTER

2026 Budget Timetable (as of 7/03/2025)

Tuesday, 6/24/2025	Present 2026 Budget Timetable to APC (Admin Policy Committee)
Monday, 7/14/2025	Present 2026 Budget Timetable to Village Board
Tuesday, 7/22/2025	APC Meeting – Review 2026 Budget Guidelines & Set Expectations
Monday, 7/28/2025	Village Board Meeting – Review 2026 Budget Guidelines & Set Expectations
Friday, 8/01/2025	WDOR releases <i>Preliminary</i> 2025 Net New Construction Numbers & 2025 Equalized Valuation, including TIF Districts
Tuesday, 8/05/2025	Village Staff meeting to Kick-off 2026 Budget, with worksheets & guidelines/expectations (previously approved by Village Board)
Friday, 8/15/2025	WDOR releases <i>Final</i> 2025 Net New Construction Numbers & 2025 Equalized Valuation, including TIF Districts
Friday, 8/15/2025	WDOR releases 2026 Personal Property Aid Estimates
Monday, 9/08/2025	Finance Department inserts 2026 Wages & Fringes into Budget for Departments
Friday, 9/12/2025	Village Departments submit 2026 Budget Requests to Finance Department
Monday, 9/15/2025	WDOR releases 2026 Shared Revenue Estimates
Friday, 9/19/2025	Finance Department compiles 2026 Department Budgets and sends to Village Administrator for First Review
Weeks of 9/22-10/03/2025	Village Administrator completes review of 2026 Proposed Budget
Tuesday, 09/30/2025	2026 Preliminary Utility Fund Budgets reviewed with UC (Utility Committee)
Wednesday, 10/01/2025	WDOR releases 2026 Exempt Computer Aid & Video Service Provider Aid Estimates
Wednesday, 10/01/2025	WDOR releases 2025 Municipal Fees of Manufacturing Property Assessment
Monday, 10/06/2025	WDOT releases 2026 Highway Aids Estimate

Thursday, 10/09/2025	2026 Preliminary Budget reviewed with APC (Admin Po Committee) – “special meeting”
Tuesday, 10/14/2025	2026 Preliminary Budget distributed to Village Board for Budget Workshops
Tuesday, 10/21/2025	Village holds 2026 Budget Workshop #1 (Village Board/APC) – “special meeting for Village Board”
Wednesday, 10/22/2025	Village holds 2026 Budget Workshop #2 (Village Board/APC) – “special meeting for Village Board & APC”
Thursday, 10/23/2025	Village submits 2026 Budget Hearing notice proof to <u>Wausau Daily Herald</u>
Friday, 10/24/2025	Village publishes 2026 Proposed Budget on Village’s website
Sunday, 10/26/2025	Village publishes 2026 Budget Hearing Notice in <u>Wausau Daily Herald</u> (at least 15 days prior to 2026 Budget Hearing)
Friday, 10/31/2025	<i>Tech Colleges certify tax levy to Village (for 2026 TIF Districts)</i>
Monday, 11/03/2025	<i>WDOR sends 1st Reassessment Notice Warning Letter to Village (4th Consecutive Year Assessment Ratio below 90%)</i>
Monday, 11/10/2025	Village holds 2026 Budget Hearing & Adopts 2026 Budget
Tuesday, 11/11/2025	<i>School Districts certify tax levy to Village (for 2026 TIF Districts)</i>
Thursday, 11/20/2025	<i>WDOR releases 2025 Lottery Credit, First Dollar Credit, and School Levy Tax Credit Amounts</i>
Tuesday, 11/25/2025	Village submits 2025 Tax Roll to County for processing December 2025 Tax Bills
Tuesday, 12/09/2025	Estimated Date that Dec 2025 Property Tax Bills are sent out in the mail to taxpayers
Monday, 12/15/2025	Village submits 2025 Municipal Levy Limit Worksheet, Statement of Taxes, & Tax Increment Worksheet to WDOR

LEGEND for Important Dates:**Red – For Village Board, Committees, & Taxpayers/Residents**

Blue – For Department Heads/Managers

Green – For Finance Department

Black – WDOR (Wis Dept of Revenue), WDOT (Wis Dept of Transportation), or other Taxing Jurisdictions provide information to Village



Report to Village Board

Agenda Item: Harter's Contract Renewal

Meeting Date: July 14, 2025

Referring Body: APC

Committee Contact: David Baker

Staff Contact: Greg Ulman

Report Prepared by: Greg Ulman

AGENDA ITEM: Harter's Contract Renewal

OBJECTIVE(S): To determine whether or not the Village should extend the contract of Harter's or go out for RFP for refuse services.

HISTORY/BACKGROUND: The refuse agreement with Harter's Disposal ends at the end of 2025, and staff has been reviewing with CLIPP and APC on the direction the Village should go. In the 2020 RFP for refuse services for the Village of Kronenwetter we had in the language that the Village could inquire about an extension of services from the selected contractor. APC recommended staff seeks what that extension would cost. Attached is the response from Harter's with the pricing they would provide us in the future. If the Village Board would approve of the prices we would work on a contract with said pricing which would need to be approved by APC and the Village Board. If the Village Board would like to see an RFP for refuse services, staff can publish that, as I have a sample RFP attached which would need the dates updated.

ATTACHMENTS: Harter's Email, Sample RFP, Current Harter's Contract, 2020 RFP

Greg Ulman

From: Nick Achtermeier <nachtermeier@harters.net>
Sent: Wednesday, July 9, 2025 10:08 AM
To: Greg Ulman
Subject: RE: [External] Kronenwetter Option of 2-Year Extension

Greg,

It is certainly a small world! Again, thank you for your patience.

As discussed, we would prefer to do a 5-year renewal (but not a deal breaker) with the new starting rate of \$12.30 per house per month current \$10.98. The current contract has a set annual cpi increase of 2.5%. which in this day and age we were already behind the eightball on the second year of the contract and it just snowballed each year thereafter to where we are at today. We are basically just asking to be brought up to where it should be. As far as the other services in the contract the following would stay the same:

- We would still service the municipal buildings listed in the contract free of charge
- We would still do the Christmas tree pick up stated in the contract free of charge
- We would still do the spring clean-up dumpsters. The contract states "Harter's will work out a separate bill and payment arrangement with Kronenwetter for these services." So, we would just charge similar rates to what we did this year, with a small CPI of around 5-6%.
- Instead of a set cpi in the contract we would do a 3% minimum and 5% maximum annual increase.

If the board approves, I can have a contract drafted and sent for review and approval.

Feel free to reach out should you have any questions.

Nick Achtermeier, Jr.
Sales Manager
Mobile (715) 881-1698
nachtermeier@harters.net



Harter's Fox Valley Disposal
 169901 Ringle Ave
 Ringle, WI 54471
 Phone: 715-446-5400
 Toll Free: 888-804-8556
 Fax: 715-446-5410
www.hartersfvd.com



Harter's Lakeside Disposal
 W2578 Holland-Lima Rd
 Oostburg, WI 53070
 Phone: 920-207-4258
 Toll Free: 833-754-2158
 Fax: 920-552-5414
www.harterslakeside.com



Harter's Expert Disposal
 2610 Engel Rd
 Wisconsin Rapids, WI 54495
 Phone: 715-446-5400
 Toll Free: 888-804-8556
 Fax: 715-446-5410
www.hartersfvd.com

Village of Kronenwetter Request for Proposals

RESIDENTIAL GARBAGE AND RECYCLING COLLECTION

For Period January 1, 2026 through December
31, 2030

Mail out: July ##, 2025

Proposal Due Date: August ##, 2025 at 1:30 PM

Anticipated Award: ## 2025 Village Board Meeting

SUBMITTED BY:

Contractor: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person: _____

Title: _____

Section I: OVERVIEW

REQUEST FOR PROPOSALS - The Village of Kronenwetter (hereinafter referred to as the Village) a municipal corporation of the State of Wisconsin, located in Marathon County is seeking proposals for the establishment of professional garbage collection services. The Village is investigating the possibility of entering into either a three (3) or five (5) year contract with the option of extending the contract by two (2) years twice (two separate two-year extensions) for a total of nine (9) years with a qualified and responsible firm and accordingly is furnishing herein a set of specifications by which such proposals shall be judged. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit a sealed proposal according to the instructions and format of the attached Request for Proposal (RFP) documents.

MUNICIPAL OVERVIEW - The Village is located approximately 7 miles south of Wausau, WI and currently has a population of 8,353 which consists of approximately 2,821 single-family and two-family households. The Village has an area of approximately 52 square miles and 117 centerline miles of streets. One (1) residential garbage, recyclables, and white goods hauler currently serves the Village.

The Contractor shall service land annexed to the Village during the term of the contract as well as residential dwellings constructed during said term. Service to land annexed to the Village and future residential development shall be provided on the same terms as set forth herein. A new structure shall be considered a serviceable address upon the issuance of the Certificate of Occupancy. Changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc. shall be communicated to the Contractor by the Village. The Village will notify the Contractor of such changes as they occur.

SOLID WASTE DISPOSAL – The Village has negotiated a tipping rate contract with the Marathon County Solid Waste Department. The Village shall pay all tipping fees directly to the county landfill. The hauler will not pay the tipping fees and shall not calculate tipping fees into the bided collection rate. Garbage collected in the Village must be deposited at the Marathon County landfill per the Village's contract with Marathon County.

EXCLUSIVE CONTRACT – It is the express intent of the Village to award an exclusive contract for either a three (3) or five (5) year period commencing January 1, 2026 and ending December 31, 2028 or December 31, 2030 for curbside collection of residential garbage, white goods, and recyclable materials. The contract shall include all single-family and multifamily of two (2) or less units. The contract shall not include multi-family

of greater than two (2) units, commercial, industrial, or institutional properties unless specified. Upon award of the Contract, except for optional additional services, which might or might not be awarded as part of the overall contract, no other firm shall be awarded single-family or two-family refuse and recycling collection services.

NEGOTIATION OF CONTRACT -The proposals that are submitted in response to this request for proposals will form the basis for further negotiations with the Village. The proposal submittal form and the proposal specifications contained herein, as submitted and signed by the Contractor, shall constitute the basis for a final agreement to be mutually agreed upon by the Village and the Contractor.

CONTRACT AWARD OR REJECTION - The Village reserves the right to negotiate with all qualified sources and to cancel this Request for Proposal in part or in its entirety. The Village further reserves the right to amend or waive any or all requirements or specifications. A contract will be negotiated and then awarded to the most responsible Contractor complying with the conditions of the proposal documents only when it is in the best interest of the Village to do so. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all proposals or parts thereof and to waive any formalities and technicalities according to the best interests of the Village. Neither the Request for Proposals nor the receipt of any proposal constitutes an offer or acceptance and in no case, will either require the Village to award a contract or pay any costs incurred in preparation of a response nor to procure or contract any services or supplies whatsoever. The Village retains the right to assess whether the person, firm or corporation has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The Villages decision or judgment on these matters will be final, conclusive, and binding.

CRITERIA FOR CONTRACT AWARD - The award of the contract will be to the Contractor whose proposal is determined by the Village to be in the best interest of the Village. Lowest monetary proposal is not necessarily the sole determining factor. The contract shall be awarded to the submitter whose proposal most closely satisfies the overall specifications as well as other factors. Such other factors include but are not limited to the following:

1. Cost - The price of the contract for the residential curbside collection of garage, white goods, and recyclable materials.
2. Experience and Finances of Company - Consideration will be given to those submitters who have performed similar types of work and have the financial means to meet the qualifications of the RFP and the contract.
3. Customer Service Record - Demonstration of low volume of complaints and fast resolution.

4. **Markets - Demonstration of availability of relatively stable markets for materials collected through letters of agreement or other communications with secondary material buyers.** This requirement can also be met by providing evidence that the Contractor will use a Wisconsin Department of Natural Resources self-certified materials recovery facility (MRF).
5. **Features Exceeding Minimum Specifications - Any features that the submitter can provide the Village that exceeds these specifications will be weighed as a benefit towards the award of the contract. The Village shall be the sole determinant if any feature is of benefit and to what degree.**

CONTRACT CONTENTS - The Village will require that any contract for garbage services include but not be limited to the following additional provisions as well as those within the balance of this RFP:

1. **COMPLIANCE WITH ALL LAWS** - All work under the contract must be executed in accordance with all applicable federal, state, county, and local laws, ordinances, rules and regulations. The costs of such compliance, if any, shall be included in the price quoted in the proposal.
2. **NOTICES** - All notices required by the contract shall be given in writing via certified mail to the Village Administrator or chief executive officer of the Contractor.
3. **NON-ASSIGNABILITY** - The Contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village President as authorized by the Village Board. Such assignment shall not relieve the Contractor from any obligations, or change the terms of the contract.
4. **INDEMNIFICATION** - The Contractor shall indemnify and hold harmless the Village, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers compensation claims, in any way resulting from or arising out of the operations of Contractor under this contract, including operations of subcontractors; and the Contractor shall, at his/her own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the Contractor shall, at his own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond, letter of credit, or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Village

as herein provided.

Nothing in the above paragraph shall be considered to preclude the Village from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to Village property. The Contractor shall do nothing to prejudice the Village's right to recover against third parties for any loss, destruction of, or damage to the Village's property and upon the request of the Village, at the Village's expense, furnish to the Village all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Village in obtaining recovery).

5. **INDEPENDENT CONTRACTOR** - The Contractor acknowledges that it is an independent contractor and that none of its employees, agents, subcontractors, or assigns are employees of the Village. The Contractor shall be solely responsible for unemployment, social security, and other payroll tax payments required by law or union contract.
6. **EQUAL EMPLOYMENT OPPORTUNITY** - During the performance of the contract and/or supplying of materials, equipment and supplies, the Contractor must be in full compliance with all provisions of the Acts of the General Assembly of the State of Wisconsin relating to employment, including equal employment opportunity requirements.
7. **INSURANCE** - The Contractor to whom the contract is awarded must provide the Village with a certificate of insurance as proof of coverage. This certificate of insurance must also name the Village of Kronenwetter and its officers, employees and agents as additional insured for the period of the contract. The following minimum insurance coverages, unless otherwise approved by the Village (such as for the provision of a portion of the services requested herein) will be required:

<u>Type of Insurance</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
GENERAL LIABILITY:		
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Contractual Insurance - Broad Form	\$1,000,000	\$2,000,000
AUTOMOBILE LIABILITY:		
Bodily Injury & Death	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000

The Contractor shall provide evidence of umbrella or excess liability coverage of \$5,000,000.

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

WORKERS COMPENSATION & OCCUPATIONAL DISEASES: Statutory for Wisconsin.

If subcontractors are employed, the same general guidelines are to apply to the subcontractor as the Contractor.

The Village shall receive written notice of cancellation or reduction in coverage of insurance policy within thirty (30) days prior to the effective date of cancellation or reduction.

Nothing contained in the insurance requirement shall be construed as limiting the extent of the Contractor's responsibilities for payment of damages resulting from his/her operations under this agreement.

8. **DEFAULT** - The Village may terminate a contract by written notice of default to the Contractor if:
 - a. The Contractor fails to perform the services as outlined in the specifications within the time specified in the proposal, or
 - b. Fails to make progress so as to endanger the performance of the contract, or
 - c. Fails to provide or maintain in full force and effect, the liability and indemnification coverages or letter of credit or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Village for any excess costs for similar supplies and services unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor. Failure to execute the Contract will, at the option of the Village, constitute a breach of the agreement made by acceptance of the Contract, and the Village will be entitled to forfeiture of the letter of credit accompanying the proposal that is required, not as a penalty, but as liquidated damages.

9. **PERMITS AND LICENSES** - The successful Contractor shall obtain, at its

own expense, all permits and licenses which may be required to complete the contract.

10. DUE DILIGENCE - Contractor shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the proposal. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village or the compensation to the Contractor.
11. CONTRACT EXTENSION OPTION – At the expiration of the initial **three (3)** **or** five (5) year term the Village reserves the right to request that the Contractor renew and extend this contract for an additional two (2) years. At the expiration of the initial two (2) year extension term, the Village reserves the right to request that the Contractor renew and extend this contract for an additional two (2) years. If the Village desires such an extension, the Contractor will be notified no later than 120 days before the expiration of the current term.

Commencing not less than 120 days prior to the commencement of the extension of the contract for both extensions, the Village and the Contractor shall engage in good faith negotiations to develop rates attributable to the forthcoming years in question. Among the factors to be considered shall be increases or decreases in contractor productivity, disposal charges, material and equipment costs, labor costs, contractor's level of service, prices paid in comparable communities, and changes in the Consumer Price Index For All Urban Consumers-Midwest. In the event the Village and the Contractor are unable to agree upon a suitable price, either party may terminate this agreement by written notice to the other party 90 days prior to expiration of the current term.

Should the Village select a different contractor at the expiration of the contract or the Contractor is released from the Contract with the Village, the Contractor shall agree to refund, if applicable, to all residents the full purchase price of any refuse tag returned to the Contractor within sixty (60) days after such contract expiration or release from the Contract. The Contractor shall remove existing carts within sixty (60) days from the expiration date or release from the Contract.

12. PERFORMANCE BOND/LETTER OF CREDIT --The Contractor shall furnish to the Village an irrevocable performance bond or letter of credit in the amount of one hundred thousand dollars (\$100,000) from a reputable banking institution acceptable to the Village to guarantee the faithful performance of the contract. The performance bond or letter of credit shall

be payable to the Village and prepared in a format approved by the Village Attorney. It shall remain in effect for the full term of the contract, including extension periods, and be delivered to the Village within (10) days of the awarding of this contract. The contract shall not be signed until the bond or letter of credit is received and is reviewed for acceptability by the Village.

DRAFT

Section II: INSTRUCTIONS FOR SUBMITTING PROPOSALS

SUBMITTAL OF PROPOSALS - Two (2) copies of this Request for Proposals must be submitted intact in a sealed envelope for the proposal to be considered valid. Proposals must include those items listed below in **Contents** which must be properly completed and signed in ink.

All sealed proposals must be delivered to Greg Ulman, Director of Public Works, Village of Kronenwetter, 1582 Kronenwetter Drive, Kronenwetter, WI 54455, prior to the proposal opening date and time. Proposals must be identified as "Proposal: Village of Kronenwetter Residential Garbage and Recycling Service" on the outside of the sealed envelope. Vendor's company name and address are to appear in the upper left corner.

PROHIBITED CONTACTS WITH VILLAGE – Any attempt to directly contact and influence any Village Board member, or any Village staff member associated with this project after receipt of this Request for Proposal and prior to the final selection decision as evidenced by a fully mutually executed exclusive garbage contract with the final selected firm will be grounds for disqualification. If the bidders have any questions on the RFP, the RFP process or the village's expectations, the bidders shall follow the question process as explained in the next paragraph.

QUESTIONS - All questions must be in written form and may be directed only to Greg Ulman Director of Public Works, Village of Kronenwetter, 1582 Kronenwetter Drive, Kronenwetter, WI 54455 phone (715) 693-4200, fax (715) 693-4202 by ###, ##. No other staff will respond to any questions, written or verbal. The questions, and subsequent answers, will be documented and distributed to all RFP recipients. A written response will be provided to all questions by ##.

LATE PROPOSALS - Proposals arriving after the specified time (##### at 1:30 PM), whether sent by mail, courier, or in person, will not be accepted. These proposals will be returned unopened. It is the Contractor's responsibility for timely delivery regardless of the methods used.

PROPOSALS BY FAX - Facsimile machine transmitted proposals **will not be accepted**, nor will the Village transmit proposal documents to prospective Contractors by way of a facsimile machine. Proposals should be submitted on the original forms provided by the Village, completely intact as issued.

ERROR IN PROPOSALS - When an error is made in extending total prices, the unit proposal price will govern. Otherwise, the Contractor is not relieved from errors in proposal preparation.

WITHDRAWAL OF PROPOSALS - A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Finance Director prior to the specified due date. After the due date, a company cannot withdraw its proposal for a period of one hundred twenty (120) calendar days. Furthermore, the Contractor so agrees to the conditions and terms submitted.

QUALIFICATIONS - No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or has failed to perform faithfully any previous contract with the Village.

The person, firm or corporation, if requested, shall present within 48 hours evidence satisfactory to the Village of its performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

TAX-EXEMPT STATUS -- Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying state or local tax. If needed, the Village shall supply the successful Contractor with the Village's tax exemption number.

EXISTING CONDITIONS -- Contractors are cautioned to carefully examine conditions affecting collection, separation, transportation, and other variables which may affect collection of garbage, recyclable, and white goods within the Village. The Village will not advise Contractors as to any conditions referred to. All figures found in this Request for Proposal were gathered using the best data available at the time of the Request for Proposals creation. With submission of a proposal, the submitting Contractor understands and recognizes that the estimated figures located in the Request for Proposal were gathered using the best data available at the time of the Request for Proposals creation and that any submitted proposals are final and will not be subject to negotiation during the contract term.

CONTENTS -- proposal must, at a minimum, include the following sheets from this RFP:

1. Cover Sheet
2. Location of Recycling Processing Facilities (Section V)
3. References & Competency -- Description of Firm (Section VI)
4. Contractor Proposed Cost Summary (Section VII)
5. Contractor Certification (Section VIII)
6. List of Subcontractors (See below)

LISTING OF SUBCONTRACTORS - In order that the Village may be assured that only qualified and competent subcontractors will be employed on the project, each Contractor shall submit with their proposal a list of any subcontractors they plan to use and the services the subcontractor(s) will perform. The list must include each subcontractor's name, address, phone, contact person, years of experience, and three references for similar work, as well as required insurance information

Section III:
SPECIFICATIONS AND SPECIAL PROVISIONS

The calendar for the selection process is provided as follows. The Village reserves the right to modify the preliminary selection process calendar:

Release of RFP	Date ##
Deadline – Consultant questions	Date ##
Written response to questions	Date ##
Deadline – submittal of proposals	Date ##
Execute contract	After Date ##

DEFINITIONS & PREPARATION INSTRUCTIONS:

Bulk Materials --Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include beds, sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large household furniture, and large appliances that do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

Chipping --The mechanical process of breaking up woody yard waste into smaller pieces to be used as landscape mulch or a bulking agent.

Composting -- The process by which aerobic microorganisms decompose organic matter into a humus-like product.

Contract -- The following attachments shall be incorporated herein and shall constitute the Contract documents: The Request for Proposal Documents, including all addenda issued, the signed proposal, and any other documents as may be deemed necessary by the Village.

Curbside -- A position located near the driveway between two and five feet from the edge of the street toward the residence is to be used for collection of garbage and recycling materials.

Long Driveway Collection-- Residents who have driveways longer than a typical residential home that wish to place garbage and recycling near their home and not at the curbside.

Household Construction and Demolition Debris -- Waste materials from “do-it-yourself” interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials,

cabinets, carpeting, disassembled household fixtures. Must be cut into (4') lengths, bundled or placed in approved containers not to exceed 50 lbs.

Household -- All single-family and multi-family of two or less units that utilize curbside collection service.

Household Garbage -- All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e., cans, metal ware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household), empty cartons and crates, discarded toys, discarded clothing and light furniture, and similar material. Household garbage shall not include waste from any manufacturing process, construction material, broken concrete, lumber, large rocks, and other similar material.

Garbage Container --

Cart: A two (2) wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automatic lifting mechanism for collection. All carts must be approved by the Village and supplied by the Contractor.

Bundle: Any material allowed under the definition of refuse, such as wood, boxes or other loose items, which do not exceed 5' in lengths or 50 lbs.

Recyclables (also referred to as recyclable materials) -- Materials that have a useful second life in the economic cycle if they are successfully collected, separated, processed and marketed for return to the economic mainstream. Recyclable materials shall include newspapers, wrapping paper, brown paper grocery bags, magazines, telephone books, catalogs, junk mail -- brochures, advertisements, flyers, post cards, greeting cards, window envelopes, file folders, and other similar correspondences; cardboard, chipboard/paperboard -- cereal boxes, clothing boxes, tissue boxes, shoe boxes, paper tubes, etc.; wet strength carrier stock -- paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen; i.e. paper beverage cartons, and clean frozen food packages; soda and beer cases; mixed or miscellaneous paper products -- stationery, computer paper, notebook paper, typing paper, letterhead, index cards, computer cards, bond envelopes, post-it notes, and other similar paper products; tin, steel, and bi-metal beverage and food cans, aerosol cans, aluminum cans, aluminum foil and foil products; plastics #1-5, PET, PETE, HDPE, V, LPDE, PP, 6-12 pack plastic rings; clear, green, blue, and brown glass including bottles and jars; and any other items the Village and the Contractor agree to recycle in the future.

Recyclables Cart -- A two (2) wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automatic lifting mechanism for collection. All carts must be approved by the Village and supplied by the Contractor.

Residential -- Single-Family and multi-family units of two or less units.

Uncollectables -- Toxic, hazardous, radioactive, and bio-hazardous materials such as but not limited to automotive batteries, televisions, prohibited electronics, paint, insecticide, oil, gasoline, antifreeze, or their containers will not be collected.

White Goods -- Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerants gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

GENERAL REQUIREMENTS:

1. **Services Selected** – This proposal requests prices for various options and alternates for garbage and recycling collection. **The Village reserves the right to request the awarded Contractor to implement any one or combination of services and/or alternates outlined below.** The Contractor shall propose to furnish complete equipment, labor, materials and supplies to accomplish all work necessary to complete such contract as may be agreed upon by the Village of Kronenwetter and the Contractor.
2. **Contract Period, Rates, & Termination** - The Village intends to enter into an exclusive **three (3)** or five (5) year contract for the curbside collection of residential (single-family and multi-family of two or less units) garbage, white goods, and recyclable materials within the Village of Kronenwetter. The contract period will commence on January 1, 2026, and end **December 31, 2028** or December 31, 2030. The contract shall not include multi-family over two-family, commercial, manufacturing, industrial, or institutional properties. It is the intention of the Village to secure a firm price contract for each of the first five years of the contract period and conduct good faith price negotiations commencing no later than **August 1, 2030 for years 2031 and 2032** should the village decide to extend the contract by two years. If the village chooses to extend the contact for a second time for an additional two years, the village and contractor shall begin good faith price negotiations for **2033 and 2034 beginning no later than August 1, 2032**. Price increases or decreases for the two extension terms shall be based on factors such as increases or decreases in contractor productivity, disposal charges, material and equipment costs, labor costs contractor's level of service, prices paid in comparable communities, and changes in the Consumer Price Index For All Urban Consumers-Midwest. If the parties are unable to agree upon a rate schedule, the current rate shall remain in effect until the agreement terminates and either party has the right to terminate this contract by giving the other party not less than 90 days prior written

notice. All proposals shall be considered on this basis unless specifically noted.

3. **Damage to Streets Prohibited** – The Contractor shall provide collection equipment that will not disfigure or damage Village streets and operators that will operate vehicles in a manner that will not damage streets, sidewalks, overhead trees, etc. The Village shall require the Contractor to repair, to the Village's satisfaction and at the Contractor's expense, all damage to Village property that is caused by spills, skidding vehicles, driving on edge of pavement, equipment malfunction, or operator negligence. Contractor shall pay any Village invoice for repair within thirty (30) days.
4. **Day of Collection** – Garbage and recycling pickup shall be performed weekly to all residential units within the Village's corporate limits. Recycling pickup shall be performed on a biweekly basis.
5. **Collection Hours** - Collection services by all vehicles will begin no earlier than 6:30 a.m. All collection for each scheduled day shall be completed by 5:00 p.m. Residents shall be required to set out garbage, recyclables, and white goods by 6:00 a.m. on the scheduled day of collection.
6. **Point of Collection** - Collection shall be made at the curbside.
7. **Missed Collection** - The Contractor shall establish and publicize a procedure for receiving and responding to resident complaints of missed collections. Complaints of missed collections received by the Contractor or the Village shall be remedied by the Contractor collecting the materials by 5:00 p.m. on the following business day. A representative of the Contractor shall contact a designated representative of the Village to resolve any issues.
8. **Quality of Service** - The Contractor shall undertake to perform the collection and disposal services rendered herein in a clean, orderly and efficient manner and to use due care and diligence in the performance of the contract. Neat, orderly, and courteous employees and collection crews shall also be provided. The Contractor shall, at each service address, neatly return the carts where they were found. The Contractor shall repair or replace at their expense the carts damaged as a result of the handling thereof, reasonable wear and tear expected. Crews shall carry official company identification and shall present such identification upon request. The Contractor shall establish and maintain a method for accepting and responding within 24 hours to Village and resident calls and complaints from a timeframe at a minimum of 8 am to 6 pm. Contractor's staff shall be knowledgeable and courteous in answering Village and resident's

information requests and resolving resident complaints regarding the collection service. The Contractor shall meet with the Village as often as needed to review Village and resident complaints and resolutions.

9. **Clean-Up on Route** - The Contractor shall pick up and clean all materials blown, littered, and broken as a result of handling by collection. In the event an area or areas would require the use of a street sweeper because of spillage or any other reason, the Contractor shall promptly dispatch all necessary equipment at the Contractor's expense. Materials not picked up within two (2) hours of verbal notification by the Village will be removed by the Village at the Contractor's expense. Contractor shall pay any Village invoice for clean-up within thirty (30) days.
10. **Collection on Holidays** - When the regularly scheduled collection day falls on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, the Contractor shall collect the materials on the next regular weekday after the regular collection day. The collection "weekdays" for both garbage and recycling shall be from Monday through Saturday. Thus, if regular collection is Monday through Friday and if a holiday falls on Tuesday, the collections days will shift to Monday and Wednesday through Saturday.
11. **Improperly Prepared Materials** - When the Contractor encounters improperly prepared material, the following procedure shall be followed:
 - a. On the first occurrence, the Contractor shall pick up all garbage and recyclables and process it properly, except white goods or bulk materials. The Contractor shall complete a formal tag approved by the Village noting the problem and leave it with the resident. The Contractor shall submit with this proposal an example of the tagging system to be used. The address and date shall be documented. Each tag or label shall provide a brief explanation as to why the material was not collected. Example explanations include but are not limited to: improper recycling preparation; garbage not in cart, etc.
 - b. Upon the second and same ensuing occurrence by the same resident, the Contractor shall leave the improperly prepared material, collect any properly prepared material, complete a notice and leave it with the resident. The Contractor shall leave items only when the second offense is regarding the same occurrence and displays the same circumstances as the first offense of improperly prepared materials. The date and address shall be documented.
 - c. The Contractor shall submit with this proposal an example of the tagging system to be used. The Contractor shall supply via email or mail a log

of all notices, including address and error message, to the Village on a monthly basis.

12. Equipment Requirements –

- a. **Safety and Maintenance** - All of the Contractor's collection equipment must be maintained and operated in compliance with all federal, state and local statutes, ordinances and regulations to assure the safety of the collection crew and Village residents. All collection equipment shall be covered and secured to prevent material blowing, leaking or falling out during transit. Spilled materials, fluids, etc. shall be cleaned up within two (2) hours of verbal notification by the Village or will be removed by the Village at the Contractor's expense.
- b. **Identification** - All collecting equipment shall be clearly identified by affixing the Contractor's name and telephone number permanently and conspicuously to both sides of the equipment.

13. Processing Requirements - Processing of the collected garbage, recyclable, and white goods will be the responsibility of the Contractor.

14. New Service – Upon set up of a new service (service has never existed at this address) the contractor will within one week of the date of notification from the Village provide recycling and garbage carts to the address. Notification shall consist of either a fax or email listing of the address and the date the carts are to be supplied by. If collection is to take place prior to the carts being delivered to the new service, the contractor will accept garbage, recyclables and white goods in whatever manner the new service provides.

15. Cart Exchange -

- a. **Contract Set-up** –The Contractor shall finance and provide 96-gallon carts to residents for garbage and recycling. The contractor will be responsible for sending a mailing to all residences in the Village informing them of the process by which they will be receiving their new carts, if a new contractor is selected. This process must begin prior to the January 1st start date of the contract and must be completed by the 31st of January. If collection is to take place prior to a cart being delivered, the contractor will accept garbage, recyclables and white goods in whatever manner the residences provide. The mailing to the residences shall be approved by the Village prior to being mailed.
- b. **Repair** - -Upon notification of the need to repair a cart, the contractor will within one week of the date of notification from the Village provide a

new cart or repair the existing cart to the address. Notification shall consist of either a fax or email listing of the address and the date the cart is to be supplied by. If collection is to take place prior to a cart being delivered or repaired, the contractor will accept garbage, recyclables and white goods in whatever manner the residences provide.

16. **Public Education** – Contractor shall on an annual basis work with the Village on a public education program on the benefits of recycling intended to increase recycling rates.
17. **Long Driveway Collection** – Residents with driveways longer than a typical residential driveway who request to have garbage and recycling picked up near their residence rather than at the curb may be charged an additional fee to be billed and collected by the contractor. This service will be an agreement solely between the contractor and the resident. There are currently 14 customers with long driveway collection service.

Section IV: BASE SERVICE Garbage and Recycling

1. **Program Summary** – Basic residential collection billed as a flat fee, shall include:
 - a. **Garbage and Recyclables** -- Garbage and recyclables that fit in their respective containers.
 - b. **Bulk Materials** --Unlimited items per residence per week. The contractor shall arrange with the resident any additional fee to be paid by the resident to the Contractor for use of this service. See White Goods and Special Collection below.
 - c. **Christmas Tree Collection** – The Contractor shall provide a special curbside collection for Christmas trees for a three (3) week period in late December to early January, the exact dates to be mutually determined by the Village and Contractor. This shall be included in the flat fee in the bid.
2. **Recycling Collection**

Primary Bid: The primary recycling collection service bid shall use a 96 gallon or similar recycling cart and collection shall be on a bi-weekly period.

- a. **Ownership of Recyclable Materials** - All recyclable materials placed for collection shall be owned by and be the responsibility of the resident until the materials are collected by the Contractor. Once collected, the material then becomes the property and responsibility of the Contractor. The Contractor is responsible for transporting, processing, and marketing the collected recyclable materials. Any non-recyclable material collected shall be disposed of by and at the expense of the Contractor in accordance with federal, state, and local laws, rules, and regulations.
- b. **Proceeds** - The Contractor shall retain 100% of the proceeds from the sale of recyclables, and the projected revenues from the sale of collected materials shall be taken into consideration when determining the flat rate for recycling collection.
- c. **Most Favored Nation Clause** -- The Contractor may provide for weekly

collection of recyclable materials in addition to those listed in the definition of recyclables. The Village reserves the right to require additional recyclable items to be collected should the Contractor provide this service for any other municipal customer within Marathon County. If Contractor plans to collect additional recyclable materials, please indicate below the type of material(s).

3. **Collection of White Goods** - The Contractor shall have a plan for the separate collection and proper recycling/disposal of white goods collected in compliance with all State and Federal legislation. The cost of collection and disposal of white goods containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components shall be at the rate specified in the enclosed price quotation sheet.

The Contractor shall advise the resident, when they call for collection, directly of the terms of such collection; i.e. how the materials should be prepared, the date of collection, and the like.

4. **Special Collections** – The Contractor shall offer a special curbside collection service for large quantities of garbage including, but not limited to: bulk items, household construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangements with the Contractor at the resident's request.

The Contractor shall advise the resident directly of the terms of such collection; i.e. what materials will be collected, how the materials should be prepared, the date of collection, the policy on furnishing advance estimates of charges, and the like. The Contractor shall also, at the request of the Village, collect quantities of refuse or debris left at the curb in unusual circumstances, i.e. evictions or “skip-outs”, and shall bill the property owner for such costs.

The Contractor shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris which cannot be easily picked up at the curbside. The terms of, as well as charges and payment for, this service shall be arranged solely between the Contractor and the resident.

Dumpsters or other special collection containers may not be placed on a public street or right-of-way.

Spring Cleanup: The Contractor shall pick up bulk items deposited by

village residents during the annual “Spring Cleanup” days. Spring Cleanup days take place in the spring for three to seven days. Residents are able to drop off their bulk items, debris, etc. at a central location in the Village. The Contractor will collect and haul to the landfill the bulk items collected during Spring Cleanup days on a daily basis. This is collection from a central location. It is not curbside pickup. The Contractor will work out a separate bill and payment arrangement with the Village for these services. Collection of Spring Cleanup items will not be included in the bid(s).

5. **Carts** - The Contractor shall make available to residents participating in the curbside collection service use of 96-gallon carts. The Contractor shall provide the carts and any other related equipment necessary for collection to the resident. The fees, payment and collection process for any additional garbage or recycling beyond that which will fit in the carts will be arranged between the Contractor and resident.
6. **Services for Municipal and Civic Properties** – The Contractor shall provide, at no additional cost, the services described in **Exhibit A**. The fee for services in Exhibit A shall be calculated into the bids.

The contractor shall collect from the Village public works garage all white goods and bulk items left on Village property. The fees for collection of white goods from the public works garage shall be charge to the Village at the same rates numerated in the bid for white goods to Village residents. The fee for collection charge to the Village for bulk items pickup from the public works garage shall be at equivalent rates as charged to village residents.

7. **Data Collection and Reporting** –The Contractor shall prepare and submit to the Village quarterly reports. The report shall include, but not be limited to the following information:
 - a. Total pounds of garbage, recyclables (by type), and white goods collected each month;
 - b. Monthly recycling participation rate divided by the number of residences included in the collection service (participation percentage)
 - c. Complaint log

All reports, data, and information, once supplied to the Village, will become the property of the Village to be used as it will solely determine without obligation to any person, firm, or corporation, except for such information as stated in these specifications that will be considered exempt from Freedom of Information Act disclosure by the Village upon assertion as to its proprietary nature by the Contractor. The Village reserves the right to audit

the financial and administrative records of the Contractor as they pertain to the garbage and recycling services in the Village.

- 8 Informational Brochure** – Upon award of the contract and any changes in service, the Contractor is responsible for designing, printing, and distributing a written brochure to each residence describing the collection service as well as provide extra copies as needed for distribution at the Village Municipal Center. The brochure must include a description of collection times, contractor phone number for complaints or missed collections, specific guidelines of what types of materials will be accepted, and the manner in which they are to be prepared, per this proposal and Contract. The brochure must arrive at each residence at least two weeks prior to the date of the new contract. The brochure and its distribution method are subject to the Village's approval. The cost of printing and distribution shall be included in the bided flat rate.
- 9 Disasters** – The Contractor shall be responsible for collecting all garbage items normally collected in the event of flooding or other man-made or natural disasters regardless of the amount of material is generated. Regular collection times may be waived by the Village in such cases, and the Contractor may have to supply additional equipment to handle the amount of refuse.
- 10 Mixing Prohibited** – The Contractor shall not at any time mix recycling and garbage collected within the Village. Garbage must be deposited at the Marathon County landfill. Recycling materials must be processed as recyclables by the Contractor.

Section V:
LOCATION OF RECYCLING FACILITY

Please provide below information concerning the facility which is intended to be used for the processing of recyclable materials collected at curbside.

<u>NAME</u>	<u>ADDRESS</u>	<u>OWNER</u>	<u>USAGE</u>	<u>DATES</u>	<u>PROPOSED MARKET OR MRF</u>
-------------	----------------	--------------	--------------	--------------	-------------------------------

Section VI REFERENCES & COMPETENCY

In order to allow evaluation of Contractor's capabilities, Contractors are required to supply the information requested below. Each Contractor shall list three municipalities where similar work has been conducted. For each reference, list the contact person's name, address, and phone number, services provided, and the time period in which the work was completed. **The Contractor shall also attach a written description of the firm including: its history, ownership, services provided, facilities, fleet, clients, etc.**

1. _____
Municipality or Agency

Contact Name

Address (Area Code) Phone Number

Services Provided Date of Work

2. _____
Municipality or Agency

Contact Name

Address (Area Code) Phone Number

Services Provided Date of Work

3. _____
Municipality or Agency

Contact Name

Address (Area Code) Phone Number

Services Provided Date of Work

Section VII CONTRACTOR COST SUMMARY

The bid shall follow the below format.

Bid #1 (Primary): 96-gallon garbage cart and 96-gallon recycling cart. This bid shall include both weekly garbage and bi-weekly recycling service.

Year 1		Year 2	Year 3	Year 4	Year 5
BASE SERVICE					
Garbage Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __
Recycling Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __

White Goods Price Quotation Sheet:

Please provide a five-year price sheet for curbside pickup and disposal/recycling of white goods.

Section VII CONTRACTOR CERTIFICATION

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the Village of Kronenwetter the item(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

The estimated figures of service area and eligible households located in the Request for Proposal were gathered using the best data available at the time of the Request for Proposals creation. I further certify and understand that any submitted proposals are final and will not be subject to negotiation during the contract term. I further understand and agree that the prices listed above represent a fixed priced contract for the initial first four years of the term of the contract, commencing January 1, 2026 and ending either December 31, 2028 or December 31, 2030 for curbside collection of garbage and recyclable materials. Adjustments to net yearly contract amounts for the last two years of the contract are to be negotiated.

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION:

Name of Authorized Representative

Title

Date

Company Name

Street Address

Municipality, State Zip Code (Area Code)

Phone Number, FAX

Exhibit A

Services for Municipal Properties

<u>Year-Round Locations</u>	<u>Units</u>
Municipal Center 1582 Kronenwetter Drive	1- 2-yard dumpster and 2- 96-gallon recycling carts.
Village Garage North Road	1- 3-yard dumpster and 1-96-gallon recycling cart.
Fire Department 1582 Kronenwetter Dr	1-96-gallon garbage cart and 2-96-gallon recycling carts.
Village Wellhouse 1979 Lea Road	1-96-gallon garbage cart and 1-96-gallon recycling cart.

