



JOINT UTILITY COMMITTEE & RDA MEETING AGENDA

February 06, 2024 at 5:45 PM

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

1. CALL MEETING TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. PUBLIC COMMENT

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

3. APPROVAL OF MINUTES

- [C.](#) Unapproved Minutes 2023 12 05
- [D.](#) RDA Meeting Minutes for November 2, 2023
- [E.](#) RDA Meeting Minutes for December 7, 2023
- [F.](#) RDA Meeting Minutes for December 28, 2023

4. REPORTS AND DISCUSSIONS

- [G.](#) Public Works & Utilities Report

5. OLD BUSINESS

- [H.](#) Budget Update for Lift Station 8 & Lift Station 4 Design
- [I.](#) Discussion & Possible Action: Ehlers Presents - 2023 Sewer Rate Study Update & TIF
- [J.](#) Discussion and Possible Action: 2019-009 Village of Kronenwetter Development Agreement A&M Personal Storage, LLC
- [K.](#) Discussion and Possible Action: 2020-027 Village of Kronenwetter Lease, Sale and Development Agreement Polzer Holdings, LLC

6. NEW BUSINESS

- [L.](#) Emergency Water Procedure Well #2 WTP Construction Project
- [M.](#) Back-up Soft Start Purchase Lift Station 11

7. NEXT MEETING: MARCH 5, 2024

8. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

9. ADJOURNMENT

WRITTEN COMMENTS: You can send comments on agenda items to kcoyle@kronenwetter.org

NOTE: Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made at least 24 hours in advance to the Utility Clerk's office at (715) 693-5732 during business hours.

Posted: 02/02/2024 Kronenwetter Municipal Center and www.kronenwetter.org

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



UTILITY COMMITTEE MEETING MINUTES

December 05, 2023 at 5:30 PM

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

1. CALL PUBLIC FORUM MEETING TO ORDER

@5:30PM

A. Pledge of Allegiance

B. Roll Call

PRESENT

Craig Mortensen

Vice-Chair Jim Buck

Sean Dumais

Chair Alex Vedvik

2. CALL PUBLIC FORUM MEETING TO ORDER

PUBLIC FORUM TO DISCUSS KRONENWETTER'S 53% SEWER COST INCREASE FROM RIB MOUNTAIN METRO SEWER DISTRICT

C. Open Discussion with Rib Mountain Metro Sewer District

3. CLOSE PUBLIC FORUM

@6:49PM

4. CALL UTILITY MEETING TO ORDER

@ 6:52PM

D. Roll Call

PRESENT

Craig Mortensen

Vice-Chair Jim Buck

Sean Dumais

Chair Alex Vedvik

5. PUBLIC COMMENT

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No Public Comment

6. APPROVAL OF MINUTES

Tabled until next meeting.

7. REPORTS AND DISCUSSIONS

E. Treasurer's Report

Treasurer's Report- Leonard giving updates for Lisa. Updates to budget due to rate increases.

F. Director Public Works & Utilities Report

Director Public Works & Utilities Report - Updates by Leonard. Design underway for lift station 8 and 4.

Lead and cooper service line inventory under way. Lift station 3 impeller replacement is on track.

8. OLD BUSINESS

G. Water Filtration Project Update

Water Filtration Project Update - Concrete pad to be poured on Monday December 12, 2023. Leonard will talk to Becher Hoppe on adding a door to the building.

H. Water Meter Exchange

Water Meter Exchange - On track

9. NEW BUSINESS

I. Rib Mountain Metropolitan Sewerage District's Director, Eric Donaldson to discuss upcoming 53% Sewer Rate Increase

- J. Draft Sewer Rate Increase Scenario due to the Rib Mountain Sewerage District's 2024 Rate Increase
Draft Sewer Rate Increase Scenario due to the Rib Mountain Sewerage District's 2024 Rate Increase -
Draft a plan and make a decision for next meeting.

10. NEXT MEETING: January 2, 2024

- K. Next Meeting January 2, 2024

11. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

1. Discuss ways to reduce sewer increase.
2. Rate structure Analysis.

12. ADJOURNMENT

@ 8:04PM

WRITTEN COMMENTS: You can send comments on agenda items to kcoyle@kronenwetter.org

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

Posted: 12/04/2023 Kronenwetter Municipal Center and www.kronenwetter.org

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

WRITTEN COMMENTS: You can send comments on agenda items to kcoyle@kronenwetter.org

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

Posted: 12/04/2023 Kronenwetter Municipal Center and www.kronenwetter.org

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



REDEVELOPMENT AUTHORITY MEETING MINUTES

November 2, 2023 at 5:00 PM

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

1. CALL MEETING TO ORDER

A. Roll Call

PRESENT

Trustee and chair Christopher Eiden

President Chris Voll

Pat Kilsdonk

Randy Fifrick

ABSENT

Terry Radtke

Lane Loveland

Lee Pastika

Staff present: Clerk Planning Technician William Gau, Lisa Kerstner Finance Director/Treasurer,
Leonard Ludi Public Works Director

5:01 P.M.

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.

Bernard Kramer 2150 East State 153 Kronenwetter WI 54455

Bernard, inquired about future borrowing intentions for TID 2 and voiced concerns over the need for establishing new borrowings when significant land already exists under TID ownership.

5:07 P.M.

3. REPORT FROM STAFF

a. Treasurer Report

Lisa explained to the RDA committee compensation need to be updated.

Randy questioned from last meeting the general liability to general fund from TID 1 and the status.

Lisa said an email had been sent to the auditor and Lisa's thought where it had to do with year 2021.

Randy explained that a TID 2 tax guaranty to developers for \$4,500 is an incentive for Denyon Homes and a development agreement explaining, that if they don't meet that agreement, the money would come from that incentive.

Lisa confirmed that Denyon Homes is still in the works

5:09 P.M.

4. NEW BUSINESS

a. Discussion: Ehlers Presents 2023 TID 2 Cash Analysis

Brian Raymer of Ehlers provided a thorough review of TID 2 cash flow analysis. The analysis highlighted that the district's expenditure period ends 2024, and the mandatory termination date is no later than November 3, 2034.

Randy questioned the numbers for 2020-2022 tax rate jumping 26.96 and the numbers in the packet don't match up with the numbers from the past.

Brian explained that the tax rate discrepancy could come from the village having two school districts. The flow of the packet runs chronologically, from top to bottom indicating revenues. He explained even with revenue discrepancy, the amount of revenue that is in the district's costs should be covered. The closing years is probably in 2032 instead of 2029. Brian recommend, the Village and the village Attorney put final approval on what is eligible for project costs. The DOR recommends the same final approval. The Village would have the ability to recoup sewer expenditures.

Lisa explained each amendment would not need a new amendment if it builds on a previous one unless the next amendment states an avoidance of previous amendment.

Randy disagreed with that based on the way the Village has it written in the tables. Randy explained that the village can't say we are going to spend 4 million right away and then cut back on specific projects to 2 million. The original contract is vague and we should take into consideration of other tax jurisdictions, specifically marathon county.

The presenter, staff, and members explained the Village can have one more amendment for boundaries being four totals but can have more tax amendments.

Brian concluded that the financial analysis explains that the funds can pay for the number of projects. It may take a longer period of time but can be done.

Randy asked Lisa to pull tax rates for the last couple of years. Randy pointed out discrepancy for Mosinee tax rate.

Brain asked if that is an assessed rate or equalized rate.

Lisa thought it was the assess rate.

Brain explained that the difference would exist because of economic appreciation values.

Randy asked for more accurate numbers. Randy explained if TID 2 has room to spend money, that money should be used for infrastructure needs from TID 2 and not from general funds.

b. Discussion and Possible Action: TID 3 and TID 4

Lisa explained that there was a need for a budget amendment for funds to get Ehlers to look at TID 3 and TID 4 which didn't happen. She was wondering if RDA still proceed with the analysis a after looking at Ehlers report.

Randy asked, "What's the cost?"

Lisa and Brain explained the costs for TID 3 and TID 4 would be \$2,000 each and \$250 a meeting for each.

Randy explained an analysis should be done for TID 4 and TID 1. He points to concern, such as TID 1 and where the progress is at.

Lisa and Randy agreed that TID 1 will never come out base on if no development comes to the district.

Lisa told RDA that TID 4 will come out near end of the district and TID 3 will be fine.

Randy said the advantage of doing all three districts would allow for the possibility to close TID 4 a year early.

Pat questioned if there is any possibility for development in in TID 1.

Chris V explained he heard that there may be interest in TID 1 do to the changes with flood plain. He continued saying that several years ago, Rodger put together proforma that outlined that TID 1 would break even toward the end.

Lisa asked for direction from RDA.

RDA directed staff to start on TID 3 and TID 4.

5:45 P.M.

c. Discussion and Possible Action: TID 2 Project List

Lisa asked for direction from RDA on which projects to go forward with after information gathered from Brad Jacobs Parks Lead.

Leonard explained the roads Brad suggested were built where there is a lot of rock and the infrastructure will most likely need to be redone. Rob from RPS met with Brad, Mark and I. We discussed what was on the original list. They were Beranek road reconstruction trails and utilities, Flanner Road, Jamroz Lane and Village road reconstruction and drainage are on the list for TID 2.

Lisa explained Brad suggested more money should be spent on Kronenwetter Drive for more heavy stone because of truck traffic. Lift stations 8 and 4 would be influenced on what can be spent.

Randy asked Leonard what cost estimation would be?

Leonard explained that there was not any cost estimation but it would be based on the miles, utilities, sewer and water.

Lisa explained the Village should look under the road when doing a project like this.

Randy suggested we get some estimates on the cost. The TID is putting the people there that the TID should pay for it. If managed properly the Village can get a bid out next fall for a 2025 spring project for construction to maximize the TID dollars. There is a lot of flexibility in TID law. The Village should get numbers for that if the Village does it for 2025.

Lisa explains she thinks lift station 8 and 4 are \$1.7 million.

Lisa, Chris E., and Randy talked about stations needing to be done.

Randy explains cost estimates need to be done and that we don't have to do everything on the list.

Lisa said Brad suggested Flanner road and the storm water.

Chris V. suggested Old high way 51 bike and pedestrian trail extension.

Chris V. and Randy talked about ideas for bike trail.

Chris V. suggested to get estimates for projects and hit that up against what the projected income was going to be. Once that is done it should be brought back to RDA for decision. Chris V. continued to say lift stations had been approved by Village Board.

Lisa questioned if that was based on if an amendment was needed to be made.

Brain suggested there was unspent sewer costs in project plan. He suggested Village attorney approval for legal backing. This will allow the Village to be prepared to take it to the joint review board.