<u>Seasonal Locations*</u>	<u>Units</u>
Park Department Garage	1- 5-yard dumpster
Farmers Market	1 96-gallon garbage cart and 1-96-gallon recycling cart

* Service for seasonal location to start and stop as specified by the Village on a yearly basis



SANITATION AND RECYCLING CONTRACT

Village of Kronenwetter

January 1, 2021 – December 31, 2025

SANITATION AND RECYCLING CONTRACT

The Village of Kronenwetter, in Marathon County, Wisconsin, hereinafter called "Kronenwetter", acting and through its duly authorized agent, and Harter's Fox Valley Disposal, LLC, duly organized under the laws of the State of Wisconsin, hereinafter called "Harter's", do hereby covenant and agree as follows:

- 1) **GRANT**: For and in consideration of compliance by Harter's with the covenants and conditions herein set forth, and the ordinances and regulations of Kronenwetter and the laws of the State of Wisconsin governing the collecting and disposal of refuse and recyclables, Kronenwetter hereby grants to Harter's a permit to use the public roads, alleys, and thoroughfares within its corporate limits for the purposes of collecting garbage, trash and other refuse.
- 2) **TERM**: The term of this agreement shall commence on January 1, 2021 and shall terminate on December 31, 2025; (five) years.
- 3) **EXTENSION OF AGREEMENT**: This agreement shall automatically continue for like term unless either party notifies the other in writing at least sixty days before the end of the original or any extended term. All provisions of this agreement shall remain in force. At any time during the term of this contract, the parties may agree in writing, which may be by correspondence, to extend the term of this agreement.
- 4) **SCOPE AND NATURE OF OPERATION**: It is expressly understood and agreed that Harter's shall perform the services as set forth in Exhibit A and Exhibit B.
- 5) **VEHICLE MARKING AND INDEMNIFICATION**: All vehicles and equipment used by Harter's for the collection and transportation of garbage shall be utilized in the manner specified by the manufacturer of such equipment to minimize or to prevent the blowing or scattering of refuse onto the public streets or properties adjacent thereto, and such vehicles shall be clearly marked with Harter's name in letters not less than six inches in height.
- 6) **DISPOSAL OF REFUSE**: Harter's shall deliver all garbage, trash and other refuse collected from premises to the Marathon County Landfill located at 172900 WI-29, Ringle WI 54471. Kronenwetter will pay all garbage disposal fees.
- 7) **DISPOSAL OF RECYCLABLES**: Harter's shall at its own cost dispose of all recyclables in a manner consistent with law. Harter's will pay all recyclable disposal fees.

8) **NON-COLLECTION - NOTICE AND FOLLOW-UP:**

- a) Where the owner or occupant of any premises does not maintain proper or adequate refuse containers according to Kronenwetter's ordinance, or is otherwise in violation of Kronenwetter's ordinance with respect to the location of refuse containers or the nature, volume or weight of refuse to be removed from the premises, Harter's shall refrain from collecting all or a portion of such refuse and will notify Kronenwetter and the owner or occupant thereof within 24 hours thereafter of the reason for such non-collection. If Kronenwetter feels Harter's actions are not proper, Kronenwetter may order Harter's to pick up the refuse by issuing a collection order. In such event, Harter's shall pick up subject refuse within ten business days.
- b) Where Kronenwetter is notified by an owner or occupant that refuse has not been removed from a premises on the scheduled collection day, and where no notice of non-collection or a change in collection schedule has been received from Harter's, Kronenwetter shall investigate the matter, and if the investigation discloses that Harter's has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Harter's shall collect the same within 24 working hours after a collection order is issued by Kronenwetter.

- 9) **COMPLAINT HANDLING BY HARTER'S:** Harter's shall, at its own expense, provide a manned telephone answering service from 7:00 a.m. until 5:00 p.m. central standard time, daily, Monday through Friday, excluding such holidays as may be approved by Kronenwetter, for the purpose of handling complaints and other calls regarding refuse collection service provided by Harter's. Holidays to be taken are New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. If collection falls on one of the aforesaid holidays, Harter's, at its option, will either collect the refuse on the holiday or on the day after the holiday so that residential customers, specifically, are not left without a refuse pickup for over one week.

- 10) **CONSIDERATION:** Harter's shall receive, in consideration of the performance of this agreement, the following fees for residential service under the rates described below:

a) Collection

Service	Year 1	Year 2	Year 3	Year 4	Year 5
Garbage – 96 Gallon Cart Weekly Per Month per residence	\$6.50	\$6.66	\$6.82	\$7.03	\$7.24
Recycling – 96 Gallon	\$3.36	\$3.44	\$3.53	\$3.63	\$3.74

Cart Biweekly per month per residence					
Total per month per residence	\$9.86	\$10.10	\$10.35	\$10.66	\$10.98

- b) Harter's will provide two 95-gallon containers for each resident. One to be used for garbage and one to be used for recycling. Harter's is responsible for maintaining any damaged carts caused by normal wear and tear. If carts are damaged from reasons other than normal wear and tear, are lost or are stolen, it is the responsibility of resident to pay the \$75.00 replacement fee. Additional fees for extra carts are the responsibility of the resident.
- c) If fuel exceeds \$4.00 per gallon, the fuel surcharge shall increase by 1% for every ten-cent increase in fuel prices.
- 11) **UPDATING HOUSE COUNTS:** Kronenwetter shall inform Harter's of all new construction, residential properties so they may be added to the collection route. Kronenwetter shall be responsible for updating collection house counts annually on the first day of year. Updated house counts are subject to verification from Harter's.
- 12) **BILLING PAYMENTS:** Harter's shall issue Kronenwetter a detailed monthly invoice for work satisfactorily performed by Harter's. Kronenwetter shall pay Harter's within 15 days following the receipt of a detailed monthly invoice.
- 13) **MANDATORY SERVICE:** It is understood that an ordinance of Kronenwetter mandates subscription to refuse service as prescribed therein under terms, conditions and special provisions as contained therein.
- 14) **INDEMNIFICATION INSURANCE:** Harter's assumes all risk of loss or injury to property or persons arising from any of its operations under this agreement, and agrees to hold Kronenwetter harmless from all claims, demands, suits, judgments, costs or expenses arising from any such loss or injury, unless such injury or loss is caused by the actionable negligence of Kronenwetter or its employees. Harter's agrees to carry insurance as follows:
- a) Workman's compensation insurance covering all employees of Harter's engaged in any operation covered by this agreement to the extent required by the laws of the State of Wisconsin;
- b) Automobile and public liability insurance - \$1,000,000 for personal injuries to any

one person and \$1,000,000 for personal injuries arising out of any one accident, casualty or event; and property damage insurance in the amount of \$1,000,000;

- c) General liability insurance in the amount of \$2,000,000; and
- d) Harter's shall furnish a Certificate of Insurance issued by companies authorized to conduct insurance business in the State of Wisconsin and naming Kronenwetter as an additional insured and shall name Kronenwetter in the same general terms and the same general effect as the foregoing Harter's requirements. Such policies shall indemnify and hold harmless Kronenwetter, and certificates evidencing such insurance contracts shall be deposited with Kronenwetter.

15) **NON-COMPLIANCE, PENALTIES:** In the event either party shall fail to perform any of the terms, conditions or covenants of this agreement, the non-defaulting party shall notify the other party in writing of the fact of such default and if the event or condition is not corrected or otherwise made to comply with the terms of this agreement within a period of time which is reasonable in relation to the nature of the event of non-compliance, but in no case more than 30 days, the same shall constitute an act of non-compliance. If, after notification in writing, the non-compliance is not corrected within 30 days, then the non-breaching party may terminate this contract, or may pursue any and all available legal remedies, at law or in equity effective immediately.

16) **REVOCATION, TERMINATION FOR CAUSE:** In addition to the specific right to terminate mentioned herein, if at any time Harter's shall file a petition in bankruptcy or petition to take advantage of any insolvency act; shall make an assignment for the benefit of creditors; or shall commence a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or to the whole or any substantial part of its properties, then Kronenwetter may, after a hearing as described herein, revoke and cancel the permit hereby granted, and the agreement shall be null and void as of the date of said determination by Kronenwetter. The hearing prerequisite to such revocation shall not be held until notice of such hearing has been given to Harter's by certified mail, addressed to Harter's at the address shown herein, and a period of at least 30 working days has elapsed since the mailing of such notice. The notice shall specify the time and place of the hearing and shall include the reasons for Kronenwetter revocation of such permit and this agreement. The hearing shall be conducted in public by and Harter's shall be allowed to be present and given full opportunity to answer such charges and allegations as are set out against Harter's in the notice. If, after the hearing is concluded, Kronenwetter shall

determine that the charges and allegations set forth in the notice are affirmed by the facts presented at the hearing, it may revoke and cancel this agreement and the permit and the same shall be null and void. Kronenwetter's decision shall be final and Harter's shall be bound thereby.

- 17) **PERMITTED RATE CHARGE:** Harter's and Kronenwetter hereby agree that the aforesaid rate can be changed on if (1) Harter's can demonstrate the contract price requires modification as a result of national war or national disaster, or (2) changes in landfill or governmental regulations substantially affects solid waste collection. The contract rate will be modified to pass through all such costs to Kronenwetter by giving 15 days written notice to Kronenwetter. At its option, Kronenwetter will have the right to reject the services covered by this contract if Kronenwetter is unwilling to accept the rate modification described in the preceding sentence. The revised rate will automatically take effect unless Kronenwetter notifies Harter's prior to the effective date of the revised rate of Kronenwetter intent to exercise its option to reject the contract.
- 18) **DISPUTE RESOLUTION:** Any dispute arising with respect to this agreement, it's making or interpretation, or its breach shall be settled by arbitration in Marathon County, Wisconsin, pursuant to the then pertaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such dispute except as otherwise provided in this agreement. Any decision or award rendered shall be final and binding upon the parties and a judgment may be entered in any court having jurisdiction.
- 19) **NOTICES:** All notices or other communication to be given hereunder shall be in writing and shall be deemed given when mailed by Certified United States Postal Mail, addressed to: Andrew M. Gayhart, General Manager, Harter's Fox Valley Disposal LLC, 169901 Ringle Ave, Ringle, WI 54471.
- 20) **INDEPENDENT CONTRACTOR:** The parties hereto recognize and acknowledge that Harter's is an independent contractor and shall never be construed to be an agent, servant, or employee of The Village of Kronenwetter.
- 21) **GOVERNING LAW:** This contract shall be governed by the laws of the State of Wisconsin.

22) **AGREEMENT:** The parties agree that this contract may not be assigned by Harter's in the whole or in part without prior written approval of Kronenwetter. However, Harter's may assign or subcontract this agreement to:

- a) any corporation or entity which owns at least fifty-one percent (51%) of Harter's;
- b) any corporation or entity of which Harter's owns at least fifty-one percent (51%); or
- c) any corporation or entity that is under the common control of any corporation or entity that owns at least fifty-one percent (51%) of Harter's.

Dated this 1st day of Feb., 2021.

Harter's Fox Valley Disposal, LLC

By: 

Authorized Representative

Andrew M. Gayhart

MUNICIPALITY:

Village of Kronenwetter

Per Village
Board action
10/13/2020

By: 

Title: Richard Downey, Village Administrator

Attest:

Municipality Clerk:

2/1/2021



EXHIBIT A

SERVICES TO BE PROVIDED

Harter's shall perform at least services described in exhibit A and shall fulfill the additional requirements set forth on Exhibit B for disposal all garbage, trash and any and all other refuse accumulated on premises within the corporate limits of Kronenwetter where such collection is or may be required by the Kronenwetter.

Harter's shall, at its own expense, furnish personnel and equipment sufficient to accomplish work herein after described. Harter's will establish and maintain, in an efficient and business-like manner, such routes and special schedules as may be necessary to fulfill the refuse service requirements contained in the ordinances and regulations of Kronenwetter, and any future amendments and the further provisions of this agreement. Harter's shall provide not less than the following prescribed type and level of services to-wit:

- 1) Residential family dwellings (defined as single-family home, townhomes, or each unit of a duplex, or triplex) trash service to be provided weekly & recycling service will be provided every other week. Collection will be made between 6:30 a.m. and 5:00 p.m. central standard time. Customers are responsible for placing their carts by the end of the driveway by 6:00 a.m. on the date of pickup. Harter's shall not be obligated to pick-up any trash/recycling not located near the end of the driveway or any trash/recycling that is not out by 6:30 a.m. Kronenwetter has some residents with very long driveways. These residents may request Harter's to collect trash/recyclables at the place of the resident. Harter's may at their discretion collect trash/recyclables at these residences for an additional fee to be billed directly to the resident in question and collected by Harter's.
- 2) Residential carts are not to exceed 50 pounds. If carted, all waste must be bagged and fit property inside the cart with lid shut. Any refuse that is outside of the cart will not be collected. All recyclable material must be placed loosely in the cart not bagged and fit properly with the lid shut. Any recyclable that is outside of the cart will not be collected. Cardboard segments must not exceed 2 feet in length.
- 3) Village garbage and recyclable collection sites that are part of this contract under Section 9(a) with no additional fees are:

<u>Year - Round Locations</u>	<u>Units</u>
-------------------------------	--------------

Municipal Center 1582 Kronenwetter Dr	(1) 6-yard dumpster and (1) 95-gallon recycle carts
--	---

Village Garage 1910 North Rd	(1) 2-yard dumpster
---------------------------------	---------------------

Fire Department 1582 Kronenwetter Dr	(1) 95-gallon trash cart and (2) 95-gallon recycling carts
---	--

- 4) Large household items will be collected every other Wednesday at the expense of the resident. Resident must call Harter's to schedule a pickup and for further pricing.
- 5) Collection of Christmas Trees – Harter's shall provide a special curbside collection of Christmas trees for a three (3) week period in January. Christmas trees will need to be placed curbside and cut into 3-foot sections.
- 6) Spring Cleanup – Harter's shall pick up bulk items deposited by Kronenwetter residents during the annual "Spring Cleanup" days. Harter's will collect and haul to the landfill the bulk items collected during Spring Cleanup from a central location on a daily basis. Harter's will work out a separate bill and payment arrangement with Kronenwetter for these services.
- 7) This contract does not include Harter's making any pickups at commercial sites. Any and all contracts for other commercial pickups shall be on an individual contract basis by and between the customer and Harter's.
- 8) The community and all residents/customers located in said community shall comply with the following rules and regulations under this contract. Harter's will not accept:
 - a) any liquid waste
 - b) building demo materials (lumber, metal, shingles, siding, etc.)
 - c) recycling materials mixed with other refuse
 - d) yard waste
 - e) asbestos, in any form
 - f) tires (these can be picked up on large item day)
 - g) used motor oil
 - h) hazardous or toxic wastes
 - i) chemicals
 - j) explosives, liquids
 - k) flammable liquids

- l) paint
- m) trees and stumps
- n) construction debris
- o) carcasses
- p) medical wastes (unless personal needles which shall be properly contained in sharps container)

Harter's reserves the right to expand the list of solid waste disposal policies as local, state and federal regulation change.

- 9) All recyclables must be in a secured container, no "loose" recycling will be picked up.
Recycling may be mixed together; cardboard segments may not exceed 2 feet in length.
- 10) Clean-up of spillage caused by Harter's operation.
- 11) Disposal at state approved disposal site of all materials collected.

This service shall be exclusive between the Village of Kronenwetter and Harter's in regard to residential service.

EXHIBIT B

STATEMENT OF HARTER'S REQUIREMENTS

Harter's will meet the following levels of service, requirements, stipulations, terms, conditions, and provisions.

- 1) Appearance and Cleanliness of Equipment: The collection equipment used by Harter's must be approved by Kronenwetter, including approval of the equipment color and the design of all signs, logos, and graphics. Collection equipment must be kept in clean condition at all times.
- 2) Appearance of the Collection Crew: Harter's shall provide uniforms to each collection worker and require that they be used. The uniform shall consist of a jacket or coverall, shirt, trousers and cap. Harter's shall maintain the uniforms in a clean, neat and well mended appearance.
- 3) Equipment Maintenance: All equipment must be maintained to assure the safety of the collection crew and residents of Kronenwetter.
- 4) Cleanup on Route: Harter's shall pick up all blown; littered and broken material problems caused by Harter's. Each truck shall carry a broom and shovel all times.
- 5) Ownership of Materials: At the time of collections, ownership of the materials transfers from the resident to Harter's.
- 6) Collection Hours: Collection service by all trucks will start between 6:30 a.m. and 5:00 a.m. central standard time.
- 7) Route Collection Schedule: Regular curbside collection will be split out in three equal days of Tuesday, Wednesday, and Thursday pick-up. Recycling in the Village will have one-half on week "A" and one-half on week "B". Routing and notification to residents to be done at Harter's expense and approved by Kronenwetter.
- 8) Collection on Holidays: Harter's is not required to provide service on Sundays, and the following days:
 - a) New Year's Day
 - b) Memorial Day
 - c) Independence Day
 - d) Labor Day
 - e) Thanksgiving Day
 - f) Christmas Day

g) Days when the collection is canceled by Kronenwetter.

The Village of Kronenwetter shall inform residents of the lack of service on these days as part of the promotion element of the program and of the appropriate make-up day for the missed collection day.

Village of Kronenwetter Request for Proposals

RESIDENTIAL GARBAGE AND RECYCLING COLLECTION

**For Period January 1, 2021 through December
31, 2025**

Mail out: Wednesday, August 12, 2020

Proposal Due Date: Wednesday, August 26, 2020 at 1:30 PM

Anticipated Award: Tuesday, September 8, 2020 Village Board
Meeting

SUBMITTED BY:

Contractor: _____

Address: _____

Telephone Number: _____ **Fax Number:** _____

Contact Person: _____

Title: _____

Section I: OVERVIEW

REQUEST FOR PROPOSALS - The Village of Kronenwetter (hereinafter referred to as the Village) a municipal corporation of the State of Wisconsin, located in Marathon County is seeking proposals for the establishment of professional garbage collection services. The Village is investigating the possibility of entering into a five (5) year contract with the option of extending the contract by two (2) years twice (two separate two-year extensions) for a total of nine (9) years with a qualified and responsible firm and accordingly is furnishing herein a set of specifications by which such proposals shall be judged. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit a sealed proposal according to the instructions and format of the attached Request for Proposal (RFP) documents.

MUNICIPAL OVERVIEW - The Village is located approximately 7 miles south of Wausau, WI and currently has a population of 7,210 which consists of approximately 2,538 single-family and two-family households. The Village has an area of approximately 52 square miles and 107 centerline miles of streets. One (1) residential garbage, recyclables, and white goods hauler currently serves the Village.

The Contractor shall service land annexed to the Village during the term of the contract as well as residential dwellings constructed during said term. Service to land annexed to the Village and future residential development shall be provided on the same terms as set forth herein. A new structure shall be considered a serviceable address upon the issuance of the Certificate of Occupancy. Changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc. shall be communicated to the Contractor by the Village. The Village will notify the Contractor of such changes as they occur.

SOLID WASTE DISPOSAL – The Village has negotiated a tipping rate contract with the Marathon County Solid Waste Department. The Village shall pay all tipping fees directly to the county landfill. The hauler will not pay the tipping fees and shall not calculate tipping fees into the bided collection rate. Garbage collected in the Village must be deposited at the Marathon County landfill per the Village's contract with Marathon County.

EXCLUSIVE CONTRACT – It is the express intent of the Village to award an exclusive contract for a five (5) year period commencing January 1, 2016 and ending December 31, 2020 for curbside collection of residential garbage, white goods, and recyclable materials. The contract shall include all single-family and multifamily of two (2) or less units. The contract shall not include multi-family of greater than two (2) units, commercial,

industrial, or institutional properties unless specified. Upon award of the Contract, except for optional additional services, which might or might not be awarded as part of the overall contract, no other firm shall be awarded single-family or two-family refuse and recycling collection services.

NEGOTIATION OF CONTRACT -The proposals that are submitted in response to this request for proposals will form the basis for further negotiations with the Village. The proposal submittal form and the proposal specifications contained herein, as submitted and signed by the Contractor, shall constitute the basis for a final agreement to be mutually agreed upon by the Village and the Contractor.

CONTRACT AWARD OR REJECTION - The Village reserves the right to negotiate with all qualified sources and to cancel this Request for Proposal in part or in its entirety. The Village further reserves the right to amend or waive any or all requirements or specifications. A contract will be negotiated and then awarded to the most responsible Contractor complying with the conditions of the proposal documents only when it is in the best interest of the Village to do so. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all proposals or parts thereof and to waive any formalities and technicalities according to the best interests of the Village. Neither the Request for Proposals nor the receipt of any proposal constitutes an offer or acceptance and in no case, will either require the Village to award a contract or pay any costs incurred in preparation of a response nor to procure or contract any services or supplies whatsoever. The Village retains the right to assess whether the person, firm or corporation has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The Villages decision or judgment on these matters will be final, conclusive, and binding.

CRITERIA FOR CONTRACT AWARD - The award of the contract will be to the Contractor whose proposal is determined by the Village to be in the best interest of the Village. Lowest monetary proposal is not necessarily the sole determining factor. The contract shall be awarded to the submitter whose proposal most closely satisfies the overall specifications as well as other factors. Such other factors include but are not limited to the following:

1. Cost - The price of the contract for the residential curbside collection of garage, white goods, and recyclable materials.
2. Experience and Finances of Company - Consideration will be given to those submitters who have performed similar types of work and have the financial means to meet the qualifications of the RFP and the contract.
3. Customer Service Record - Demonstration of low volume of complaints and fast resolution.

4. **Markets - Demonstration of availability of relatively stable markets for materials collected through letters of agreement or other communications with secondary material buyers.** This requirement can also be met by providing evidence that the Contractor will use a Wisconsin Department of Natural Resources self-certified materials recovery facility (MRF).
5. **Features Exceeding Minimum Specifications - Any features that the submitter can provide the Village that exceeds these specifications will be weighed as a benefit towards the award of the contract. The Village shall be the sole determinant if any feature is of benefit and to what degree.**

CONTRACT CONTENTS - The Village will require that any contract for garbage services include but not be limited to the following additional provisions as well as those within the balance of this RFP:

1. **COMPLIANCE WITH ALL LAWS** - All work under the contract must be executed in accordance with all applicable federal, state, county, and local laws, ordinances, rules and regulations. The costs of such compliance, if any, shall be included in the price quoted in the proposal.
2. **NOTICES** - All notices required by the contract shall be given in writing via certified mail to the Village Administrator or chief executive officer of the Contractor.
3. **NON-ASSIGNABILITY** - The Contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village President as authorized by the Village Board. Such assignment shall not relieve the Contractor from any obligations, or change the terms of the contract.
4. **INDEMNIFICATION** - The Contractor shall indemnify and hold harmless the Village, its officers and employees from any and all liability, losses or damages, including attorneys fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers compensation claims, in any way resulting from or arising out of the operations of Contractor under this contract, including operations of subcontractors; and the Contractor shall, at his/her own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the Contractor shall, at his own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond, letter of credit, or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Village

as herein provided.

Nothing in the above paragraph shall be considered to preclude the Village from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to Village property. The Contractor shall do nothing to prejudice the Village's right to recover against third parties for any loss, destruction of, or damage to the Village's property and upon the request of the Village, at the Village's expense, furnish to the Village all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Village in obtaining recovery).

5. **INDEPENDENT CONTRACTOR** - The Contractor acknowledges that it is an independent contractor and that none of its employees, agents, subcontractors, or assigns are employees of the Village. The Contractor shall be solely responsible for unemployment, social security, and other payroll tax payments required by law or union contract.
6. **EQUAL EMPLOYMENT OPPORTUNITY** - During the performance of the contract and/or supplying of materials, equipment and supplies, the Contractor must be in full compliance with all provisions of the Acts of the General Assembly of the State of Wisconsin relating to employment, including equal employment opportunity requirements.
7. **INSURANCE** - The Contractor to whom the contract is awarded must provide the Village with a certificate of insurance as proof of coverage. This certificate of insurance must also name the Village of Kronenwetter and its officers, employees and agents as additional insured for the period of the contract. The following minimum insurance coverages, unless otherwise approved by the Village (such as for the provision of a portion of the services requested herein) will be required:

Type of Insurance	Each Occurrence	Aggregate
GENERAL LIABILITY:		
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Contractual Insurance - Broad Form	\$1,000,000	\$2,000,000
AUTOMOBILE LIABILITY:		
Bodily Injury & Death	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000

The Contractor shall provide evidence of umbrella or excess liability coverage of \$5,000,000.

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

WORKERS COMPENSATION & OCCUPATIONAL DISEASES: Statutory for Wisconsin.

If subcontractors are employed, the same general guidelines are to apply to the subcontractor as the Contractor.

The Village shall receive written notice of cancellation or reduction in coverage of insurance policy within thirty (30) days prior to the effective date of cancellation or reduction.

Nothing contained in the insurance requirement shall be construed as limiting the extent of the Contractor's responsibilities for payment of damages resulting from his/her operations under this agreement.

8. **DEFAULT** - The Village may terminate a contract by written notice of default to the Contractor if:
 - a. The Contractor fails to perform the services as outlined in the specifications within the time specified in the proposal, or
 - b. Fails to make progress so as to endanger the performance of the contract, or
 - c. Fails to provide or maintain in full force and effect, the liability and indemnification coverages or letter of credit or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Village for any excess costs for similar supplies and services unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor. Failure to execute the Contract will, at the option of the Village, constitute a breach of the agreement made by acceptance of the Contract, and the Village will be entitled to forfeiture of the letter of credit accompanying the proposal that is required, not as a penalty, but as liquidated damages.

9. **PERMITS AND LICENSES** - The successful Contractor shall obtain, at its

own expense, all permits and licenses which may be required to complete the contract.

10. DUE DILIGENCE - Contractor shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the proposal. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village or the compensation to the Contractor.
11. CONTRACT EXTENSION OPTION – At the expiration of the initial five (5) year term the Village reserves the right to request that the Contractor renew and extend this contract for an additional two (2) years. At the expiration of the initial two (2) year extension term, the Village reserves the right to request that the Contractor renew and extend this contract for an additional two (2) years. If the Village desires such an extension, the Contractor will be notified no later than 120 days before the expiration of the current term.

Commencing not less than 120 days prior to the commencement of the extension of the contract for both extensions, the Village and the Contractor shall engage in good faith negotiations to develop rates attributable to the forthcoming years in question. Among the factors to be considered shall be increases or decreases in contractor productivity, disposal charges, material and equipment costs, labor costs, contractor's level of service, prices paid in comparable communities, and changes in the Consumer Price Index For All Urban Consumers-Midwest. In the event the Village and the Contractor are unable to agree upon a suitable price, either party may terminate this agreement by written notice to the other party 90 days prior to expiration of the current term.

Should the Village select a different contractor at the expiration of the contract or the Contractor is released from the Contract with the Village, the Contractor shall agree to refund, if applicable, to all residents the full purchase price of any refuse tag returned to the Contractor within sixty (60) days after such contract expiration or release from the Contract. The Contractor shall remove existing toters within sixty (60) days from the expiration date or release from the Contract.

12. PERFORMANCE BOND/LETTER OF CREDIT --The Contractor shall furnish to the Village an irrevocable performance bond or letter of credit in the amount of one hundred thousand dollars (\$100,000) from a reputable banking institution acceptable to the Village to guarantee the faithful performance of the contract. The performance bond or letter of credit shall be payable to the Village and prepared in a format approved by the Village

Attorney. It shall remain in effect for the full term of the contract, including extension periods, and be delivered to the Village within (10) days of the awarding of this contract. The contract shall not be signed until the bond or letter of credit is received and is reviewed for acceptability by the Village.

DRAFT

Section II: INSTRUCTIONS FOR SUBMITTING PROPOSALS

SUBMITTAL OF PROPOSALS - Two (2) copies of this Request for Proposals must be submitted intact in a sealed envelope for the proposal to be considered valid. Proposals must include those items listed below in **Contents** which must be properly completed and signed in ink.

All sealed proposals must be delivered to the Village Administrator, Village of Kronenwetter, 1582 Kronenwetter Drive, Kronenwetter, WI 54455, prior to the proposal opening date and time. Proposals must be identified as "Proposal: Village Of Kronenwetter Residential Garbage and Recycling Service" on the outside of the sealed envelope. Vendor's company name and address are to appear in the upper left corner.

PROHIBITED CONTACTS WITH VILLAGE – Any attempt to directly contact and influence any Village Board member, or any Village staff member associated with this project after receipt of this Request for Proposal and prior to the final selection decision as evidenced by a fully mutually executed exclusive garbage contract with the final selected firm will be grounds for disqualification. If the bidders have any questions on the RFP, the RFP process or the village's expectations, the bidders shall follow the question process as explained in the next paragraph.

QUESTIONS - All questions must be in written form and may be directed only to Ryan Wiesen, Finance Director, Village of Kronenwetter, 1582 Kronenwetter Drive, Kronenwetter, WI 54455 phone (715) 693-4200, fax (715) 693-4202 by Wednesday, April 22, 2015. No other staff will respond to any questions, written or verbal. The questions, and subsequent answers, will be documented and distributed to all RFP recipients. A written response will be provided to all questions by April 24, 2015.

LATE PROPOSALS - Proposals arriving after the specified time (Wednesday, April 29, 2015 at 1:30 PM), whether sent by mail, courier, or in person, will not be accepted. These proposals will be returned unopened. It is the Contractor's responsibility for timely delivery regardless of the methods used.

PROPOSALS BY FAX - Facsimile machine transmitted proposals **will not be accepted**, nor will the Village transmit proposal documents to prospective Contractors by way of a facsimile machine. Proposals should be submitted on the original forms provided by the Village, completely intact as issued.

ERROR IN PROPOSALS - When an error is made in extending total prices, the unit proposal price will govern. Otherwise, the Contractor is not relieved from errors in proposal preparation.

WITHDRAWAL OF PROPOSALS - A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Finance Director prior to the specified due date. After the due date, a company cannot withdraw its proposal for a period of one hundred twenty (120) calendar days. Furthermore, the Contractor so agrees to the conditions and terms submitted.

QUALIFICATIONS - No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or has failed to perform faithfully any previous contract with the Village.

The person, firm or corporation, if requested, shall present within 48 hours evidence satisfactory to the Village of its performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

TAX-EXEMPT STATUS -- Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying state or local tax. If needed, the Village shall supply the successful Contractor with the Village's tax exemption number.

EXISTING CONDITIONS -- Contractors are cautioned to carefully examine conditions affecting collection, separation, transportation, and other variables which may affect collection of garbage, recyclable, and white goods within the Village. The Village will not advise Contractors as to any conditions referred to. All figures found in this Request for Proposal were gathered using the best data available at the time of the Request for Proposals creation. With submission of a proposal, the submitting Contractor understands and recognizes that the estimated figures located in the Request for Proposal were gathered using the best data available at the time of the Request for Proposals creation and that any submitted proposals are final and will not be subject to negotiation during the contract term.

CONTENTS -- proposal must, at a minimum, include the following sheets from this RFP:

1. Cover Sheet
2. Location of Recycling Processing Facilities (Section V)
3. References & Competency -- Description of Firm (Section VI)
4. Contractor Proposed Cost Summary (Section VII)
5. Contractor Certification (Section VIII)
6. List of Subcontractors (See below)

LISTING OF SUBCONTRACTORS - In order that the Village may be assured that only qualified and competent subcontractors will be employed on the project, each Contractor shall submit with their proposal a list of any subcontractors they plan to use and the services the subcontractor(s) will perform. The list must include each subcontractor's name, address, phone, contact person, years of experience, and three references for similar work, as well as required insurance information

Section III: SPECIFICATIONS AND SPECIAL PROVISIONS

The calendar for the selection process is provided as follows. The Village reserves the right to modify the preliminary selection process calendar:

Release of RFP	April 15, 2015
Deadline – Consultant questions	April 22, 2015
Written response to questions	April 24, 2015
Deadline – submittal of proposals	April 29, 2015
Execute contract	After May 12, 2015

DEFINITIONS & PREPARATION INSTRUCTIONS:

Bulk Materials --Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include beds, sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large household furniture, and large appliances that do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

Chipping --The mechanical process of breaking up woody yard waste into smaller pieces to be used as landscape mulch or a bulking agent.

Composting -- The process by which aerobic microorganisms decompose organic matter into a humus-like product.

Contract -- The following attachments shall be incorporated herein and shall constitute the Contract documents: the Request for Proposal Documents, including all addenda issued, the signed proposal, and any other documents as may be deemed necessary by the Village.

Curbside -- A position located near the driveway between two and five feet from the edge of the street toward the residence is to be used for collection of garbage and recycling materials.

Long Driveway Collection– Residents who have driveways longer than a typical residential home that wish to place garbage and recycling near their home and not at the curbside.

Household Construction and Demolition Debris -- Waste materials from “do-it-yourself” interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials,

cabinets, carpeting, disassembled household fixtures. Must be cut into (4') lengths, bundled or placed in approved containers not to exceed 50 lbs.

Household -- All single-family and multi-family of two or less units that utilize curbside collection service.

Household Garbage -- All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e., cans, metalware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household), empty cartons and crates, discarded toys, discarded clothing and light furniture, and similar material. Household garbage shall not include waste from any manufacturing process, construction material, broken concrete, lumber, large rocks, and other similar material.

Garbage Container --

Toter: A two (2) wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automatic lifting mechanism for collection. All toters must be approved by the Village and supplied by the Contractor.

Bundle: Any material allowed under the definition of refuse, such as wood, boxes or other loose items, which do not exceed 5' in lengths or 50 lbs.

Recyclables (also referred to as recyclable materials) -- Materials that have a useful second life in the economic cycle if they are successfully collected, separated, processed and marketed for return to the economic mainstream. Recyclable materials shall include newspapers, wrapping paper, brown paper grocery bags, magazines, telephone books, catalogs, junk mail -- brochures, advertisements, flyers, post cards, greeting cards, window envelopes, file folders, and other similar correspondences; cardboard, chipboard/paperboard -- cereal boxes, clothing boxes, tissue boxes, shoe boxes, paper tubes, etc.; wet strength carrier stock -- paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen; i.e. paper beverage cartons, and clean frozen food packages; soda and beer cases; mixed or miscellaneous paper products -- stationery, computer paper, notebook paper, typing paper, letterhead, index cards, computer cards, bond envelopes, post-it notes, and other similar paper products; tin, steel, and bi-metal beverage and food cans, aerosol cans, aluminum cans, aluminum foil and foil products; plastics #1-5, PET, PETE, HDPE, V, LPDE, PP, 6-12 pack plastic rings; clear, green, blue, and brown glass including bottles and jars; and any other items the Village and the Contractor agree to recycle in the future.

Recyclables Bin -- 12.5 gallon rectangular or similar durable plastic container, with or without a cover, for the collection of recyclables.

Residential -- Single-Family and multi-family units of two or less units.

Uncollectables -- Toxic, hazardous, radioactive, and bio-hazardous materials such as but not limited to automotive batteries, televisions, prohibited electronics, paint, insecticide, oil, gasoline, antifreeze, or their containers will not be collected.

White Goods -- Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerants gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

GENERAL REQUIREMENTS:

1. **Services Selected** – This proposal requests prices for various options and alternates for garbage and recycling collection. **The Village reserves the right to request the awarded Contractor to implement any one or combination of services and/or alternates outlined below.** The Contractor shall propose to furnish complete equipment, labor, materials and supplies to accomplish all work necessary to complete such contract as may be agreed upon by the Village of Kronenwetter and the Contractor.
2. **Contract Period, Rates, & Termination** - The Village intends to enter into an exclusive five (5) year contract for the curbside collection of residential (single-family and multi-family of two or less units) garbage, white goods, and recyclable materials within the Village of Kronenwetter. The contract period will commence on January 1, 2016, and end December 31, 2020. The contract shall not include multi-family over two-family, commercial, manufacturing, industrial, or institutional properties. It is the intention of the Village to secure a firm price contract for each of the first five years of the contract period and conduct good faith price negotiations commencing no later than August 1, 2020 for years 2021 and 2022 should the village decide to extend the contract by two years. If the village chooses to extend the contract for a second time for an additional two years, the village and contractor shall begin good faith price negotiations for 2023 and 2024 beginning no later than August 1, 2022. Price increases or decreases for the two extension terms shall be based on factors such as increases or decreases in contractor productivity, disposal charges, material and equipment costs, labor costs contractor's level of service, prices paid in comparable communities, and changes in the Consumer Price Index For All Urban Consumers-Midwest. If the parties are unable to agree upon a rate schedule, the current rate shall remain in effect until the agreement terminates and either party has the right to terminate this contract by giving the other party not less than 90 days prior written notice. All proposals shall

be considered on this basis unless specifically noted.

3. **Damage to Streets Prohibited** – The Contractor shall provide collection equipment that will not disfigure or damage Village streets and operators that will operate vehicles in a manner that will not damage streets, sidewalks, overhead trees, etc. The Village shall require the Contractor to repair, to the Village's satisfaction and at the Contractor's expense, all damage to Village property that is caused by spills, skidding vehicles, driving on edge of pavement, equipment malfunction, or operator negligence. Contractor shall pay any Village invoice for repair within thirty (30) days.
4. **Day of Collection** – Garbage and recycling pickup shall be performed weekly to all residential units within the Village's corporate limits. Should the Village go with Bid #2 (Alternate #1), recycling pickup shall be performed on a biweekly basis.
5. **Collection Hours** - Collection services by all vehicles will begin no earlier than 6:30 a.m. All collection for each scheduled day shall be completed by 5:00 p.m. Residents shall be required to set out garbage, recyclables, and white goods by 6:00 a.m. on the scheduled day of collection.
6. **Point of Collection** - Collection shall be made at the curbside.
7. **Missed Collection** - The Contractor shall establish and publicize a procedure for receiving and responding to resident complaints of missed collections. Complaints of missed collections received by the Contractor or the Village shall be remedied by the Contractor collecting the materials by 5:00 p.m. on the following business day. A representative of the Contractor shall contact a designated representative of the Village to resolve any issues.
8. **Quality of Service** - The Contractor shall undertake to perform the collection and disposal services rendered herein in a clean, orderly and efficient manner and to use due care and diligence in the performance of the contract. Neat, orderly, and courteous employees and collection crews shall also be provided. The Contractor shall, at each service address, neatly return the totes where they were found. The Contractor shall repair or replace at their expense totes damaged as a result of the handling thereof, reasonable wear and tear expected. Crews shall carry official company identification and shall present such identification upon request. The Contractor shall establish and maintain a method for accepting and responding within 24 hours to Village and resident calls and complaints from a timeframe at a minimum of 8 am to 6 pm. Contractor's staff shall be knowledgeable and courteous in answering Village and residents

information requests and resolving resident complaints regarding the collection service. The Contractor shall meet with the Village as often as needed to review Village and resident complaints and resolutions.

9. **Clean-Up on Route** - The Contractor shall pick up and clean all materials blown, littered, and broken as a result of handling by collection. In the event an area or areas would require the use of a street sweeper because of spillage or any other reason, the Contractor shall promptly dispatch all necessary equipment at the Contractor's expense. Materials not picked up within two (2) hours of verbal notification by the Village will be removed by the Village at the Contractor's expense. Contractor shall pay any Village invoice for clean-up within thirty (30) days.
10. **Collection on Holidays** - When the regularly scheduled collection day falls on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, the Contractor shall collect the materials on the next regular weekday after the regular collection day. The collection "weekdays" for both garbage and recycling shall be from Monday through Saturday. Thus, if regular collection is Monday through Friday and if a holiday falls on Tuesday, the collections days will shift to Monday and Wednesday through Saturday.
11. **Improperly Prepared Materials** - When the Contractor encounters improperly prepared material, the following procedure shall be followed:
 - a. On the first occurrence, the Contractor shall pick up all garbage and recyclables and process it properly, except white goods or bulk materials. The Contractor shall complete a formal tag approved by the Village noting the problem and leave it with the resident. The Contractor shall submit with this proposal an example of the tagging system to be used. The address and date shall be documented. Each tag or label shall provide a brief explanation as to why the material was not collected. Example explanations include but are not limited to: improper recycling preparation; garbage not in toter, etc.
 - b. Upon the second and same ensuing occurrence by the same resident, the Contractor shall leave the improperly prepared material, collect any properly prepared material, complete a notice and leave it with the resident. The Contractor shall leave items only when the second offense is regarding the same occurrence and displays the same circumstances as the first offense of improperly prepared materials. The date and address shall be documented.
 - c. The Contractor shall submit with this proposal an example of the tagging system to be used. The Contractor shall supply via email or mail a log

of all notices, including address and error message, to the Village on a monthly basis.

12. Equipment Requirements –

- a. **Safety and Maintenance** - All of the Contractor's collection equipment must be maintained and operated in compliance with all federal, state and local statutes, ordinances and regulations to assure the safety of the collection crew and Village residents. All collection equipment shall be covered and secured to prevent material blowing, leaking or falling out during transit. Spilled materials, fluids, etc. shall be cleaned up within two (2) hours of verbal notification by the Village or will be removed by the Village at the Contractor's expense.
- b. **Identification** - All collecting equipment shall be clearly identified by affixing the Contractor's name and telephone number permanently and conspicuously to both sides of the equipment.

13. Processing Requirements - Processing of the collected garbage, recyclable, and white goods will be the responsibility of the Contractor.

14. New Service – Upon set up of a new service (service has never existed at this address) the contractor will within one week of the date of notification from the Village provide recycling and garbage toters to the address. Notification shall consist of either a fax or email listing of the address and the date the toters are to be supplied by. If collection is to take place prior to the toters being delivered to the new service, the contractor will accept garbage, recyclables and white goods in whatever manner the new service provides. If Village retains the 12.6 gallon recycling bin service, the bins shall be provided by the Village.

15. Toter Exchange -

- a. **Contract Set-up** –The Contractor shall finance and provide 96 gallon toters to residents for garbage and recycling (should the Village switch from the 12.6 gallon recycling bins to 96 gallon recycling toters). If the village retains the 12.6 gallon recycling bin service, the village will finance and provide the bins to residents. The contractor will be responsible for sending a mailing to all residences in the Village informing them of the process by which they will be receiving their new toters, if a new contractor is selected. This process must begin prior to the January 1st start date of the contract and must be completed by the 31st of January. If collection is to take place prior to a toter being delivered, the contractor will accept garbage, recyclables and white goods in whatever manner the residences provide. The mailing to the

residences shall be approved by the Village prior to being mailed.

b. Repair - Upon notification of the need to repair a toter, the contractor will within one week of the date of notification from the Village provide a new toter or repair the existing toter to the address. Notification shall consist of either a fax or email listing of the address and the date the toter is to be supplied by. If collection is to take place prior to a toter being delivered or repaired, the contractor will accept garbage, recyclables and white goods in whatever manner the residences provide.