5:59 P.M.

d. Discussion and Possible Action: 2024 Budget – TID 1, 2, 3, and 4

Lisa gave an in-depth budget reviews for each of the TIDs with particular focus on projected property tax revenues, adjustments in staff allocations, and variances between previous forecasts and present evaluations. TID modifications were suggested to align administrative expenses accurately with the expected workload, and consulting support was deemed crucial to guide budget processes considering the upcoming expansive works. 2024 Administrator and Finance Director take a percentage of salary out of TID 1, TID 3, and TID 4. TID 2 would take 5 percent. RDA compensation \$50 a TID. Based off of debt schedule. \$6000 more revenue. TID 3 will bring in \$59,000 more in revenue and already have petty cash of \$101,000. TID 4 will bring in \$41,000 and then based on cash on hand they are positive by \$139,000 and that's with still paying off their debt. TID 2 money borrowed vary on the potential projects being done. Engineering of \$50,000 budget for 2023 can be carried over to 2024 budget. Everything not used can be carried over into 2024 budget. Lisa asked for fund to be set aside for Ehlers in help in the Loan process.

Randy asked Lisa to explain what yellow box with assets cash on hands savings account local government investment pool mean.

Lisa said as of 9:30 this is the cash on hands for all three accounts.

Randy asked about TID 1 Being negative.

Lisa explained she thinks that is where 1.5 came from.

Pat confirmed that the TID is running on deficit.

Randy explained all four districts revenue projections don't seem right. TID 1 estimated year end was \$250,000 and the Village is projecting \$377,000. Mean equalize value only went up 1 percent. Unless tax rate is changing that significantly. In order to see that increase you would need to see something of

value. TID 3 had Dayton Freight added but the others are questionable. If property tax revenue goes up dramatically it would have a reverse effect on guarantee for developers.

Pat questioned are we getting all the guarantees the Village has made in the past with developers?

Randy explained Woods Equipment in TID 1, G3 in TID 4, Kenworth met theirs. Most likely the single-family homes in TID 2 made theirs.

Lisa confirms from what she knows it was all checked.

Chris V. questioned if M & J has met their agreement.

Lisa said she would check into M & J.

Randy suggested TID 1 – 4 as amended that Administrator wage go up 10 percent from TID 2, Public Works Director wage go up 5 percent from TID 2, Community Development Director and Financial Director wages go up 1 percent from TID 1, 3, 4 and up 5 percent from TID 2. How is TID loans and general fund been tracked. It should be tracked.

Lisa explained funds sheets for loans are on different balance sheets.

Pat asked what was description dollar amount for funds.

Lisa explained funds 350 has debt services.

Randy said money should be allocated for consulting in TID 2 and should be allocated for other TIDS.

Lisa explained plan options.

Randy suggested to reduce TIF incentive from \$1 million to \$100,000. Budget amendment can be done later and other fees can be waved. The rest of the \$900,000 can be eliminated. Care over 2023 budget.

Lisa explained the summary of action needed.

Motion made by Fifrlick, Seconded by Kilsdonk to recommend approval to RDA budgets for TID 1 – 4 as amended that Administrator wage go up 10 percent from TID 2, Public Works Director wage go up 5 percent from TID 2, Community Development Director and Financial Director wages go up 1 percent from TID 1, 3, 4 and up 5 percent from TID 2, TID Consulting will be \$ 1,000 for each TID, TIF incentives will go down to \$ 100,000 from 1 Million with caveat based on research if there is a reduction to property taxes revenue to make those to provide accurate information on those.

Voting Yes: Eiden, Voll, Kilsdonk, Fifrlick

Motion Carries 4:0 by Voice Vote.

6:24 P.M.

5. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

Review of TID 1 financial analysis correction.

Review of M & J Sports Site Plan.

6:26 P.M.

6. ADJOURNMENT

Motion made by Voll, Seconded by Fifrlick to adjourn.

Voting Yes: Voll, Fifrlick, Eiden, Kilsdonk

Motion Carries 4:0 Voice Vote

6:26 P.M.



REDEVELOPMENT AUTHORITY MEETING MINUTES

December 7, 2023 at 6:00 PM

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

1. CALL MEETING TO ORDER

a. Roll Call

PRESENT

Trustee and Chair Christopher Eiden

Chris Voll

Pat Kilsdonk

Randy Fifrlick

Terry Radtke: Came at 6:07 P.M.

Lane Loveland

ABSENT

Lee Pastika

Staff present: Clerk Planning Technician William Gau, Finance Director/Treasurer Lisa Kerstner, Public Works Director Leonard Ludi, Community Development Director Peter Wegner

2. PUBLIC COMMENT

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3. MEETING MINUTES

a. Meeting Minutes from September 7, 2023

Motion made by Fifrlick, Seconded by Voll to approval Meeting Minutes for September 7, 2023.

Voting Yes: Eiden, Voll, Kilsdonk, Fifrlick, Loveland

Motion Carries 5:0 by Voice Vote

b. Meeting Minutes from November 2, 2023

Randy suggested that staff add more detail to the Meeting Minutes for November 2, 2023.

Motion made by Fifrlick, Seconded by Voll to send Meeting Minutes for November 2, 2023 back to staff to add in more detail.

Voting Yes: Eiden, Voll, Kilsdonk, Fifrlick, Loveland

Motion Carries 5:0 by Voice Vote.

4. REPORT FROM STAFF

a. Treasurer Report

Lisa points out that the tax guarantee has been reclassified.

Randy requested that the tax allocation be corrected for the 2023 budget during audit time.

6:03 P.M.

b. Public Works Director report

Leonard explained that a physical road inventory is going to be completed December 8, 2023. An evaluation will be input to the state data base December 15, 2023. Leonard said Rib Mountain sewage district came on the 5th. The outcome was roofing for proposes were gathered and will be presented to the board on Monday. Leonard explain that the village is in contact with NCWRPC about updating the Village maps. That GIS will be used in Public Works, Community Development, Planning and Zoning. Leonard gave an update on Public work staff. Issues being taken care of by Public Works staff include pavement assessment, equipment preparation, and tree trimming. The lift station designs are underway for lift stations for 8 and 4. Radio installs are being continued. 3M base line testing will be required for class action involvement and those sample will be collected Monday and Tuesday this coming week. The contractor for the water treatment plant is here for a couple more weeks of work. Work will be continued in June to finish up on items. Leonard explained he brought a planning document for capital improvement from his last work experience that details ways that fund projects through grants that can be built on at any point in the process.