- 16. Public Education** – Contractor shall on an annual basis work with the Village on a public education program on the benefits of recycling intended to increase recycling rates.
- 17. Long Driveway Collection** – Residents with driveways longer than a typical residential driveway who request to have garbage and recycling picked up near their residence rather than at the curb may be charged an additional fee to be billed and collected by the contractor. This service will be an agreement solely between the contractor and the resident. There are currently 14 customers with long driveway collection service.

Section IV: BASE SERVICE Garbage and Recycling

1. **Program Summary** – Basic residential collection billed as a flat fee, shall include:
 - a. **Garbage and Recyclables** -- Garbage and recyclables that fit in their respective containers.
 - b. **Bulk Materials** --Unlimited items per residence per week. The contractor shall arrange with the resident any additional fee to be paid by the resident to the Contractor for use of this service. See White Goods and Special Collection below.
 - c. **Christmas Tree Collection** – The Contractor shall provide a special curbside collection for Christmas trees for a three (3) week period in late December to early January, the exact dates to be mutually determined by the Village and Contractor. This shall be included in the flat fee in the bid.
2. **Recycling Collection**

Primary Bid: The primary recycling collection service bid shall use a 96 gallon or similar recycling toter and collection shall be on a weekly period.

Bid# 2 Alternative #1: The proposal shall also include an alternative bid with a 96 gallon recycling toter with collection every week weeks (biweekly).

Bid #3 Alternative #2: The proposal shall also include an alternate bid for the use of a 12.6-gallon recycling bin that the village currently uses for recycling services. The recycling service shall be on a weekly basis. It will not be necessary for the Contractor to provide the 12.6 gallon recycling bins. The Village will be responsible for providing the 12.6 gallon recycling bins for replacement bins and new residents.

The Contractor shall leave the containers used at the point of collection. The Contractor shall be responsible for any damage caused to such containers by the Contractor, except from weather or normal wear and tear. Residents may use their own recycling bins under “Bid #3 Alternate #2”.

- a. **Ownership of Recyclable Materials** - All recyclable materials placed for collection shall be owned by and be the responsibility of the resident until the materials are collected by the Contractor. Once collected, the material then becomes the property and responsibility of the Contractor. The Contractor is responsible for transporting, processing, and marketing the collected recyclable materials. Any non-recyclable material collected shall be disposed of by and at the expense of the Contractor in accordance with federal, state, and local laws, rules, and regulations.
 - b. **Proceeds** - The Contractor shall retain 100% of the proceeds from the sale of recyclables, and the projected revenues from the sale of collected materials shall be taken into consideration when determining the flat rate for recycling collection.
 - c. **Most Favored Nation Clause** -- The Contractor may provide for weekly collection of recyclable materials in addition to those listed in the definition of recyclables. The Village reserves the right to require additional recyclable items to be collected should the Contractor provide this service for any other municipal customer within Marathon County. If Contractor plans to collect additional recyclable materials, please indicate below the type of material(s).
 - d. **Bins**. A 12.6 gallon, or similar, durable plastic container must be used by residents to place recyclable materials at the curbside if the Village should go with the bid #3 alternate #2 service using the bins. This does not preclude residents from using their own containers as long as the containers are properly marked. The Contractor shall leave the containers used at the point of collection. The Contractor shall be responsible for any damage caused to such containers by the Contractor, except from weather or normal wear and tear. Additional bins, are for sale by the Village.
- 3. Collection of White Goods** - The Contractor shall have a plan for the separate collection and proper recycling/disposal of white goods collected in compliance with all State and Federal legislation. The cost of collection and disposal of white goods containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components shall be at the rate specified in the enclosed price quotation sheet.

The Contractor shall advise the resident, when they call for collection, directly of the terms of such collection; i.e. how the materials should be prepared, the date of collection, and the like.

- 4. Special Collections** – The Contractor shall offer a special curbside

collection service for large quantities of garbage including, but not limited to: bulk items, household construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangements with the Contractor at the resident's request.

The Contractor shall advise the resident directly of the terms of such collection; i.e. what materials will be collected, how the materials should be prepared, the date of collection, the policy on furnishing advance estimates of charges, and the like. The Contractor shall also, at the request of the Village, collect quantities of refuse or debris left at the curb in unusual circumstances, i.e. evictions or "skip-outs", and shall bill the property owner for such costs.

The Contractor shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris which cannot be easily picked up at the curbside. The terms of, as well as charges and payment for, this service shall be arranged solely between the Contractor and the resident.

Dumpsters or other special collection containers may not be placed on a public street or right-of-way.

Spring Cleanup: The Contractor shall pick up bulk items deposited by village residents during the annual "Spring Cleanup" days. Spring Cleanup days take place in the spring for three to seven days. Residents are able to drop off their bulk items, debris, etc. at a central location in the Village. The Contractor will collect and haul to the landfill the bulk items collected during Spring Cleanup days on a daily basis. This is collection from a central location. It is not curbside pickup. The Contractor will work out a separate bill and payment arrangement with the Village for these services. Collection of Spring Cleanup items will not be included in the bid(s).

5. **Toter** - The Contractor shall make available to residents participating in the curbside collection service use of a 96-gallon toter (except for recycling when bins are used in Bid #3). The Contractor shall provide the toters and any other related equipment necessary for collection to the resident. The Village is not requiring that name brand (trademarked) "Toters" be used by the Contractor. The fees, payment and collection process for any additional garbage or recycling beyond that which will fit in the toters will be arranged between the Contractor and resident.
6. **Services for Municipal and Civic Properties** – The Contractor shall provide, at no additional cost, the services described in **Exhibit A**. The fee

for services in Exhibit A shall be calculated into the bids.

The contractor shall collect from the Village public works garage all white goods and bulk items left on Village property. The fees for collection of white goods from the public works garage shall be charge to the Village at the same rates numerated in the bid for white goods to Village residents. The fee for collection charge to the Village for bulk items pickup from the public works garage shall be at equivalent rates as charged to village residents.

7. Data Collection and Reporting –The Contractor shall prepare and submit to the Village quarterly reports. The report shall include, but not be limited to the following information:

- a. Total pounds of garbage, recyclables (by type), and white goods collected each month;
- b. Monthly recycling participation rate divided by the number of residences included in the collection service (participation percentage)
- c. Complaint log

All reports, data, and information, once supplied to the Village, will become the property of the Village to be used as it will solely determine without obligation to any person, firm, or corporation, except for such information as stated in these specifications that will be considered exempt from Freedom of Information Act disclosure by the Village upon assertion as to its proprietary nature by the Contractor. The Village reserves the right to audit the financial and administrative records of the Contractor as they pertain to the garbage and recycling services in the Village.

8 Informational Brochure –Upon award of the contract and any changes in service, the Contractor is responsible for designing, printing, and distributing a written brochure to each residence describing the collection service as well as provide extra copies as needed for distribution at the Village Municipal Center. The brochure must include a description of collection times, contractor phone number for complaints or missed collections, specific guidelines of what types of materials will be accepted, and the manner in which they are to be prepared, per this proposal and Contract. The brochure must arrive at each residence at least two weeks prior to the date of the new contract. The brochure and its distribution method are subject to the Village's approval. The cost of printing and distribution shall be included in the bided flat rate.

9 Disasters – The Contractor shall be responsible for collecting all garbage items normally collected in the event of flooding or other man-made or natural disasters regardless of the amount of material is generated.

Regular collection times may be waived by the Village in such cases, and the Contractor may have to supply additional equipment to handle the amount of refuse.

- 10 Mixing Prohibited** – The Contractor shall not at any time mix recycling and garbage collected within the Village. Garbage must be deposited at the Marathon County landfill. Recycling materials must be processed as recyclables by the Contractor.

DRAFT

Section V: LOCATION OF RECYCLING FACILITY

Please provide below information concerning the facility which is intended to be used for the processing of recyclable materials collected at curbside.

NAME ADDRESS OWNER USAGE DATES PROPOSED MARKET OR MRF

DRAFT

Section VI REFERENCES & COMPETENCY

In order to allow evaluation of Contractor's capabilities, Contractors are required to supply the information requested below. Each Contractor shall list three municipalities where similar work has been conducted. For each reference, list the contact person's name, address, and phone number, services provided, and the time period in which the work was completed. **The Contractor shall also attach a written description of the firm including: its history, ownership, services provided, facilities, fleet, clients, etc.**

1. _____
Municipality or Agency

Contact Name

Address (Area Code) Phone Number

Services Provided Date of Work

2. _____
Municipality or Agency

Contact Name

Address (Area Code) Phone Number

Services Provided Date of Work

3. _____
Municipality or Agency

Contact Name

Address (Area Code) Phone Number

Services Provided Date of Work

Section VII CONTRACTOR COST SUMMARY

The bid shall follow the below format.

Note: The village is not requiring the use of name brand (trademarked) "Toters".

Bid #1 (Primary): 96 gallon garbage toter and 96 gallon recycling toter. This bid shall include both weekly garbage and weekly recycling service.

	Year 1	Year 2	Year 3	Year 4	Year 5
BASE SERVICE					
Garbage Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __
Recycling Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __

Bid #2 (Alternate #1): 96 gallon garbage toter and 96 gallon recycling toter. This bid shall include weekly garbage and biweekly (every 2 weeks) recycling service.

	Year 1	Year 2	Year 3	Year 4	Year 5
BASE SERVICE					
Garbage Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __
Recycling Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __

Bid #3 (Alternate #2): 96 gallon garbage toter and 12.6 gallon recycling bin. This bid shall include weekly garbage and weekly recycling service.

	Year 1	Year 2	Year 3	Year 4	Year 5
BASE SERVICE					
Garbage Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __
Recycling Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __

White Goods Price Quotation Sheet:

Please provide a five-year price sheet for curbside pickup and disposal/recycling of white goods.

Section VII CONTRACTOR CERTIFICATION

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the Village of Kronenwetter the item(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

The estimated figures of service area and eligible households located in the Request for Proposal were gathered using the best data available at the time of the Request for Proposals creation. I further certify and understand that any submitted proposals are final and will not be subject to negotiation during the contract term. I further understand and agree that the prices listed above represent a fixed priced contract for the initial first four years of the term of the contract, commencing January 1, 2016 and ending December 31, 2020 for curbside collection of garbage and recyclable materials. Adjustments to net yearly contract amounts for the last two years of the contract are to be negotiated.

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION:

Name of Authorized Representative

Title

Date

Company Name

Street Address

Municipality, State Zip Code (Area Code)

Phone Number, FAX

Exhibit A

Services for Municipal Properties

<u>Year Round Locations</u>	<u>Units</u>
Municipal Center 1582 Kronenwetter Drive	1- 2 yard dumpster and 2- 96 gallon recycling carts.
Village Garage North Road	1- 3 yard dumpster and 1-96 gallon recycling cart.
Fire Department 1582 Kronenwetter Dr	1-96 gallon garbage cart and 2-96 gallon recycling carts.
Village Wellhouse 1979 Lea Road	1-96 gallon garbage cart and 1-96 gallon recycling cart.

<u>Seasonal Locations*</u>	<u>Units</u>
Park Department Garage	1- 5 yard dumpster
Farmers Market	1 96-gallon garbage cart and 1-96 gallon recycling cart

* Service for seasonal location to start and stop as specified by the Village on a yearly basis



REPORT TO VILLAGE BOARD

ITEM NAME:	Review of 2025 Budget Publication Errors Published November 11, 2024
MEETING DATE:	July 14, 2025
PRESENTING COMMITTEE:	None
COMMITTEE CONTACT:	David Baker
STAFF CONTACT:	John Jacobs
PREPARED BY:	David Baker

ISSUE: The 2025 Budget that was published November 11th, 2024 contained \$1,792,891 of errors in the Total Expenditure Section of the published 2025 Budget.

OBJECTIVES: Provide transparency for past Budgets and provide accurate, timely, and easily understandable financial information going forward.

ISSUE BACKGROUND/PREVIOUS ACTIONS: The identified mistakes involved improper budget presentation and were likely to cause confusion and misunderstanding. There is no reason to believe that there were any missing or misappropriated funds associated with the budget presentation errors.

Even though these specific presentation errors did not impact the tax levy, it is still important for the Village to publish correct budgets.

PROPOSAL:

ADVANTAGES:

DISADVANTAGES:

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

RECOMMENDED ACTION: No action is recommended on this item.

OTHER OPTIONS CONSIDERED:

TIMING REQUIREMENTS/CONSTRAINTS:

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

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

ATTACHMENTS (describe briefly): 2025 published Budget, Marked up 2025 Budget presentation material

Notice is hereby given that on Monday November 25, 2024 at 6:00 p.m., a public hearing on the **2025 proposed budget** will be held at the Village of Kronenwetter Municipal Center, 1582 Kronenwetter Drive, Kronenwetter, WI 54455. The proposed budget, in detail, is available for inspection at the Clerk's Office from 8:00 a.m. to 4:30 p.m., Monday through Friday. The following is a summary of the proposed 2025 General Fund Budget:

	2022	2023	2024	2025	% Proposed Budget
	Actual	Actual	Estimated	Proposed Budget	Change
REVENUES					
Taxes	1,391,741	1,672,178	1,693,817	2,245,703	33%
Special Assessments	-	-	-	-	0%
Intergovernmental Revenues	2,135,655	2,139,782	2,397,360	2,802,478	17%
License and Permits	90,640	56,782	62,927	57,775	-8%
Fines, Forfeitures and Penalties	24,526	30,708	34,000	36,000	6%
Public Charges for Services	501,098	517,007	533,819	532,600	0%
Intergovernmental Charges	5,100	5,100	5,100	5,100	0%
Miscellaneous Revenue	211,787	410,527	269,610	247,700	-8%
Other Financing Sources	-	7,634	402,528	2,500	-99%
Carry Over of Prior Year Funds	-	-	178,166	-	-100%
TOTAL REVENUE	4,360,547	4,839,718	5,577,326	5,929,856	6%
EXPENDITURES					
General Government	715,917	999,096	828,074	956,220	15%
Public Safety	1,283,434	1,852,223	1,705,341	2,128,151	25%
Public Works	1,854,382	1,843,023	1,985,680	2,263,560	14%
Health and Human Services	2,160	4,995	5,000	5,000	0%
Culture, Recreation and Education	108,546	112,133	145,347	115,454	-21%
Conservation & Development	70,628	144,794	143,416	216,885	51%
Capital Outlay	580	30,902	283,025	1,821,775	0%
Debt Service Interest	34,950	27,375	50,149	71,649	43%
Other Financing Uses	47,503	74,517	77,740	144,053	85%
TOTAL EXPENDITURES/FINANCING USES	4,118,100	5,089,058	5,223,772	7,722,747	48%
	1/1/2025	Estimated	Estimated	12/31/2025	
	Projected	2025 Total	2025 Total	Proposed Projected	2024 Proposed Levy
	Fund Balance	Revenue	Expenditures	Fund Balance	By Fund
General Fund	3,998,554	5,929,856	5,929,856	3,998,554	2,206,115
Municipal Court Fund	3,062	52,784	52,784	3,062	-
Park Set-Aside Fund	74,715	-	-	74,715	-
Fire Dept Donation Fund	25,306	5,450	5,450	25,306	-
2% Fire Dues Fund	39,702	39,160	40,508	38,354	-
Debt Service Fund	732,737	1,745,996	1,745,996	732,737	110,636
Capital Projects Fund	2,108,422	275,000	1,821,775	561,647	200,000
Tax Incremental District #1	(2,605,565)	329,525	430,092	(2,706,132)	-
Tax Incremental District #2	7,293,495	1,450,283	966,999	7,776,779	-
Tax Incremental District #3	131,567	37,214	5,884	162,897	-
Tax Incremental District #4	87,275	163,007	205,534	44,748	-
Equipment Replacement Fund	274,103	87,000	87,000	274,103	86,000
Total Funds	12,163,372	10,115,275	11,291,878	10,986,769	2,602,752

Published Dated this 11th day of November, 2024.

Proposed Dated this 25th day of November, 2024.

Lisa Kerstner - Finance Director/Treasurer

THIS IS PUBLIC BUDGET HEARING NOTICE.
THIS WAS PUBLISHED ON 11/11/2024.
ERRORS/CORRECTIONS SHOWN IN RED, ARE WHAT HAVE BEEN PUBLISHED

Section 6, Item M.

Notice is hereby given that on Monday November 25, 2024 at 6:00 p.m., a public hearing on the 2025 proposed budget will be held at the Village of Kronenwetter Municipal Center, 1582 Kronenwetter Drive, Kronenwetter, WI 54455. The proposed budget, in detail, is available for inspection at the Clerk's Office from 8:00 a.m. to 4:30 p.m., Monday through Friday. The following is a summary of the proposed 2025 General Fund Budget:

	2022 Actual	2023 Actual	2024 Estimated	2025 Proposed Budget	% Proposed Budget Change
REVENUES					
Taxes	1,391,741	1,672,178	1,693,817	2,245,703	33%
Special Assessments	-	-	-	-	0%
Intergovernmental Revenues	2,135,655	2,139,782	2,397,360	2,802,478	17%
License and Permits	90,640	56,782	62,927	57,775	-8%
Fines, Forfeitures and Penalties	24,526	30,708	34,000	36,000	6%
Public Charges for Services	501,098	517,007	533,819	532,600	0%
Intergovernmental Charges	5,100	5,100	5,100	5,100	0%
Miscellaneous Revenue	211,787	410,527	269,610	247,700	-8%
Other Financing Sources	-	7,634	402,528	2,500	-99%
Carry Over of Prior Year Funds	-	-	178,166	-	-100%
TOTAL REVENUE	4,360,547	4,839,718	5,577,326	5,929,856	6%

EXPENDITURES					
General Government	715,917	999,096	828,074	956,220	15%
Public Safety	1,283,434	1,852,223	1,705,341	2,128,151	25%
Public Works	1,854,382	1,843,023	1,985,680	2,263,560	14%
Health and Human Services	2,160	4,995	5,000	5,000	0%
Culture, Recreation and Education	108,546	112,133	145,347	115,454	-21%
Conservation & Development	70,628	144,794	143,416	216,885	51%
Capital Outlay	580	30,902	-283,025	-1,821,775	0%
Debt Service Interest	34,950	27,375	-50,149	-71,649	43%
Other Financing Uses - MISC. / CONTINGENCY	47,503	74,517	77,740	144,053	85%
TOTAL EXPENDITURES/FINANCING USES	4,118,100	5,089,058	5,223,772	7,722,747	48%

Should be ZERO

	1/1/2025 Projected Fund Balance	Estimated 2025 Total Revenue	Estimated 2025 Total Expenditures	12/31/2025 Proposed Projected Fund Balance	2024 Proposed Levy By Fund
General Fund	3,998,554	5,929,856	5,929,856	3,998,554	2,206,115
Municipal Court Fund	3,062	52,784	52,784	3,062	-
Park Set-Aside Fund	74,715	-	-	74,715	-
Fire Dept Donation Fund	25,306	5,450	5,450	25,306	-
2% Fire Dues Fund	39,702	39,160	40,508	38,354	-
Debt Service Fund	732,737	1,745,996	1,745,996	732,737	110,636
Capital Projects Fund	2,108,422	275,000	1,821,775	561,647	200,000
Tax Incremental District #1	(2,605,565)	329,525	430,092	(2,706,132)	-
Tax Incremental District #2	7,293,495	1,450,283	966,999	7,776,779	-
Tax Incremental District #3	131,567	37,214	5,884	162,897	-
Tax Incremental District #4	87,275	163,007	205,534	44,748	-
Equipment Replacement Fund	274,103	87,000	87,000	274,103	86,000
Total Funds	12,163,372	10,115,275	11,291,878	10,986,769	2,602,752

Published Dated this 11th day of November, 2024.

Proposed Dated this 25th day of November, 2024.

Lisa Kerstner - Finance Director/Treasurer

OTHER FINANCING USES 114,389 100,533

NUMBERS IN YELLOW DO MATCH 2025 BUDGET DETAIL.

THESE NUMBERS ARE CORRECT



General Fund Overview

- Total 2025 Estimated Revenues: **\$5,929,856**
 - ▶ 9.76% increase from the 2024 Adopted Budget
- Total 2025 Proposed Expenditures: **\$5,929,856**
 - ▶ 4.48% increase from the 2024 Adopted Budget

The 2025 Proposed General Fund Budget is a balanced budget!

PAGE 16

General Fund Overview

Handwritten notes: *TYPOS MADE HERE* (with an arrow pointing to the table) and *2025* (written next to the first two rows).

<u>2025 General Fund Balance</u>		
2024 Fund Balance	\$	3,998,554.34
2024 Proposed Revenue	\$	5,929,856.15
2024 Proposed Expenses	\$	5,929,856.15
Total Fund Balance	\$	3,998,554.34

The total projected 2025 year-end fund balance is **\$3,998,554.34** which includes:

- ▶ \$1,220,766.28, undesignated fund balance
- ▶ \$2,777,788.06 designated fund balance
- ▶ Village policy requires a minimum undesignated fund balance of 15% net expenditures.

PAGE 17

THESE NUMBERS WERE NEVER UPDATED -

General Fund Expenditures

GENERAL FUND - EXPENDITURES BY CATEGORY	2024	2025	\$ Change	% Change
Administration	\$ 851,490.58	\$ 1,143,105.02	\$ 291,614.44	25.51%
Planning, Zoning & Economic Development	\$ 143,416.39	\$ 216,884.94	\$ 73,468.55	33.87%
Public Safety - Police	\$ 1,321,425.09	\$ 1,624,505.03	\$ 303,079.94	18.66%
Public Safety - Building Inspection	\$ 26,600.00	\$ 26,600.00	\$ -	0.00%
Public Safety - Fire & Emergency Medical Svcs	\$ 357,315.49	\$ 477,045.61	\$ 119,730.13	25.10%
Public Works	\$ 1,985,679.91	\$ 2,263,560.49	\$ 277,880.58	12.28%
Parks & Open Spaces	\$ 145,347.13	\$ 115,454.11	\$ (29,893.02)	-25.89%
Other Expenditures (Insurances, Newsletter, etc.)	\$ 82,739.71	\$ 149,052.77	\$ 66,313.06	44.49%
Total General Fund Expenditures	\$ 4,914,014.29	\$ 6,016,207.98	\$ 1,102,193.69	18.32%

SEE BUDGET
HEARING NOTICE
FOR CORRECT NUMBERS !!

PAGE 22

THIS
DOES
NOT
MATCH
2025
BUDGET
HEARING
NOTICE
OR
DETAIL SPREADSHEETS



REPORT TO VILLAGE BOARD & APC

ITEM NAME:	Review of 2023 TID Annual Report Errors
MEETING DATE:	July 14, 2025
PRESENTING COMMITTEE:	None
COMMITTEE CONTACT:	David Baker
STAFF CONTACT:	John Jacobs
PREPARED BY:	David Baker and John Jacobs

ISSUE: The 2023 TID Reports appear to contain substantial errors, including a \$591,892 error in the 2023 TID #2 ending balance.

OBJECTIVES: Provide transparency for past TID Reports and provide accurate, timely, and easily understandable financial information going forward.

ISSUE BACKGROUND/PREVIOUS ACTIONS: The period for amending the 2023 TID Reports has passed, so a corrected version could not be filed. The deadline for submitting any amended report filings for the 2023 TID reports was 10/01/2024.

PROPOSAL: John will provide a report to APC on the financial impact, if any, of this error. The Wisconsin Department of Revenue also encouraged Village Administration to provide transparency of the 2023 TID report errors to the Joint Review Board at their next meeting.

ADVANTAGES:

DISADVANTAGES:

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

RECOMMENDED ACTION: No action is recommended on this item.

OTHER OPTIONS CONSIDERED:

TIMING REQUIREMENTS/CONSTRAINTS:

ATTACHMENTS (describe briefly):

- 2023 Original TID Annual Reports as originally filed on 6/28/2024
- 2023 “Amended” TID Annual Reports as recomputed on 6/26/2025
- 2024 Original TID Annual Reports as originally filed on 6/26/2025

VILLAGE OF KRONENWETTER

2023 Original TID Annual Reports as filed on 6/28/2024

vs.

**2023 “Amended” TID Annual Reports as recomputed on
6/26/2025 (but unable to amend after 10/01/2024)**

2023

WI Dept of Revenue

Form
PE-300

TID Annual Report

Section 1 – Municipality and TID

Co-muni code	Municipality		County	Due date	Report type
37145	KRONENWETTER		MARATHON	07/01/2024	ORIGINAL
TID number	TID type	TID name	Creation date	Mandatory termination date	Expected termination date
001	5S	N/A	11/03/2004	11/03/2044	N/A

2023

AMENDED
AMOUNTSSHOULD HAVE
BEEN

Section 2 – Beginning Balance

Amount

TID fund balance at beginning of year

\$-2,431,582

2,420,588

Section 3 – Revenue

Amount

Tax increment	\$250,038	284,575
Investment income	\$17,365	17,365
Debt proceeds	\$0	
Special assessments	\$0	
Shared revenue	\$568	568
Sale of property	\$0	
Allocation from another TID		
TID number	\$0	
Developer guarantees		
Developer name Epiroc Drilling tools, LLC	\$49,415	49,415
Transfer from other funds		
Source	\$0	
Grants		
Source	\$0	
Other revenue		
Source	\$0	
Total Revenue (deposits)	\$317,386	351,923

2023

WI Dept of Revenue

Form
PE-300

TID Annual Report

Section 4 – Expenditures	ORIGINAL Amount	AMENDED Amount
Capital expenditures	\$0	✓
Administration	\$7,457	7,457
Professional services	\$2,146	3,073
Interest and fiscal charges	\$108,764	109,376
DOR fees	\$1,077	150
Discount on long-term debt	\$0	
Debt issuance costs	\$612	0
Principal on long-term debt	\$315,000	315,000
Environmental costs	\$0	
Real property assembly costs	\$0	
Allocation to another TID		
TID number		
Developer grants		
Developer name N/A	\$0	
Transfer to other funds		
Fund		
Other expenditures		
Name		
Total Expenditures	\$435,056	435,056

Section 5 – Ending Balance	Amount
TID fund balance at end of year	\$-2,549,252 <2,503,721>
Future costs	\$4,466,806 4,466,806
Future revenue	\$5,250,792 5,250,792
Surplus or deficit	\$-1,765,266 <1,719,735>

Section 6 – TID New Construction

Current Year TID New Construction Values

TID	TID New Construction Increase	TID New Construction Decrease	Prior Year Correction	TID Net New Construction (NNC)
001	\$45,800	\$0	\$0	\$45,800
002	\$101,200	\$0	\$0	\$101,200
003	\$1,637,500	\$0	\$0	\$1,637,500
004	\$0	\$0	\$0	\$0
Total	\$1,784,500	\$0	\$0	\$1,784,500

Current Year Allowable Levy Increase Attributable to TID NNC

TID	TID Net New Construction	Prior Year Municipal Equalized Value	TID Net New Construction %	Prior Year Adjusted Actual Levy	Allowable Levy Increase Attributable to TID Net New Construction
001	\$45,800	\$817,805,900	0.01	\$1,828,249	\$183
002	\$101,200	\$817,805,900	0.01	\$1,828,249	\$183
003	\$1,637,500	\$817,805,900	0.20	\$1,828,249	\$3,656
004	\$0	\$817,805,900	0.00	\$1,828,249	\$0
Total	\$1,784,500	\$817,805,900	0.22	\$1,828,249	\$4,022

Current Year Actual TID NNC Impact to Municipal Levy

Levy Increase Attributable to TID Net New Construction	Increase per \$100,000
\$0	\$0

2023
AMENDED
AMOUNTS
SHOULD HAVE
BEEN

4,022

0.04022

2023

WI Dept of Revenue

Form
PE-300**TID Annual Report****Section 7 – Preparer/Contact Information**

Preparer name Lisa Kerstner	Preparer title Treasurer
Preparer email lkerstner@kronenwetter.org	Preparer phone (715) 693-4200
Contact name Lisa Kerstner	Contact title Finance Director/Treasurer
Contact email lkerstner@kronenwetter.org	Contact phone (715) 693-4200

Submission Information

Co-muni code	37145
TID number	001
Submission date	06-28-2024 11:12 AM
Confirmation	TIDAR20231978O1718795171931
Submission type	ORIGINAL

Form PE-300	TID Annual Report	2023 WI Dept of Revenue
----------------	--------------------------	----------------------------

Section 1 – Municipality and TID

Co-muni code	Municipality	County	Due date	Report type
37145	KRONENWETTER	MARATHON	07/01/2024	ORIGINAL
TID number	TID type	TID name	Creation date	Mandatory termination date
002	99	N/A	11/03/2004	11/03/2034
				Expected termination date
				N/A

2023 AMENDED AMOUNTS SHOULD HAVE BEEN

Section 2 – Beginning Balance

	Amount
TID fund balance at beginning of year	\$87,933

<423,813>
DEFICIT

Section 3 – Revenue

	Amount
Tax increment	\$980,255
Investment income	\$30,220
Debt proceeds	\$0
Special assessments	\$0
Shared revenue	\$41,800
Sale of property	\$2,495
Allocation from another TID	
TID number	
Developer guarantees	
Developer name	
Transfer from other funds	
Source	
Grants	
Source	
Other revenue	
Source	Misc & Land
	\$4,502
Total Revenue (deposits)	\$1,059,272

951,013
30,220
44,295
0
3
1,025,531

Form
PE-300

TID Annual Report

2023
WI Dept of Revenue

Section 4 – Expenditures	ORIGINAL Amount	AMENDED Amount
Capital expenditures		
Administration	\$16,091	16,091
Professional services	\$27,755	74,347
Interest and fiscal charges	\$1,900	1,562
DOR fees		150
Discount on long-term debt		
Debt issuance costs		
Principal on long-term debt		
Environmental costs		
Real property assembly costs		
Allocation to another TID		
TID number		
Developer grants		
Developer name NA	\$0	
Transfer to other funds		
Fund - GENERAL FUND		1
Other expenditures		
Name		
Total Expenditures	\$45,746	92,151

Section 5 – Ending Balance	Amount
TID fund balance at end of year	\$1,101,459 509,567
Future costs	\$8,482,302 8,482,302
Future revenue	\$10,782,804 10,782,804
Surplus or deficit	\$3,401,961 2,810,069

Section 6 – TID New Construction

Current Year TID New Construction Values

TID	TID New Construction Increase	TID New Construction Decrease	Prior Year Correction	TID Net New Construction (NNC)
001	\$45,800	\$0	\$0	\$45,800
002	\$101,200	\$0	\$0	\$101,200
003	\$1,637,500	\$0	\$0	\$1,637,500
004	\$0	\$0	\$0	\$0
Total	\$1,784,500	\$0	\$0	\$1,784,500

Current Year Allowable Levy Increase Attributable to TID NNC

TID	TID Net New Construction	Prior Year Municipal Equalized Value	TID Net New Construction %	Prior Year Adjusted Actual Levy	Allowable Levy Increase Attributable to TID Net New Construction
001	\$45,800	\$817,805,900	0.01	\$1,828,249	\$183
002	\$101,200	\$817,805,900	0.01	\$1,828,249	\$183
003	\$1,637,500	\$817,805,900	0.20	\$1,828,249	\$3,656
004	\$0	\$817,805,900	0.00	\$1,828,249	\$0
Total	\$1,784,500	\$817,805,900	0.22	\$1,828,249	\$4,022

Current Year Actual TID NNC Impact to Municipal Levy

Levy Increase Attributable to TID Net New Construction	Increase per \$100,000
\$4,022	\$0.04022

2023

WI Dept of Revenue

Form
PE-300**TID Annual Report****Section 7 – Preparer/Contact Information**

Preparer name Lisa Kerstner	Preparer title Treasurer
Preparer email lkerstner@kronenwetter.org	Preparer phone (715) 693-4200
Contact name Lisa Kerstner	Contact title Finance Director/Treasurer
Contact email lkerstner@kronenwetter.org	Contact phone (715) 693-4200

Submission Information

Co-muni code	37145
TID number	002
Submission date	06-28-2024 11:49 AM
Confirmation	TIDAR20231978O1718800807262
Submission type	ORIGINAL

2023

WI Dept of Revenue

Form
PE-300

TID Annual Report

Section 1 – Municipality and TID

Co-muni code	Municipality		County	Due date	Report type
37145	KRONENWETTER		MARATHON	07/01/2024	ORIGINAL
TID number	TID type	TID name	Creation date	Mandatory termination date	Expected termination date
003	5	N/A	11/03/2004	11/03/2034	N/A

2023
AMENDED
AMOUNTS
SHOULD HAVE
BEEN

Section 2 – Beginning Balance

Amount

TID fund balance at beginning of year

\$86,546

85,324

Section 3 – Revenue

Amount

Tax increment

\$13,391

12,992

Investment income

\$4,281

4,281

Debt proceeds

Special assessments

Shared revenue

\$534

534

Sale of property

Allocation from another TID

TID number

Developer guarantees

Developer name

Transfer from other funds

Source

Grants

Source

Other revenue

Source

Total Revenue (deposits)

\$18,206

17,807

2023

WI Dept of Revenue

Form
PE-300

TID Annual Report

Section 4 – Expenditures	ORIGINAL Amount	AMENDED Amount
Capital expenditures		
Administration	\$1,855	1,854
Professional services	\$2,415	2,415
Interest and fiscal charges	\$150	0
DOR fees		150
Discount on long-term debt		
Debt issuance costs		
Principal on long-term debt		
Environmental costs		
Real property assembly costs		
Allocation to another TID		
TID number		
Developer grants		
Developer name N/A	\$0	
Transfer to other funds		
Fund - GENERAL FUND		1
Other expenditures		
Name		
Total Expenditures	\$4,420	4,420

Section 5 – Ending Balance	Amount	
TID fund balance at end of year	\$100,332	98,711
Future costs	\$46,966	46,966
Future revenue	\$147,304	147,304
Surplus or deficit	\$200,670	199,049

Form
PE-300**TID Annual Report****2023**
WI Dept of Revenue**Section 6 – TID New Construction****Current Year TID New Construction Values**

TID	TID New Construction Increase	TID New Construction Decrease	Prior Year Correction	TID Net New Construction (NNC)
001	\$45,800	\$0	\$0	\$45,800
002	\$101,200	\$0	\$0	\$101,200
003	\$1,637,500	\$0	\$0	\$1,637,500
004	\$0	\$0	\$0	\$0
Total	\$1,784,500	\$0	\$0	\$1,784,500

Current Year Allowable Levy Increase Attributable to TID NNC

TID	TID Net New Construction	Prior Year Municipal Equalized Value	TID Net New Construction %	Prior Year Adjusted Actual Levy	Allowable Levy Increase Attributable to TID Net New Construction
001	\$45,800	\$817,805,900	0.01	\$1,828,249	\$183
002	\$101,200	\$817,805,900	0.01	\$1,828,249	\$183
003	\$1,637,500	\$817,805,900	0.20	\$1,828,249	\$3,656
004	\$0	\$817,805,900	0.00	\$1,828,249	\$0
Total	\$1,784,500	\$817,805,900	0.22	\$1,828,249	\$4,022

Current Year Actual TID NNC Impact to Municipal Levy

Levy Increase Attributable to TID Net New Construction	Increase per \$100,000
\$4,022	\$0.04022

2023

WI Dept of Revenue

Form
PE-300

TID Annual Report

Section 7 – Preparer/Contact Information

Preparer name Lisa Kerstner	Preparer title Treasurer
Preparer email lkerstner@kronenwetter.org	Preparer phone (715) 693-4200
Contact name Lisa Kerstner	Contact title Finance Director/Treasurer
Contact email lkerstner@kronenwetter.org	Contact phone (715) 693-4200

Submission Information

Co-muni code	37145
TID number	003
Submission date	06-28-2024 11:48 AM
Confirmation	TIDAR20231978O1718801000494
Submission type	ORIGINAL

2023

WI Dept of Revenue

Form
PE-300

TID Annual Report

Section 1 – Municipality and TID

Co-muni code	Municipality	County	Due date	Report type
37145	KRONENWETTER	MARATHON	07/01/2024	ORIGINAL
TID number	TID type	TID name	Creation date	Mandatory termination date
004	5D	N/A	11/03/2004	11/03/2034
				Expected termination date
				N/A

2023
AMENDED
AMOUNTS
SHOULD HAVE
BEEN

Section 2 – Beginning Balance

Amount

TID fund balance at beginning of year

\$139,051

142,512

Section 3 – Revenue

Amount

Tax increment

\$164,112

159,217

Investment income

\$5,213

5,213

Debt proceeds

Special assessments

Shared revenue

\$1,037

1,037

Sale of property

Allocation from another TID

TID number

Developer guarantees

Developer name Polzer Holding

\$6,518

6,518

Developer name G3

\$20,327

20,327

Transfer from other funds

Source

Grants

Source

Other revenue

Source

Total Revenue (deposits)

\$197,207

192,312

Form PE-300	TID Annual Report	2023 WI Dept of Revenue
----------------	--------------------------	-----------------------------------

Section 4 – Expenditures	ORIGINAL Amount	AMENDED Amount
Capital expenditures	↓	↓
Administration	\$1,853	1,853
Professional services	\$2,415	2,415
Interest and fiscal charges	\$42,750	42,600
DOR fees		150
Discount on long-term debt		
Debt issuance costs		
Principal on long-term debt	\$155,000	155,000
Environmental costs		
Real property assembly costs		
Allocation to another TID		
TID number		
Developer grants		
Developer name N/A	\$0	0
Transfer to other funds		
Fund		
Other expenditures		
Name		
Total Expenditures	\$202,018	202,018

Section 5 – Ending Balance	Amount	
TID fund balance at end of year	\$134,240	132,806
Future costs	\$1,448,945	1,448,945
Future revenue	\$1,805,235	1,805,235
Surplus or deficit	\$490,530	489,096

Form
PE-300

TID Annual Report

2023
WI Dept of Revenue

Section 6 – TID New Construction

Current Year TID New Construction Values

TID	TID New Construction Increase	TID New Construction Decrease	Prior Year Correction	TID Net New Construction (NNC)
001	\$45,800	\$0	\$0	\$45,800
002	\$101,200	\$0	\$0	\$101,200
003	\$1,637,500	\$0	\$0	\$1,637,500
004	\$0	\$0	\$0	\$0
Total	\$1,784,500	\$0	\$0	\$1,784,500

Current Year Allowable Levy Increase Attributable to TID NNC

TID	TID Net New Construction	Prior Year Municipal Equalized Value	TID Net New Construction %	Prior Year Adjusted Actual Levy	Allowable Levy Increase Attributable to TID Net New Construction
001	\$45,800	\$817,805,900	0.01	\$1,828,249	\$183
002	\$101,200	\$817,805,900	0.01	\$1,828,249	\$183
003	\$1,637,500	\$817,805,900	0.20	\$1,828,249	\$3,656
004	\$0	\$817,805,900	0.00	\$1,828,249	\$0
Total	\$1,784,500	\$817,805,900	0.22	\$1,828,249	\$4,022

Current Year Actual TID NNC Impact to Municipal Levy

Levy Increase Attributable to TID Net New Construction	Increase per \$100,000
\$0	\$0

2023
AMENDED
AMOUNTS
SHOULD
HAVE BEEN

#4,022

#0.04022

Form PE-300	TID Annual Report	2023 WI Dept of Revenue
----------------	--------------------------	-----------------------------------

Section 7 – Preparer/Contact Information

Preparer name Lisa Kerstner	Preparer title Treasurer
Preparer email lkerstner@kronenwetter.org	Preparer phone (715) 693-4200
Contact name Lisa Kerstner	Contact title Finance Director/Treasurer
Contact email lkerstner@kronenwetter.org	Contact phone (715) 693-4200

Submission Information

Co-muni code	37145
TID number	004
Submission date	06-28-2024 11:14 AM
Confirmation	TIDAR20231978O1718801183140
Submission type	ORIGINAL

VILLAGE OF KRONENWETTER

2024 Original TID Annual Reports as filed on 6/26/2025

***(using TID Beginning Balances from 2023 “Amended”
TID Annual Reports as recomputed on 6/26/2025)***

Form PE-300	TID Annual Report	2024 WI Dept of Revenue
----------------	--------------------------	-----------------------------------

Section 1 – Municipality and TID

Co-muni code 37145	Municipality KRONENWETTER		County MARATHON	Due date 07/01/2025	Report type ORIGINAL
TID number 001	TID type 5S	TID name N/A	Creation date 11/03/2004	Mandatory termination date 11/03/2044	Anticipated termination date N/A

Section 2 – Beginning Balance

	Amount
TID fund balance at beginning of year	\$-2,503,721

Section 3 – Revenue

	Amount
Tax increment	\$252,278
Investment income	\$14,245
Debt proceeds	\$0
Special assessments	\$0
Shared revenue	\$568
Sale of property	\$0
Allocation from another TID	
Developer guarantees	
Developer name Epiroc Drilling Tools, LLC	\$58,464
Transfer from other funds	
Grants	
Other revenue	
Total Revenue (deposits)	\$325,555

Form PE-300	TID Annual Report	2024 WI Dept of Revenue
----------------	--------------------------	-----------------------------------

Section 4 – Expenditures	Amount
Capital expenditures	\$0
Administration	\$3,551
Professional services	\$725
Interest and fiscal charges	\$101,720
DOR fees	\$150
Discount on long-term debt	\$0
Debt issuance costs	\$0
Principal on long-term debt	\$330,000
Environmental costs	\$0
Real property assembly costs	\$0
Allocation to another TID	
Developer grants	
Developer name N/A	\$0
Transfer to other funds	
Other expenditures	
Total Expenditures	\$436,146

Section 5 – Ending Balance	Amount
TID fund balance at end of year	\$-2,614,312
Future costs	\$4,098,314
Future revenue	\$6,057,212
Surplus or deficit	\$-655,414

Form PE-300	TID Annual Report	2024 WI Dept of Revenue
----------------	--------------------------	-----------------------------------

Section 6 – TID New Construction

Current Year TID New Construction Values

TID	TID New Construction Increase	TID New Construction Decrease	Prior Year Correction	TID Net New Construction (NNC)
001	\$393,500	\$0	\$0	\$393,500
002	\$0	\$0	\$-300	\$-300
003	\$0	\$0	\$-6,100	\$-6,100
004	\$0	\$0	\$0	\$0
Total	\$393,500	\$0	\$-6,400	\$387,100