Lisa explain that grant information came available for her.

Terry asked about the access to West Nelson and if there an obstruction there.

Leonard explained that he heard that citizens were concerned about the rail road blocking the way for a longer period of time and that there is petition going around for emergency action from the board. The staff is looking for alterative options in case there is an emergency, in order to easy citizens minds. Terry asked about commercial traffic on Kowalski and if they were talking about the older portion. Leonard explained that he had done some research on truck companies and the traffic they have in that area. He explained that for the road being a trucking route, it is not utilized that often. That safety is a concern for the village. The village will continue looking for new ways to make that area safe.

6:11 P.M.

5. OLD BUSINESS

a. Discussion: TID #2 Ehlers Financial Analysis

Lisa explained she was able to give Ehlers revised information to get updated information to RDA on TID 2 cash flow analysis.

Randy confirmed the numbers look much more accurate and that this explains we have funds to do projects. The only thing the village has against them is time.

Terry asked if this is money in the bank the Village has.

Lisa confirmed that is the amount of the loan the Village would need to take for each project.

Randy explained that we have to come up with a project plan because expenditure period ends in 2024. The village has till then to borrow money then the Village can repay off the TID over TID's life time.

6:14 P.M.

b. Discussion and Possible Action: Previous General Fund Loan to TID #1 (Resolution No.:2020-046)

Lisa explains the history of 1.5 million borrowed from general ledger she was able to get from auditor.

Randy explains that he was around when this resolution was passed and at the time there was great concern whether TID one would ever be able to pay its debt off within its extended life. The idea was to barrow money from general fund and if TID 1 ever did make money that money could be used to pay back general fund. Randy continues saying that the document is good to have for tracking that transfer and that the debt won't be paid back for around 20 years to the general fund. Loans should be formalized between general and TD 1. Randy asks Lisa where the new debt came from for TID 1 since it was now at 2.6 million.

Group agreed that staff should find out if TID 1 is borrowing from general fund and the concern that brings.

Motion made by Fifrick, Second by Eiden to direct staff to put together a TID 1 expenditure and financial report.

Voting Yes: Eiden, Voll, Kilsdonk, Fifrick, Loveland, Radtke

Motion Carries 6:0 by Voice Vote. 6:23 P.M.

6. NEW BUSINESS

- a. Discussion: TID 3 and TID 4, Update Ehlers cash flow analysis
Lisa told RDA the budget amendment was passed for 3 and 4.
6:24 P.M.
- b. Discussion and Possible Action: TID 2 Project List
Peter explains focus for projects was placed on lift station 8, 4, and Kronenwetter drive. Now it was up to RDA to choose which ones.
Eiden mentioned lift station.
Randy asked for clarification on which roads are being done if it's Kronenwetter Drive other locals.
Leonard explain that they are separate. Kronenwetter has two different conditions with the north and south with the worst conditions in the south. Design was only included and it was based of mileage.
Randy explained TID 2 could do almost all of Kronenwetter drive and that south of J was not designed for truck traffic. Truck traffic needs to be included. That designs should be done and could be bid out so construction can be started in 2025.
Voll questioned the amount we have to spend on projects.
Lisa explain we may be able to go up 5 and a half.
Randy, thoughts were that it was 6 or 7.
Voll points out the importance to all the projects.
Group discusses which project are important and how it should be done the most efficiently.
Leonard explained the process would be three months just for the start. The bottom section should be focused on. The design for those will take up a good chunk of time and the small roads will take up 2 million in projects. If Kronenwetter Drive was split up would cost TID 2, 3 million and the village 3 million.
Peter suggests a period of time indicated in RFP.
Motion made by Ffrick, Second by Radtke to direct staff to start RFP process for design services for Kronenwetter Drive as well as local collector roads, Sedona, Pinedale, Windwood, Oakdale, and Wedgewood.
Voting Yes: Eiden, Voll, Kilsdonk, Ffrick, Loveland, Radtke
Motion Carries 6:0 by Voice Vote.
6:42 P.M.
- c. Discussion and Possible Action: Lease, Sale and Development Agreement with Polzer Holdings, LLC (M&J Marine) (Resolution 2020-027)
Randy questioned if they had made their agreement for the time line given.
Voll questioned if the process was followed up along with Wausau Tile.
Terry and Randy confirmed Wausau Tile had been finished
Voll brought up about storage units that have not finished either.
Peter said he would look into Plozer Holdings.
6:46 P.M.
- d. Discussion and Possible Action: Setting a Regular Meeting Schedule for RDA Meetings
Group discussed what meeting would work best. General conclusion is to have RDA meeting the second Thursday of every month at 5:15 P.M. Staff was directed to make this meeting happen at that time.
6:52 P.M.

7. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

Terry suggested the RDA look into future property that could possibly be good for TID.
Randy wanted a TID 1 Ehler's analysis and hold back on presentations till we have that conversation in January. There should be discussion on a TID 2 project plan Consultant.
6:58 P.M.

8. ADJOURNMENT

Motion made by Voll, Second by Radtke to adjourn.
Voting Yes: Eiden, Voll, Kilsdonk, Ffrick, Loveland, Radtke

Motion Carries 6:0 by Voice Vote.
6:58 P.M.



REDEVELOPMENT AUTHORITY MEETING MINUTES

December 28, 2023 at 5:00 PM

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

1. CALL MEETING TO ORDER

A. Roll Call

Chris Voll

Christopher Eiden

Pat Kilsdonk

Lane Loveland

ABSENT

Terry Radtke

Randy Fifrick

Lee Pastika

Staff present: Clerk Planning Technician William Gau, Finance Director/Treasurer Lisa Kerstner, Public Works Director Leonard Ludi, Community Development Director Peter Wegner

2. PUBLIC COMMENT

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3. PREVIOUS MEETING MINUTES FROM COMMISSIONS AND COMMITTEES

B. RDA MEETING MINUTES NOVEMBER 2, 2023

Motion made by Voll, Seconded by Kilsdonk to approve Meeting Minutes for November 2, 2023

Voll would retract his motion after more details was given to him.

Motion made by Eiden, Seconded by Voll to have Meeting Minutes for November 2, 2023 sent back to have them revised for next meeting.

Voting Yes: Eiden, Voll, Kilsdonk, Loveland

Motion Carries 4:0 by Roll Call Vote.

4. NEW BUSINESS

C. TID 2 Planning and Design Award

Leonard explained that the projects that could be done by Village staff was on the bottom of the list. He can't wait for the bid process and time of two months. The information Roth had put together for projects and the time the village has change the time frame. Leonard explained that the reason for the RDA special meeting is to do a TID 2 plan and design award which would allow the village to go around the regular RFP to designers that would take a couple months in order to get this done by November 3. The objectives are to use TID 2 available funding speed up phase one and two. phase one and two are the worst roads in TID 2. Estimated time to start is January 8, 2024 with an executed design. Phase one came out to \$153,000 and phase 2 was not in the TID and would cost 81,000. Leonard explain that the costs in the document came from construction numbers the engineers gave. Lower phase would cost

\$2.7 million and the miscellaneous streets would cost \$2.4 million. The upper Kronenwetter Drive would be \$2.9 million. Total estimated cost for these three sections would be \$8 million. RPS gave staff these quotes for free. Staff is asking for RDA sole source justification to award planning and designing portion to RPS to make January 8th Village board meeting. Leonard explained the testing that needs to be done to find out actual cost for projects. Leonard explained in great detail what the agreement would all be in great detail with costs, material and time frames.

Lane asked about the time lines and being able to meet it.

Leonard explains that this has to be an aggressive plan.

Lane asked about a plan B incase something comes up.

Leonard, explained the surveying could be done by more than one company that could be a plan B.

Peter explained that RPS has the same time frame the Village.

Voll questioned the boundary on the map specifically page 11 and how the first focus on Kronenwetter Drive should be done south of the Village municipal building.

Pat asked about storm sewer and if it needed to be replaced.

Leonard confirmed that if it needed to be done it would be.

Lisa mentioned that the total would be \$6.7 million and to consider the debt.

RDA questioned the length of life some of the current road they have and if the new ones will last.

Motion made by Voll, Second by Kilsdonk to recommend Village Board to approve phase 1 and recommend CLIPP to approve Phase 2.

Voting Yes: Eiden, Voll, Kilsdonk, Loveland

Motion Carries 4:0 by Voice Vote.

Motion made by Voll, Second by Loveland for RDA to approve phase 1 and phase 2 as presented.

Voting Yes: Eiden, Voll, Kilsdonk, Loveland

Motion Carries 4:0 by Roll Call Vote.

5:42 P.M.

5. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

6. ADJOURNMENT

Motion made by Voll, Second by Loveland to adjourn.

Voting Yes: Eiden, Voll, Kilsdonk, Loveland

Motion Carries 4:0 by Voice Vote.

5:44 P.M.

Leonard Ludi
Director of Public Works & Utilities
Status Report:
As of January 30, 2024

General Items:

- February 3, 2024 is my last day as Director of Public Works & Utilities – Accepted Village Administrator position starting February 4, 2024. Transition Plan in the process of being discussed with PW and Utilities Crew Leaders.
- Phase 1 and Phase 2 Kronenwetter Drive & Miscellaneous Roadway Improvement Design is underway
- Completed Project Kickoff for Kronenwetter Drive & Miscellaneous Roadway Improvements Project. Target Field and Geotech field work completion March 15, 2024.
- Municipal Roof Repair Kick-off meeting pending good weather and materials being received by CW Exteriors,
- Anticipate the LS 8 and 4 Preliminary Draft 50% Design Plans and Engineer's Estimate by _____
- FFY2025 Surface Transportation Program-Local Supplemental Project Grant Application Obligation – approved by CLIPP and APC to be presented to Village Board for approval.
- Anticipate ADA Assessment Scope of Work and bid specification by _____

Public Works

- Continued work with the County regarding Highway XX, X and Pine Road Safety Concern
- Assessment review of Parks and Playground and implement procurement of replacement and repairs of equipment in the Spring 2024.
- Getting ready to Storm Culvert & Bridge Inventory in the Spring 2024
- Begin developing a seal coat road strategy for 2024.

- Improvements to lean-to equipment storage roofing underway

Water & Sewer Utility

- Lift station 11 waiting on replacement VFD soft-start for pump # 1 – proposing spare VFD replacement on pump #2
- 2024 Cross Connection Survey for commercial properties to be started by General Engineering Company
- EPA PFAS samples will take place week of January 22, 2024
- Looking for another vendor for impeller replacement Pump 2 at Lift station 3
- Order & Install tower gasketed seal on the wet interior access hatch
- Touch up paint maintenance to the Water Tower to be scheduled

Well #2 Water Treatment Construction Project

- Well #2 upgrade emergency procedure for a schedule Well # 2 shutdown in April 2024 completed.
- Change Order approved to change design to add an overhead door.
- Upcoming change order request for mainline water repair
- Upcoming change order request for additional time due to supply chain delays
- Elis's Pay Applications 3 & 4 processed for payment.