Current Year Allowable Levy Increase Attributable to TID NNC

TID	TID Net New Construction	Prior Year Municipal Equalized Value	TID Net New Construction %	Prior Year Adjusted Actual Levy	Allowable Levy Increase Attributable to TID Net New Construction
001	\$393,500	\$895,765,200	0.04	\$1,850,078	\$740
002	\$-300	\$895,765,200	0.00	\$1,850,078	\$0
003	\$-6,100	\$895,765,200	0.00	\$1,850,078	\$0
004	\$0	\$895,765,200	0.00	\$1,850,078	\$0
Total	\$387,100	\$895,765,200	0.04	\$1,850,078	\$740

Current Year Actual TID NNC Impact to Municipal Levy

Levy Increase Attributable to TID Net New Construction	Increase per \$100,000
\$740	\$0.00740

Historical Allowable Levy Increase Attributable to TID NNC

Year	TID	TID Net New Construction	Prior Year Municipal Equalized Value	TID Net New Construction %	Prior Year Adjusted Actual Levy	Allowable Levy Increase Attributable to TID Net New Construction
2023	001	\$45,800	\$817,805,900	0.01	\$1,828,249	\$183
2023	002	\$101,200	\$817,805,900	0.01	\$1,828,249	\$183
2023	003	\$1,637,500	\$817,805,900	0.20	\$1,828,249	\$3,656
2023	004	\$0	\$817,805,900	0.00	\$1,828,249	\$0
2023	Total	\$1,784,500	\$817,805,900	0.22	\$1,828,249	\$4,022

Form PE-300	TID Annual Report	2024 WI Dept of Revenue
----------------	-------------------	----------------------------

Section 7 – Preparer/Contact Information	
Preparer name John Jacobs	Preparer title Finance Director/Treasurer
Preparer email jjacobs@kronenwetter.gov	Preparer phone (715) 693-4200
Contact name John Jacobs	Contact title Finance Director/Treasurer
Contact email jjacobs@kronenwetter.gov	Contact phone (715) 693-4200

Submission Information	
Co-muni code	37145
TID number	001
Submission date	06-26-2025 04:19 PM
Confirmation	TIDAR20241978O1750960952520
Submission type	ORIGINAL

Form PE-300	TID Annual Report	2024 WI Dept of Revenue
------------------------	--------------------------	-----------------------------------

Section 1 – Municipality and TID					
Co-muni code 37145	Municipality KRONENWETTER		County MARATHON	Due date 07/01/2025	Report type ORIGINAL
TID number 002	TID type 99	TID name N/A	Creation date 11/03/2004	Mandatory termination date 11/03/2034	Anticipated termination date N/A

Section 2 – Beginning Balance	Amount
TID fund balance at beginning of year	\$509,567

Section 3 – Revenue	Amount
Tax increment	\$844,012
Investment income	\$84,918
Debt proceeds	\$6,691,937
Special assessments	\$0
Shared revenue	\$44,295
Sale of property	\$0
Allocation from another TID	
Developer guarantees	
Transfer from other funds	
Grants	
Other revenue	
Source Miscellaneous	\$12
Total Revenue (deposits)	\$7,665,174

Form PE-300	TID Annual Report	2024 WI Dept of Revenue
----------------	--------------------------	-----------------------------------

Section 4 – Expenditures	Amount
Capital expenditures	\$0
Administration	\$21,702
Professional services	\$238,150
Interest and fiscal charges	\$0
DOR fees	\$150
Discount on long-term debt	\$0
Debt issuance costs	\$106,714
Principal on long-term debt	\$0
Environmental costs	\$0
Real property assembly costs	\$0
Allocation to another TID	
Developer grants	
Developer name NA	\$0
Transfer to other funds	
Other expenditures	
Total Expenditures	\$366,716

Section 5 – Ending Balance	Amount
TID fund balance at end of year	\$7,808,025
Future costs	\$14,228,418
Future revenue	\$9,732,250
Surplus or deficit	\$3,311,857

Form
PE-300**TID Annual Report****2024**
WI Dept of Revenue**Section 6 – TID New Construction****Current Year TID New Construction Values**

TID	TID New Construction Increase	TID New Construction Decrease	Prior Year Correction	TID Net New Construction (NNC)
001	\$393,500	\$0	\$0	\$393,500
002	\$0	\$0	\$-300	\$-300
003	\$0	\$0	\$-6,100	\$-6,100
004	\$0	\$0	\$0	\$0
Total	\$393,500	\$0	\$-6,400	\$387,100

Current Year Allowable Levy Increase Attributable to TID NNC

TID	TID Net New Construction	Prior Year Municipal Equalized Value	TID Net New Construction %	Prior Year Adjusted Actual Levy	Allowable Levy Increase Attributable to TID Net New Construction
001	\$393,500	\$895,765,200	0.04	\$1,850,078	\$740
002	\$-300	\$895,765,200	0.00	\$1,850,078	\$0
003	\$-6,100	\$895,765,200	0.00	\$1,850,078	\$0
004	\$0	\$895,765,200	0.00	\$1,850,078	\$0
Total	\$387,100	\$895,765,200	0.04	\$1,850,078	\$740

Current Year Actual TID NNC Impact to Municipal Levy

Levy Increase Attributable to TID Net New Construction	Increase per \$100,000
\$740	\$0.00740

Historical Allowable Levy Increase Attributable to TID NNC

Year	TID	TID Net New Construction	Prior Year Municipal Equalized Value	TID Net New Construction %	Prior Year Adjusted Actual Levy	Allowable Levy Increase Attributable to TID Net New Construction
2023	001	\$45,800	\$817,805,900	0.01	\$1,828,249	\$183
2023	002	\$101,200	\$817,805,900	0.01	\$1,828,249	\$183
2023	003	\$1,637,500	\$817,805,900	0.20	\$1,828,249	\$3,656
2023	004	\$0	\$817,805,900	0.00	\$1,828,249	\$0
2023	Total	\$1,784,500	\$817,805,900	0.22	\$1,828,249	\$4,022

Form PE-300	TID Annual Report	2024 WI Dept of Revenue
----------------	-------------------	----------------------------

Section 7 – Preparer/Contact Information	
Preparer name John Jacobs	Preparer title Finance Director/Treasurer
Preparer email jjacobs@kronenwetter.gov	Preparer phone (715) 693-4200
Contact name John Jacobs	Contact title Finance Director/Treasurer
Contact email jjacobs@kronenwetter.gov	Contact phone (715) 693-4200

Submission Information	
Co-muni code	37145
TID number	002
Submission date	06-26-2025 04:22 PM
Confirmation	TIDAR20241978O1750961488217
Submission type	ORIGINAL

Form PE-300	TID Annual Report	2024 WI Dept of Revenue
----------------	--------------------------	-----------------------------------

Section 1 – Municipality and TID

Co-muni code	Municipality		County	Due date	Report type
37145	KRONENWETTER		MARATHON	07/01/2025	ORIGINAL
TID number	TID type	TID name	Creation date	Mandatory termination date	Anticipated termination date
003	5	N/A	11/03/2004	11/03/2034	N/A

Section 2 – Beginning Balance**Amount**

TID fund balance at beginning of year	\$98,711
---------------------------------------	----------

Section 3 – Revenue**Amount**

Tax increment	\$34,131
Investment income	\$3,103
Debt proceeds	\$0
Special assessments	\$0
Shared revenue	\$534
Sale of property	\$0
Allocation from another TID	
Developer guarantees	
Transfer from other funds	
Grants	
Other revenue	
Total Revenue (deposits)	\$37,768

Form PE-300	TID Annual Report	2024 WI Dept of Revenue
----------------	--------------------------	-----------------------------------

Section 4 – Expenditures	Amount
Capital expenditures	\$0
Administration	\$2,968
Professional services	\$600
Interest and fiscal charges	\$0
DOR fees	\$150
Discount on long-term debt	\$0
Debt issuance costs	\$0
Principal on long-term debt	\$0
Environmental costs	\$0
Real property assembly costs	\$0
Allocation to another TID	
Developer grants	
Developer name N/A	\$0
Transfer to other funds	
Other expenditures	
Total Expenditures	\$3,718

Section 5 – Ending Balance	Amount
TID fund balance at end of year	\$132,761
Future costs	\$80,000
Future revenue	\$377,680
Surplus or deficit	\$430,441

Form PE-300	TID Annual Report	2024 WI Dept of Revenue
----------------	--------------------------	-----------------------------------

Section 6 – TID New Construction

Current Year TID New Construction Values

TID	TID New Construction Increase	TID New Construction Decrease	Prior Year Correction	TID Net New Construction (NNC)
001	\$393,500	\$0	\$0	\$393,500
002	\$0	\$0	\$-300	\$-300
003	\$0	\$0	\$-6,100	\$-6,100
004	\$0	\$0	\$0	\$0
Total	\$393,500	\$0	\$-6,400	\$387,100

Current Year Allowable Levy Increase Attributable to TID NNC

TID	TID Net New Construction	Prior Year Municipal Equalized Value	TID Net New Construction %	Prior Year Adjusted Actual Levy	Allowable Levy Increase Attributable to TID Net New Construction
001	\$393,500	\$895,765,200	0.04	\$1,850,078	\$740
002	\$-300	\$895,765,200	0.00	\$1,850,078	\$0
003	\$-6,100	\$895,765,200	0.00	\$1,850,078	\$0
004	\$0	\$895,765,200	0.00	\$1,850,078	\$0
Total	\$387,100	\$895,765,200	0.04	\$1,850,078	\$740

Current Year Actual TID NNC Impact to Municipal Levy

Levy Increase Attributable to TID Net New Construction	Increase per \$100,000
\$740	\$0.00740

Historical Allowable Levy Increase Attributable to TID NNC

Year	TID	TID Net New Construction	Prior Year Municipal Equalized Value	TID Net New Construction %	Prior Year Adjusted Actual Levy	Allowable Levy Increase Attributable to TID Net New Construction
2023	001	\$45,800	\$817,805,900	0.01	\$1,828,249	\$183
2023	002	\$101,200	\$817,805,900	0.01	\$1,828,249	\$183
2023	003	\$1,637,500	\$817,805,900	0.20	\$1,828,249	\$3,656
2023	004	\$0	\$817,805,900	0.00	\$1,828,249	\$0
2023	Total	\$1,784,500	\$817,805,900	0.22	\$1,828,249	\$4,022

Form PE-300	TID Annual Report	2024 WI Dept of Revenue
----------------	-------------------	----------------------------

Section 7 – Preparer/Contact Information	
Preparer name John Jacobs	Preparer title Finance Director/Treasurer
Preparer email jjacobs@kronenwetter.gov	Preparer phone (715) 693-4200
Contact name John Jacobs	Contact title Finance Director/Treasurer
Contact email jjacobs@kronenwetter.gov	Contact phone (715) 693-4200

Submission Information	
Co-muni code	37145
TID number	003
Submission date	06-26-2025 04:24 PM
Confirmation	TIDAR20241978O1750961689328
Submission type	ORIGINAL

Form PE-300	TID Annual Report	2024 WI Dept of Revenue
----------------	--------------------------	-----------------------------------

Section 1 – Municipality and TID

Co-muni code 37145	Municipality KRONENWETTER		County MARATHON	Due date 07/01/2025	Report type ORIGINAL
TID number 004	TID type 5D	TID name N/A	Creation date 11/03/2004	Mandatory termination date 11/03/2034	Anticipated termination date N/A

Section 2 – Beginning Balance

	Amount
TID fund balance at beginning of year	\$132,806

Section 3 – Revenue

	Amount
Tax increment	\$129,409
Investment income	\$2,983
Debt proceeds	\$0
Special assessments	\$0
Shared revenue	\$1,037
Sale of property	\$0
Allocation from another TID	
Developer guarantees	
Developer name Polzer Holdings	\$6,882
Developer name G3	\$20,014
Transfer from other funds	
Grants	
Other revenue	
Total Revenue (deposits)	\$160,325

Form PE-300	TID Annual Report	2024 WI Dept of Revenue
----------------	--------------------------	-----------------------------------

Section 4 – Expenditures	Amount
Capital expenditures	\$0
Administration	\$2,968
Professional services	\$600
Interest and fiscal charges	\$36,200
DOR fees	\$150
Discount on long-term debt	\$0
Debt issuance costs	\$0
Principal on long-term debt	\$165,000
Environmental costs	\$0
Real property assembly costs	\$0
Allocation to another TID	
Developer grants	
Developer name N/A	\$0
Transfer to other funds	
Other expenditures	
Total Expenditures	\$204,918

Section 5 – Ending Balance	Amount
TID fund balance at end of year	\$88,213
Future costs	\$1,280,250
Future revenue	\$1,441,874
Surplus or deficit	\$249,837

Form
PE-300

TID Annual Report

2024
WI Dept of Revenue

Section 6 – TID New Construction

Current Year TID New Construction Values

TID	TID New Construction Increase	TID New Construction Decrease	Prior Year Correction	TID Net New Construction (NNC)
001	\$393,500	\$0	\$0	\$393,500
002	\$0	\$0	\$-300	\$-300
003	\$0	\$0	\$-6,100	\$-6,100
004	\$0	\$0	\$0	\$0
Total	\$393,500	\$0	\$-6,400	\$387,100

Current Year Allowable Levy Increase Attributable to TID NNC

TID	TID Net New Construction	Prior Year Municipal Equalized Value	TID Net New Construction %	Prior Year Adjusted Actual Levy	Allowable Levy Increase Attributable to TID Net New Construction
001	\$393,500	\$895,765,200	0.04	\$1,850,078	\$740
002	\$-300	\$895,765,200	0.00	\$1,850,078	\$0
003	\$-6,100	\$895,765,200	0.00	\$1,850,078	\$0
004	\$0	\$895,765,200	0.00	\$1,850,078	\$0
Total	\$387,100	\$895,765,200	0.04	\$1,850,078	\$740

Current Year Actual TID NNC Impact to Municipal Levy

Levy Increase Attributable to TID Net New Construction	Increase per \$100,000
\$740	\$0.00740

Historical Allowable Levy Increase Attributable to TID NNC

Year	TID	TID Net New Construction	Prior Year Municipal Equalized Value	TID Net New Construction %	Prior Year Adjusted Actual Levy	Allowable Levy Increase Attributable to TID Net New Construction
2023	001	\$45,800	\$817,805,900	0.01	\$1,828,249	\$183
2023	002	\$101,200	\$817,805,900	0.01	\$1,828,249	\$183
2023	003	\$1,637,500	\$817,805,900	0.20	\$1,828,249	\$3,656
2023	004	\$0	\$817,805,900	0.00	\$1,828,249	\$0
2023	Total	\$1,784,500	\$817,805,900	0.22	\$1,828,249	\$4,022

Form PE-300	TID Annual Report	2024 WI Dept of Revenue
----------------	--------------------------	-----------------------------------

Section 7 – Preparer/Contact Information	
Preparer name John Jacobs	Preparer title Finance Director/Treasurer
Preparer email jjacobs@kronenwetter.gov	Preparer phone (715) 693-4200
Contact name John Jacobs	Contact title Finance Director/Treasurer
Contact email jjacobs@kronenwetter.gov	Contact phone (715) 693-4200

Submission Information	
Co-muni code	37145
TID number	004
Submission date	06-26-2025 04:27 PM
Confirmation	TIDAR20241978O1750963096187
Submission type	ORIGINAL



REPORT TO VILLAGE BOARD

ITEM NAME:	Refer John Jacobs Employment Status to APC
MEETING DATE:	July 14, 2025
PRESENTING COMMITTEE:	None
COMMITTEE CONTACT:	David Baker
STAFF CONTACT:	John Jacobs
PREPARED BY:	David Baker

ISSUE: John Jacobs is currently working through an employment agency, which increases the Village’s cost.

OBJECTIVES: Convert John Jacobs’ employment to a W2 employee and consider removing the “Interim” from his title.

ISSUE BACKGROUND/PREVIOUS ACTIONS: John has done an excellent job of starting to get the Village’s finances in order in a very short period of time. We will have the opportunity to convert John’s employment status at a relatively low cost when he reaches 800 hours of employment in August or September. The fee to convert his employment status is expected to be recovered in 4 months or less from the expected decrease in payroll cost.

PROPOSAL:

ADVANTAGES:

DISADVANTAGES:

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

RECOMMENDED ACTION: Refer Consideration of John Jacobs’ employment status to APC.

OTHER OPTIONS CONSIDERED:

TIMING REQUIREMENTS/CONSTRAINTS:

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

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

ATTACHMENTS (describe briefly):



Report to Village Board

Agenda Item: Core Samples of Maple Ridge Rd.

Meeting Date: July 14, 2025

Referring Body: CLIPP

Committee Contact: Ken Charneski

Staff Contact: Greg Ulman

Report Prepared by: Greg Ulman

AGENDA ITEM: Core Samples of Maple Ridge Rd.

OBJECTIVE(S): To determine the level of work needed on Maple Ridge Rd

HISTORY/BACKGROUND: Staff had presented CLIPP with a 5-year CIP and Maple Ridge Rd. is a road of higher priority to be reconstructed. With the long process of doing engineering studies, financing the project, and the design/construction process; staff is seeking core samples to be done on Maple Ridge Rd. The core samples are the beginning aspects of a project to determine the quality of the base material in which the road was constructed on. Pending on the results we will have an accurate price point on the cost of reconstructing the road. With the results of the core samples staff will work with CLIPP of a possible timeline of construction. The cost to have core samples done are \$4,500

FINANCIAL

Financial Consideration: \$4,500.00

FUNDING SOURCE: Engineering Costs

Account Number/Title: # 100-53000-300-000

Current Adopted Budget: \$ 25,000.00

Spent to Date: \$ 8,055.00

Remaining Budget: \$ 16,945.00

Requested Amount: \$ 4,500.00

Remainder of Budgeted Amount: \$ 12,445.00

ATTACHMENTS: RPS Email, Map

Greg Ulman

From: Robert Roth <robert@rpsprofessionalsolutions.com>
Sent: Thursday, July 10, 2025 10:53 AM
To: Greg Ulman
Subject: Re: [External] Kronenwetter Soil Borings
Attachments: 2023-020 village map-maple road rehab to cth x.pdf

I received a quick quote for Maple Ridge Road from Kronenwetter Drive to CTH X:

- 8 Borings
- Flagger
- Road Cores, Asphalt Depth
- Base Depth
- Geotechnical Information 5' depth
- Report
- \$4,500

We looked at the soils and are recommending 8 borings. The map attached shows 7, but I'm adding an 8th based on the soils map.

Let me know if you need anything else.

Robert J. Roth, PE, President
Roth Professional Solutions
317 DeWitt Street
Portage, WI 53901
(608) 571 - 3205
robert@rpsprofessionalsolutions.com

On Thu, Jul 10, 2025 at 9:28 AM Greg Ulman <gulman@kronenwetter.gov> wrote:

Perfect, thank you!

Greg Ulman

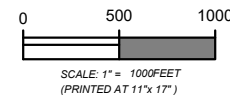
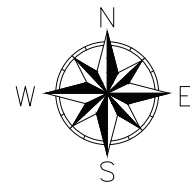
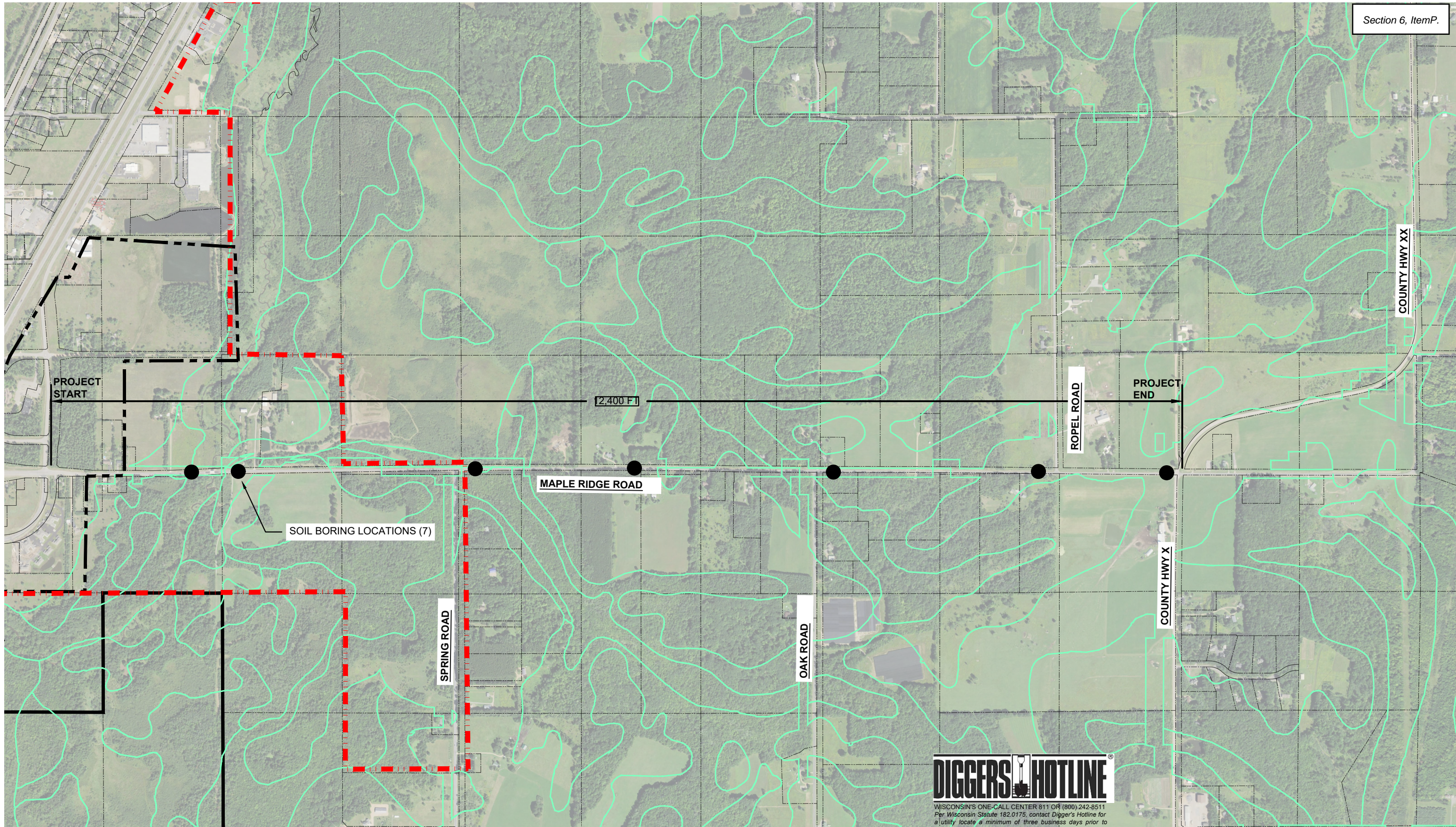
Director of Public Works/Utilities Superintendent



1582 Kronenwetter Drive

Kronenwetter, WI 54455

File: F11 PROJECT FILES 2023\2023-020 VILLAGE OF KRONENWETTER\01 LIFT STATION VALVE ENG\2023-020 VILLAGE MAP DWG - Sheet Name: 2, ANSI FULL BLEED B (11.00 X 17.00 INCHES), Date: 7/10/2025 9:31 AM, By: Wayne Casper





REPORT TO VILLAGE BOARD

ITEM NAME:	Riverside/Kronenwetter Fire Department Relationship
MEETING DATE:	July 14, 2025
PRESENTING COMMITTEE:	None
COMMITTEE CONTACT:	Dan Joling
STAFF CONTACT:	Fire Chief O'Brien
PREPARED BY:	David Baker

ISSUE: Kronenwetter currently contracts with Riverside to provide ambulance service to Kronenwetter’s residents. I believe that the Kronenwetter Fire Chief and Riverside Fire Chief would both agree that the relationship between the two departments has room for improvement.

OBJECTIVES: Provide the resources to assess the causes of the conflicts between the two departments and propose a path forward to continuing to provide high quality ambulance service to our residents.

The path forward could include improving the relationship between the two departments, amending the current ambulance contract to address the issues identified by Fire Chief O'Brien, or issuing an RFP to select an ambulance provider.

In my opinion, the potential paths forward at this time do not include Kronenwetter starting its own ambulance service due to our financial and budget difficulties.

ISSUE BACKGROUND/PREVIOUS ACTIONS: Fire Chief O'Brien has identified a list of items that she would like to see addressed in a contract modification. Riverside has acknowledged that some of these items have not been properly executed in the past and has been working to address these issues. Fire Chief O'Brien would like to see some of these items addressed in a revised or updated contract.

Both Fire Chiefs have identified the need to improve the interaction in the field at the transition of patient care from Kronenwetter’s First Responders (EMR) to Riverside ambulance EMS personnel.

VanderWaal Law represents Riverside Fire and cannot represent us on this matter. VanderWaal has referred us to an Attorney at Von Briesen who has agreed to represent the Village of Kronenwetter for this matter.

PROPOSAL: Approve Trustee Joling to head up an effort to investigate the root causes of the conflicts between the two departments, work to improve the relationship between the two departments, and propose a path forward by our August 25th, 2025 Village Board meeting.

Trustee Joling’s authorized activities could include, but not be limited to: meetings/interviews with our Fire Chief and Kronenwetter Fire Department Personnel, meetings/interviews with Riverside Fire Chief and Riverside Fire Department Personnel (with their permission), “ride alongs” with Riverside Ambulance, attending or leading joint training efforts to improve the relationship, overseeing attorney and/or private investigator resources if needed to help determine the root causes of the existing conflicts, and overseeing revision of the current ambulance contract.

Trustee Joling was selected for this task based on his willingness to serve and his background in law enforcement, EMR, and investigations.

EMR = Emergency Medical Responder
EMS = Emergency Medical Services

ADVANTAGES:

DISADVANTAGES:

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

RECOMMENDED ACTION: Motion to approve Trustee Joling to act in accordance with this proposal and to spend no more than \$5000.00 on the effort.

OTHER OPTIONS CONSIDERED:

TIMING REQUIREMENTS/CONSTRAINTS:

FUNDING SOURCE(s) – Must include Account Number/Description/Budgeted Amt CFY/% Used CFY/\$ Remaining CFY
Account Number: 100-51300-302-000
Description: Legal Fees General
Budgeted Amount: \$30,000.00
Spent to Date:\$18,948.00
Percentage Used: 63%
Remaining: \$11,052.00

ATTACHMENTS (describe briefly):



Report to Village Board

Agenda Item: Utility Analysis From Ehlers
Meeting Date: July 14, 2025
Referring Body: Utility Committee
Committee Contact: Craig Mortensen
Staff Contact: Greg Ulman
Report Prepared by: Greg Ulman

AGENDA ITEM: Utility Analysis From Ehlers

OBJECTIVE(S): To have a current utility analysis completed for the sewer utility.

HISTORY/BACKGROUND: Ehlers presented on January 17, 2024 a Long-Range Cash Flow Analysis for the 2023 sewer rate study. These projections and studies are important to know the rate adjustments needed for the utility. These studies show the utility customers where our numbers of expenses and revenues corollate into the rates they are charged. The reason staff would like this to be updated is the numbers shown in 2022 and 2023 are estimates with no true accuracy behind them, again just estimates. With updating this analysis, we will have accurate numbers up to and including 2024. Updating this analysis will help in planning the future of the sewer utility.

The cost from Ehlers to update the analysis is \$3000.00, which UC recommended to the Village Board on July 1, 2025

FINANCIAL

Financial Consideration: \$3,000.00

FUNDING SOURCE: Engineering & Services

Account Number/Title: # 601-53650-923-002
Current Adopted Budget: \$ 20,000.00
Spent to Date: \$ 6,774.26
Remaining Budget: \$ 13,225.74
Requested Amount: \$ 3,000.00
Remainder of Budgeted Amount: \$ 10,225.74

ATTACHMENTS: Ehlers Email, 2023 Rate Study Analysis

Greg,

Thank you for reaching out! Please know we never agreed to send the templates over as that is proprietary information (meaning we do not do that for any community). We can help with updating the figures. I believe the Board budgeted to have us assist with a Financial Management Plan (see Lisa's attached email for financial forecasting (including the item you are requesting) under line 100-51400-510-000 Independent Audit/Accounting for 16,000. The utility analysis would be 3k each (or 6k of the total 16k) and we are ready to start whenever. Let us know and we can send a disclosure for the full scope of work. Once we get the signed disclosure back the next steps are:

- Ehlers to send information needs to Village staff
- Village staff return information needs
- Ehlers works on analysis and in 4 weeks sends draft analysis to staff to review over Teams
- Ehlers makes any adjustments necessary based on draft review meeting and sends deliverables for packets
- Ehlers attends governing body meeting of choice to review deliverable

John,

FYI, the full FMP was proposed as it was a big issue with S&P that the Village had not done financial forecasting in quite awhile. The rest of the 10k covers the full Village operating (of levy supported funds) and capital plan beyond the utilities.

Thank you,
Brian

Brian Roemer

Senior Municipal Advisor

O: (262) 796-6178 | ehlers-inc.com



This e-mail and any attachments may contain information which is privileged or confidential. If you are not the intended recipient, note that any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have received this e-mail in error, please destroy it and notify us immediately by return e-mail or at our telephone number, 800-552-1171. Any views or opinions presented in this e-mail are solely those of the author and may not represent the views or opinions of Ehlers Companies.

January 17, 2024

2023 SEWER RATE STUDY:

Village of Kronenwetter, WI

Phase I: Long-Range Cash Flow Analysis Update after January 2024 adopted rates



Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Brian Roemer
Senior Municipal Advisor
Greg Johnson
Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

2023 Sewer Rate Study

Section 1 — Historical Analysis

Village of Kronenwetter, WI

Table 1

Sewer Rate Performance

Village of Kronenwetter, WI

		Shown with no increase				Est	Est
Component	Description	2018	2019	2020	2021	2022	2023
Cash Basis							
1	Operating and Maintenance	\$460,425	\$548,509	\$557,352	\$460,190	\$540,933	\$757,909
2	Debt	\$0	\$0	\$0	\$0	\$0	\$0
3	Cash Funded Capital [^]	\$10,383	\$0	\$17,629	\$97,591	\$70,750	\$363,120
Less:							
	Other Revenue	\$28,666	\$51,872	\$29,167	\$33,452	\$4,894	\$15,493
	Interest Income	\$11,783	\$15,710	\$11,689	\$7,635	\$7,016	\$19,011
	Revenue Requirement (Costs less Other Income)	\$430,359	\$480,927	\$534,125	\$516,694	\$599,773	\$1,086,526
	User Rates Revenue	\$600,118	\$594,179	\$655,122	\$664,497	\$660,000	\$660,000
	Rate Adequacy	\$169,759	\$113,252	\$120,997	\$147,803	\$60,227	(\$426,526)
	Rate Adjustment Needed	0.00%	0.00%	0.00%	0.00%	0.00%	64.63%
Utility Basis (PSC)							
1	Operating and Maintenance	\$460,425	\$548,509	\$557,352	\$460,190	\$540,933	\$757,909
2	Depreciation	\$215,317	\$217,691	\$219,926	\$222,261	\$217,957	\$224,202
3	NIRB	\$13,992,288	\$9,531,609	\$9,490,894	\$9,431,103	\$9,219,421	\$9,212,154
	Typical ROI (2%)	\$279,846	\$190,632	\$189,818	\$188,622	\$184,388	\$184,243
Less:							
	Other Revenue	\$28,666	\$51,872	\$29,167	\$33,452	\$4,894	\$15,493
	Interest Income	\$11,783	\$15,710	\$11,689	\$7,635	\$7,016	\$19,011
	Revenue Requirement (Costs less Other Income)	\$915,139	\$889,250	\$926,240	\$829,986	\$931,369	\$1,131,851
	User Rates Revenue	\$600,118	\$594,179	\$655,122	\$664,497	\$660,000	\$660,000
	Rate Adequacy	(\$315,021)	(\$295,071)	(\$271,118)	(\$165,489)	(\$271,369)	(\$471,851)
	Rate Adjustment Needed	52.49%	49.66%	41.38%	24.90%	41.12%	71.49%

Notes:

[^]Includes recommended debt coverage at 1.25x annual debt payment

Table 2 Sewer Utility Rate Performance Charts

Village of Kronenwetter, WI

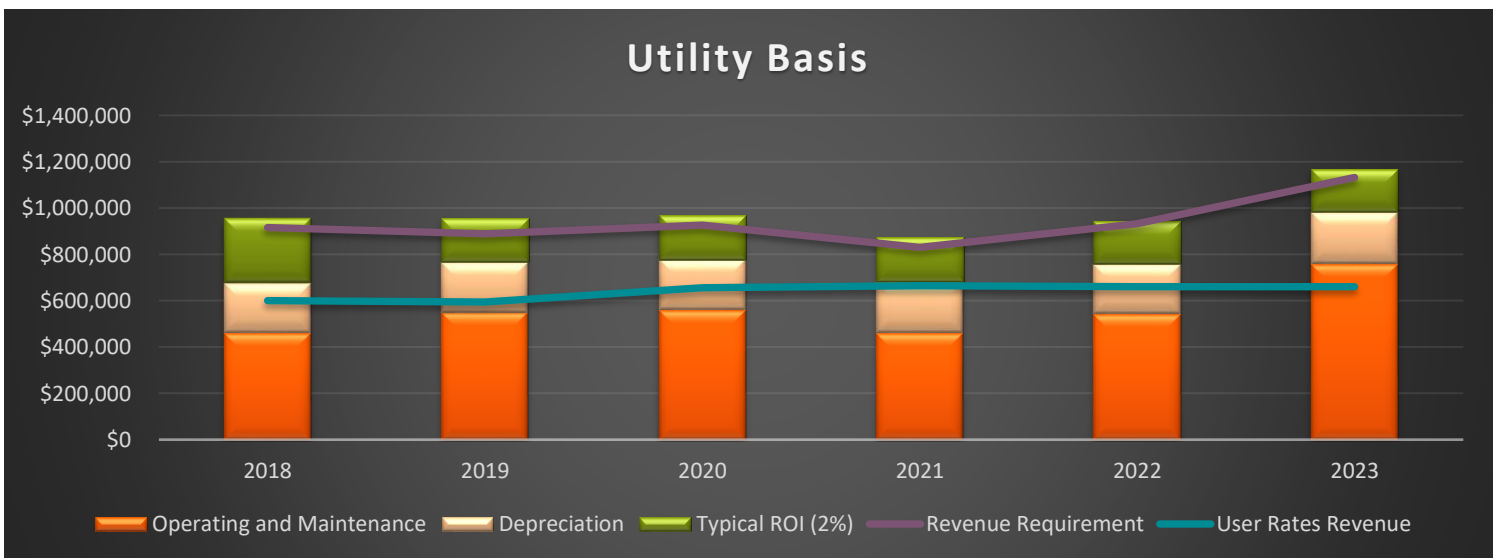
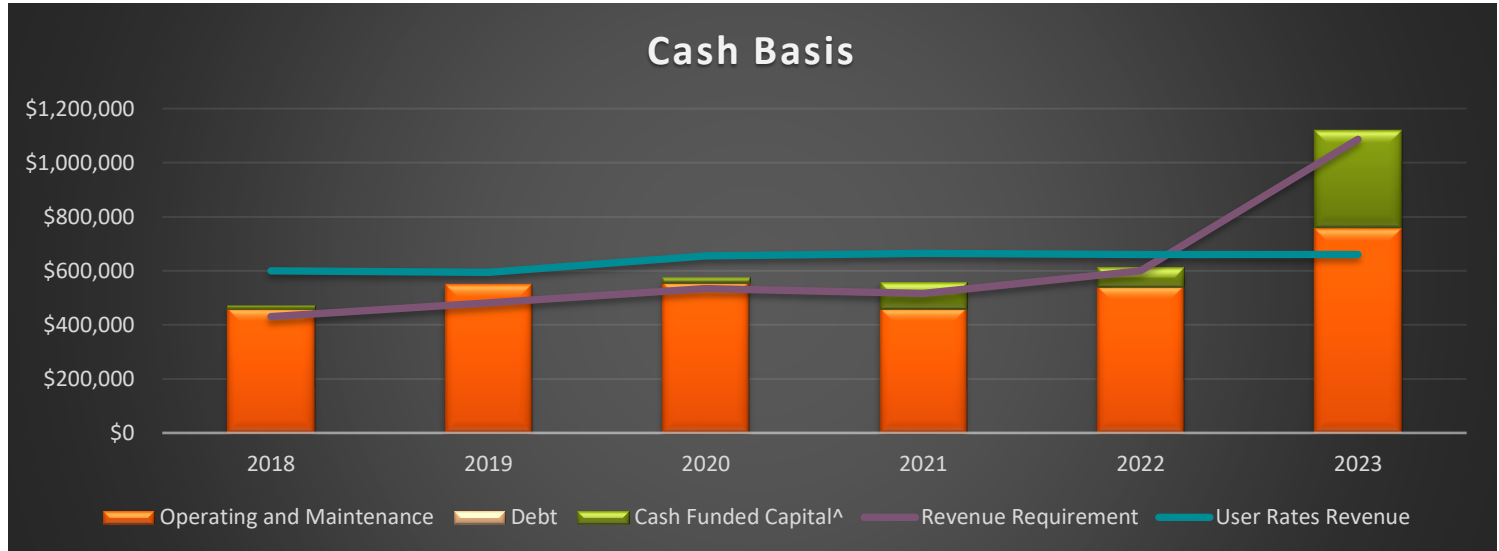


Table 3
Sewer Utility Cash Flow Analysis - Historical 2018-2022
Village of Kronenwetter, WI

	Actual				Estimated
	2018	2019	2020	2021	2022
Revenues					
Total Revenues from User Rates	\$600,118	\$594,179	\$655,122	\$664,497	\$660,000
Percent Increase to User Rates	0.00%	0.00%	0.00%	0.00%	0.00%
Total Other Revenues	\$40,449	\$67,582	\$41,606	\$41,087	\$11,910
Total Revenues	\$640,567	\$661,761	\$696,728	\$705,584	\$671,910
Less: Expenses					
Operating and Maintenance	\$460,425	\$548,509	\$557,352	\$460,190	\$540,933
PILOT Payment	\$3,895	\$4,173	\$4,801	\$4,599	\$5,000
Net Before Debt Service and Capital Expenditures	\$176,247	\$109,079	\$134,575	\$240,795	\$125,977
Existing Debt P&I	\$0	\$0	\$0	\$0	\$0
Transfer In (Out)	\$0	\$0	\$0	\$0	\$0
Less: Capital Improvements	\$10,383	\$0	\$17,629	\$97,591	\$70,750
Debt Issued/Grants/Aid	\$0	\$0	\$0	\$0	\$0
Reconcile to Audit	(\$35,949)	(\$6,561)	(\$27,842)	(\$38,728)	\$0
Net Annual Cash Flow	\$129,915	\$102,518	\$89,104	\$104,476	\$55,227
Restricted and Unrestricted Cash Balance:					
Balance at first of year	\$911,215	\$1,041,130	\$1,143,648	\$1,232,752	\$1,337,228
Net Annual Cash Flow Addition/(subtraction)	\$129,915	\$102,518	\$89,104	\$104,476	\$55,227
Balance at end of year	\$1,041,130	\$1,143,648	\$1,232,752	\$1,337,228	\$1,392,455

Notes:

Table 4

Sewer Utility Financial Benchmarking Analysis

Village of Kronenwetter, WI

	Actual				Estimated	Budget
	2018	2019	2020	2021	2022	2023
Target minimum cash balance						
Target minimum working capital - Ehlers ¹	319,250	323,866	284,355	316,204	409,213	504,893
Actual Days Cash Available - PSC ²	825	761	807	1,061	940	465
Actual Days Cash Available - Moody's ³	825	761	807	1,061	940	465
Actual Days Cash Available - S&P ⁴	825	761	807	1,061	940	465
Actual working capital-cash balance						
Over (Under) Ehlers target	1,041,130	1,143,648	1,232,752	1,337,228	1,392,455	964,895
Over (Under) PSC target (90 days)	721,880	819,782	948,397	1,021,024	983,242	460,001
Over (Under) Moody's target (150 days)	735	671	717	971	850	375
Over (Under) S&P target (150 days)	675	611	657	911	790	315

Notes:

- 1) Target capital equals 5 mos of next year's operating expenses, including depreciation, plus 100% of debt.
 2) PSC formula = O&M expense + taxes + interest on long term debt ÷ 365 to get expense per day. Then Unrestricted Cash ÷ expense per day
 3) Moody's Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation
 4) S&P Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation; include designated reserve funds: ERFs, RSFs, etc

Rate of Return

Average Utility Plant in Service	17,328,733	13,065,469	13,202,964	13,311,359	13,317,634	13,534,569
Less: Utility Plant Accumulated Depreciation	3,336,445	3,533,860	3,712,070	3,880,256	4,098,213	4,322,415
Average Net Investment Rate Base (NIRB)	13,992,288	9,531,609	9,490,894	9,431,103	9,219,421	9,212,154
Net Operating Income	(46,958)	(120,149)	(92,989)	15,498	(93,996)	(302,653)
ROR	-0.34%	-1.26%	-0.98%	0.16%	-1.02%	-3.29%
Typical	2.00%					

Cost Recovery

Operating Revenues	628,784	646,051	684,289	697,949	664,894	679,458
Operating Expenses incl. Depr & Amortization	675,742	766,200	777,278	682,451	758,891	982,111
Cost Recovery	0.93	0.84	0.88	1.02	0.88	0.69
Cost Recovery w/o Depr.	1.37	1.18	1.23	1.52	1.23	0.90

Notes:

This operating ratio indicates whether operating revenues (mostly charges to customers) were sufficient to cover operations and capital (in the form of depreciation) for the water and/or wastewater utility in the fiscal year. A ratio of less than 1 could be a sign of financial concern. In general, this ratio should be higher than 1 to accommodate future capital investments.

Leverage

Total Long-Term Debt	0	0	0	0	0	0
Total Net Assets	10,874,154	10,765,542	10,714,254	10,816,759	10,724,778	10,436,136
Debt-to Equity Ratio	0.00	0.00	0.00	0.00	0.00	0.00

Notes:

This indicator measures the existing level of leveraging of assets, and is used by funders and bond rating agencies to evaluate the risk of providing additional loans to the utility. The ratio indicates the amount of long-term debt that exists for every \$1 of assets (fund equity). A utility with a ratio greater than 1.0 has more long-term debt than equity in the system's assets. There are no natural benchmarks for this indicator, and funders and bond rating agencies will assess this ratio in various ways. In general, the higher this ratio, the more likely the utility will be considered to be over-leveraged and the more difficult it will be for the utility to obtain additional loans. For this ratio, Net Assets are equal to the Net Investment Rate Base of the utility.

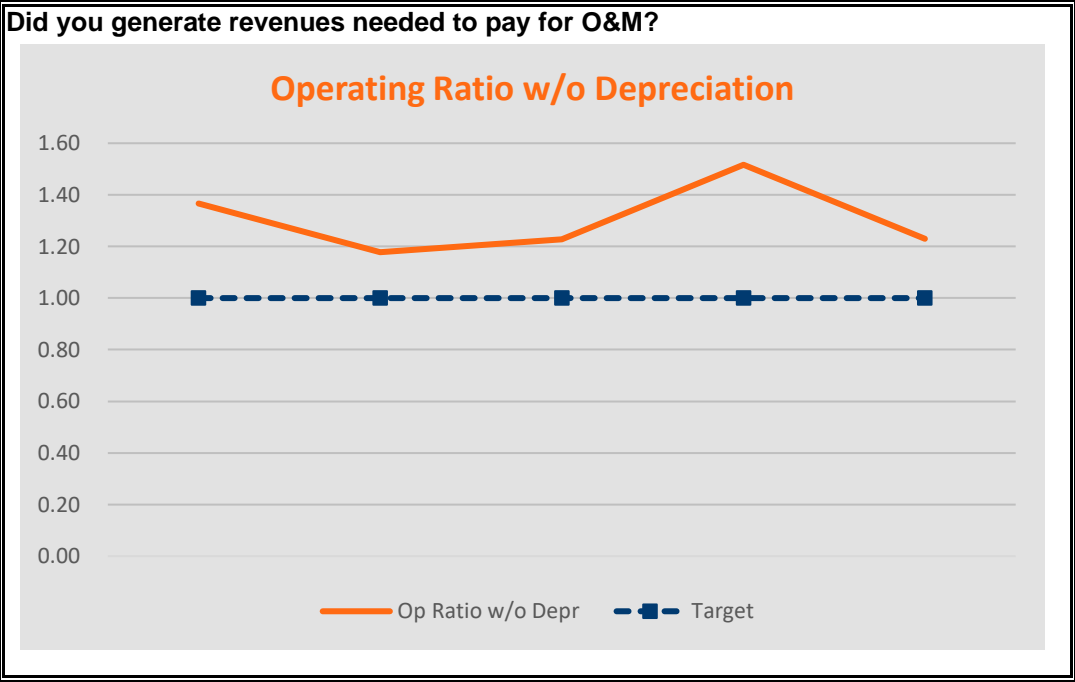
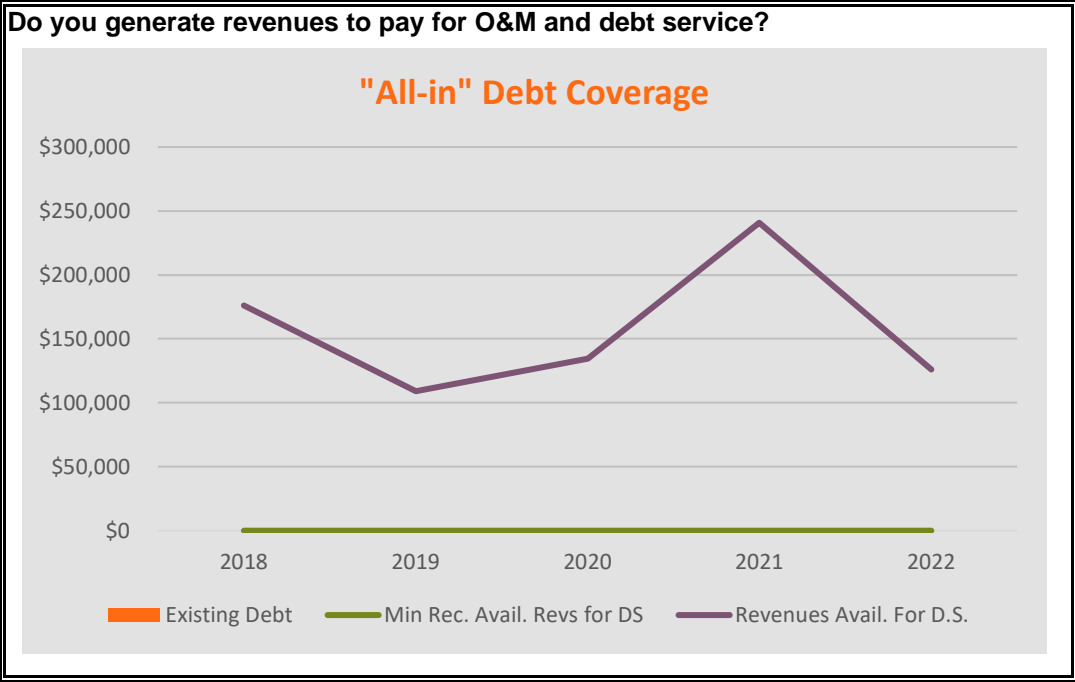
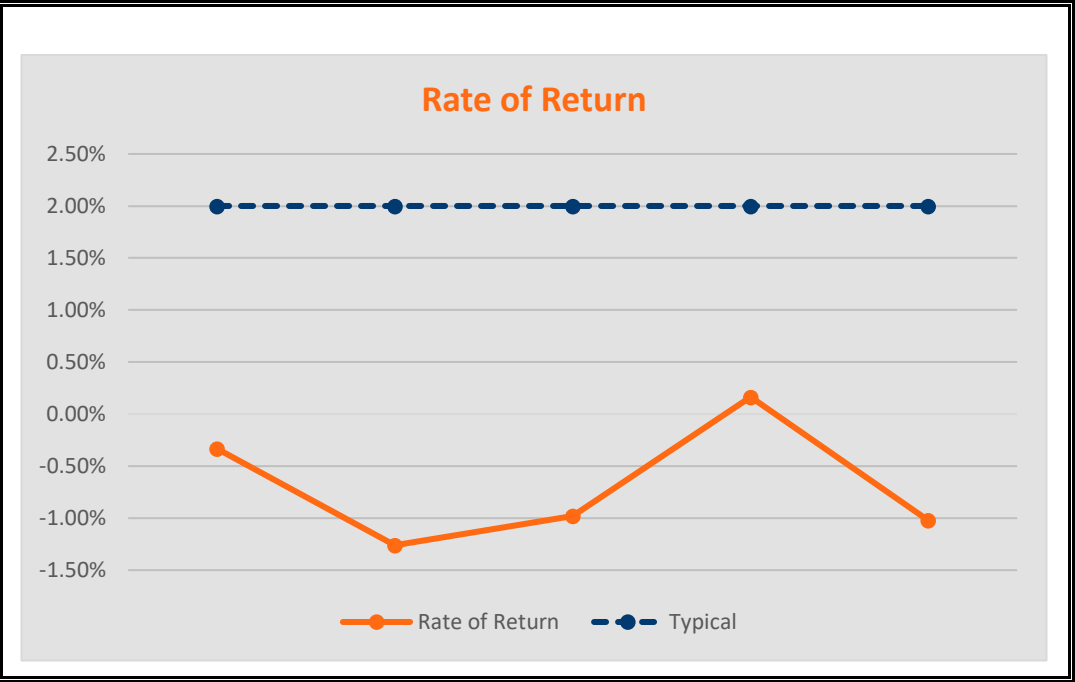
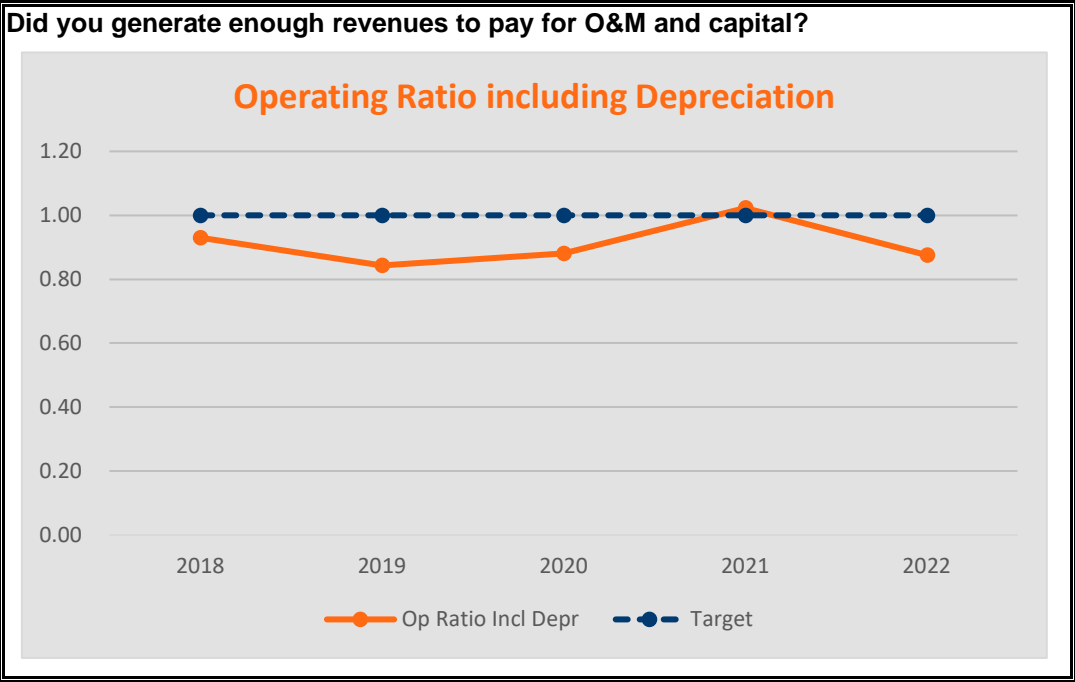
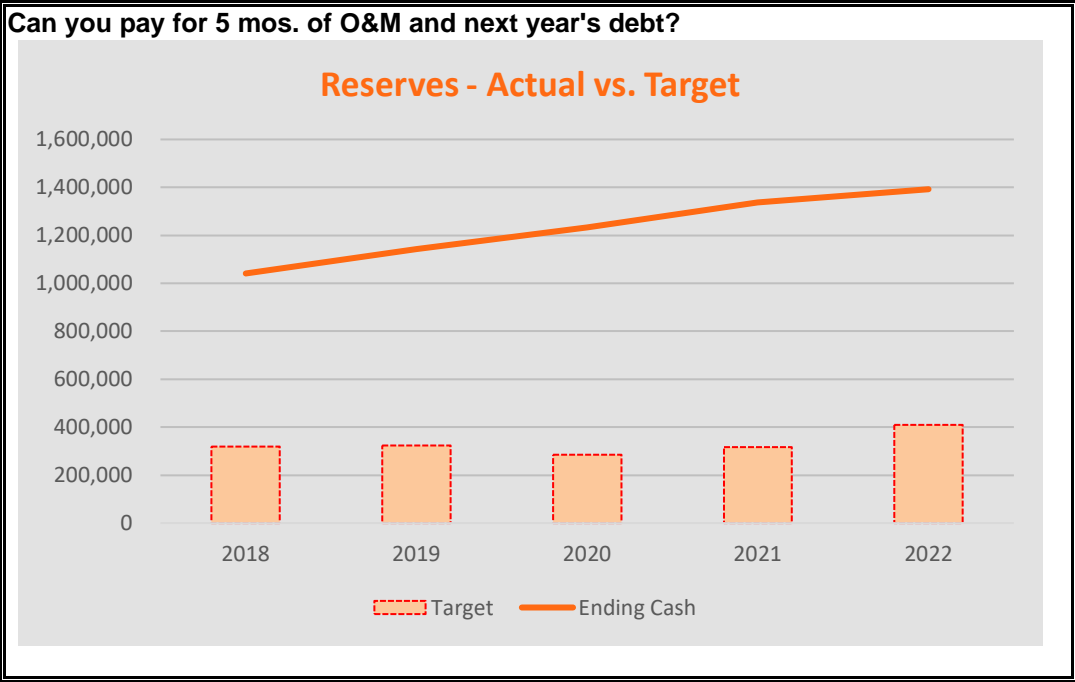
Condition of Assets:

Accumulated Depreciation Expense	3,336,445	3,533,860	3,712,070	3,880,256	4,098,213	4,322,415
Average Total Plant in Service	17,328,733	13,065,469	13,202,964	13,311,359	13,317,634	13,534,569
Asset Depreciation	16.15%	21.29%	21.95%	22.57%	23.53%	24.21%

Notes:

This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed. As this ratio approaches 100%, the capital assets become fully depreciated, and infrastructure needs replacement or rehabilitation. The accuracy of this indicator relies heavily on the accuracy of the depreciation schedule, and historic pricing likely distorts this indicator (newer utilities may be slightly disadvantaged as a result).

Table 5
Sewer Utility Financial Health Charts
Village of Kronenwetter, WI



2023 Sewer Rate Study

Section 2 — Long-Range Cash Flow Analysis

Village of Kronenwetter, WI

Table 6

Sewer Utility Capital Improvement Plan

Village of Kronenwetter, WI

Projects	Funding	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Totals
Sewer Lift Station Rebuild Program	User Fees		50,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	530,000
New Lift Station (#12): Design	Cash		50,000									50,000
New Lift Station (#12): Construction	Revenue Debt							1,000,000				1,000,000
Sewer Ordinance and Rate Study	Cash											0
Sewer Interceptor Capacity Review & Design	Revenue Debt				140,000							140,000
Water Meter Change Out	Cash		40,000	40,000								80,000
Water & Sewer GIS System	User Fees		50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	450,000
Vac Truck	Revenue Debt			360,000	360,000							720,000
New Storage Building/Garage (heated)	Cash		340,000									340,000
2023 YE Estimate	Cash	363,120										363,120
Actual CIP Costs		363,120	530,000	510,000	610,000	110,000	110,000	1,110,000	110,000	110,000	110,000	3,673,120

Sources of Funding	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
G.O. Debt	0	0	0	0	0	0	0	0	0	0	0
Revenue Debt	0	0	360,000	500,000	0	0	1,000,000	0	0	0	1,860,000
Grants/Aids	0	0	0	0	0	0	0	0	0	0	0
Special Assessment	0	0	0	0	0	0	0	0	0	0	0
User Fees/Annual Surplus	0	100,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	980,000
Tax Levy	0	0	0	0	0	0	0	0	0	0	0
Equipment Replacement Fund	0	0	0	0	0	0	0	0	0	0	0
Cash	363,120	430,000	40,000	0	0	0	0	0	0	0	833,120
Total	363,120	530,000	510,000	610,000	110,000	110,000	1,110,000	110,000	110,000	110,000	3,673,120

Notes:

Table 7 Capital Improvements Financing Plan

Village of Kronenwetter, WI

	2024		2029	
	Revenue Bonds	Sewer Portion	Revenue Bonds	Sewer Portion
CIP Projects¹	2024 Sewer Projects 860,000	860,000	2029 Sewer Projects 1,000,000	1,000,000
Less Other Available Revenues				
Cash Available	(135,000)	(135,000)	(400,000)	(400,000)
ERF Funds	-	0	-	0
Net Borrowing Requirement	725,000	725,000	600,000	600,000
Debt Service Reserve				
Debt Service Reserve Funds On Hand	-	0	(95,000)	(95,000)
New Debt Service Reserve Requirement	95,000	95,000	170,000	170,000
Subtotal Reserve Fund Requirement	95,000	95,000	75,000	75,000
Estimated Issuance Expenses	59,663	59,663	57,788	57,788
TOTAL TO BE FINANCED	879,663	879,663	732,788	732,788
Estimated Interest Earnings	4.00%	(17,200)	4.00%	(20,000)
Assumed spend down (months)	6.00	(17,200)	6.00	(20,000)
Rounding	2,538	2,538	2,213	2,213
NET BOND SIZE	865,000	865,000	715,000	715,000

Notes:

1) Source of Project Totals

Table 8

Sewer Utility Projected Debt Service Payments (PROPOSED)

Village of Kronenwetter, WI

NAME	Sewer Revenue Bonds Series 2025				Sewer Revenue Bonds Series 2029				PROPOSED Sewer Utility Debt Service Summary				
AMT DATED MATURE	\$865,000 6/1/2025 5/1				\$715,000 6/1/2029 5/1								
Year	Principal	Est. Rate ¹	Interest	Total	Principal	Est. Rate ²	Interest	Total	Total Prin	Total Int	Total P&I	Prin Outstanding	Year
2023									0	0	0		2023
2024									0	0	0		2024
2025			67,398	67,398					0	67,398	67,398	865,000	2025
2026	50,000	5.50%	46,200	96,200					50,000	46,200	96,200	815,000	2026
2027	50,000	5.50%	43,450	93,450					50,000	43,450	93,450	765,000	2027
2028	50,000	5.50%	40,700	90,700					50,000	40,700	90,700	715,000	2028
2029	50,000	5.50%	37,950	87,950					50,000	37,950	87,950	1,380,000	2029
2030	45,000	5.50%	35,338	80,338	20,000	6.00%	60,175	80,175	65,000	95,513	160,513	1,315,000	2030
2031	40,000	5.50%	33,000	73,000	50,000	6.00%	40,200	90,200	90,000	73,200	163,200	1,225,000	2031
2032	40,000	5.50%	30,800	70,800	50,000	6.00%	37,200	87,200	90,000	68,000	158,000	1,135,000	2032
2033	40,000	5.50%	28,600	68,600	50,000	6.00%	34,200	84,200	90,000	62,800	152,800	1,045,000	2033
2034	40,000	5.50%	26,400	66,400	50,000	6.00%	31,200	81,200	90,000	57,600	147,600	955,000	2034
2035	40,000	5.50%	24,200	64,200	50,000	6.00%	28,200	78,200	90,000	52,400	142,400	865,000	2035
2036	40,000	5.50%	22,000	62,000	50,000	6.00%	25,200	75,200	90,000	47,200	137,200	775,000	2036
2037	40,000	5.50%	19,800	59,800	50,000	6.00%	22,200	72,200	90,000	42,000	132,000	685,000	2037
2038	40,000	5.50%	17,600	57,600	50,000	6.00%	19,200	69,200	90,000	36,800	126,800	595,000	2038
2039	40,000	5.50%	15,400	55,400	50,000	6.00%	16,200	66,200	90,000	31,600	121,600	505,000	2039
2040	40,000	5.50%	13,200	53,200	50,000	6.00%	13,200	63,200	90,000	26,400	116,400	415,000	2040
2041	40,000	5.50%	11,000	51,000	50,000	6.00%	10,200	60,200	90,000	21,200	111,200	325,000	2041
2042	40,000	5.50%	8,800	48,800	50,000	6.00%	7,200	57,200	90,000	16,000	106,000	235,000	2042
2043	40,000	5.50%	6,600	46,600	50,000	6.00%	4,200	54,200	90,000	10,800	100,800	145,000	2043
2044	40,000	5.50%	4,400	44,400	45,000	6.00%	1,350	46,350	85,000	5,750	90,750	60,000	2044
2045	60,000	5.50%	1,650	61,650	0	6.00%	0		60,000	1,650	61,650	0	2045
TOTALS	865,000		534,485	1,399,485	715,000		350,125	1,065,125	1,580,000	884,610	2,464,610		TOTALS

Notes:

1) Rate assumes recent WI/TE/Rev/BQ sale plus 50 bps (or 0.50%).

2) Rate assumes previous proposed plan issue plus 50 bps (or 0.50%).

Table 9

Sewer Utility Cash Flow Analysis - Projected 2023-2032

Village of Kronenwetter, WI

	Budget 2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenues										
Total Revenues from User Rates ¹	\$663,965	\$1,175,219	\$1,222,227	\$1,271,116	\$1,309,250	\$1,348,527	\$1,388,983	\$1,430,653	\$1,473,572	\$1,473,572
Percent Increase to User Rates	0.00%	77.00%	4.00%	4.00%	3.00%	3.00%	3.00%	3.00%	3.00%	0.00%
Cumulative Percent Rate Increase	0.00%	77.00%	84.08%	91.44%	97.19%	103.10%	109.20%	115.47%	121.94%	121.94%
Dollar Amount Increase to Revenues		\$511,253	\$47,009	\$48,889	\$38,133	\$39,277	\$40,456	\$41,669	\$42,920	\$0
Total Other Revenues	\$34,503	\$32,825	\$33,007	\$33,190	\$33,375	\$33,562	\$33,750	\$33,939	\$34,130	\$34,322
Total Revenues	\$698,469	\$1,208,044	\$1,255,234	\$1,304,307	\$1,342,625	\$1,382,089	\$1,422,733	\$1,464,592	\$1,507,702	\$1,507,895
Less: Expenses										
Operating and Maintenance	\$757,909	\$971,996	\$991,436	\$1,011,264	\$1,031,490	\$1,052,119	\$1,223,162	\$1,247,625	\$1,272,578	\$1,298,029
PILOT Payment	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Net Before Debt Service and Capital Expenditures	(\$64,440)	\$231,048	\$258,799	\$288,043	\$306,136	\$324,970	\$194,571	\$211,967	\$230,125	\$204,866
Debt Service										
Existing Debt P&I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New (2023-2032) Debt Service P&I	\$0	\$0	\$67,398	\$96,200	\$93,450	\$90,700	\$87,950	\$160,513	\$163,200	\$158,000
Total Debt Service	\$0	\$0	\$67,398	\$96,200	\$93,450	\$90,700	\$87,950	\$160,513	\$163,200	\$158,000
Transfer In (Out)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Less: Capital Improvements	\$363,120	\$530,000	\$569,663	\$610,000	\$110,000	\$110,000	\$1,167,788	\$110,000	\$110,000	\$110,000
Debt Issued/Grants/Aid	\$0	\$0	\$865,000	\$0	\$0	\$0	\$715,000	\$0	\$0	\$0
Net Annual Cash Flow	(\$427,560)	(\$298,952)	\$486,738	(\$418,157)	\$102,686	\$124,270	(\$346,166)	(\$58,546)	(\$43,075)	(\$63,134)
Restricted and Unrestricted Cash Balance:										
Balance at first of year	\$1,392,455	\$964,895	\$665,942	\$1,152,681	\$734,523	\$837,209	\$961,479	\$615,312	\$556,766	\$513,691
Net Annual Cash Flow Addition/(subtraction)	(\$427,560)	(\$298,952)	\$486,738	(\$418,157)	\$102,686	\$124,270	(\$346,166)	(\$58,546)	(\$43,075)	(\$63,134)
Balance at end of year	\$964,895	\$665,942	\$1,152,681	\$734,523	\$837,209	\$961,479	\$615,312	\$556,766	\$513,691	\$450,557
"All-in" Debt Coverage	N/A	N/A	3.84	2.99	3.28	3.58	2.21	1.32	1.41	1.30

Notes:

- 1) Assumes no changes in customer count or usage beyond Test Year.
 2) Assumes 2.00% annual inflation beyond budget year.

Legend:

- Increase depicted to maintain with assumed O&M inflation
 Increase needed above inflationary adjustment

Table 10

Sewer Utility Financial Benchmarking Analysis Projected 2023 - 2032

Village of Kronenwetter, WI

	Budget	Projected								
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Target minimum cash balance										
Target minimum working capital - Ehlers ¹	504,893	588,486	633,955	646,490	654,037	729,413	824,183	838,968	846,075	852,826
Actual Days Cash Available - PSC ²	465	250	397	254	284	321	178	151	139	120
Actual Days Cash Available - Moody's ³	465	214	389	231	236	275	133	113	99	79
Target minimum working capital - S&P ⁴	465	214	389	231	236	275	133	113	99	79
Actual working capital-cash balance										
Over (Under) Ehlers target	964,895	665,942	1,152,681	734,523	837,209	961,479	615,312	556,766	513,691	450,557
Over (Under) PSC target (90 days)	460,001	77,456	518,726	88,033	183,171	232,066	(208,870)	(282,202)	(332,384)	(402,269)
Over (Under) Moody's target (150 days)	375	160	307	164	194	231	88	61	49	30
Over (Under) S&P target (150 days)	315	64	239	81	86	125	(17)	(37)	(51)	(71)
Over (Under) S&P target (150 days)	315	64	239	81	86	125	(17)	(37)	(51)	(71)

Notes:

- 1) Target capital equals 5 mos of next year's operating expenses, including depreciation, plus 100% of debt.
- 2) PSC formula = O&M expense + taxes + interest on long term debt ÷ 365 to get expense per day. Then Unrestricted Cash ÷ expense per day
- 3) Moody's Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation
- 4) S&P Formula = [(Unrestricted Cash + Liquid Investments) * 365 days] ÷ Total O&M Expenses less Depreciation; include designated reserve funds: ERFs, RSFs, etc

Rate of Return										
Average Utility Plant in Service	13,534,569	13,981,129	14,501,129	15,061,129	15,421,129	15,531,129	16,141,129	16,751,129	16,861,129	16,971,129
Less: Utility Plant Accumulated Depreciation	4,322,415	4,562,163	4,821,340	5,100,688	5,396,495	5,696,386	6,012,735	6,357,918	6,707,185	7,060,535
Average Net Investment Rate Base (NIRB)	9,212,154	9,418,966	9,679,789	9,960,441	10,024,634	9,834,743	10,128,394	10,393,211	10,153,944	9,910,594
Net Operating Income	(302,653)	(23,200)	(14,927)	(5,903)	(4,318)	10,383	(136,523)	(148,011)	(133,986)	(163,378)
ROR	-3.29%	-0.25%	-0.15%	-0.06%	-0.04%	0.11%	-1.35%	-1.42%	-1.32%	-1.65%
Typical	2.00%									

Cost Recovery

Operating Revenues	679,458	1,188,544	1,235,686	1,284,709	1,322,979	1,362,393	1,402,988	1,444,797	1,487,858	1,488,001
Operating Expenses incl. Depr & Amortization	982,111	1,211,744	1,250,612	1,290,612	1,327,296	1,352,010	1,539,511	1,592,808	1,621,844	1,651,380
Cost Recovery	0.69	0.98	0.99	1.00	1.00	1.01	0.91	0.91	0.92	0.90
Cost Recovery w/o Depr.	0.90	1.22	1.25	1.27	1.28	1.29	1.15	1.16	1.17	1.15

Notes:

This operating ratio indicates whether operating revenues (mostly charges to customers) were sufficient to cover operations and capital (in the form of depreciation) for the water and/or wastewater utility in the fiscal year. A ratio of < 1 could be a sign of financial concern. In general, this ratio should be > 1 to accommodate future capital investments.

Leverage

Total Long-Term Debt	0	0	865,000	815,000	765,000	715,000	1,380,000	1,315,000	1,225,000	1,135,000
Total Net Assets	10,436,136	10,427,436	10,299,997	10,262,492	10,229,371	10,213,750	9,996,234	9,767,506	9,575,164	9,358,679
Debt-to Equity Ratio	0.00	0.00	0.08	0.08	0.07	0.07	0.14	0.13	0.13	0.12

Notes:

This indicator measures the existing level of leveraging of assets, and is used by funders and rating agencies to evaluate the risk of providing additional loans to the utility. The ratio indicates the amount of long-term debt that exists for every \$1 of assets (fund equity). A utility with a ratio > 1 has more long-term debt than equity in the system's assets. There are no natural benchmarks for this indicator, and funders and rating agencies will assess this ratio in various ways. In general, the higher this ratio, the more likely the utility will be considered to be over-leveraged and the more difficult it will be for the utility to obtain additional loans. Net Assets are equal to the Net Investment Rate Base of the utility.

Condition of Assets:

Accumulated Depreciation Expense	4,322,415	4,562,163	4,821,340	5,100,688	5,396,495	5,696,386	6,012,735	6,357,918	6,707,185	7,060,535
Average Total Plant in Service	13,534,569	13,981,129	14,501,129	15,061,129	15,421,129	15,531,129	16,141,129	16,751,129	16,861,129	16,971,129
Asset Depreciation	24.21%	24.60%	24.95%	25.30%	25.92%	26.83%	27.14%	27.51%	28.46%	29.38%

Notes:

This indicator of infrastructure condition estimates the portion of the average expected life of the utility's physical assets that has already passed. As this ratio approaches 100%, the capital assets become fully depreciated, and infrastructure needs replacement or rehabilitation. The accuracy of this indicator relies heavily on the accuracy of the depreciation schedule, and historic pricing likely distorts this indicator (newer utilities may be slightly disadvantaged as a result).

Table 11

Sewer Utility Statement of Projected Revenue Bond Coverage

Village of Kronenwetter, WI

Year	Total Operating Revenues	Less: Total O&M Expense	Amount Available for Debt Service	Existing Rev Debt	Future Rev Debt (2023-2032)			
				Total	Total	Total Sewer Debt Service	Coverage	Debt Service Capacity @ 1.25x
2023	698,469	(757,909)	(59,440)	-	-	-	N/A	(47,552)
2024	1,208,044	(971,996)	236,048	-	-	-	N/A	188,838
2025	1,255,234	(991,436)	263,799	-	67,398	67,398	3.91	143,641
2026	1,304,307	(1,011,264)	293,043	-	96,200	96,200	3.05	138,234
2027	1,342,625	(1,031,490)	311,136	-	93,450	93,450	3.33	155,459
2028	1,382,089	(1,052,119)	329,970	-	90,700	90,700	3.64	173,276
2029	1,422,733	(1,223,162)	199,571	-	87,950	87,950	2.27	71,707
2030	1,464,592	(1,247,625)	216,967	-	160,513	160,513	1.35	13,061
2031	1,507,702	(1,272,578)	235,125	-	163,200	163,200	1.44	24,900
2032	1,507,895	(1,298,029)	209,866	-	158,000	158,000	1.33	9,893

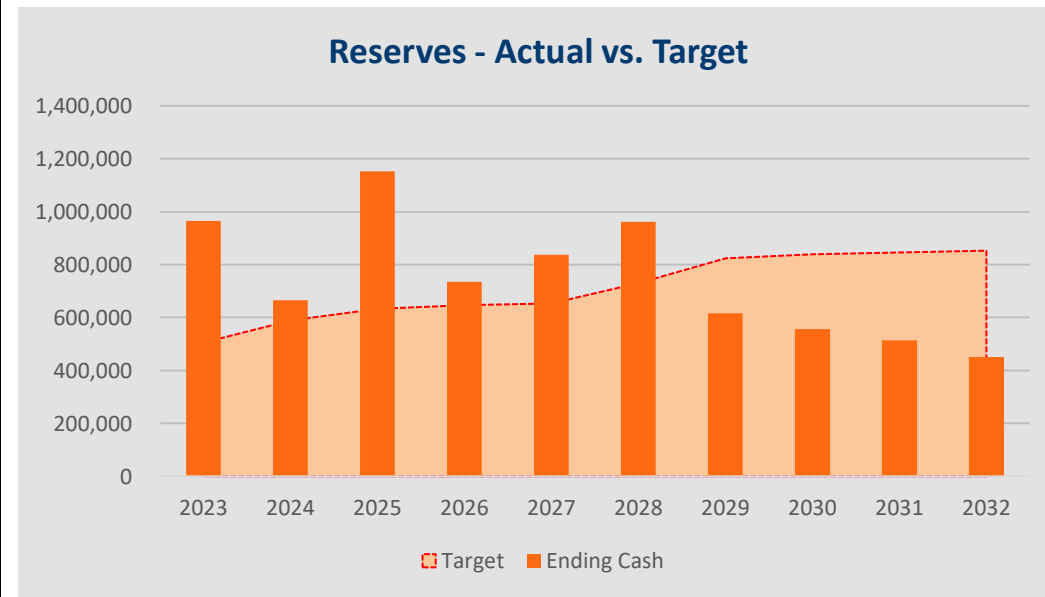
Notes:

1) Revenue Coverage determined from PROPOSED 2024 Revenue Bonds.

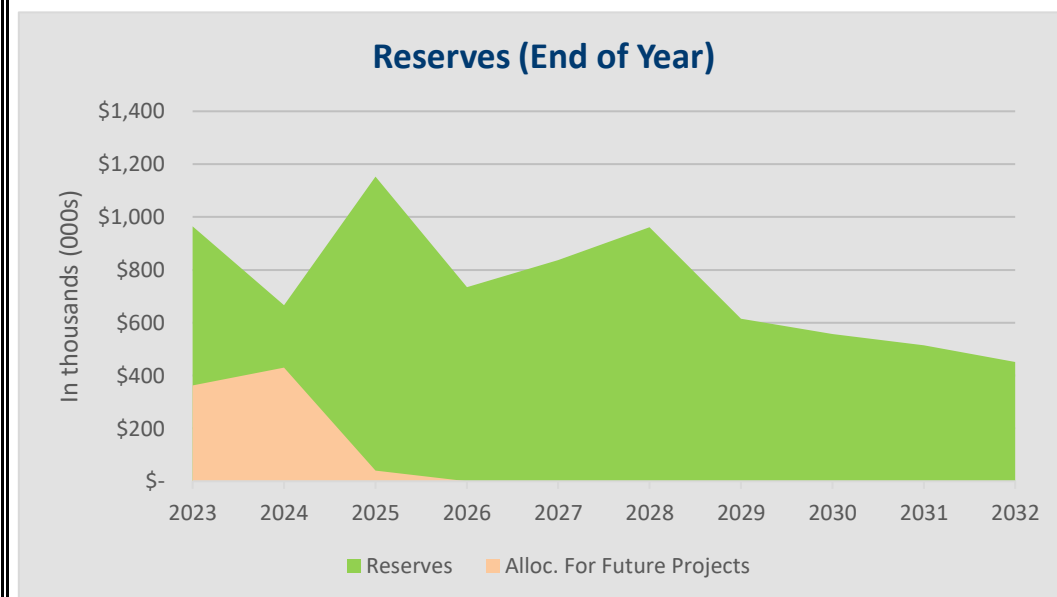
Table 12 Sewer Utility Long-Range Planning Analysis

Village of Kronenwetter, WI

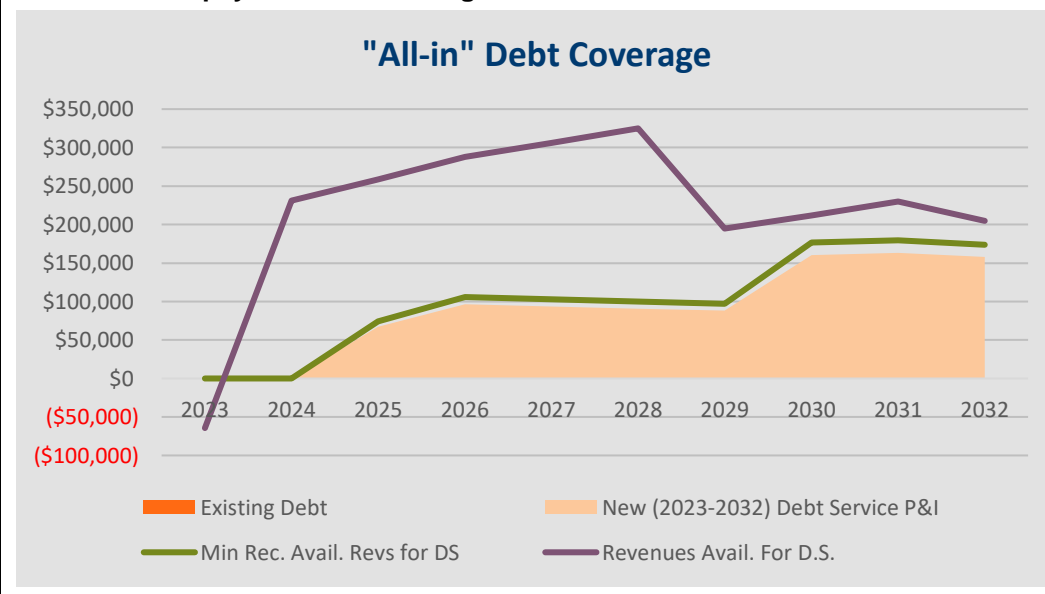
Are rates set to maintain adequate reserves?



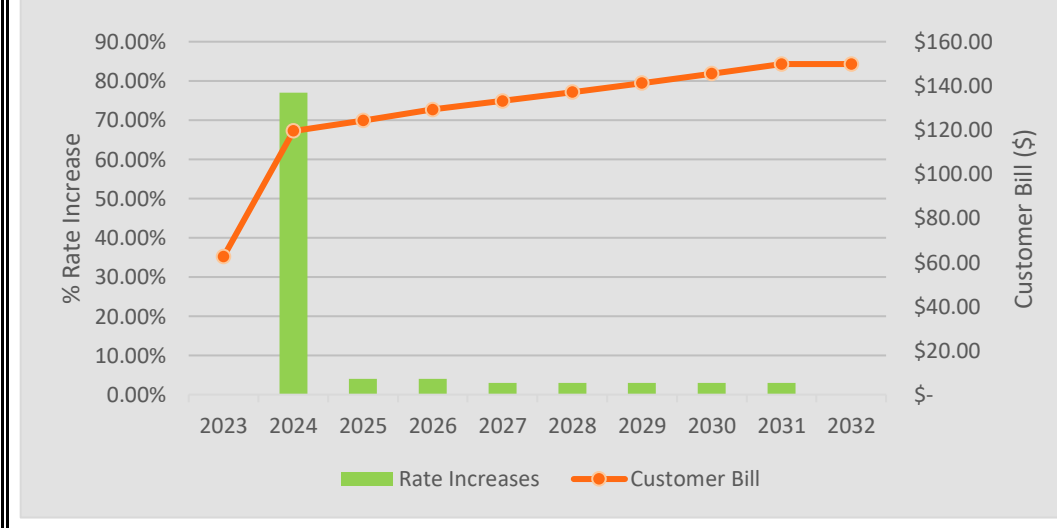
How much reserves are planned for future projects?



Are rates set to pay for financial obligations?



Rate Increases



2023 Sewer Rate Study

Section 3 — Rate Impact Analysis

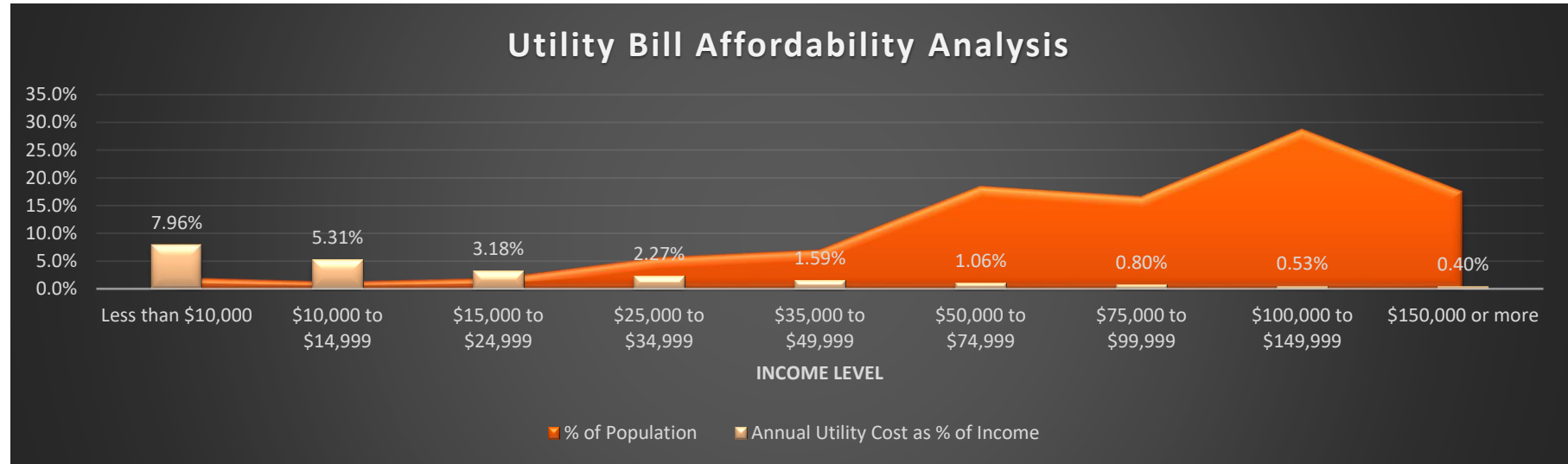
Village of Kronenwetter, WI

Table 13**Projected Impact of CIP on Typical Residential Utility Bill***Village of Kronenwetter, WI*

Year	Water					Sewer					Utility Bill (Annual)	Change Over Prior Year	% of MHI (84,435)	Year
	Increase	Water Vol. Charge ¹	Water User Charge ²	Utility Bill (Quarterly)	Change Over Prior Year	Increase	Sewer Vol. Charge ³	Sewer User Charge ³	Utility Bill (Quarterly)	Change Over Prior Year				
		<u>Tiered</u>	<u>Serv. + PFP</u>				<u>1,000 Gal</u>	<u>Gen Service</u>						
2022		3.59	29.40	\$ 72.48			3.39	21.85	\$ 62.53		\$ 540.04		0.64%	2022
2023	0.00%	3.59	29.40	\$ 72.48	\$ -	0.00%	3.39	21.85	\$ 62.53	\$ -	\$ 540.04	\$ -	0.64%	2023
2024	0.00%	3.59	29.40	\$ 72.48	\$ -	77.00%	6.48	41.77	\$ 119.53	\$ 57.00	\$ 768.04	\$ 228.00	0.91%	2024
2025	3.00%	3.70	30.28	\$ 74.65	\$ 2.17	4.00%	6.74	43.44	\$ 124.31	\$ 4.78	\$ 795.86	\$ 27.82	0.94%	2025
2026	3.00%	3.81	31.19	\$ 76.89	\$ 2.24	4.00%	7.01	45.18	\$ 129.28	\$ 4.97	\$ 824.71	\$ 28.85	0.98%	2026
2027	3.00%	3.92	32.13	\$ 79.20	\$ 2.31	3.00%	7.22	46.53	\$ 133.16	\$ 3.88	\$ 849.45	\$ 24.74	1.01%	2027
2028	3.00%	4.04	33.09	\$ 81.58	\$ 2.38	3.00%	7.44	47.93	\$ 137.16	\$ 3.99	\$ 874.94	\$ 25.48	1.04%	2028
2029	3.00%	4.16	34.08	\$ 84.02	\$ 2.45	3.00%	7.66	49.37	\$ 141.27	\$ 4.11	\$ 901.18	\$ 26.25	1.07%	2029
2030	3.00%	4.29	35.11	\$ 86.54	\$ 2.52	3.00%	7.89	50.85	\$ 145.51	\$ 4.24	\$ 928.22	\$ 27.04	1.10%	2030
2031	3.00%	4.42	36.16	\$ 89.14	\$ 2.60	3.00%	8.13	52.37	\$ 149.88	\$ 4.37	\$ 956.07	\$ 27.85	1.13%	2031
2032	22.82%	5.42	44.41	\$ 109.49	\$ 20.34	0.00%	8.13	52.37	\$ 149.88	\$ -	\$ 1,037.45	\$ 81.38	1.23%	2032
Total Change over planning period					\$ 37.01						\$ 87.35	\$ 497.41		

Notes:

1. Current water volumetric rate is \$3.59 per 1,000 Gallons up to the first 15,000 gallons per quarter.
2. The water user charges include a quarterly service charge of \$16.20 plus a public fire protection charge of \$13.20 for a 5/8 inch meter.
3. The current Sewer volumetric rate is \$3.39 per 1,000 gallons and a service charge of \$21.85 for 5/8 inch meter.
4. The usage is assumed to be 12,000 Gallons per quarter.