**Report to joint Utility Committee (UC) and
Redevelopment Authority (RDA)**

Agenda Item: Budget Update for Lift Station 8 & Lift Station 4 Design
Meeting Date: February 6, 2024
Referring Body: Utility Committee (UC) and Redevelopment Authority (RDA)
Committee Contact: Alex Vedvik, Chair and Chris Eiden, Chair
Staff Contact: Leonard Ludi, Incoming Village Administrator
Lisa Kerstner, CFO / Treasurer

Report Prepared by: Leonard Ludi, Incoming Village Administrator

OBJECTIVE(S): Budget Update for Lift Station 8 & Lift Station 4 Design

HISTORY/BACKGROUND: The Village awarded Roth Professional Solutions the Engineering Agreement for lift stations No. 8 and 4 design in October 2023. The design is 50% complete and the 50% “engineer’s Estimate was received January 31, 2024.

At the RDA meeting on December 28, 2023 and the UC meeting on January 2, 2024 we are asked to present a budget update once the 50% plans were completed. We received a cost allocation budget memo from RPS January 18th and the 50% level Engineer’s Estimate was received January 31, 2024. All of the above included in this review packet.

PROPOSAL: Review and provide discussion with regards to the RPS Cost Allocation Supplementary Memo #2 summary below and the 50% level Engineer’s Estimates for Lift Station 8 & 4 included in this review packet.

Therefore, of the total LS8 upgrade costs, 100% of such costs can be allocated to TID#2. Of the total LS4 upgrade costs, 58% can be allocated as a TID#2 expense.

ID	TID#2 Allocation	Utility Allocation
LS8	100%	0%
LS4	58%	42%

RECOMMENDED ACTION: Concurrence between Utility Committee (UC) and Redevelopment Authority (RDA) regarding the recommended cost allocation for upgrade project expenses relative to Lift Station #8 and Lift Station #4.

FINANCIAL

Financial Consideration/Action: To be discuss....

FUNDING SOURCE: TBD

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

Section 5, Item H.

ATTACHMENTS:

- RPS Cost Allocation Supplementary Memo #2 (January 18, 2024)
- RPS Progress Report LS Project 50% 2024-0131
- ESTIMATE LS4 Kronenwetter Constr Cost 50% 2024-0131
- ESTIMATE LS8 Kronenwetter Constr Cost 50% 2024-0131

SUPPLEMENTARY PROJECT MEMO #2

COST ALLOCATION

Date: January 18, 2023

To: Village of Kronenwetter

Re: Lift Station #8 & Lift Station #4
 Westside Sanitary Sewer Collection System
 Tax Incremental District #2

The purpose of this memo is to provide a recommended cost allocation for upgrade project expenses related to Lift Station #8 and Lift Station #4.

Lift Station #8 (hereinafter LS8) is located wholly within TID#2. Lift Station #4 (hereinafter LS4) resides outside TID#2 but is integral to the performance of the sewer collection system, particularly as the service area & performance of LS8 requires that LS4 is functional. As such, the upgrades/improvements associated with LS8 must also involve, to a certain extent, upgrades and improvements to LS4. Although the same is true for LS5, those improvements include a far lesser percentage of likely cost allocation from TID#2 and those costs can be considered for the purpose of this analysis.

One hundred percent (100%) of the TID#2 area is currently served by LS8, which also includes lands from LS11 (100%). Additionally, LS8 will serve all future serviceable property within the TID and the 208-sewer service area. Further, the TID#2 allowable expenditure area can be 0.5 miles beyond the current TID#2 area and a vast majority of such lands, by observation, would be served by either LS8 or LS4. Therefore, LS8 is to be 100% allocated to TID#2. Since not all of TID#2 is developed at the present time, a percentage calculation must be performed based on land area. The relationship between LS8 & LS4 is calculated from the following information:

TID#2 Total Project Boundary:	14936899 sf
LS8 Total Area Currently Served:	11942186 sf
LS8 Future Area (within 208 sewer service area):	12760828 sf
LS8 Current + Future:	24703014 sf
LS11 Total Area Currently Served:	5807586 sf
LS4 Total Area Currently Served:	11440558 sf
LS4 Future Area:	5699653 sf
LS4 Current + Future:	17140211 sf

Total All Current Service Areas: 29190330 sf

Percentage of TID#2 by Total Current Service Area: $(14936899 \div 29190330)$ 51%

LS8 Current Flow (Normal): 66358 gpd

LS11 Current Flow (Normal): 84469 gpd

LS8 + LS11 Current Flow (Normal): 150827 gpd

Portion of LS8 & LS11 Allocated to TID#2: $(150827 * 0.51\%)$ 76923 gpd

LS4 Current Flow (Normal): 55435 gpd

TID#2 Flow + LS4 Current Normal Flow: 132357 gpd

Percentage of TID#2 in LS4: $(76923 \div 132357)$ 58%

Therefore, of the total LS8 upgrade costs, 100% of such costs can be allocated to TID#2. Of the total LS4 upgrade costs, 58% can be allocated as a TID#2 expense.

ID	TID#2 Allocation	Utility Allocation
LS8	100%	0%
LS4	58%	42%

Please contact me with any questions or if additional information is needed.