Table 14**Projected Impact of CIP on Typical Residential Utility Bill - Affordability***Village of Kronenwetter, WI***Notes:**

- 1) Utility Cost taken as a 5-year average of water and wastewater bills for an average (5/8"; 12 kgal./qtr.) Residential User.
- 2) City Income Level from U.S. Census Bureau's American Community Survey.
- 3) 11.1% of residential customers are estimated to have less than \$35,000 of income. These households will have spent more than 4.68% of their income under the 4-year average for this plan.



Report to Village Board

Agenda Item: Water Fluoridation

Meeting Date: July 14, 2025

Referring Body: CLIPP

Committee Contact: Trustee Charneski

Staff Contact: Greg Ullman

Report Prepared by: Ken Charneski

AGENDA ITEM: Water Fluoridation

OBJECTIVE(S): Discuss the potential of the harm versus benefit of having the Kronenwetter Water Department inject fluoride chemicals into the drinking water supply.

HISTORY/BACKGROUND: This issue was brought up at the November 11, 2024 Village Board meeting. At that time the Board voted to allow continued addition of sodium fluoride chemicals to Kronenwetter drinking water. Some trustee comments were to the effect that they did not have enough information on this subject.

At that time, the Board received a broadside of emails from those associated with dental and fluoride industry organizations supporting water fluoridation. The arguments presented were based on anecdotal evidence and subjective conclusions that focused on the presumed dental benefits, and which also downplayed concerns and research about various detrimental effects of fluoride on developing brains and other health problems attributed to this substance. "Cost effectiveness" seems to be a major factor in their literature.

This agenda item is not about the arguable dental benefit of fluoride applied to teeth, but whether the touted benefit is worth the detrimental and toxic effects of systemic water fluoridation. Not only effects of neurological harm to babies and infants, but growing evidence of it being a contributing cause of Alzheimer's condition, bone cancer in boys, osteoporosis, and other medical conditions.

While information both pro and con states that fluoridated water may have a benefit due to its momentary contact with teeth as it is swallowed, both sides seem to agree that the alleged benefit ends there. The concern is with the harmfulness to the rest of the body once this chemical is ingested. Along with this concern, is the fact that many people, especially children, are getting plenty of fluoride exposure from toothpaste, mouth rinses, and other sources. None of which is monitored to determine the overall daily fluoride exposure.

This exposure is in addition to the approved dosing rate of .7 parts per million which is what the Kronenwetter Water Department currently injects into the water supply, but which a recent Federal Court ruled in *Food & Water Watch Inc. v. EPA*, is a level of **fluoridation that creates an "unreasonable risk" of impacting IQ levels in children**, and that the EPA needs to address the issue.

We now have much more information than we had for the November KVB meeting.

Interviews with the lead attorney for the plaintiff in this landmark case provide compelling information showing why they won that case. These interviews include clips of depositions of experts and officials from EPA, NSF, FDA and CDC who, when asked under oath gave testimony that runs contrary to many commonly held beliefs about fluoride effectiveness and/or safety.

Here are a few examples of the admissions:

- CDC Oral Health Director is **not aware of a single study** that shows that water fluoridation as it exists today is safe from causing negative neurological effects.
- CDC: We Have **No Safety Data on Fluoride and the Brain.**
- U.S. Regulatory Agencies **Don't Know Safe vs Toxic Level Of Fluoride.**
- NSF Unable To Vouch For The Safety Of Fluoridation Chemicals.
- CDC Agrees With NRC Finding That Fluoride Can **Potentially Cause Alzheimer's And Dementia.**
- CDC Not Aware Of Any Evidence Of Fluoride's Benefit To Infants.
- CDC: Fluoride Supplements Do Not Provide A Benefit For Children When Given During Pregnancy.
- CDC Unable To Cite Studies Showing Fluoride Is Effective When Swallowed.
- CDC: Fluoridated Water Does Not Provide A Benefit During The First 6 Months Of Life.
- Top EPA Scientist: EPA's Current Fluoride Regulation Is Not Safe
- "We don't really need it added to our drinking water any more" Linda Birnbaum, Retired NTP Director.
- NTP Review Confirms Fluoride Is **A Presumed Developmental Neurotoxicant**

Here are links to the interviews, clips of testimony, and other relevant videos with recognized experts.

<https://thehighwire.com/ark-videos/fluoride-lawsuit-captures-shocking-admissions-on-the-record/>

<https://thehighwire.com/ark-videos/expert-attorney-exposes-decades-of-fluoride-harms/>

<https://fluoridealert.org/content/michael-connett-corrects-the-record-on-the-fluoride-lawsuit/>

<https://fluoridealert.org/fan-content/videos/>

These videos are highly recommended for any resident or Board member who wants to make an informed decision on this issue, and who is willing to take the time to listen to the information.

We can see that there are certainly many valid reasons that HHS Secretary Robert Kennedy wants fluoride as a potentially harmful substance eliminated from the water supply. Given the mounting evidence of fluoride toxicity even at previously presumed-to-be-safe levels, we cannot in good conscience wait for Federal or State action to eliminate this substance.

In spite of the corporate, government, and media bias that defends and even promotes fluoridated water, public awareness of the facts on this issue is rapidly increasing, and more municipalities and some states are opting out of fluoride water programs after reviewing call relevant information. **See attached map and this link.**

<https://fluoridealert.org/content/communities/>

Here is an interesting audio discussion about it with pharmacist Ben Fuchs on a local radio station. <https://omny.fm/shows/feedback/guest-pharmacist-ben-fuchs-the-meg-ellefson-show-0> starting at the 5:30 mark.

There has been a large and growing body of studies that indicate numerous harmful effects of ingesting water-borne fluoride chemicals. Here are some links to **just a few** additional articles and studies.

https://www.hsph.harvard.edu/magazine/magazine_article/fluoridated-drinking-water/

<https://www.cnn.com/2024/09/25/health/epa-fluoride-drinking-water/index.html>

<https://www.foodandwaterwatch.org/2024/09/26/fluoride-drinking-water-lawsuit-victory/#:~:text=In%20response%20to%20our%20lawsuit,act%20to%20strengthen%20these%20regulations>

<https://greenmedinfo.com/toxic-ingredient/fluoride>

Additionally, fluoridated water allows this substance to absorb through the pores of the skin during showers, etc., increasing the dose and is said to prematurely age the skin.

Given the lawsuits and revelations of bad information, mandates, and other direction put forth by media and government during a pandemic situation, it seems irresponsible to maintain a "we've always done it this way" mentality with the fluoride issue.

Whether or not to fluoridate drinking water is a local issue decided by the municipality. Fluoride chemicals are currently being injected into the Village's water supply, and stopping the injection is a simple matter of turning off the equipment. Residents should not have to buy expensive filters for their home to remove this toxic substance from their water, after paying for a water treatment plant that was supposed to provide safe water to begin with.

This agenda item is intended to get ahead of this issue now, by recommending that the Board move to eliminate the practice of injection of fluoride into Kronenwetter drinking water; the sooner the better.

This item was reviewed and discussed at the July 7 CLIPP meeting. The motion by the committee to the Board was to recommend discontinuation of adding fluoride chemicals to the village water supply.

The motion was approved by a vote of 5-0.

PROPOSAL: Review various sources of current information. Exercise caution regarding this potential health hazard. Stop or remove the equipment that currently meters a flow of these chemicals into Kronenwetter's drinking water.

RECOMMENDED ACTION: As the Village Board decides - Either move to stop injecting this toxic substance into the water supply, or allow it to continue its toxic effects even as evidence is mounting against the presumed safety of this chemical.

FINANCIAL

Financial Consideration/Action: No cost to the village. This will create a savings to the village by eliminating the cost of buying this chemical.

FUNDING SOURCE: N/A

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

ATTACHMENTS: Map of States taking action against water fluoridation.

Fluoride Room at the Wellhouse





Report to Village Board

Agenda Item: Proposed changes to § 520-121. - Conditional use permits.

Meeting Date: June 23, 2025

Referring Body: Plan Commission

Committee Contact: Dave Baker

Staff Contact: Peter Wegner, CD/PZ Director

Report Prepared by: Peter Wegner, CD/PZ Director

AGENDA ITEM: Proposed changes to § 520-121 - Conditional use permits.

OBJECTIVE(S): Discussion and possible action to approve changes to § 520-121. – Conditional use permits.

HISTORY/BACKGROUND: On 10/21/2024 the Plan Commission discussed various aspects of §520-121 - Conditional use permits. Staff provided background information regarding the Conditional Use Process, Review Criteria, Conditions of Approval, 2017 ACT 67, Renewals, Transfers and Appeals and Possible Changes to Existing Language. Staff was given direction and asked to place this item on the 11/18/2024 PC Meeting Agenda.

On 11/18/2024, the Plan Commission reviewed draft language, suggested some changes and directed staff to research further.

On 2/17/2025, the Plan Commission reviewed and discussed draft language and possible changes addressing those aspects mentioned above. Staff was directed to make changes as discussed and to present revised language at the next Plan Commission Meeting.

On 3/17/2025, staff presented the most recent proposed changes. As a result, the Plan Commission directed staff to hold a public hearing on April 21, 2025, to gather public input related to these changes.

On 4/21/2025, the Plan Commission held a public hearing and passed a motion to recommend Village Board approval.

On 5/12/2025, the Village Board discussed the proposed Ordinance Amendment. Action was delayed to allow new Village Board Trustees time to consider that being proposed.

RECOMMENDED ACTION: Review proposed language and approve Ordinance Amendment.

ATTACHMENTS: Proposed changes to 520-121- Conditional use permits and Ordinance Amendment.

Proposed Changes 4/21/2025 Public Hearing

§ 520-121 Conditional use permits.

- A. Initiation of conditional use permit. Any person, firm, corporation, or organization having a freehold interest or a possessory interest entitled to exclusive possession, or a contractual interest that may become a freehold interest or an exclusive possessory interest, and that is specifically enforceable on the land for which a conditional use is sought, may file an application to use such land for one or more of the conditional uses in the zoning district in which such land is located.

- B. Application for conditional use permit. No application for a conditional use permit shall be placed on any agenda as an item to be acted upon unless the Zoning Administrator has certified acceptance of a complete application. Prior to publication of the required notice of public hearing, the applicant shall provide the Zoning Administrator with the complete application certified by the Zoning Administrator, including an easily reproducible electronic copy plus hardcopies in a quantity directed by the Zoning Administrator. Said complete application shall be composed of all of the following:
 - (1) A completed conditional use permit application form furnished by the Zoning Administrator.
 - (2) A written description of the proposed conditional use describing the type of activities, buildings, and structures proposed for the subject property and their general locations.
 - (3) A site plan of the subject property, with any alterations as may be proposed to accommodate the conditional use. If the conditional use will make use of existing site improvements only, a site plan need only be of sufficient detail to confirm the portion of the site used by the conditional use.
 - (4) Written justification for the proposed conditional use consisting of the reasons why the applicant believes the proposed conditional use is appropriate, particularly as evidenced by compliance with the approval criteria set forth in this section.
 - (5) Any other plans and information deemed necessary by the Zoning Administrator or the Plan Commission to ensure that the intent of this chapter is fulfilled.

- (6) A fee as established by the Village Board and stated in the Village of Kronenwetter's fee schedule.

C. Zoning Administrator review and recommendation.

- (1) The Zoning Administrator shall determine whether the application is complete and fulfills the requirements of this chapter. Only a complete application in the determination of the Zoning Administrator shall entitle a public hearing under Subsection D. The Zoning Administrator shall inform the applicant if the application is incomplete in his or her determination.
- (2) Once the Zoning Administrator determines that the application is complete, the Zoning Administrator or designee shall authorize the public hearing and prepare a written evaluation of the application based on the criteria for evaluating conditional use permits in Subsection G below. The Zoning Administrator shall forward a copy of the evaluation to the Plan Commission.

D. Notice of public hearing.

- (1) Upon receipt of a conditional use permit application, and following publication in the Village of a class 2 notice under Wis. Stat. ch. 985, the Village shall hold a public hearing on the application.
- (2) Public notice. Notice of the Plan Commission public hearing shall be sent by regular mail to the applicant, each landowner adjoining the subject property and each landowner within 500 feet of the subject property. Notice of the Planning Commission public hearing shall be sent at least 10 calendar days prior to the Planning Commission public hearing. The notice shall be prepared and mailed by the Village. The failure of any person required by this section to receive the notice shall not invalidate or otherwise have any effect upon a public meeting or public hearing or action taken on the application.
- (3) Local government notice. The Village shall send one copy of the application at least 10 calendar days prior to the Plan Commission public hearing to the adjoining local government for review and comment when the project affects another municipality, or the primary access to the affected property is through an adjoining municipality. The failure of any person required by this section to receive the notice shall not invalidate or otherwise have any effect upon a public meeting or public hearing or action taken on the application.

- (4) Village website. Notice of the Plan Commission public hearing shall be posted on the Village webpage. The failure of any person required by this section to receive the notice shall not invalidate or otherwise have any effect upon a public meeting or public hearing or action taken on the application.
- E. Review and action by Plan Commission. Within 60 days after the public hearing, or an extension of said period requested in writing or electronic format by the applicant and granted by the Commission, the Plan Commission shall take final action on the conditional use permit request. The Commission may approve the conditional use as originally proposed, may approve the proposed conditional use with conditions or modifications, or may deny approval of the proposed conditional use and include reasons for denial. Any action to approve or amend the proposed conditional use permit requires a majority vote of Commission members in attendance.
- F. Appeal to the Board of Appeals. An appeal of a decision under Subsection E may be taken to the Board of Appeals by any person, firm or corporation or any officer, department, board, commission or agency of the Village who is aggrieved by the decision. Such appeal shall be made in writing to the Zoning Administrator within 30 days after the date of the Plan Commission's written decision. In the case of an appeal:
 - (1) The Zoning Administrator and Building Inspector shall issue no permits to enable commencement or continuation of building and other activities authorized by the conditional use permit and shall issue a stop-work order for any such activities already commenced.
 - (2) The Zoning Administrator shall immediately notify the applicant and property owner of the appeal in writing and shall schedule the appeal for consideration by the Board of Appeals.
 - (3) The Board of Appeals shall, by resolution, make a final decision to grant, with or without conditions, or to deny each application for a conditional use permit after receiving the Plan Commission's record and reviewing the Commission's findings and making its own findings as to whether or not the proposed use will satisfy the standards for approval set forth in Subsection G and shall have all of the powers of the Plan Commission under this section. The Board of Appeals' determination shall be final and subject to appeal to the circuit court under any procedure authorized by statute.
- G. Review criteria for conditional use permit.

(1) In this paragraph:

(a) “Conditional use” means a use allowed under a conditional use permit, special exception, or other special zoning permission issued by the Village, but does not include a variance.

(b) “Substantial evidence” means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.

(c) If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the Village ordinance(s) or those imposed by the Village Plan Commission, the Village shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance(s) and be based on substantial evidence.

(d) The requirements and conditions described under subd. (2)(a) must be reasonable and, to the extent practicable, measurable and may include conditions such as the permit's duration, transfer, or renewal. The applicant must demonstrate that the application and all requirements and conditions established by the Village relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence. The Village's decision to approve or deny the permit must be supported by substantial evidence.

(e) Once granted, a conditional use permit shall remain in effect as long as the conditions upon which the permit was issued are followed, but the Village may impose conditions such as the permit's duration, transfer, or renewal, in addition to any other conditions specified in the zoning ordinance(s) or by the Village Plan Commission.

(f) If the Village denies a person's conditional use permit application, the person may appeal the decision to the circuit court under the procedures contained in Wis. Stat. § 62.23(7)(e)10. a., or if the decision is on an application for an approval, as defined in Wis. Stat. § 781.10(1)(a), under the procedures described in Wis. Stat. § 62.23(7)(e)10. b.

~~(2)~~ ~~(1)~~ Is the proposed conditional use ~~in harmony~~ compatible with the Comprehensive Plan, this chapter, and any other plan, program, or ordinance adopted by the Village?

~~(3)~~ ~~(2)~~ The proposed conditional use does not, in its proposed location and as depicted on the required site plan, result in a substantial or adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future.

~~(4)~~ ~~(3)~~ Does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

~~(5)~~ ~~(4)~~ Is the proposed conditional use located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities, or services provided by public agencies serving the subject property?

- H. Issuance and recording of permit. Within 30 days following the granting of a conditional use permit, the Zoning Administrator shall issue to the applicant a written conditional use permit enumerating the details of the conditional use permit, including what land use(s) and/or development was approved and any conditions of approval. The Zoning Administrator shall record the conditional use permit against the property, assigning all costs thereof to the applicant.
- I. Effect of denial. No conditional use permit application that has been denied shall be resubmitted for a period of 12 months from the date of said order of denial, except on grounds of new evidence or proof of change of factors found valid by the Zoning Administrator.
- J. Termination of approved conditional use. Once a conditional use permit is granted, no erosion control permit, site plan approval, certificate of occupancy, zoning permit, or building permit shall be issued for any development that does not comply with all requirements of the conditional use permit and this chapter. Any conditional use found not to be in compliance with the terms of this chapter or the approved conditional use permit shall be considered in violation of this chapter and shall be subject to all applicable procedures and penalties. A conditional use permit may be revoked for such a violation by the Plan Commission, following the procedures outlined within 520-121 K. ~~for original granting of a conditional use permit.~~

- K. Revocation of Permits. The Planning Commission shall retain continuing jurisdiction over all activities authorized by the permit to assure compliance with this ordinance, other ordinances, and the permit terms. Such authority shall be in addition to the enforcement authority of the Zoning Administrator. Upon notice to the Planning Commission of an alleged violation of any permit, in its sole discretion, the Planning Commission may hold a public hearing to consider amending, suspending, or revoking the permit. Notice of the hearing and alleged violation shall be served upon the property owner and permit holder either in person or via certified mail to the address provided on the permit application form or otherwise provided to the Department prior to conducting the public hearing. The notice shall contain the date, time, and place of the hearing, a description of the property, a description of the activity authorized by the permit, and a statement of the alleged violation(s). Notice shall also be published as a class 2 notice. Any person may appear at such hearing and testify in person or be represented by an agent or attorney. The Planning Commission, at its sole discretion, may hold additional public hearings. If the Planning Commission finds after the hearing that the permit holder is not in compliance with the terms of the permit, it may amend, suspend, or revoke the permit. The decision of the Committee shall be furnished to the permit holder in writing, stating the reasons therefore.
- L ~~K.~~ Time limits on development of conditional use. The start of construction of any and all conditional uses shall be initiated within 365 days of approval of the associated conditional use permit and shall be operational within 730 days of said approval. Failure to initiate development within this period shall automatically constitute a revocation of the conditional use permit. For the purposes of this section, "operational" shall be defined as occupancy of the conditional use.
- M ~~L.~~ Renewals. The permit holder may submit an application for renewal along with the appropriate fee for renewal prior to the expiration of the time limit on the permit, if any. No conditional use permit renewal shall be required to go through a new public hearing.
- N ~~M.~~ Discontinuance of approved conditional use. Any and all conditional uses that have been discontinued for a period exceeding 365 days shall have their conditional use permit automatically invalidated and receive no treatment as a legal prior nonconforming use. The burden of proof shall be on the property owner to conclusively demonstrate that the conditional use was operational during this period.
- O ~~N.~~ Change of ownership. All requirements of the approved conditional use permit shall be continued regardless of ownership of the subject property and shall

run with the land, except as otherwise limited by this chapter or by a specific condition attached to the conditional use permit. Modification, alteration, or expansion of any conditional use in violation of the approved conditional use permit, without approval by the Plan Commission, shall be considered a violation of this chapter and shall be grounds for revocation of said conditional use permit.

- P Θ.** Uses now regulated as conditional uses that were legal land uses (permitted by right or as conditional uses) prior to effective date of this section. A use now regulated as a conditional use that was a legal land use — either permitted by right or as a conditional use — prior to the effective date of this section shall be considered as a legal, conforming land use so long as any previously approved conditions of use and site plan are followed. Any substantial modification of such use or any previously approved condition of such use, in the determination of the Zoning Administrator, shall require application and Village consideration of a new conditional use permit under this section.

VILLAGE OF KRONENWETTER
 Marathon County, Wisconsin
 An Ordinance Amending the Code of the Village of Kronenwetter
 ORDINANCE NO.: 25-04
 Chapter 520 - ZONING
 Amending ARTICLE XV. - PROCEDURES AND ADMINISTRATION
 § 520-121. – Conditional use permits.

WHEREAS, the Village of Kronenwetter Plan Commission has recommended the Village Board adopt language to update existing code relating to appeals and to comply with State Statutes

NOW, THEREFORE, BE ORDAINED by the Village of Kronenwetter Village Board as follows:

Proposed Amendments to Chapter 520 – ZONING
Amending ARTICLE XV. - PROCEDURES AND ADMINISTRATION

§ 520-121 Conditional use permits.

A. Initiation of conditional use permit. Any person, firm, corporation, or organization having a freehold interest or a possessory interest entitled to exclusive possession, or a contractual interest that may become a freehold interest or an exclusive possessory interest, and that is specifically enforceable on the land for which a conditional use is sought, may file an application to use such land for one or more of the conditional uses in the zoning district in which such land is located.

B. Application for conditional use permit. No application for a conditional use permit shall be placed on any agenda as an item to be acted upon unless the Zoning Administrator has certified acceptance of a complete application. Prior to publication of the required notice of public hearing, the applicant shall provide the Zoning Administrator with the complete application certified by the Zoning Administrator, including an easily reproducible electronic copy plus hardcopies in a quantity directed by the Zoning Administrator. Said complete application shall be composed of all of the following:

- (1) A completed conditional use permit application form furnished by the Zoning Administrator.
- (2) A written description of the proposed conditional use describing the type of activities, buildings, and structures proposed for the subject property and their general locations.
- (3) A site plan of the subject property, with any alterations as may be proposed to accommodate the conditional use. If the conditional use will make use of existing site

improvements only, a site plan need only be of sufficient detail to confirm the portion of the site used by the conditional use.

(4) Written justification for the proposed conditional use consisting of the reasons why the applicant believes the proposed conditional use is appropriate, particularly as evidenced by compliance with the approval criteria set forth in this section.

(5) Any other plans and information deemed necessary by the Zoning Administrator or the Plan Commission to ensure that the intent of this chapter is fulfilled.

(6) A fee as established by the Village Board and stated in the Village of Kronenwetter's fee schedule.

C. Zoning Administrator review and recommendation.

(1) The Zoning Administrator shall determine whether the application is complete and fulfills the requirements of this chapter. Only a complete application in the determination of the Zoning Administrator shall entitle a public hearing under Subsection D. The Zoning Administrator shall inform the applicant if the application is incomplete in his or her determination.

(2) Once the Zoning Administrator determines that the application is complete, the Zoning Administrator or designee shall authorize the public hearing and prepare a written evaluation of the application based on the criteria for evaluating conditional use permits in Subsection G below. The Zoning Administrator shall forward a copy of the evaluation to the Plan Commission.

D. Notice of public hearing.

(1) Upon receipt of a conditional use permit application, and following publication in the Village of a class 2 notice under Wis. Stat. ch. 985, the Village shall hold a public hearing on the application.

(2) Public notice. Notice of the Plan Commission public hearing shall be sent by regular first class mail to the subject property. Notice of the Planning Commission public hearing shall be sent at least 10 calendar days prior to the Planning Commission public hearing. The notice shall be prepared and mailed by the Village. The failure of any person required by this section to receive the notice shall not invalidate or otherwise have any effect upon a public meeting or public hearing or action taken on the application.

(3) Local government notice. The Village shall send one copy of the application at least 10 calendar days prior to the Plan Commission public hearing to the adjoining local government for review and comment when the project affects another municipality, or the primary access to the affected property is through an adjoining municipality. The failure of any person required by this section to receive the notice shall not invalidate or otherwise have any effect upon a public meeting or public hearing or action taken on the application.

(4) Village website. Notice of the Plan Commission public hearing shall be posted on the Village webpage. The failure of any person required by this section to receive the notice shall not invalidate or otherwise have any effect upon a public meeting or public hearing or action taken on the application.

E. Review and action by Plan Commission. Within 60 days after the public hearing, or an extension of said period requested in writing or electronic format by the applicant and granted by the Commission, the Plan Commission shall take final action on the conditional use permit request. The Commission may approve the conditional use as originally proposed, may approve the proposed conditional use with conditions or modifications, or may deny approval of the proposed conditional use and include reasons for denial. Any action to approve or amend the proposed conditional use permit requires a majority vote of Commission members in attendance.

F. Appeal to the Board of Appeals. An appeal of a decision under Subsection E may be taken to the Board of Appeals by any person, firm or corporation or any officer, department, board, commission or agency of the Village who is aggrieved by the decision. Such appeal shall be made in writing to the Zoning Administrator within 30 days after the date of the Plan Commission's written decision. In the case of an appeal:

(1) The Zoning Administrator and Building Inspector shall issue no permits to enable commencement or continuation of building and other activities authorized by the conditional use permit and shall issue a stop-work order for any such activities already commenced.

(2) The Zoning Administrator shall immediately notify the applicant and property owner of the appeal in writing and shall schedule the appeal for consideration by the Board of Appeals.

(3) The Board of Appeals shall, by resolution, make a final decision to grant, with or without conditions, or to deny each application for a conditional use permit after receiving the Plan Commission's record and reviewing the Commission's findings and making its own findings as to whether or not the proposed use will satisfy the standards for approval set forth in Subsection G and shall have all of the powers of the Plan Commission under this section. The Board of Appeals' determination shall be final and subject to appeal to the circuit court under any procedure authorized by statute.

G. Review criteria for conditional use permit.

(1) In this paragraph:

(a) "Conditional use" means a use allowed under a conditional use permit, special exception, or other special zoning permission issued by the Village, but does not include a variance.

(b) "Substantial evidence" means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.

(c) If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the Village ordinance(s) or those imposed by the Village Plan Commission, the Village shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance(s) and be based on substantial evidence.

(d) The requirements and conditions described under subd. (2)(a) must be reasonable and, to the extent practicable, measurable and may include conditions such as the permit's duration, transfer, or renewal. The applicant must demonstrate that the application and all requirements and conditions established by the Village relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence. The Village's decision to approve or deny the permit must be supported by substantial evidence.

(e) Once granted, a conditional use permit shall remain in effect as long as the conditions upon which the permit was issued are followed, but the Village may impose conditions such as the permit's duration, transfer, or renewal, in addition to any other conditions specified in the zoning ordinance(s) or by the Village Plan Commission.

(f) If the Village denies a person's conditional use permit application, the person may appeal the decision to the circuit court under the procedures contained in Wis. Stat. § 62.23(7)(e)10. a., or if the decision is on an application for an approval, as defined in Wis. Stat. § 781.10(1)(a), under the procedures described in Wis. Stat. § 62.23(7)(e)10. b.

(2) Is the proposed conditional use compatible with the Comprehensive Plan, this chapter, and any other plan, program, or ordinance adopted by the Village?

(3) The proposed conditional use does not, in its proposed location and as depicted on the required site plan, result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future.

(4) Does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

(5) Is the proposed conditional use located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities, or services provided by public agencies serving the subject property?

H. Issuance and recording of permit. Within 30 days following the granting of a conditional use permit, the Zoning Administrator shall issue to the applicant a written conditional use permit enumerating the details of the conditional use permit, including what land use(s) and/or development was approved and any conditions of approval. The Zoning Administrator shall

record the conditional use permit against the property, assigning all costs thereof to the applicant.

I. Effect of denial. No conditional use permit application that has been denied shall be resubmitted for a period of 12 months from the date of said order of denial, except on grounds of new evidence or proof of change of factors found valid by the Zoning Administrator.

J. Termination of approved conditional use. Once a conditional use permit is granted, no erosion control permit, site plan approval, certificate of occupancy, zoning permit, or building permit shall be issued for any development that does not comply with all requirements of the conditional use permit and this chapter. Any conditional use found not to be in compliance with the terms of this chapter or the approved conditional use permit shall be considered in violation of this chapter and shall be subject to all applicable procedures and penalties. A conditional use permit may be revoked for such a violation by the Plan Commission, following the procedures outlined within 520-121 K.

K. Revocation of Permits. The Plan Commission shall retain continuing jurisdiction over all activities authorized by the permit to assure compliance with this ordinance, other ordinances, and the permit terms. Such authority shall be in addition to the enforcement authority of the Zoning Administrator. Upon notice to the Plan Commission of an alleged violation of any permit, in its sole discretion, the Plan Commission may hold a public hearing to consider amending, suspending, or revoking the permit. Notice of the hearing and alleged violation shall be served upon the property owner and permit holder either in person or via certified mail to the address provided on the permit application form or otherwise provided to the Department prior to conducting the public hearing. The notice shall contain the date, time, and place of the hearing, a description of the property, a description of the activity authorized by the permit, and a statement of the alleged violation(s). Notice shall also be published as a class 2 notice. Any person may appear at such hearing and testify in person or be represented by an agent or attorney. The Plan Commission, at its sole discretion, may hold additional public hearings. If the Plan Commission finds after the hearing that the permit holder is not in compliance with the terms of the permit, it may amend, suspend, or revoke the permit. The decision of the Plan Commission shall be furnished to the permit holder in writing, stating the reasons therefore.

L. Time limits on development of conditional use. The start of construction of any and all conditional uses shall be initiated within 365 days of approval of the associated conditional use permit and shall be operational within 730 days of said approval. Failure to initiate development within this period shall automatically constitute a revocation of the conditional use permit. For the purposes of this section, "operational" shall be defined as occupancy of the conditional use.

M. Renewals. The permit holder may submit an application for renewal along with the appropriate fee for renewal prior to the expiration of the time limit on the permit, if any. No conditional use permit renewal shall be required to go through a new public hearing.

N. Discontinuance of approved conditional use. Any and all conditional uses that have been discontinued for a period exceeding 365 days shall have their conditional use permit automatically invalidated and receive no treatment as a legal prior nonconforming use. The burden of proof shall be on the property owner to conclusively demonstrate that the conditional use was operational during this period.

O. Change of ownership. All requirements of the approved conditional use permit shall be continued regardless of ownership of the subject property and shall run with the land, except as otherwise limited by this chapter or by a specific condition attached to the conditional use permit. Modification, alteration, or expansion of any conditional use in violation of the approved conditional use permit, without approval by the Plan Commission, shall be considered a violation of this chapter and shall be grounds for revocation of said conditional use permit.

P. Uses now regulated as conditional uses that were legal land uses (permitted by right or as conditional uses) prior to effective date of this section. A use now regulated as a conditional use that was a legal land use — either permitted by right or as a conditional use — prior to the effective date of this section shall be considered as a legal, conforming land use so long as any previously approved conditions of use and site plan are followed. Any substantial modification of such use or any previously approved condition of such use, in the determination of the Zoning Administrator, shall require application and Village consideration of a new conditional use permit under this section.

PASSED and ADOPTED this 23rd day of June 2025

By: _____

Dave Baker, Village President

(SEAL)

ATTEST:

Jennifer Poyer, Village Clerk



Report to Village Board

Agenda Item: Proposed changes to § 520-124. - Site plan procedures.

Meeting Date: June 23, 2025

Referring Body: Plan Commission

Committee Contact: Dave Baker

Staff Contact: Peter Wegner, CD/PZ Director

Report Prepared by: Peter Wegner, CD/PZ Director

AGENDA ITEM: Proposed changes to § 520-124. - Site plan procedures.

OBJECTIVE(S): Discussion and possible action to approve changes to § 520-124 - Site Plan Procedures.

HISTORY/BACKGROUND: The Plan Commission has been reviewing proposed changes to §520-121. – Conditional use permits. The Plan Commission acknowledged changes to §520-124. - Site plan procedures should be considered to provide consistency. Specifically, changes under 520-124 H. Action by Plan Commission: appeal procedure and 520-121 I. Action by Village Board.

On February 17, 2025, staff was directed to make changes to 520-124 H. and I related to the appeal process.

On March 17, 2025, the Plan Commission reviewed and approved the proposed changes. As a result, the Plan Commission directed staff to schedule a public hearing on April 21, 2025, to gather public input related to these changes.

On 4/21/2025, the Plan Commission held a public hearing and recommended an Ordinance Amendment be forwarded to the Village Board approval.

On 5/12/2025, the Village Board discussed the proposed Ordinance Amendment. Action was delayed to allow new Village Board Trustees time to consider that being proposed.

RECOMMENDED ACTION: Review proposed language and approve Ordinance Amendment as recommended by the Plan Commission.

ATTACHMENTS: Proposed changes to § 520-124. - Site plan procedures and Ordinance Amendment.

Proposed Language 4/21/2025 Public Hearing

§ 520-124. - Site plan procedures.**Sections A. – G. unchanged**

H. Action by plan commission; appeal procedure. Except as provided in subsection I, the plan commission shall, within 45 days of a complete submittal, approve the site plan as presented, approve the site plan with conditions, or reject the site plan, indicating reasons for rejection, unless this time frame is extended by written agreement of the applicant. Such deadline may be extended by written or electronic agreement from the applicant. The zoning administrator shall notify the applicant of such action in writing on a form designed for that purpose. Within ~~20~~ 30 days of such action, the applicant may appeal in writing all or part of the plan commission's decision to the ~~village board~~ Board of Appeals. During the appeal process, the zoning administrator and building inspector are authorized to hold the issuance of permits to enable commencement or continuation of building and other activities authorized by the zoning administrator's decision, and to issue a stop-work order for any such activities already commenced. The ~~village board~~ Board of Appeals may affirm, modify, or reverse the plan commission's decision. The plan commission shall inform the village board of all site plans submitted, reviewed, approved, and rejected under this subsection H during each meeting.

I. Action by village board.

(1) The plan commission shall not determine a site plan application, but shall forward the complete site plan application or components thereof, all associated materials, and a report and recommendation to the village board in all cases where at least one of the following conditions is present:

~~(a) The applicant has indicated on the application form a desire for village board action instead of plan commission action.~~

~~(b) The application is filed concurrently with a rezoning application for the same site.~~

(a) ~~(c)~~ The site plan is for a large retail and commercial service development as described in section 520-77.

(b) ~~(d)~~ The site plan proposes public improvements other than driveway connections to public streets and sanitary sewer or water lateral connections to existing public mains, or in the opinion of the commission requires such improvements.

~~(e) A written agreement between the village and applicant requires village board approval of the site plan.~~

(2) In the above instances, the village board shall, between ten and 60 days of submittal of plan commission referral, approve the site plan as presented, approve the site plan with conditions, or reject the site plan, including reasons for rejection, unless this time frame is extended by written or electronic agreement of the applicant. The zoning administrator shall notify the applicant of such action in writing on a form designed for this purpose.

J. Appeal to ~~village board~~ the Board of Appeals. An appeal of a decision under subsection H may be taken to the ~~village board~~ Board of Appeals by any person, firm or corporation or any officer, department, board, commission or agency of the village who is aggrieved by the decision. Such appeal shall be made in writing to the zoning administrator within ~~ten~~ 30 days after the date of the commission's decision. In the case of an appeal:

(1) The zoning administrator and building inspector shall issue no permits to enable commencement or continuation of building and other activities authorized by the site plan, and shall issue a stop-work order for any such activities already commenced.

(2) The zoning administrator shall immediately notify the applicant and property owner of the appeal in writing and shall schedule the appeal for consideration ~~village board~~ by the Board of Appeals.

(3) The ~~village board~~ Board of Appeals shall, ~~by resolution,~~ make a final decision to grant, with or without conditions, or to deny each application for site plan approval after receiving and reviewing the commission's findings and making its own findings as to whether or not the proposed use will satisfy the standards for approval set forth in subsection G, and shall have all of the powers of the Plan ~~eCommission~~ under this section. The ~~village board's Board of Appeals'~~ determination shall be final and subject to appeal to the circuit court under any procedure authorized by statute.

VILLAGE OF KRONENWETTER
 Marathon County, Wisconsin
 An Ordinance Amending the Code of the Village of Kronenwetter
 ORDINANCE NO.: 25-05
 Chapter 520 - ZONING
 Amending ARTICLE XV. - PROCEDURES AND ADMINISTRATION
 § 520-124. - Site plan procedures.

WHEREAS, the Village of Kronenwetter Plan Commission has recommended the Village Board adopt language to update existing code relating to appeals and to provide consistency with other sections.

NOW, THEREFORE, BE ORDAINED by the Village of Kronenwetter Village Board, as follows:

Proposed Amendments to Chapter 520 – ZONING
Amending ARTICLE XV. - PROCEDURES AND ADMINISTRATION

§ 520-124. - Site plan procedures.

Sections A. – G. unchanged

H. Action by plan commission; appeal procedure. Except as provided in subsection I, the plan commission shall, within 45 days of a complete submittal, approve the site plan as presented, approve the site plan with conditions, or reject the site plan, indicating reasons for rejection, unless this time frame is extended by written agreement of the applicant. Such deadline may be extended by written or electronic agreement from the applicant. The zoning administrator shall notify the applicant of such action in writing on a form designed for that purpose. Within 30 days of such action, the applicant may appeal in writing all or part of the Plan Commission's decision to the Board of Appeals. During the appeal process, the zoning administrator and building inspector are authorized to hold the issuance of permits to enable commencement or continuation of building and other activities authorized by the zoning administrator's decision, and to issue a stop-work order for any such activities already commenced. The Board of Appeals may affirm, modify, or reverse the plan commission's decision. The plan commission shall inform the village board of all site plans submitted, reviewed, approved, and rejected under this subsection H during each meeting.

I. Action by village board.

(1) The plan commission shall not determine a site plan application, but shall forward the complete site plan application or components thereof, all associated materials, and a report and recommendation to the village board in all cases where at least one of the following conditions is present:

(a) The applicant has indicated on the application form a desire for village board action instead of plan commission action.

(b) The application is filed concurrently with a rezoning application for the same site.

(c) The site plan is for a large retail and commercial service development as described in section 520-77.

(d) The site plan proposes public improvements other than driveway connections to public streets and sanitary sewer or water lateral connections to existing public mains, or in the opinion of the commission requires such improvements.

(2) In the above instances, the village board shall, between ten and 60 days of submittal of plan commission referral, approve the site plan as presented, approve the site plan with conditions, or reject the site plan, including reasons for rejection, unless this time frame is extended by written or electronic agreement of the applicant. The zoning administrator shall notify the applicant of such action in writing on a form designed for this purpose.

J. Appeal to the Board of Appeals. An appeal of a decision under subsection H may be taken to the Board of Appeals by any person, firm or corporation or any officer, department, board, commission or agency of the village who is aggrieved by the decision. Such appeal shall be made in writing to the zoning administrator within 30 days after the date of the commission's decision. In the case of an appeal:

(1) The zoning administrator and building inspector shall issue no permits to enable commencement or continuation of building and other activities authorized by the site plan, and shall issue a stop-work order for any such activities already commenced.

(2) The zoning administrator shall immediately notify the applicant and property owner of the appeal in writing and shall schedule the appeal for consideration by the Board of Appeals.

(3) The Board of Appeals shall make a final decision to grant, with or without conditions, or to deny each application for site plan approval after receiving and reviewing the commission's findings and making its own findings as to whether or not the proposed use will satisfy the standards for approval set forth in subsection G, and shall have all of the powers of the Plan Commission under this section. The Board of Appeals' determination shall be final and subject to appeal to the circuit court under any procedure authorized by statute.

PASSED and ADOPTED this 23rd day of June 2025

By: _____

Dave Baker, Village President

(SEAL)

ATTEST:

Jennifer Poyer, Village Clerk



REPORT TO VILLAGE BOARD

ITEM NAME:	Von Briesen Report
MEETING DATE:	July 14, 2025
PRESENTING COMMITTEE:	None
COMMITTEE CONTACT:	David Baker
STAFF CONTACT:	Jennifer Poyer
PREPARED BY:	David Baker

ISSUE: The Village spent in excess of \$64,725 on legal fees in 2024 in response to a complaint from a Village staff member (employee) about a Village Trustee. Some believe that this large sum of money was spent without properly following the applicable Village Ordinances and Policy. Others believe that the staff member and the Von Briesen Attorney treated the employee as the client, when the Village, through the governing Body, was the actual client.

As a broader policy issue, it may be useful to develop or clarify policy regarding who is entitled to Village paid legal representation in cases of this and similar nature. To illustrate, in a neighboring community, an elected official who has been charged with or accused of an ethics violation is required to pay for his own legal defense, but other municipal employees, who are not charged with any violation are entitled to receive outside legal representation paid for by the municipality.

In recent times, some elected officials in the Village have been provided legal representation paid for by the Village while others have been denied the right to receive legal representation paid for by the Village.

OBJECTIVES: Determine if the actions related to hiring the Von Briesen Law Firm to prepare the “Von Briesen Report” followed Village Ordinance and Policy, including policy in the Handbook. Determine who and under what circumstances Village employees or Village elected officials are entitled to legal representation paid for by the Village.

ISSUE BACKGROUND/PREVIOUS ACTIONS:

PROPOSAL:

ADVANTAGES:

DISADVANTAGES:

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

RECOMMENDED ACTION: For Review and Discussion only at the July 14th meeting. Not agendized for action on July 14. This item will be on the July 28 Village Board agenda for discussion and possible action.

OTHER OPTIONS CONSIDERED:

TIMING REQUIREMENTS/CONSTRAINTS:

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

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

ATTACHMENTS (describe briefly):

From: "Lee D. Turonie" <LDT@dempseylaw.com>
Sent: Wed, 20 Dec 2023 00:51:04 +0000
To: "Chris Voll" <cvoll@kronenwetter.org>
Subject: RE: [External] Concerns Regarding Actions of Village Board Member

Chris,

I think that Sean's policy references are helpful. I do not think that these directly reach up to a Board member though. The role of the Administrator is under that of the Board; it is not as if an Administrator can discipline a Board member. The spirit of HR-002 is helpful guidance in general though. HR-009 is to satisfy the requirement of Wis. Stat. s. 66.0509(1m). This statute is limited in scope and was established in order to help pass Act 10 that did away with many public unions. Even if you shoehorned in the present matter somehow as "workplace safety" it is again, difficult to do anything directly to a Board member under that process. So it is again most helpful in a general guidance way.

It is really a Board discussion to probably discuss what is acceptable. There have been many adjustments that most persons do not even realize. Originally I suggested the employee-only signs for a different reason e.g. But a Board could certainly decide "no Board members hanging out in the employee offices unless invited." This was not a change made explicitly for this reason. But it turned out to be a step that could be explicitly discussed. There are others. No use of the office personnel for non-Board sanctioned uses (the investigation of WEC that I heard about e.g.). No filing of professional complaints unless the Board votes on it. Paying for your records requests. No disclosure of closed session discussions and attorney-client privilege unless Board approved. No calling up ex-employees to gloat about the "ex" part. Stripping of committee posts if you sue the Village. Not discussing unnoticed topics at meetings. No defamation. Enforcement mechanism for violations, such as citations even. Then we are not dependent on outside forces like the district attorney who are certainly not focused or even well equipped for addressing these things.

It is possible to write up a whole list, there is probably more things than I have even heard about. There are also many code of conduct type ordinances out there. I indicated previously about the one I found in Green Bay. There is statutory authority to police ourselves:

Wis. Stat. s. 61.34(1) "General grant. Except as otherwise provided by law, the village board shall have the management and control of the village property, finances, highways, streets, navigable waters, and the public service, and shall have power to act for the government and good order of the village, for its commercial benefit and for the health, safety, welfare and convenience of the public, and may carry its powers into effect by license, regulation, suppression, borrowing, taxation, special assessment, appropriation, fine, imprisonment, and other necessary or convenient means. **The powers hereby conferred shall be in addition to all other grants and shall be limited only by express language.**"

Wis. Stat. s. 61.32 "The board has power to preserve order at its meetings, compel attendance of trustees and punish nonattendance and it shall be judge of the election and qualification of its members."

The crux of the Clerk's complaint was (1) bringing to light some of the activity, which many do not realize on both the Board and the public; and (2) addressing it. Number (1) is fair as a public discussion that has been mainly occurring if at all piecemeal, behind the scenes, and not in an organized way. If the public does not even know about any of these things they cannot possibly consider them when voting. Number (2) is likely one of these code of conduct ordinances.

You do not need a separate ethics commission to do any of these things. That was the only point that I was trying to make months ago when that came up. The Board can do things if they are ready and willing.

Lee D. Turonie, Attorney
 Dempsey Law Firm, LLP
 Office: 715-848-2966
 Mobile: 608-334-6804
ldt@dempseylaw.com



Forest Hills
 10 Forest Avenue, Suite 200
 Forest Hills, WI 54935
 920-922-0470

De Pere
 2079 Lowmence Drive, Suite C
 De Pere, WI 54115
 920-235-7800

Wausau
 93 S. Harris Avenue, Suite 201
 Wausau, WI 54983
 920-224-9735

Wausau
 300 3rd Street, Suite 420
 Wausau, WI 54403
 715-848-2966

Oshkosh
 310 North Adams Street, Suite 100
 Oshkosh, WI 54901
 920-235-7300

Black River Falls
 132 Adams Street
 Black River Falls, WI 54615
 715-670-0048

Confidentiality: This e-mail message and all attachments may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, you should immediately stop reading this message and delete it from your system. Any unauthorized reading, distribution, copying, or other use of this message or its attachments is strictly prohibited.

From: Chris Voll <cvoll@kronenwetter.org>
Sent: Tuesday, December 19, 2023 12:48 PM
To: Lee D. Turonie <LDT@dempseylaw.com>
Subject: Fwd: Concerns Regarding Actions of Village Board Member

Sent from my iPhone

Begin forwarded message:

From: Sean Dumais <sdumais@kronenwetter.org>
Date: December 15, 2023 at 8:02:41 AM CST
To: Chris Voll <cvoll@kronenwetter.org>
Subject: Re: Concerns Regarding Actions of Village Board Member

President Voll,

I believe we the board need to address these concerns sooner than later. I know we are heading into the holiday season but that doesn't absolve us of our duties as the employer to act in a

reasonable time. Regardless if the accusations are valid or not the employee as well as the accused party deserve an expedient action be initiated. Failure to address this in a timely manner would be a dereliction of duty on our part. I assume a special meeting would need to be called to address this and my opinion is we should do so expeditiously to protect all involved.

On Dec 14, 2023, at 23:21, Sean Dumais <sdumais@kronenwetter.org> wrote:

Bobbi,

In accordance with the employee handbook policies HR002 and HR009 there is a process in which needs to be followed for action. That being said in the absence of a Village Administrator there are multiple steps that are unable to be fulfilled according to the policies that refer to department head and Administrator required actions. The waters become a bit murky here. HR009 doesn't come into play, which would involve the Board unless there has been a termination, disciplinary action, or a safety issue. None of those three items have taken place as of yet so we cant move to that policy. For HR002 the Board would presumably be the reasonable "next level" in the absence of the Administrator, however your concern is with a member of the Board so the Board member you are concerned with would not be fair and objective and the Board would have to come up with some provision to address that issue. With all of this in mind your email states how you feel but doesn't really ask for action in accordance with HR002 so I would suggest you request the board act in place of the Administrator to get the issue addressed appropriately. You as an employee should not feel as though you have no option to seek help however it is my opinion that you should word your concern in a manner that is requesting action in accordance with HR002 to ensure fair and equal treatment to all parties involved and to get discussions started.

On Dec 14, 2023, at 16:03, Bobbi Birk-LaBarge
<bbirklabarge@kronenwetter.org> wrote:

Village Board Members,

I would like all of you to know Trustee Ken Charneski has been reaching out to surrounding village clerks with open records request

on topics he is separately “investigating” on his own and is directing them on how he feels they should perform their job duties. One example is his communication with the Village of Weston clerk and she is beyond frustrated with Trustee Charneski. According to the Weston Village Clerk, Mr. Charneski has resorted to telling her how she should be doing her job as a clerk for the village of Weston and is directing her to perform incorrect job duties. It is one thing to submit an open records request for answers, but when one continues the conversation and begins to direct that employee from another community on how to perform their job duties. I believe such actions are inappropriate and unacceptable. The Weston Village Clerk was in shock that Trustee Charneski took it upon himself to email her and provide his personal correction in her job duties. She stated if she had to work for Kronenwetter as a clerk, she would quit and I think that statement alone speaks volumes. I informed her to report his actions to her Administrator Jamie Gebert.

I feel Trustee Charneski’s tactics and actions are inappropriate and have reached far beyond authority as an elected trustee. I sent an email less than two weeks ago, copying the board, telling Trustee Charneski I felt he was harassing me and to stop. Those actions have not stopped. Such actions have also been directed to other staff members here at the village, former staff members, and surrounding community clerks. I feel as if Trustee Charneski’s actions towards myself alone, have been severe and pervasive and I feel as if I have been intimidated, and that his actions are hostile and abusive. And now he has carried over his actions to clerks from surrounding municipalities.

Trustee Charneski is an elected government official. I am requesting Trustee Charneski’s unwarranted harassing behavior’s be addressed immediately. As employees, we have standards of conduct we have to follow and policies we are expected to follow. I believe that the same standards hold for Village of Kronenwetter elected officials as well.

As a result of Trustee Charneski’s personal comments during village board meetings, I feel as if the public is experiencing less confidence in my duties as your village clerk, and frankly I feel as if I am becoming a public embarrassment. I am feel as if I am an embarrassment to our residents due to Trustee Charneski’s inappropriate comments and questioning of my duties during

recorded meetings and worse, I feel like an embarrassment to other village clerks as I represent Kronenwetter and I am embarrassed by Trustee Charneski's inappropriate communication as an elected official for the Village of Kronenwetter with our surrounding clerks.

I feel I have made the village President and village board aware of my concerns, but have received no written response from the Village Board. We have policies in place and standards of conduct for employees but those standards and policies must not be clear to Trustee Charneski because his actions continue unabated. In addition, the Village Board has taken no actions regarding Mr. Charneski's behavior. Are the standards different for elected officials? I do not see this negative conduct in any other Trustees. How will the Village Board address my concerns and how will Mr. Charneski be held accountable for his actions? Trustee Charneski should be setting a positive example on how staff interacts with committee and board members, but he has set a tone that is disrespectful, inhumane, dysfunctional and bullying. He is the only trustee or committee member at this time that displays these types of unwarranted behaviors. Trustee Charneski's actions as a public official are not standard and he is interfering with my own work performance.

I feel it is VERY important you know how I feel and where I stand as an employee of this village.

Bobbi J. Birk-LaBarge

Village Clerk

Village of Kronenwetter

(715) 692-1728

(715) 301-8326 work cell

bbirklabarge@kronenwetter.org

Village Municipal Center

1582 Kronenwetter Drive Kronenwetter, WI

54455

Population: 8,539

<https://cms6.revize.com/revize/kronenwettervillage>



Elected Officials and Members of Village Committees: In order to comply with the Open Meetings Act requirements, please limit any reply to only the sender of this electronic communication.

Confidentiality Notice: This electronic mail transmission and any accompanying documents contain information belonging to the sender which may be confidential and legally privileged. This information is only for the use of the individual or entity to whom this electronic mail transmission was intended. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance on the contents of the information contained in this transmission is strictly prohibited. If you have received this transmission in error, please immediately contact the sender and delete this message. Thank you.

From: "Lee D. Turonie" <LDT@dempseylaw.com>
Sent: Thu, 21 Dec 2023 17:35:52 +0000
To: "Chris Voll" <cvoll@kronenwetter.org>
Subject: RE: [External] Concerns Regarding Actions of Village Board Member

Hi Chris,

I cannot even tell if Bobbi's original statement is about an election worker issue or not. I had actually taken it much more broadly, as if something like this is but one example. That is in part why my earlier analysis led to a code of conduct ordinance.

Regarding the libel comment, that's why I wrote that earlier email trying to explain defamation generally. This topic would probably be better assisted by a code of conduct ordinance than anything else that I could help with.

I have not previously been aware of the election inspector issue. Wis. Stat. s. 7.30 covers that. Lots of persons have had general frustrations with WEC, not a lot to be done there from the Village. I do note here though that some places have party lists and some do not and that causes some differences that could be part of the confusion here.

Lee D. Turonie, Attorney
 Dempsey Law Firm, LLP
 Office: 715-848-2966
 Mobile: 608-334-6804
ldt@dempseylaw.com



Fond du Lac 10 Forest Avenue, Suite 200 Fond du Lac, WI 54601 920.922.5470	De Pere 2079 Lawrence Drive, Suite C De Pere, WI 54115 920.235.7300	Wausau 85 S. Home Avenue, Suite 201 Wausau, WI 54983 920.324.9734	Wausau 300 3rd Street, Suite 420 Wausau, WI 54983 715.848.2966	Oshkosh 210 North Main Street, Suite 100 Oshkosh, WI 54901 920.235.7300	Brookfield 112 Main Street Brookfield, WI 53005 715.679.0048
---	--	--	---	--	---

Confidentiality: This e-mail message and all attachments may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, you should immediately stop reading this message and delete it from your system. Any unauthorized reading, distribution, copying, or other use of this message or its attachments is strictly prohibited.

From: Ken Charneski <kcharneski@kronenwetter.org>
Sent: Thursday, December 21, 2023 10:06 AM
To: Chris Voll <cvoll@kronenwetter.org>
Cc: cdem1@charter.net; Lee D. Turonie <LDT@dempseylaw.com>; Christopher Eiden <ceiden@kronenwetter.org>; Alex Vedvik <avedvik@kronenwetter.org>; Sean Dumais <sdumais@kronenwetter.org>; Tim Shaw <tshaw@kronenwetter.org>; Kelly Coyle <kellycoyle@kronenwetter.org>
Subject: Fw: Concerns Regarding Actions of Village Board Member

Chris,

This needs to be addressed. There are numerous claims being made here, and someone needs to ask her specifically what she is talking about in her accusations and assumptions. Perhaps an information request for all of my emails to and from her in the last 30 or 60 days, even 120, or more, to see if you can find anything to justify her statements.

More importantly, it looks to me like she is using language **highlighted** in some of her statements below that look to me like a foundation for future legal action if her claims are not addressed.

I can go through her email line by line to refute or elaborate on her statements if necessary, but for now, I think Mr Turonie should ask her some questions designed to see if she can provide a valid basis for her accusations. If not, she should retract them. She seems to me to go beyond typical criticism of public figures, and into the area of libel.

I think someone also needs to get her explanation of what she thinks the roles and obligations of clerks and elected officials are, and make sure everyone is on the same page with that.

The issue with the election workers is not a small matter. I have tried since last spring to get it worked out with Bobbi, and with the WEC, and with Ms. Manley, but no luck. The attached thread (Kim Manley's 10/24 email to the Board) gives a good summary of the situation, and the lack of cooperation that I have gotten. They never did get back to me after that last email.

I can provide emails addressing the election complaint starting from last March and going into summer, to anyone interested

The WEC suggested that I file complaints in order to get any real answers, and Kim Manley seems to be suggesting the same.

I have cc'd Mr Turonie, since Bobbi has already included him in this. I assume that some fact finding will take place, and that this matter will be handled correctly and in the best interests of the Village. I don't think that ignoring Bobbi's complaint is a wise option.

Thanks,

Ken Charneski

From: Bobbi Birk-LaBarge <bbirklabarge@kronenwetter.org>
Sent: Thursday, December 14, 2023 4:03 PM
To: Village Board <VillageBoard@kronenwetter.org>
Cc: cdem1@charter.net <cdem1@charter.net>; Lee D. Turonie <LDT@dempseylaw.com>
Subject: Concerns Regarding Actions of Village Board Member

Village Board Members,

I would like all of you to know Trustee Ken Charneski has been reaching out to surrounding village clerks with open records request on topics he is separately “investigating” on his own and is directing them on how he feels they should perform their job duties. One example is his communication with the Village of Weston clerk and she is beyond frustrated with Trustee Charneski. According to the Weston Village Clerk, Mr. Charneski has resorted to telling her how she should be doing her job as a clerk for the village of Weston and is directing her to perform incorrect job duties. It is one thing to submit an open records request for answers, but when one continues the conversation and begins to direct that employee from another community on how to perform their job duties. I believe such actions are inappropriate and unacceptable. The Weston Village Clerk was in shock that Trustee Charneski took it upon himself to email her and provide his personal correction in her job duties. She stated if she had to work for Kronenwetter as a clerk, she would quit and I think that statement alone speaks volumes. I informed her to report his actions to her Administrator Jamie Gebert.

I feel Trustee Charneski’s tactics and actions are inappropriate and have reached far beyond authority as an elected trustee. I sent an email less than two weeks ago, copying the board, telling Trustee Charneski I felt he was harassing me and to stop. Those actions have not stopped. Such actions have also been directed to other staff members here at the village, former staff members, and surrounding community clerks. I feel as if Trustee Charneski’s actions towards myself alone, have been severe and pervasive and I feel as if I have been intimidated, and that his actions are hostile and abusive. And now he has carried over his actions to clerks from surrounding municipalities.

Trustee Charneski is an elected government official. I am requesting Trustee Charneski’s unwarranted harassing behavior’s be addressed immediately. As employees, we have standards of conduct we have to follow and policies we are expected to follow. I believe that the same standards hold for Village of Kronenwetter elected officials as well.

As a result of Trustee Charneski’s personal comments during village board meetings, I feel as if the public is experiencing less confidence in my duties as your village clerk, and frankly I feel as if I am becoming a public embarrassment. I am feel as if I am an embarrassment to our residents due to Trustee Charneski’s inappropriate comments and questioning of my duties during recorded meetings and worse, I feel like an embarrassment to other village clerks as I represent Kronenwetter and I am embarrassed by Trustee Charneski’s inappropriate communication as an elected official for the Village of Kronenwetter with our surrounding clerks.

I feel I have made the village President and village board aware of my concerns, but have received no written response from the Village Board. We have policies in place and standards of

conduct for employees but those standards and policies must not be clear to Trustee Charneski because his actions continue unabated. In addition, the Village Board has taken no actions regarding Mr. Charneski's behavior. Are the standards different for elected officials? I do not see this negative conduct in any other Trustees. How will the Village Board address my concerns and how will Mr. Charneski be held accountable for his actions? Trustee Charneski should be setting a positive example on how staff interacts with committee and board members, but he has set a tone that is disrespectful, inhumane, dysfunctional and bullying. He is the only trustee or committee member at this time that displays these types of unwarranted behaviors. Trustee Charneski's actions as a public official are not standard and he is interfering with my own work performance.

I feel it is VERY important you know how I feel and where I stand as an employee of this village.

Bobbi J. Birk-LaBarge

Village Clerk

Village of Kronenwetter

(715) 692-1728

(715) 301-8326 work cell

bbirklabarge@kronenwetter.org

Village Municipal Center

1582 Kronenwetter Drive Kronenwetter, WI 54455

Population: 8,539

<https://cms6.revize.com/revize/kronenwettervillage>



Elected Officials and Members of Village Committees: In order to comply with the Open Meetings Act requirements, please limit any reply to only the sender of this electronic communication.

Confidentiality Notice: This electronic mail transmission and any accompanying documents contain information belonging to the sender which may be confidential and legally privileged. This information is only for the use of the individual or entity to whom this electronic mail transmission was intended. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance on the contents of the information contained in this transmission is strictly prohibited. If you have received this transmission in error, please immediately contact the sender and delete this message. Thank you.

From: "Lee D. Turonie" <LDT@dempseylaw.com>
Sent: Fri, 22 Dec 2023 16:56:16 +0000
To: "Bobbi Birk-LaBarge" <bbirklabarge@kronenwetter.org>
Cc: "Chris Voll" <cvoll@kronenwetter.org>
Subject: RE: [External] Concerns Regarding Actions of Village Board Member

Hi Bobbi,

Chris has been hearing from people and was cc'd below. It's like Tim says below in part, need to figure out what the process even is. I left Chris a message and cc'd him here. I think just wait to hear from Chris for now. I am too. In any case, happy holidays to you.

Lee D. Turonie, Attorney
 Dempsey Law Firm, LLP
 Office: 715-848-2966
 Mobile: 608-334-6804
ldt@dempseylaw.com



Fond Du Lac 10 Forest Avenue, Suite 200 Fond Du Lac, WI 54935 920-922-0470	De Pere 2079 Legerwood Drive, Suite 1 De Pere, WI 54115 920-235-7700	Wausau V3.5 Home Avenue, Suite 201 Wausau, WI 54983 920-324-9736	Wausau 500 3rd Street, Suite 400 Wausau, WI 54403 715-848-2966	Oshkosh 210 North Main Street, Suite 100 Oshkosh, WI 54901 920-235-7300	Black River Falls 132 Main Street Black River Falls, WI 54605 715-670-0048
---	---	---	---	--	---

Confidentiality: This e-mail message and all attachments may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, you should immediately stop reading this message and delete it from your system. Any unauthorized reading, distribution, copying, or other use of this message or its attachments is strictly prohibited.

From: Bobbi Birk-LaBarge <bbirklabarge@kronenwetter.org>
Sent: Friday, December 22, 2023 10:44 AM
To: Lee D. Turonie <LDT@dempseylaw.com>
Subject: FW: Concerns Regarding Actions of Village Board Member

Lee,

Have you heard from President Voll on this yet? Shall I supply the information requested by Trustee Shaw? I guess I am looking for direction.

Bobbi Birk-LaBarge
 Village Clerk – Kronenwetter

From: "Chris Voll" <cvoll@kronenwetter.org>
Sent: Fri, 22 Dec 2023 13:10:06 -0600
To: "Lee D. Turonie" <LDT@dempseylaw.com>
Cc: "Bobbi Birk-LaBarge" <bbirklabarge@kronenwetter.org>
Subject: Re: [External] Concerns Regarding Actions of Village Board Member
Attachments: image003.jpg, image004.png, image005.png

Hi Bobbi, I wanted to let you know that I have read your email and I've talk to some other trustees and they have also read your email. We want to address these concerns and will be planning a meeting to address this issue. I would recommend that you gather what information you have as examples so we may utilize those as we move forward. I'm planning to have a board meeting to discuss this after the holidays.

Thank you,
 Chris

Sent from my iPhone

On Dec 22, 2023, at 10:56 AM, Lee D. Turonie <LDT@dempseylaw.com> wrote:

Hi Bobbi,
 Chris has been hearing from people and was cc'd below. It's like Tim says below in part, need to figure out what the process even is. I left Chris a message and cc'd him here. I think just wait to hear from Chris for now. I am too. In any case, happy holidays to you.

Lee D. Turonie, Attorney
 Dempsey Law Firm, LLP
 Office: 715-848-2966
 Mobile: 608-334-6804
ldt@dempseylaw.com
 <image003.jpg>

Confidentiality: This e-mail message and all attachments may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, you should immediately stop reading this message and delete it from your system. Any unauthorized reading, distribution, copying, or other use of this message or its attachments is strictly prohibited.

From: Bobbi Birk-LaBarge <bbirklabarge@kronenwetter.org>
Sent: Friday, December 22, 2023 10:44 AM

To: Lee D. Turonie <LDT@dempseylaw.com>

Subject: FW: Concerns Regarding Actions of Village Board Member

Lee,

Have you heard from President Voll on this yet? Shall I supply the information requested by Trustee Shaw? I guess I am looking for direction.

Bobbi Birk-LaBarge

Village Clerk – Kronenwetter

From: Tim Shaw <tshaw@kronenwetter.org>

Sent: Thursday, December 21, 2023 6:29 PM

To: Bobbi Birk-LaBarge <bbirklabarge@kronenwetter.org>; Chris Voll <cvoll@kronenwetter.org>

Subject: Re: Concerns Regarding Actions of Village Board Member

Bobbi,

I appreciate your comments and would like to address them with the board members at a meeting. I'm not sure on the exact process in this situation, so I'll look to president Voll to give direction. I understand that trustee Charneski challenges and holds people accountable at times. However, I don't necessarily see that as a generally bad thing. He is usually very well read on policy, procedure, and statutorily in most of his responses/opinions.

That said, I believe the board needs to evaluate what you say is, and has been, going on. Can you please get me specific examples of what exactly is being said, or, better yet, get me written examples such as copies of emails, etc. so I/we can evaluate them, and the board can opine on them?

Please don't mistake my request for detail as a challenge to your comments/opinions, or as supporting or condoning anything that is happening in any way. And, on the other hand, I'm certainly not supporting your opinions at this time with my request either. I'm simply doing what I think is my/our due diligence to evaluate this matter since you have brought it to our attention.

Respectfully,
Tim Shaw

From: "Alex Vedvik" <avedvik@kronenwetter.org>
Sent: Thu, 18 Jan 2024 18:14:40 -0600
To: "Chris Voll" <cvoll@kronenwetter.org>; "Lee D. Turonie" <ldt@dempseylaw.com>
Subject: Re: Concerns Regarding Actions of Village Board Member

President Voll,

In regards to this email sent by Trustee Dumais, I do agree that a special meeting should be called ahead of our regularly scheduled meeting. However, I disagree with Trustee Dumais in regards to the closed vs. open session meeting, at least for large portions of the complaint.

It appears Ms. Birk-Larbage is not only comfortable with the discussion being conducted in Open Session, but she is in fact requesting that it be performed in Open Session.

I think there is other information out there in terms of interactions with staff and others that needs to be addressed in Open Session as well, however, I believe we should keep staff names out of the discussion that have not definitively stated they are comfortable with nor definitively stated a discussion should be held in Open Session.

The one way I agree with Trustee Dumais is that I believe this meeting will be quite confrontational so I would request a written record be assembled to base the discussion. In essence if a specific framework is not provided to discuss the official complaint, I am afraid it could be taken off-course quite simply.

Thus, I strongly suggest that we all have access to the same information in which to base our understanding of the situation. I think a start is a record of all written communications between Trustee Charneski and the Village Clerk. Beyond that, perhaps the Village Attorney has suggestions on what evidence should be presented and how this evidence should be presented for discussion.

If for some reason the most serious parts of the complaint are decided to be had in closed session, I believe only a small portion of the discussion should be contained in closed session. I STRONGLY believe that there is more here that does not rise to the level of being in closed session and I believe many of the communications are in fact public records and not only can be discussed in open session, but should be discussed in open session. So, if President Voll and the Attorney agree that some of this pertaining to the complaint should be in Closed Session, I believe we should have an additional item for Open Session to discuss all the pieces of the situation that are clearly public records. It would be a disservice to our citizens and staff to attempt to sweep all of this situation, as well as the repeated behavior of Trustee Charneski (and possibly others,) under the rug.

The attempt to bury all if this is nothing but an attempt by Trustees Shaw, Dumais, and Charneski to cover up their behavior towards Village staff, the citizens of Kronenwetter, and our citizens, conveniently just ahead of the April 2024 primary and general election.

I implore you Mr. President to stand strong in the face of the obstructionists looking to suppress the likely overwhelming evidence corroborating the repeated issue regarding the behavior of certain current and former elected officials towards staff!

Sincerely,

Trustee Alexander Vedvik

From: Sean Dumais <sdumais@kronenwetter.org>

Sent: Wednesday, January 17, 2024 6:20 PM

Cc: Village Board <VillageBoard@kronenwetter.org>; Lee D. Turonie <LDT@dempseylaw.com>

Subject: Re: Concerns Regarding Actions of Village Board Member

This email is being sent to the entire Board, PLEASE DO NOT REPLY ALL.

President Voll,

As you know in every situation in the past I have refrained from copying more people than just yourself on emails but the time has come that everyone needs to be involved. In the absence of a village administrator the Board as a whole, no one individual, are to act on employee concerns per HR002. Following the chain Bobbi didn't have an Admin to file the concern with so she went to us. WE THE BOARD HAVE FAILED. When an employee files a concern it needs to be acted on in a timely manner. The Board has not taken any action whatsoever, 4 weeks of inaction is not acceptable. Individual trustees have acknowledged Bobbi's email, individual trustees have requested you take action to get this on the agenda. To date the employee still hasn't received any action from the board. If there were an administrator present and they ignored an employees request for this long we the board would be on them about not doing their job. This is no different. Both the employee and the accused deserve resolution in a timely manner. I agree 100% that a special meeting should be called when she returns from vacation.

Furthermore, I implore you to place this in a closed session meeting. It is time to put political differences aside as well as personal feelings and look at this from the perspective it should be looked at, what is best for the Village, not a political ideology, not personal opinions of others, and not personal vendettas. Holding this in an open session will cause far more damage than not. If the employee is

embarrassed publicly that may lead to her leaving our employ. If the trustee is painted in a bad light then the media is going to run with another scandal story. Until we the board have all of the actual facts and can weed out all of the peripheral noise it is not in the Villages best interest to just start airing out random opinions and feelings destroying peoples reputations. The public will find out what is going on once everything is sifted through by our action/vote just as they did when action was taken with a previous trustee. We have no reason nor right to hide the truth from the public but we have an obligation to do our due diligence before creating more upheaval. Simply making an accusation doesn't make the accused guilty of anything and likewise being guilty of something doesn't make the accuser some sort of problem person. We the board need to see all of the information and then make a decision that is best for the village. We constantly avoid uncomfortable topics for some reason and our duty isn't to be comfortable, it is to do what's right for the Village.

Please call a special meeting when Bobbi returns and let's do our duty and handle this issue.

On Jan 17, 2024, at 16:49, Bobbi Birk-LaBarge <bbirklabarge@kronenwetter.org> wrote:

Village Board members:

I sent the below email on December 14, 2023. My concerns have not since been addressed. I will be on vacation January 22-24, 2024. I will return to work on January 25th. I am requesting either a special meeting prior to the next regular scheduled village board meeting in February 12, 2024 or if that is not feasible due to circumstances beyond your control, I will settle for the February 12, 2024 meeting for my concerns to be addressed.

Yesterday, after speaking with the League of Municipalities attorney, I am also requesting this subject item be conducted in OPEN session as the WI Legislature 19.85 indicates the closed session wording "may be" convened. I am requesting President Voll consult with our Village Attorney and make the final decision based on legal direction from a legal professional to avoid another delay as displayed during our January 15, 2024 Special Village Board meeting.

Thank you,

Bobbi Birk-LaBarge
Village Clerk – Kronenwetter

From: Bobbi Birk-LaBarge

Sent: Thursday, December 14, 2023 4:04 PM

To: Village Board <VillageBoard@kronenwetter.org>

Cc: cdem1@charter.net; Lee D. Turonie <LDT@dempseylaw.com>

Subject: Concerns Regarding Actions of Village Board Member

Village Board Members,

I would like all of you to know Trustee Ken Charneski has been reaching out to surrounding village clerks with open records request on topics he is separately “investigating” on his own and is directing them on how he feels they should perform their job duties. One example is his communication with the Village of Weston clerk and she is beyond frustrated with Trustee Charneski. According to the Weston Village Clerk, Mr. Charneski has resorted to telling her how she should be doing her job as a clerk for the village of Weston and is directing her to perform incorrect job duties. It is one thing to submit an open records request for answers, but when one continues the conversation and begins to direct that employee from another community on how to perform their job duties. I believe such actions are inappropriate and unacceptable. The Weston Village Clerk was in shock that Trustee Charneski took it upon himself to email her and provide his personal correction in her job duties. She stated if she had to work for Kronenwetter as a clerk, she would quit and I think that statement alone speaks volumes. I informed her to report his actions to her Administrator Jamie Gebert.

I feel Trustee Charneski’s tactics and actions are inappropriate and have reached far beyond authority as an elected trustee. I sent an email less than two weeks ago, copying the board, telling Trustee Charneski I felt he was harassing me and to stop. Those actions have not stopped. Such actions have also been directed to other staff members here at the village, former staff members, and surrounding community clerks. I feel as if Trustee Charneski’s actions towards myself alone, have been severe and pervasive and I feel as if I have been intimidated, and that his actions are hostile and abusive. And now he has carried over his actions to clerks from surrounding municipalities.

Trustee Charneski is an elected government official. I am requesting Trustee Charneski’s unwarranted harassing behavior’s be addressed immediately. As employees, we have standards of conduct we have to follow and policies we are expected to follow. I believe that the same standards hold for Village of Kronenwetter elected officials as well.

As a result of Trustee Charneski’s personal comments during village board meetings, I feel as if the public is experiencing less confidence in my duties as your village clerk, and frankly I feel as if I am becoming a public embarrassment. I am feel as if I am an embarrassment to our residents due to Trustee Charneski’s inappropriate comments and questioning of my duties during recorded meetings and worse, I feel like an embarrassment to other village clerks as I represent Kronenwetter and I am embarrassed by Trustee Charneski’s inappropriate communication as an elected official for the Village of Kronenwetter with our surrounding clerks.

I feel I have made the village President and village board aware of my concerns, but have received no written response from the Village Board. We have policies in place and standards of conduct for employees but those standards and policies must not be clear to Trustee Charneski because his actions continue unabated. In addition, the Village Board has taken no actions regarding Mr. Charneski's behavior. Are the standards different for elected officials? I do not see this negative conduct in any other Trustees. How will the Village Board address my concerns and how will Mr. Charneski be held accountable for his actions? Trustee Charneski should be setting a positive example on how staff interacts with committee and board members, but he has set a tone that is disrespectful, inhumane, dysfunctional and bullying. He is the only trustee or committee member at this time that displays these types of unwarranted behaviors. Trustee Charneski's actions as a public official are not standard and he is interfering with my own work performance.

I feel it is VERY important you know how I feel and where I stand as an employee of this village.

Bobbi J. Birk-LaBarge

Village Clerk

Village of Kronenwetter

(715) 692-1728

(715) 301-8326 work cell

bbirklabarge@kronenwetter.org

Village Municipal Center

1582 Kronenwetter Drive Kronenwetter, WI 54455

Population: 8,539

<https://cms6.revize.com/revize/kronenwettervillage>



Elected Officials and Members of Village Committees: In order to comply with the Open Meetings Act requirements, please limit any reply to only the sender of this electronic communication.

Confidentiality Notice: This electronic mail transmission and any accompanying documents contain information belonging to the sender which may be confidential and legally privileged. This information is only for the use of the individual or entity to whom this electronic mail transmission was intended. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance on the contents of the information contained in this transmission is strictly prohibited. If you have received this transmission in error, please immediately contact the sender and delete this message. Thank you.

From: "Lee D. Turonie" <LDT@dempseylaw.com>
Sent: Thu, 18 Jan 2024 17:24:22 +0000
To: "Chris Voll" <cvoll@kronenwetter.org>
Subject: RE: [External] Concerns Regarding Actions of Village Board Member

Hi Chris,

I am not aware of this past instance being referenced and do not understand the expectations here. HR002 just leads to HR009, the standard and limited grievance procedure. That's partly why a code of conduct ordinance is what we have discussed. Passing an ordinance is not a closed session thing and it is not like having a hearing, unless persons want to somehow. Closed session exemptions are very limited. Maybe Wis. Stat. s. 19.85(1)(f) would apply but it's impossible to know without knowing what we are doing exactly. Are persons expecting a hearing about the Clerk? Or a trustee? Fewer exemptions possibly apply to a trustee. If we will just look at an ordinance, I am not sure that we require a hearing.

If we make a draft just listing all of the things that we want considered no-go zones, it does not have to be a production unless someone makes it one. E.g. if someone wants to go all out arguing for the right to call up neighboring clerks and argue about their work, that's up to them. If no one wants to argue for the continuation of an odious practice then there will not be any drama to pass a conduct ordinance.

Would it be possible to ask Bobbi what she wants to see? Is prompting consideration of an ordinance acceptable? Maybe give me a call sometime. Thanks,

Lee D. Turonie, Attorney
Dempsey Law Firm, LLP
Office: 715-848-2966
Mobile: 608-334-6804
ldt@dempseylaw.com



Grand St., 2nd Fl. 10 Forest Avenue, Suite 200 Grand Coulee, WA 99133 920-922-6470	De Pave 2074 Lawrence Drive, Suite C De Pave, WI 54111 920-333-1700	Wausau 933 North Avenue, Suite 201 Wausau, WI 54983 920-324-7234	Wausau 500 3rd Street, Suite 400 Wausau, WI 54983 715-848-2966	Oneiro 710 North Main Street, Suite 170 Oneiro, WI 54991 920-235-7300	Black River Falls 132 Main Street Black River Falls, WI 54603 715-579-0048
---	--	---	---	--	---

Confidentiality: This e-mail message and all attachments may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, you should immediately stop reading this message and delete it from your system. Any unauthorized reading, distribution, copying, or other use of this message or its attachments is strictly prohibited.

From: Sean Dumais <sdumais@kronenwetter.org>

Sent: Wednesday, January 17, 2024 6:21 PM

Cc: Village Board <VillageBoard@kronenwetter.org>; Lee D. Turonie <LDT@dempseylaw.com>

Subject: Re: Concerns Regarding Actions of Village Board Member

This email is being sent to the entire Board, PLEASE DO NOT REPLY ALL.

President Voll,

As you know in every situation in the past I have refrained from copying more people than just yourself on emails but the time has come that everyone needs to be involved. In the absence of a village administrator the Board as a whole, no one individual, are to act on employee concerns per HR002. Following the chain Bobbi didn't have an Admin to file the concern with so she went to us. WE THE BOARD HAVE FAILED. When an employee files a concern it needs to be acted on in a timely manner. The Board has not taken any action whatsoever, 4 weeks of inaction is not acceptable. Individual trustees have acknowledged Bobbi's email, individual trustees have requested you take action to get this on the agenda. To date the employee still hasn't received any action from the board. If there were an administrator present and they ignored an employees request for this long we the board would be on them about not doing their job. This is no different. Both the employee and the accused deserve resolution in a timely manner. I agree 100% that a special meeting should be called when she returns from vacation.

Furthermore, I implore you to place this in a closed session meeting. It is time to put political differences aside as well as personal feelings and look at this from the perspective it should be looked at, what is best for the Village, not a political ideology, not personal opinions of others, and not personal vendettas. Holding this in an open session will cause far more damage than not. If the employee is embarrassed publicly that may lead to her leaving our employ. If the trustee is painted in a bad light then the media is going to run with another scandal story. Until we the board have all of the actual facts and can weed out all of the peripheral noise it is not in the Villages best interest to just start airing out random opinions and feelings destroying peoples reputations. The public will find out what is going on once everything is sifted through by our action/vote just as they did when action was taken with a previous trustee. We have no reason nor right to hide the truth from the public but we have an obligation to do our due diligence before creating more upheaval. Simply making an accusation doesn't make the accused guilty of anything and likewise being guilty of something doesn't make the accuser some sort of problem person. We the board need to see all of the information and then make a decision that is best for the village. We constantly avoid uncomfortable topics for some reason and our duty isn't to be comfortable, it is to do what's right for the Village.

Please call a special meeting when Bobbi returns and let's do our duty and handle this issue.

On Jan 17, 2024, at 16:49, Bobbi Birk-LaBarge <bbirklabarge@kronenwetter.org> wrote:

Village Board members:

I sent the below email on December 14, 2023. My concerns have not since been addressed. I will be on vacation January 22-24, 2024. I will return to work on January 25th. I am requesting either a special meeting prior to the next regular scheduled village board meeting in February 12, 2024 or if that is not feasible due to circumstances beyond your control, I will settle for the February 12, 2024 meeting for my concerns to be addressed.

Yesterday, after speaking with the League of Municipalities attorney, I am also requesting this subject item be conducted in OPEN session as the WI Legislature 19.85 indicates the closed session wording "may be" convened. I am requesting President Voll consult with our Village Attorney and make the final decision based on legal direction from a legal professional to avoid another delay as displayed during our January 15, 2024 Special Village Board meeting.

Thank you,

Bobbi Birk-LaBarge

Village Clerk – Kronenwetter

From: Bobbi Birk-LaBarge

Sent: Thursday, December 14, 2023 4:04 PM

To: Village Board <VillageBoard@kronenwetter.org>

Cc: cdem1@charter.net; Lee D. Turonie <LDT@dempseylaw.com>

Subject: Concerns Regarding Actions of Village Board Member

Village Board Members,

I would like all of you to know Trustee Ken Charneski has been reaching out to surrounding village clerks with open records request on topics he is separately "investigating" on his own and is directing them on how he feels they should perform their job duties. One example is his communication with the Village of Weston clerk and she is beyond frustrated with Trustee Charneski. According to the Weston Village Clerk, Mr. Charneski has resorted to telling her how she should be doing her job as a clerk for the village of Weston and is directing her to perform incorrect job duties. It is one thing to submit an open records request for answers, but when one continues the conversation and begins to direct that employee from another community on how to perform their job duties. I believe such actions are inappropriate and unacceptable. The Weston Village Clerk was in shock that Trustee Charneski took it upon himself to email her and provide his personal correction in her job duties. She stated if she had to work for Kronenwetter as a clerk, she would quit and I think that statement alone speaks volumes. I informed her to report his actions to her Administrator Jamie Gebert.

I feel Trustee Charneski's tactics and actions are inappropriate and have reached far beyond authority as an elected trustee. I sent an email less than two weeks ago, copying the board, telling Trustee Charneski I felt he was harassing me and to stop. Those actions have not stopped. Such actions have also been directed to other staff members here at the village, former staff members, and surrounding community clerks. I feel as if Trustee Charneski's actions towards myself alone, have been severe and pervasive and I feel as if I have been intimidated, and that his actions are hostile and abusive. And now he has carried over his actions to clerks from surrounding municipalities.

Trustee Charneski is an elected government official. I am requesting Trustee Charneski's unwarranted harassing behavior's be addressed immediately. As employees, we have standards of conduct we have to follow and policies we are expected to follow. I believe that the same standards hold for Village of Kronenwetter elected officials as well.

As a result of Trustee Charneski's personal comments during village board meetings, I feel as if the public is experiencing less confidence in my duties as your village clerk, and frankly I feel as if I am becoming a public embarrassment. I am feel as if I am an embarrassment to our residents due to Trustee Charneski's inappropriate comments and questioning of my duties during recorded meetings and worse, I feel like an embarrassment to other village clerks as I represent Kronenwetter and I am embarrassed by Trustee Charneski's inappropriate communication as an elected official for the Village of Kronenwetter with our surrounding clerks.

I feel I have made the village President and village board aware of my concerns, but have received no written response from the Village Board. We have policies in place and standards of conduct for employees but those standards and policies must not be clear to Trustee Charneski because his actions continue unabated. In addition, the Village Board has taken no actions regarding Mr. Charneski's behavior. Are the standards different for elected officials? I do not see this negative conduct in any other Trustees. How will the Village Board address my concerns and how will Mr. Charneski be held accountable for his actions? Trustee Charneski should be setting a positive example on how staff interacts with committee and board members, but he has set a tone that is disrespectful, inhumane, dysfunctional and bullying. He is the only trustee or committee member at this time that displays these types of unwarranted behaviors. Trustee Charneski's actions as a public official are not standard and he is interfering with my own work performance.