Sincerely,

ROTH PROFESSIONAL SOLUTIONS



Robert J. Roth, PE
 Project Engineer

50% DRAFT PROGRESS REPORT

To: Village of Kronenwetter
Leonard Ludi, DPW & Interim Administrator

From: Robert J. Roth, PE

Re: Lift Station 8 & Lift Station 4 Upgrade

Date: January 31, 2024

The Village of Kronenwetter's LS8 and LS4 project has commenced to a 50% design level and summary documents are attached with this memo.

- ❖ This memo, including a Summary of Project Items (Section 6 of the 50% Design Report)
- ❖ 50% Draft Design Report
- ❖ 50% Plans
- ❖ 50% Preliminary Estimates

The estimate for the LS8 project including soft costs and contingencies is \$1.6 million, with a 100% potential allocation to TID#2.

The estimate for the LS4 project including soft costs and contingencies is \$1.3 million, with a 58% allocation to TID#2.

The following key design elements are included in this lift station project:

1. Replacement of LS8 to an 8' diameter concrete wetwell and above-ground valve vault.
2. Replacement of 4" forcemain to 6" or 8" forcemain depending on specific pump operating point selection.
3. Possible elimination of existing air release manhole.
4. Addition of natural gas generator and automated transfer switch, estimated at 60 KW. This was not included in the original estimate.
5. Extension of 277/480 3-phase power to LS8 site.
6. Continuation of existing LS8 during construction.

7. Replacement of existing 8" diameter interceptor sewer from forcemain discharge to LS4 (Nelson Road Interceptor), to 12" diameter. This was not included in the original estimate.
8. Replacement of LS 4 to an 8' diameter concrete wetwell and above-ground valve vault.
9. Replacement of existing 4" forcemain to 6" or 8" forcemain, depending on specific pump operating point selection.
10. Addition of natural gas generator and automated transfer switch, estimated at 75 KW. This was not included in the original estimate.
11. Continuation of existing LS4 during construction.
12. Continuation of existing 208 3-phase power at LS4.
13. Replacement of existing 8" diameter interceptor sewer from forcemain discharge, along Old Highway 51 Road, towards LS5 (Nelson Road Interceptor), to 15" diameter. This was not included in the original estimate.
14. Evaluate/possible addition of manhole coatings as part of the construction capital cost to abate deterioration from hydrogen sulfide effects, from LS4 to LS5.
15. Site restoration and road restoration throughout the length of the project.

Please contact me with any questions or if additional information is needed.

Sincerely,

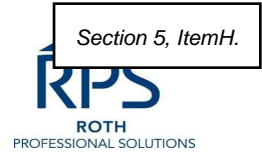
ROTH PROFESSIONAL SOLUTIONS



Robert J. Roth, PE
Project Engineer



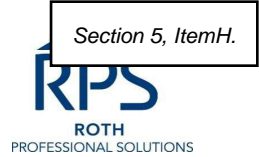
ENGINEER'S PRELIMINARY COST ESTIMATE
 Wednesday, January 31, 2024
 Village of Kronenwetter - LS8 & LS4 Project