I feel it is VERY important you know how I feel and where I stand as an employee of this village.

Bobbi J. Birk-LaBarge

Village Clerk

Village of Kronenwetter

(715) 692-1728

(715) 301-8326 work cell

bbirklabarge@kronenwetter.org

Village Municipal Center

1582 Kronenwetter Drive Kronenwetter, WI

54455

Population: 8,539

<https://cms6.revize.com/revize/kronenwettervillage>



***Elected Officials and Members of Village Committees:** In order to comply with the Open Meetings Act requirements, please limit any reply to only the sender of this electronic communication.*

***Confidentiality Notice:** This electronic mail transmission and any accompanying documents contain information belonging to the sender which may be confidential and legally privileged. This information is only for the use of the individual or entity to whom this electronic mail transmission was intended. If you are not the intended recipient, any disclosure, copying, distribution, or action taken in reliance on the contents of the information contained in this transmission is strictly prohibited. If you have received this transmission in error, please immediately contact the sender and delete this message. Thank you.*

JF

Jesse Furrer <Jesse.Furrer@spectruminsgroup.com>

RE: [External] Village of Kronenwetter

To: 'Bobbi Birk-LaBarge' <bbirklabarge@kronenwetter.org>

Attachments:  image002.jpg ;  image001.jpg ;  image005.png ;  image004.png ;  image003.png

Bobbi, I just received the following from Ginger:

Hi Jesse,

It turns out that **Stafford**'s consulting services would not be able to assist at this juncture because a claim/complaint has been filed by the Clerk against the current village board member.

Please send me a copy of the claim/complaint and loss notice form with any other documentation relevant to THIS claim (not the claim involving Kenneth Charneski) so we can set up a new and separate claim file. I will let you and the insureds know the claim number once set up, and we will retain Von Briesen, barring any conflicts.

Thank you,

Ginger Kimpton | Senior Casualty Claims Adjuster
Statewide Services Inc.

Could you please send me a copy of the complaint (and any other documentation, if any) and I'll take care of setting up the new claim file? Please also advise who will be the point person at the village concerning this claim other than yourself.

Thank you.
Jesse

From: Jesse Furrer
Sent: Friday, February 2, 2024 3:14 PM
To: 'Bobbi Birk-LaBarge' <bbirklabarge@kronenwetter.org>
Cc: Jesse Furrer <Jesse.Furrer@spectruminsgroup.com>
Subject: Village of Kronenwetter

Good afternoon Bobbi. Please see below from the LWMMI Claims Adjuster concerning appropriate steps to proceed with investigating your discrimination complaint against the village. The current or acting administrator should be making contact with this complimentary legal service (attachment included). Are you able to forward this to Leonard Ludi as appropriate? Jesse

Hi Jesse

The Village or the Village Administrator named on the Complaint (NOT the person filing the complaint) should contact **Stafford Rosenbaum** and send them a copy of the Complaint as they offer free consultation services for our municipalities. Neither you, nor I, can do this for the Village. It must be the Village who contacts **Stafford**. This would not obligate the Village to retain **Stafford Rosenbaum**. Once their consultation/review is complete, we can then determine if appropriate to open a new and separate claim file and if necessary to retain Von Briesen.

Stafford Rosenbaum's phone number is 608-256-0226.

Ginger Kimpton | Senior Casualty Claims Adjuster
Statewide Services Inc.

PO Box 5555

Madison, WI 53705

Office: 608.828.5515

Fax: 866.828.6613

gkimpton@statewidesvcs.com

Jesse Furrer

Account Executive/Managing Partner
Spectrum Insurance Group

815 24th Avenue South, Suite 200, Wausau, WI 54401
Direct: 715-803-6662 / Cell: 715-573-8667/ FAX: 715-848-9034
Email: jesse.furrer@spectruminsgroup.com



"More than your business, I want your confidence and trust."

We offer 24/7 online client self-service through our website and mobile app. Visit www.spectruminsgroup.com to sign up for our Spectrum Policy Center. Our Mobile app is also available in your app store.

This electronic transmission (including attachments) contains confidential information that is legally privileged, confidential, and exempt from disclosure. The information is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure, dissemination, copying, distribution, or taking of any action in reliance on the contents is strictly prohibited. If you have received this communication in error, please destroy it and immediately notify us by telephone. Thank you.

We're Social!



From: "Leonard Ludi" <lludi@kronenwetter.org>
Sent: Tue, 13 Feb 2024 10:16:09 -0600
To: "Bob J. Simandl" <robert.simandl@vonbriesen.com>
Cc: "Tania Robinette" <tania.robinette@vonbriesen.com>; "Ann Barry Hanneman" <ann.hanneman@vonbriesen.com>; "Bobbi Birk-LaBarge" <bbirklabarge@kronenwetter.org>
Subject: Executed Engagement of von Briesen & Roper, s.c. for Legal Services
Attachments: 2-13-24 von Briesen executed.pdf

Good morning Bob,
 See attached executed engagement letter for your records.

There will be a kick-off meeting at 12:00noon today with Ms. Ann Barry Hanneman. We look forward to working with you here at the Village of Kronenwetter.

Let me know if there are any questions,

Kind Regards,

LeonardLudi
 Village Administrator


 Village of
Kronenwetter
 1582 Kronenwetter Drive
 Kronenwetter, WI 54455
 Cell: 715-432-2351
 Direct: 715-693-4200 ext. 1731
 Fax: 715-693-4202
www.kronenwetter.org

From: Ann Barry Hanneman <ann.hanneman@vonbriesen.com>
Sent: Monday, February 12, 2024 5:12 AM
To: Leonard Ludi <lludi@kronenwetter.org>
Cc: Bob J. Simandl <robert.simandl@vonbriesen.com>; Tania Robinette <tania.robinette@vonbriesen.com>
Subject: Re: [External] Engagement of von Briesen & Roper, s.c. for Legal Services

Leonard—

Thank you. I will look for your call at 8:30, or otherwise after 11:00 AM.

Best regards, Ann

Ann Barry Hanneman
von Briesen & Roper, s.c.
[20975 Swenson Drive, Suite 400](#)
[Waukesha, WI 53186](#)

Direct: [262-923-8652](#)
 Fax: [262-888-1789](#)
ahanneman@vonbriesen.com | vcard | bio
vonbriesen.com

Sent from my iPhone

On Feb 12, 2024, at 4:33 AM, Leonard Ludi <lludi@kronenwetter.org> wrote:

Ann,
 I will try and give you a call at 8:30am before my at 9:00am. If not, it will be any time after 11:00am.
 Thanks,
 Leonard

Sent from my iPhone

On Feb 11, 2024, at 4:52 PM, Ann Barry Hanneman <ann.hanneman@vonbriesen.com> wrote:

Hi Leonard—

Please let me know if you are available tomorrow morning at either 8:30 or 9:00 AM to touch base on this matter. I will set aside that time, and please feel free to call me then at (262) 923-8652.

If those times do not work, please let me know what time is most convenient for you, and I will make that work so that we can connect.

I look forward to our call.

Best regards, Ann

Ann Barry Hanneman | **von Briesen & Roper, s.c.**
 Direct: 262-923-8652 | ann.hanneman@vonbriesen.com

From: Bob J. Simandl <robert.simandl@vonbriesen.com>
Sent: Sunday, February 11, 2024 3:53 PM
To: Leonard Ludi <lludi@kronenwetter.org>
Cc: Ann Barry Hanneman <ann.hanneman@vonbriesen.com>; Tania Robinette <tania.robinette@vonbriesen.com>
Subject: Re: [External] Engagement of von Briesen & Roper, s.c. for Legal Services

Dear Leonard - apologies - I was in contract negotiations last week. So we do not miss a discussion, I will ask that Ann reach out to you tomorrow morning. I can also be reached before 8:30 if you have time to talk (414-315-4649)

Bob Simandl

Sent from my iPhone

On Feb 11, 2024, at 3:38 PM, Leonard Ludi <lludi@kronenwetter.org> wrote:

Bob,

Hope your weekend is going well. On Monday evening I will report to our Village Board that we will be moving forward with the von Briesen & Roper letter of engagement. I've left a few messages requesting a quick catch up discussion last week. I hope all is well and I hope we can find some time on Monday.

Thanks and have good Sunday.

Leonard Ludi

Village Administrator

1582 Kronenwetter Drive

Kronenwetter, WI 54455

Cell: 715-432-2351

Direct: 715-693-4200 ext. 1731

Fax: 715-693-4202

www.kronenwetter.org

Sent from my iPhone

On Jan 30, 2024, at 7:31 AM, Ann Barry Hanneman
<ann.hanneman@vonbriesen.com> wrote:

Bob—

Yes, 10:30 is fine. I will send out a call-in number for our use at
10:30.

Best regards, Ann

Ann Barry Hanneman
von Briesen & Roper, s.c.
[20975 Swenson Drive, Suite 400](#)
[Waukesha, WI 53186](#)

Direct: [262-923-8652](tel:262-923-8652)
Fax: [262-888-1789](tel:262-888-1789)
ahanneman@vonbriesen.com | vcard | bio
vonbriesen.com

Sent from my iPhone

On Jan 30, 2024, at 7:17 AM, Bob J. Simandl
<robert.simandl@vonbriesen.com> wrote:

Ann - are you available for a call at 10:30?

Bob Simandl
414-315-4649

Sent from my iPhone

On Jan 30, 2024, at 7:12 AM, Leonard Ludi
<lludi@kronenwetter.org> wrote:

I have a 9:00am to 10:00 meeting. The rest of the day is clear.

Leonard

Sent from my iPhone

On Jan 30, 2024, at 7:08 AM, Bob J. Simandl

<robert.simandl@vonbriesen.com>

wrote:

Dear Leonard - could we arrange for a call at 9:30 or 10 this morning to go over the information shared? If these times work, my partner Ann will send a call in number so we can talk through the issues and process.

Please let me know

Bob Simandl

414-315-4649

Sent from my iPhone

On Jan 29, 2024, at

11:00 AM, Leonard Ludi

<lludi@kronenwetter.org

> wrote:

Bob,

We appreciate the quick turnaround.

Note, the current deliverable is being guided by section 2.2 of the Village Board approved HR Handbook of 2-13-2023, stating "Every reported incident of employee harassment will be thoroughly investigated by a third party selected by the Village Board with respect to the confidence and sensitivities of the situation."

Questions: I believe an estimate dollar amount will be needed for Village Board approval. Would you consider a "not-to-exceed" cost for a preliminary investigation & a final draft preliminary report? If more work is needed, it would be mutually agreed to in writing (?)... Also, could you provide your firm's rate schedule?

Please let me know your thoughts or give me a call at your convenience. .
Thank you,

Leonard Ludi
Incoming Village
Administrator

1582 Kronenwetter
Drive
Kronenwetter, WI
54455
Cell: 715-432-2351
Direct: 715-693-4200
ext. 1731
Fax: 715-693-4202
www.kronenwetter.org

From: Tania Robinette
<tania.robinette@vonbriesen.com> **On Behalf Of**
Bob J. Simandl
Sent: Monday, January
29, 2024 10:32 AM
To: Leonard Ludi
<lludi@kronenwetter.org>
>
Cc: Bob J. Simandl
<robert.simandl@vonbriesen.com>; Ann Barry
Hanneman
<ann.hanneman@vonbriesen.com>
Subject: [External]
Engagement of von
Briesen & Roper, s.c. for
Legal Services

Attached please find
attorney Simandl's cover
letter and attachment
regarding the
above. Please call if you
have any questions.

Thank you.

Tania Robinette | Legal

Assistant

von Briesen & Roper, s.c.

20975 Swenson Drive, Suite

400

Waukesha, WI 53186

Direct: 262-923-8657

Fax: 262-888-1793

[tania.robinette@vonbriesen.co](mailto:tania.robinette@vonbriesen.com)

[m](#)

vonbriesen.com

This message (including attachments) is privileged and confidential. If you are not the intended recipient, please delete it without further distribution and reply to the sender that you have received the message in error.

This message (including attachments) is privileged and confidential. If you are not the intended recipient, please delete it without further distribution and reply to the sender that you have received the message in error.

<[Cleaned]image001.jpg>

<[Cleaned]L. Ludi Letter.pdf>

This message (including attachments) is privileged and confidential. If you are not the intended recipient, please delete it without further distribution and reply to the sender that you have received the message in error.

This message (including attachments) is privileged and confidential. If you are not the intended recipient, please delete it without further distribution and reply to the sender that you have received the message in error.

This message (including attachments) is privileged and confidential. If you are not the intended recipient, please delete it without further distribution and reply to the sender that you have received the message in error.



TAGLaw International Lawyers

Robert J. Simandl
Direct Telephone
262-292-8651
rsimandl@vonbriesen.com

January 29, 2024

VIA E-MAIL

Mr. Leonard Ludi
Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, Wisconsin 54455

Re: Engagement of von Briesen & Roper, s.c. for Legal Services

Dear Mr. Ludi:

Thank you for asking von Briesen & Roper, s.c. to represent the Village of Kronenwetter. We look forward to working with you. We thought it best to set out in writing the terms and conditions upon which we will provide legal services. The purpose of this letter is to articulate and confirm these terms and conditions.

SCOPE OF SERVICES

You asked us to consult with and assist the Village of Kronenwetter ("Kronenwetter") with personnel evaluation issues and concerns.

RESPONSIBILITIES

In reliance upon information and guidance provided by you, we will provide legal counsel and assistance in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your inquiries.

POTENTIAL CONFLICTS OF INTEREST

We are a relatively large law firm and we represent many companies and individuals. It is possible that some of our present and future clients will have business relationships and potential or actual disputes with Kronenwetter and its affiliates. We will not knowingly represent clients in matters that are actually adverse to the interests of Kronenwetter without your permission and your informed consent. We would ask that you consent, on a case by case basis, to our representation of other clients whose interests are, or maybe adverse to, the interests of Kronenwetter in circumstances where Kronenwetter has selected other counsel and where we have requested a written conflict waiver from you after we have advised you of the circumstances of the potential or actual conflict and you have given us your informed consent.

FEES FOR LEGAL SERVICES

Our fees for legal services rendered to Kronenwetter will be primarily based on the amount of time required and the hourly rates of the attorneys and paralegals who render the services. These rates are periodically adjusted to reflect increased efficiency, skills and cost increases. The adjusted rates will apply to all services performed thereafter.

Our current billing rates for the attorneys and paralegals we anticipate will be working on behalf of Kronenwetter range from \$ 250 to \$ 400. Rates for specialty work areas, *i.e.*, employee benefits, patent/trademark, will be billed at our standard rates for such work. As we proceed, we will use personnel with lower billing rates to the extent practical to work on your matters. These rates will not be adjusted prior to January 1, 2025.

LIMITED LIABILITY

von Briesen & Roper, s.c., is a limited liability entity under Wisconsin law. This means that if we fail to perform our duties in our representation of Kronenwetter, and that failure causes Kronenwetter damages, our firm and the shareholder(s) directly involved in the representation may be responsible to Kronenwetter for those damages, but the firm's other shareholders will not be personally responsible. Our professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of our size.

COMMUNICATION BY E-MAIL

Our firm primarily communicates with its clients via unencrypted internet e-mail, and this will be the way in which we communicate with you. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within our internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

FILE RETENTION AND DESTRUCTION

In accordance with our records retention policy, most paper and electronic records that we maintain are subject to a 10-year retention period from the last matter activity date or whatever date we deem appropriate. Extended retention periods may apply to certain types of matters or pursuant to your specific directives.

After the expiration of the applicable retention period, we will destroy your records without further notice to you, unless you notify us otherwise. At the conclusion of your matter, you may opt to retrieve your records from our firm. We are happy to accommodate you in this regard.

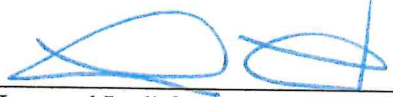
GENERAL PROVISIONS

Enclosed is a statement entitled "General Provisions" setting forth additional terms and conditions which are incorporated into this letter and apply to our representation to the extent they are not inconsistent with the terms of this letter.

We are pleased to have this opportunity to be of service to the Village of Kronenwetter. If at any time during the course of our representation you have any questions or comments about our costs, services, or any aspect of how we provide services, please don't hesitate to call me.

The Village of Kronenwetter agrees to retain the services of von Briesen & Roper, s.c. under the terms and conditions specified above.

Date: 2-13, 2024

By: 
Leonard Ludi for the Village of Kronenwetter

Very truly yours,

von BRIESEN & ROPER, s.c.



Robert J. Simandl

RJS:tr

Enclosure

von Briesen & Roper, s.c.**GENERAL PROVISIONS**

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between von Briesen & Roper, s.c., and our clients:

- (1) The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, and other documents; travel time; waiting time in court or elsewhere; and time in depositions and other discovery proceedings.
- (2) Clients are responsible for payment to reimburse us for costs incurred in performing services such as large volume photocopying, messenger and delivery, air freight, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), court costs, and filing fees. To the extent we directly provide any of these services, we will charge for our direct costs and overhead allocable to the services. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, the client.
- (3) We may, on occasion, furnish estimates of fees or charges we anticipate will be incurred on a client's behalf. These estimates are by their nature inexact. We are not bound by any estimates except as expressly set forth in the engagement letter or otherwise agreed to by us in writing.
- (4) Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. We expect prompt payment.
- (5) A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of termination.
- (6) We reserve the right to withdraw from our representation with the client's consent or for good cause. Good cause may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of withdrawal.



February 14, 2024

Dear Ms. Berk-Labarge,

Pertinent to your February 6, 2024 written complaint containing your feelings of being harassed by Trustee Ken Charneski. The documents have been reviewed and this communication is to let you know the next steps in the process of addressing these concerns.

Due to the sensitive and confidential nature of your complaint, your case will be passed on to a third investigator to gather all facts and provide a finding report. Once the information of the report is finalized, both myself and the Village Board will respond to your claim appropriate. The investigation is expected to take approximately two months. Until that time, please let me know immediately if any harassment behavior continues to make you feel uncomfortable.

Thank you for your patience as this process moves forward.

Respectfully,

Leonard Ludi, Village Administrator
Village of Kronenwetter

CC: Chris Voll, President.

LD**"Lee D. Turonie" <ldt@dempseylaw.com>**

Section 7, Item V.

response for Charneski VB request ready

To: Chris Voll <cvoll@kronenwetter.org>

Attachments:

Records Request Response VB materials for Charneski.DOC

Chris, you need to read and sign the attached, then scan in and send. This is something to consider cc'ing the Board on. Thanks,

Lee D. Turonie, Attorney
 Dempsey Law Firm, LLP
 Office: 715-848-2966
 Mobile: 608-334-6804
ldt@dempseylaw.com



<p> Fond du Lac 10 Forest Avenue, Suite 200 Fond du Lac, WI 54935 920-922-0470</p>	<p> De Pere 2278 Lawrence Drive, Suite C De Pere, WI 54115 920-235-7000</p>	<p> Waupun 93 S. Main Avenue, Suite 201 Waupun, WI 53983 920-254-9738</p>	<p> Waupun 520 3rd Street, Suite 400 Waupun, WI 54983 715-848-2966</p>	<p> Oshkosh 210 North Main Street, Suite 100 Oshkosh, WI 54901 920-235-7300</p>	<p> Black River Falls 132 Main Street Black River Falls, WI 54605 715-575-3048</p>
---	--	--	---	--	---

Confidentiality: This e-mail message and all attachments may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, you should immediately stop reading this message, delete it from your system, and please inform the sender of their error. Any unauthorized reading, distribution, copying, or other use of this message or its attachments is strictly prohibited.



September 12, 2024

TO: Kenneth M. Charneski, Trustee
kcharneski@kronenwetter.org

RE: Response to public records requests sent via email to President Voll August 15, 2024 at 9:27 a.m. and August 16, 2024 at 7:17 a.m.

Dear Mr. Charneski:

I received via email your public records requests identified above. The response to your various requests is as follows:

Itemized requests:

1. "the emails between Leonard and von Briesen regarding the scope of work, and who their client is."

You have asked for and received these repeatedly. They are once again enclosed.

2. "The complete transcripts or recordings of the interviews"

There are no records that are responsive to your request.

3. "all of the documentation that Bobbi sent them"

Such records are prohibited from release for the reasons identified below.

4. "the list of people that she suggested they contact"

There are no records that are responsive to your request.

5. "how Ms Hanneman decided who to interview and who not to"

There are no records that are responsive to your request. Such determinations are privileged and protected work product prohibited from release for the reasons identified below.

6. “a copy of the complaint itself, that von Briesen says they were investigating.”

Such records are prohibited from release for the reasons identified below.

Reasons:

Wisconsin’s Public Records Law requires that a government entity provide the public access to its records. The Public Records Law and other statutory, common law and public policy principles may prohibit the Village from disclosing or fully disclosing certain records or certain information within those records. After analyzing your request and the Public Records Law, I have determined that I am legally prohibited from releasing certain records you requested identified above for the following reasons.

The Village authorized an investigation conducted under privilege and as work-product by attorneys for the Village. The Village has not waived privilege. Any report prepared or information gathered or created by an attorney retained by the Village constitutes an attorney-client privileged communication or attorney work product.

Under Wisconsin’s Public Records Law, Wisconsin has long recognized a client’s right to protect confidential communications with its legal counsel and attorney work product. *Seifert v. Sch. Dist. of Sheboygan Falls*, 2007 WI App 207 ¶27 (“We conclude that the recognized statutory and common-law exception for attorney work product and the balancing test under Wis. Stat. § 19.35(1)(a) solidly support our affirmance of the circuit court’s order”); *see also Wisconsin Newspress v Sheboygan Falls Sch. Dist.*, 199 Wis. 2d 768, 782–83, 546 N.W.2d 143 (1996); *Armada Broadcasting, Inc. v. Stirn*, 177 Wis. 2d 272, 279 n.3, 501 N.W.2d 889 (Ct. App. 1993); *George v. Record Custodian*, 169 Wis. 2d 573, 582, 485 N.W.2d 460 (Ct. App. 1992); *GPS v. Town of St. Germain*, 2003 WI App 162, 266 Wis. 2d 694, 667 N.W.2d 377.

Overall, principles of common law and statutory privilege and attorney work product support the prohibition of the release of such records. Wis. Stat. §§ 804.02(1)(c)1 & 905.03; *Seifert v. Sch. Dist. of Sheboygan Falls*, 2007 WI App 207, 305 Wis. 2d 582, 740 N.W.2d 177. *See George v. Record Custodian*, 169 Wis. 2d 573, 582, 485 N.W.2d 460 (Ct. App. 1992) & *Wis. Newspress, Inc. v. Sch. Dist. of Sheboygan Falls*, 199 Wis. 2d 768, 782–83, 546 N.W.2d 143 (1996). Wisconsin statutes provide that the “client has a privilege to refuse to disclose and to prevent any other person from disclosing confidential communications made for the purpose of facilitating the rendition of professional legal services to the client.” WIS. STATS. § 905.03; *see also Upjohn v. United States*, 449 U.S. 383, 394–95 (1981). According to the State Supreme Court:

One of the fundamental policies of our law, and one which dominates in the absence of a special policy arising in particular types of situations, is that the judicial system and rules of procedure should provide litigants with full access to all reasonable means of determining the truth. Secrecy of communication between one person and his attorney is one of the exceptions. It is based upon recognition of the value of legal advice and assistance based upon full information of the facts and the corollary that full disclosure to counsel will often be unlikely if there is fear that others will be able to compel a breach of the confidence.

Jacobi v. Podevels, 23 Wis. 2d 152, 156, 127 N.W.2d 73 (1964). Here, the client has not authorized release.

In addition to the statutory and common law prohibitions preserving the confidentiality of attorney-client privileged communications and work product, Wisconsin's Public Records Law respects the Village's ability to engage in risk management and to defend itself and to protect its strategic interests. Specifically, Wisconsin Statute § 19.35(1)(am)1 allows the Village to withhold access to information collected or maintained in connection with a complaint and investigation that may lead to a court proceeding or administrative proceeding. The public policy interests of this statute favoring protection of the strategic interests of the government entity also favor nondisclosure.

In addition to statutory and common law prohibitions, Wisconsin courts require government entities to conduct a balancing analysis to determine whether permitting inspection would result in harm to the public interest which outweighs the legislative policy recognizing the strong public interest in allowing inspection. Even though these records are prohibited from release for other reasons, I have conducted this balancing analysis and concluded likewise that the public's interest in nondisclosure overwhelmingly outweighs the public's strong interest in release for the following reasons.

First, the public has a strong interest in public sector employers maintaining their ability to aggressively manage risk and defend their interests in any that may lead to litigation or even a threat of litigation, as threats can themselves cause expenditure of massive costs and creation of discord undermining the entity. Wisconsin's Public Records Law respects the public's interest in preserving the Village's ability to defend itself and to protect its strategic interests, which is demonstrated by Wis. Stat. § 19.35(1)(am)1, Wis. Stat. § 103.13(6)(g), closed session provisions of Wisconsin's Open Meetings Law, and various other Wisconsin Statutes. Specifically, Wis. Stat. § 19.35(1)(am)1 provides that the right to inspect or copy information in a record under Wisconsin's Public Records Law does not apply to "[a]ny record containing personally identifiable information that is collected or maintained in connection with a complaint, investigation or other circumstances that may lead to an enforcement action, administrative proceeding, arbitration, or court proceeding." This statutory provision recognizes the public's strong interest in ensuring that any such matters be allowed to be addressed by the governmental entity in a strategic manner. In other words, the public's strong interest in favor of safeguarding thorough and effective risk management strategies favors nondisclosure.

Second, the public has very strong interests in the Village protecting the interests of the taxpayers through sound use of legal counsel and strategic risk management and litigation defense so as to promote the careful, judicious, and protective use of Village resources. Protecting this public interest necessitates that the Village not provide access to information that would undermine the Village's ability to engage in use of legal counsel, in conducting confidential investigations by its attorneys, or from developing and modifying methodical legal strategies. The release of information may improperly prejudice the Village's ability to protect and defend itself, to act in the affirmative to further its interests, or to adequately manage risk.

Third, the public has a strong interest in protecting Village employees from retaliation, retribution, or needless ridicule that has the effect of undermining the morale of the workforce, undermining productivity, undermining our ability to attract and retain high quality employees, and exposing the Village to additional liability risk. To be blunt, you hold a position of authority as an individual elected Village Board Member. To avoid retaliation and retribution against Village employees from you or from others, which is a documented subject matter of concern, and to avoid further loss of employee morale by further conduct by you or others, the public has a strong interest in nondisclosure of these records. Wisconsin courts have long taken positions to protect our employees from retaliation, to protect obtaining candid and frank information, to protect our ability to recruit and retain high quality employees and to protect our ability to maintain morale. *Hempel v. City of Baraboo*, 2005 WI 120, 284 Wis. 2d 162, 699 N.W.2d 551. The public also has a strong interest in encouraging full, candid, and complete cooperation by Village employees and officeholders with attorneys for the Village when the Village is engaging in efforts to protect its interests. Nondisclosure is also necessary to protect the Village's ability to attract quality candidates in such a difficult hiring market and when the Village has experienced turnover. The Village also needs to make sincere assessments and difficult decisions when addressing matters requiring the attention of the Village's attorneys, and candid and frank communications by our employees and officials to the attorneys are necessary in order to conduct the appropriate analysis to make those difficult strategic decisions. To the extent release would undermine the ability to obtain or would have a chilling effect on obtaining information to make those decisions, and to avoid any chilling effects on potential future witnesses and complainants, the public's interest favors nondisclosure.

I am prohibited from releasing the requested records. You may challenge my decision by contacting the local District Attorney or Wisconsin Department of Justice or you may file an action for mandamus under Wis. Stat. § 19.37(1).

Sincerely,

Chris Voll, President & Acting Interim Administrator

Enclosure(s)

HARRASSMENT IN THE WORKPLACE

2.2 We are committed to providing a work environment that is free of discrimination and harassment. In keeping with this commitment, we do not tolerate harassment of our employees by anyone, including any Supervisor, coworker, elected or appointed official, vendor, or customer.

Harassment includes unwelcome conduct (verbal or physical), actions, words, jokes, or comments based on an individual's protected status such as gender, sexual orientation, color, race, ethnicity, age, religion, disability, marital status, or any other legally protected characteristic. We will not tolerate harassing conduct that affects job benefits, interferes unreasonably with an employee's work performance, or creates an intimidating, hostile, or offensive work environment.

Sexual harassment deserves special attention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when:

- Submission to such conduct is made a condition of employment
- Submission to or rejection of such conduct is used as a basis for employment decisions
- Such conduct unreasonably interferes with an individual's work performance or creates a hostile, intimidating, or offensive work environment

Examples of sexual harassment include, but are not limited to:


- Repeated offensive sexual flirtations, advances, or propositions
- Innuendoes, suggestive comments, sexually oriented "kidding," jokes about gender specific traits, or foul or obscene language or gestures
- Displays of foul or obscene printed or visual material
- Unwelcome and unnecessary physical contact, such as patting, pinching, or brushing against another's body.

All employees are responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. If you feel you have experienced or witnessed harassment, notify your Department Head or the Village Administrator immediately. See also **Policy HR-002 Problem Resolution**, in Appendix One, for further steps you can take.

Every reported incident of employee harassment will be thoroughly investigated by a third party selected by the Village Board with respect for the confidences and sensitivities of the situation. If it is determined that harassment has occurred, appropriate disciplinary action will be taken, up to and including termination of employment.

We prohibit any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation.

Unprofessional or disrespectful behavior, even if not rising to the level of "harassment", will not be tolerated.

POLICY ID: HR-002		TITLE: PROBLEM RESOLUTION	
<input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> REVISION EFFECTIVE DATE: <i>Original Adopted 10/08/2007</i> <i>Revision 1 Adopted 02/13/2012</i> <i>Revision 2 Adopted 04/10/2023</i>		APPROVED BY VILLAGE BOARD:  Village Clerk	DATE: 4-10-2023
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>	

The Village of Kronenwetter encourages an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Village of Kronenwetter supervisors and management. The Village desires to ensure fair and honest treatment of all employees. We expect all employees, Department Heads, the Administrator, Village President and Board members, and members of all Committees and Commissions to treat each other with mutual respect. We encourage employees as well as elected and appointed officials to communicate with each other in a positive and constructive manner.

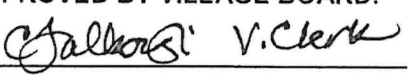
If your concerns involve a dispute concerning the interpretation, application or violation of a collective bargaining agreement, the grievance procedures described therein must be followed.

If a situation occurs when you believe that a condition of employment or a decision that affects you is not fair, you are required to follow the problem resolution steps listed below. You may stop the procedure at any step.

1. Present the issue to your supervisor as soon as possible after the incident occurs. If your supervisor is unavailable or if you believe it would be inappropriate or uncomfortable to discuss the situation with your supervisor, you may present the problem to the Administrator.
2. Your Department Head (or Administrator) will respond to the problem during discussion or after investigating the situation further or after consulting with others involved in the situation. He/she will document all discussions.
3. If your Department Head does not or cannot resolve the issue, he/she will address the issue with the Administrator who will make any decisions that are appropriate to resolve the problem.
4. If, after following the steps indicated above, the problem or situation is not resolved, you may initiate the process defined in HR-009 Grievance Procedure.

Consistent or repetitive failure to adhere to this policy may result in discipline up to and including termination of employment.

Not every problem can be resolved to everyone's total satisfaction. However, the Village believes that honest discussions with the most closely involved persons before involving others is the most effective way to resolve most conflicts.

POLICY ID: <i>HR-009</i>		TITLE: <i>Grievance Procedure Policy</i>	
<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION EFFECTIVE DATE: <i>Immediate</i>		APPROVED BY VILLAGE BOARD:  DATE: <i>8/22/2011</i>	
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>			

I. Purpose.

The purpose of this Policy is to set forth the procedure to be followed with respect to grievances by employees, union, and non-union. The terms of this Policy shall control unless another valid and enforceable grievance procedure exists in a collective bargaining agreement that applies to the matter.

II. Definitions.

A grievance is defined as a dispute or misunderstanding regarding the actions of Village officials with regard to the following:

- Employee termination

"Termination" includes an involuntary end to employment but excludes a voluntary quit; a layoff or failure to be recalled from layoff at the expiration of any recall period; retirement; job abandonment such as "no-call, no-show," or failure to report to work; any workforce reduction activities; job transfer; action taken for failure to meet the qualifications of a position; action taken pursuant to an ordinance other than an ordinance specifically addressing employee discharge; death; or the end of the employment of a temporary, contract or part-time employee.

- Employee discipline

"Discipline" includes verbal reprimands; written reprimands; and suspensions without pay. Discipline does not include verbal notices or reminders, written reprimands, performance evaluations, documentation of employee acts and/or omissions in an employment file, non-disciplinary demotions, non-disciplinary adjustments to compensation or benefits, actions taken to address job performance such as establishment of a performance improvement plan or job targets; placing an employee on paid leave pending an internal investigation; or other personnel actions taken by the employer for non-disciplinary reasons.

- Workplace safety

"Workplace safety" includes conditions of employment affecting an employee's physical health or safety, the safe operation of workplace equipment and tools, environmental hazards, safety of physical work environment, personal protective equipment, and workplace violence.

III. Preliminary Procedures.

A. Preliminary Grievance Steps.

Step 1: Prior to filing a written grievance, employees should discuss any problem or complaint with his/her Immediate Supervisor to determine if the grievance can be resolved. Said discussion shall occur within five (5) business days (exclusive of Saturdays, Sundays, and holidays) of the happening or occurrence that gave rise to the grievance. The supervisor shall present his/her response within five (5) business days of the discussion. All time limits in this procedure may be extended by mutual agreement of the parties.

Step 2: If the grievance cannot be resolved at Step 1, the employee must file a written grievance with the Village Administrator no later than ten (10) business days after receipt of the Supervisor's response. The written grievance shall include: (1) a summary of the facts pertaining to the grievance; (2) a listing of all parties involved; (3) the remedy sought by the employee; and (4) the employee's signature. The Village Administrator shall meet with the grievant within ten (10) business days of receipt of the written grievance and then respond in writing within five (5) business days after the meeting.

IV. Hearing Officer Proceedings.

A. Appeal To Hearing Officer.

Step 3: If the grievance is not resolved at Step 2, the employee may appeal a denial by filing a written request for a hearing before a Hearing Officer. This request must be received by the Village Administrator no later than ten (10) business days after the employee receives the Administrator's written response.

On appeal, the Administrator shall transmit the grievance, all grievance responses, and this Grievance Procedure to the Hearing Officer. As soon as is practicable thereafter, the Hearing Officer shall schedule a date for a hearing, but no more than twenty (20) business days after receipt of the materials from the Administrator. The hearing shall be held at a mutually agreeable time in a public building and shall be open to the public unless the Hearing Officer otherwise directs.

B. Hearing Procedure.

The Hearing Officer shall have the authority to administer oaths and issue subpoenas at the request of the parties and shall be responsible for the fair and orderly conduct of the hearing and the preservation of the record. Any party requesting a subpoena from the Hearing Officer is responsible for the fees associated with the subpoena. All testimony shall be taken under oath and shall be recorded by a court reporter under the supervision and control of the Hearing Officer, unless another method of recording is mutually agreed to by the parties and approved by the Hearing Officer. All costs associated with the court reporter and preparation of a transcript of the

hearing shall be evenly split between the parties. The Hearing Officer may only overrule a disciplinary action if the action taken was arbitrary or capricious.

C. Hearing Officer Decision.

The Hearing Officer shall submit his or her decision affirming or reversing the action with the reasons therefore in writing to the Administrator and the employee within fifteen (15) business days of the close of the hearing, the submission of the parties' written briefs, or availability of the hearing transcripts; if any, whichever is later, or on a later date mutually agreed upon by the parties.

V. Village Board Review.

A. Appeal to Village Board.

Step 4: Within five (5) business days of the date that the Hearing Officer's decision is mailed, either party may file with the Village Board a written notice of appeal of the Hearing Officer's determination to the Village Board. Any such appeal shall be on the written record, the preparation of which shall be the responsibility and at the cost of the party seeking the appeal. The appealing party shall supply a copy of the written record to the other party without charge. The written record shall be filed with the Village Board within fifteen (15) business days of the notice of appeal. No formal hearing shall be held before the Village Board. The Board shall receive no further evidence on the matter but may request additional written submittals of the parties on matters which were raised before the Hearing Officer or, at its discretion, meet with the parties to review the matter. The Village Board may retain outside counsel if necessary during the process.

B. Village Board Decision.

Within twenty (20) business days of the receipt of the written record, the Village Board shall make and file its written decision with the Administrator's office. The Administrator or designee shall, within five (5) business days, mail a copy of the decision to the last known address of the employee or the employee's representative. The Hearing Officer's determination may be affirmed, modified, or reversed by a majority vote of the Village Board. The Village Board's decision shall be final and binding on the parties. There shall be no subsequent right of appeal.

VI. Hearing Officer Selection.

A. Qualifications/Selection.

The Village may contract with a Hearing Officer to hear and determine appeals at Step 3. Any Hearing Officer so engaged shall not be a Village employee or receiving any compensation or benefits from the Village other than those described below.

The Village Administrator or designee shall create a panel of at least Three (3) individuals when needed who have indicated a willingness to serve in the capacity of Hearing Officer and who are experienced in personnel matters and/or who are active or retired attorneys, retired members of the judiciary, retired administrative staff, or currently on the list of arbitrators or mediators for the Wisconsin Employment Relations Commission, the Federal Mediation and Conciliation Service, or the American Arbitration Association. Each party shall have the right to strike one name from the list and the remaining named person shall serve as hearing officer.

B. Compensation.

The Hearing Officer shall be compensated at the the Hearing Officer's regular rate for the hearing, travel time, and time spent preparing a written decision. The compensation for the Hearing Officer will be split evenly between the parties.

VII. Settlement of Grievance.

A grievance shall be considered waived if not filed or appealed within the designated grievance timelines. Dissatisfaction is implied in recourse from one step to the next step. A grievance shall be deemed settled and dismissed at the completion of any step in the grievance procedure if all parties concerned are mutually satisfied or the grievance has not been timely processed to the next level. All settlements shall be in writing and signed by the employee in question and the appropriate Village official(s) involved at the step level that the grievance was settled.

VIII. Revisions/Updating.

This Policy may be revised, updated, or repealed by the Village Board at any time.

*This policy was approved as HR-008 due to clerical error. The correct number for this policy is HR-009.



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

June 02, 2025 at 6:00 PM

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

1. CALL MEETING TO ORDER

Chairperson and Trustee Ken Charneski called the June 2, 2025 Community Life, Infrastructure and Public Property Committee Meeting to order at 6 p.m.

A. Roll Call

PRESENT: Trustee Ken Charneski, Trustee Dan Joling, Ryan Leff, Garrett Lysne, Patty Tikalsky

STAFF: Fire Chief Theresa O'Brien, Police Chief Terry McHugh, Interim Finance Director John Jacobs, Community Development Director Peter Wegner, Public Works Director Greg Ulman, Clerk Jennifer Poyer

2. PUBLIC COMMENT

No public comment.

3. APPROVAL OF MINUTES - DISCUSSION AND POSSIBLE ACTION

B. April 7, 2025 CLIPP Committee Meeting Minutes

Motion by Leff/Joling to approved the minutes as presented.

Motion carried by voice vote. 5:0.

4. REPORTS AND DISCUSSIONS

C. Fire Chief Report

Fire Chief Theresa O'Brien presented her report. She said the EMS calls were up and 24 Narcan kits were purchased with grant money.

D. Police Chief Report

Police Chief Terry McHugh presented report. He said two police vehicles were up for sale on the auction site.

E. Public Works Director Report

Public Works Director Greg Ulman presented his report. He gave an overview of the Kronenwetter Drive project.

F. Community Development Director Report

Community Development Director Peter Wegner presented his report. He answered questions regarding the complaint log.

G. Complaint Log

Wegner discussed the timing and process of complaints, anonymous complaints, etc.

5. OLD BUSINESS - DISCUSSION AND POSSIBLE ACTION

H. Chicken Ownership in the Village

Minutes prepared by Jennifer Poyer. Approved on July 7, 2025

Motion by Tikalsky/Joling to delay action until the next CLIPP meeting. Motion carried by voice vote. 5:0.

Discussed where chickens are allowed in the Village, possible permits, coop allowances, reasons behind wanting chickens, previous actions taken by Village officials and survey results.

6. NEW BUSINESS - DISCUSSION AND POSSIBLE ACTION

I. Five-Year Capital Improvement Plan Items

NO ACTION TAKEN.

Discussed vehicle and road replacement schedule; possible garage behind the Municipal Center; and vacuum truck purchase.

J. PASER Road Ratings

NO ACTION TAKEN.

Ulman reviewed the PASER ratings of the Village roads.

K. Village Recreation Trails Information

NO ACTION TAKEN.

Discussed possible trail sites and past actions taken by Village staff and CLIPP Committee.

L. Swiderski Park Path Information

NO ACTION TAKEN.

M. Upcoming Garbage Contract

Motion by Leff/Charneski to send RFP to APC with the changes we discussed. (3 and 5 year option with 2 year extension option) Motion carried by voice vote. 5:0.

Discussed possible companies, size of garbage bins, changes to RFP, truck pick-up and time options.

N. Election Facilitation

NO ACTION TAKEN.

Discussed the current Village election ordinances, complaints and steps forward. Tiikalsky and Poyer tasked with reviewing election inspector selection process.

7. COMMITTEE EDUCATION

O. Review of Wisconsin Constitutional Obligations

Charneski presented "The Fundamentals of Village Government" to the committee.

8. NEXT MEETING: July 7, 2025

9. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

Election officials selection

10. ADJOURNMENT

Motion by Joling/Leff to adjourn the meeting. Motion carried by voice vote. 5:0.

Meeting adjourned at 8:11 p.m.