OVERALL PROJECT - LS4 Upgrade, Forcemain, Generator, Interceptors

	#	Item	Item Quantity	Units	Unit Cost	Total Cost
Project Development Costs	a	Comprehensive Mapping & Surveying To-Date	----	---	----	----
	b	Planning, Coordination, Engineering & Administration To-Date	----	---	----	\$40,000
	c	Legal Services To-Date	----	---	----	----
	d	Title Services To-Date	----	---	----	----
	e	Land Acquisition (Prof. Fees & Land Rights) Estimate	----	---	----	----
	T1	Subtotal Project Development Costs				\$40,000
Construction Costs	1	Erosion Control Items & Maintenance During Construction	1	Lump Sum	\$2,500.00	\$2,500
	2	Unclassified Excavation-Non Paved Areas	25	CY	\$15.00	\$375
	3	Remove Asphalt Pavement, Driveway	200	SY	\$5.00	\$1,000
	4	Sawcut Asphalt Pavement	250	LF	\$1.50	\$375
	5	Topsoil removal	50	SY	\$2.50	\$125
	6	8 ft dia mh w/lid & base	1	LS	\$40,000.00	\$40,000
	7	8 ft wet well liftstation Complete	1	LS	\$175,000.00	\$175,000
	8	Excavation, installation, dewatering	1	LS	\$170,000.00	\$170,000
	9	Granular backfill/ liftstation & MH's	350	CY	\$25.00	\$8,750
	10	Generator - 60 KW	1	EA	\$50,000.00	\$50,000
	11	Electrician & Controls - Complete	1	LS	\$25,000.00	\$25,000
	12	Abandon ex. Ls/ electrical complete	1	LS	\$20,000.00	\$20,000
	13	3/4" Crushed Aggregate road base 12"	121	SY	\$80.00	\$9,680
	14	HMA Asphalt Pavement 2" Surface Course-Intersections	121	SY	\$24.00	\$2,904
	15	HMA Asphalt Pavement 2" Binder Course-Intersections	121	SY	\$18.00	\$2,178
	16	Hot Tar Butt Joint Sealer	25	LF	\$5.00	\$125
	17	3/4" Crushed Aggregate for Drive Shoulder, 2' wide x 6" thick	10	CY	\$50.00	\$500
	18	Concrete gen pad(10x15)/ Elec pad(5x8)	6.5	CY	\$200.00	\$1,300
	19	Topsoil, Seed & E-Mat all Disturbed areas,	325	SY	\$4.00	\$1,300
	20	Install Base, Pole, & Fixture for Street Lights (Light Type Assumed)	1	EA	\$4,500.00	\$4,500
	21	Electrical in Conduit for Street Lights	1	LS	\$1,500.00	\$1,500
	22	12" PVC SDR 21 type	45	LF	\$50.00	\$2,250
	23	6" FM D.I. pipe	15	LF	\$30.00	\$450
	24	6" FM PE pipe	80	LF	\$65.00	\$5,200
	25	6" MJ 45 Deg Bends	2	Ea	\$1,500.00	\$3,000
	26	6" Flow meter w/manhole	1	LS	\$3,000.00	\$3,000
	27	6" MJ 90 Deg Bend	1	Ea	\$1,900.00	\$1,900
	28	Connect to ex. 4" FM	1	LS	\$500.00	\$500
	29	Unclassified Excavation-Non Paved Areas	200	CY	\$15.00	\$3,000
	30	Remove Asphalt Pavement, Driveway	3,501	SY	\$5.00	\$17,505
	31	Sawcut Asphalt Pavement	250	LF	\$1.50	\$375
	32	Topsoil removal	1,685	SY	\$2.50	\$4,213
	33	3/4" Crushed Aggregate for roadway, 8" thick	300	SY	\$80.00	\$24,000
	34	HMA Asphalt Pavement 2" Surface Course-Intersections	300	SY	\$24.00	\$7,200
	35	HMA Asphalt Pavement 2" Binder Course-Intersections	300	SY	\$18.00	\$5,400
	36	Hot Tar Butt Joint Sealer	50	LF	\$5.00	\$250
	37	3/4" Crushed Aggregate for Drive Shoulder, 2' wide x 6" thick	97	CY	\$50.00	\$4,850
	38	Topsoil, Seed & E-Mat all Disturbed areas,	1685	SY	\$4.00	\$6,740
	39	Connect to ex. 4" FM	1	LS	\$500.00	\$500
	40	15" PVC SDR 26	2643	LS	\$55.00	\$145,365
	41	8" PVC SDR 26 - Reconnect	80	LF	\$35.00	\$2,800
	42	15" PVC SDR 26-Collection	317	LF	\$55.00	\$17,435
	43	4' DIA MH W/CASTING - REPLACEMENTS	8	EA	\$5,000.00	\$40,000
	44	Boring under hwy & Railroad tracks W/ 24" Casing Pipe	150	LF	\$120.00	\$18,000
	45	Connect Existing Sewers	4	Ea	\$500.00	\$2,000
	46	Replace 4" fm with 6" PE	3500	LF	\$45.00	\$157,500
	47	Abandon ex 4" fm	1	LS	\$10,000.00	\$10,000
	48	Push 6" PE through carrier under tracks	1	LS	\$7,500.00	\$7,500
	49	Gas allowance - working around lines	1	LS	\$5,000.00	\$5,000
	50	Traffic control	1	LS	\$10,000.00	\$10,000
	51	electrical allowance	1	LS	\$20,000.00	\$20,000
	52	Gas allowance	1	LS	\$12,000.00	\$12,000
	53	Internet allowance	1	LS	\$10,000.00	\$10,000
	T3	SubTotal Road Construction & Utility Costs				\$1,065,045
Percentage Allocations On Construction Subtotal	A1	Performance & Payment bonds	2	%	----	\$22,200
	A2	Mobilization/Demobilization	3	%	----	\$33,200
	A3	Funding Requirements	0.0	%	----	\$0
	A4	Construction Contingencies	10	%	----	\$110,600
	A5	Geotechnical	0	%	----	\$0
	A6	Engineering, Permitting, Coordination, Construction Admin.	4	%	----	\$44,300
	A7	Surveying (Staking) & Legal	3	%	----	\$33,200
	T4	Subtotal on Construction Allocations				\$243,500
	T5	TOTAL PROJECT SUBTOTAL				\$1,348,545

ENGINEER'S PRELIMINARY COST ESTIMATE
Wednesday, January 31, 2024
Village of Kronenwetter - Lift Station 8 & 4 Project



OVERALL PROJECT - Lift Station, Forcemain, Power, Generator, Interceptor

	#	Item	Item Quantity	Units	Unit Cost	Total Cost
Project Development Costs	a	Comprehensive Mapping & Surveying To-Date	----	---	----	----
	b	Planning, Coordination, Engineering & Administration To-Date	----	---	----	\$40,000
	c	Legal Services To-Date	----	---	----	----
	d	Title Services To-Date	----	---	----	----
	e	TID Update or Amendment Services (Confirm)	----	----	----	\$10,000
	f	Land Acquisition (Prof. Fees & Land Rights) Estimate	----	---	----	----
	T1	Subtotal Project Development Costs				\$50,000

Construction Costs	1	Erosion Control Items & Maintenance During Construction	1	Lump Sum	\$2,500.00	\$2,500
	2	Unclassified Excavation-Non Paved Areas	110	CY	\$15.00	\$1,650
	3	Remove Asphalt Pavement, Driveway	360	SY	\$5.00	\$1,800
	4	Sawcut Asphalt Pavement	23	LF	\$1.50	\$35
	5	Topsoil removal	415	SY	\$2.50	\$1,038
	6	8 ft dia mh w/lid & base	1	LS	\$40,000.00	\$40,000
	7	8 ft wet well liftstation Complete	1	LS	\$170,000.00	\$170,000
	8	Excavation, installation, dewatering	1	LS	\$190,000.00	\$190,000
	9	Granular backfill/ liftstation & MH's	350	CY	\$25.00	\$8,750
	10	Generator - 60 KW	1	EA	\$50,000.00	\$50,000
	11	Electrician & Controls - Complete	1	LS	\$25,000.00	\$25,000
	12	Abandon ex. Ls/ electrical complete	1	LS	\$20,000.00	\$20,000
	13	Abandon existing Structure & Pad	1	LS	\$5,000.00	\$5,000
	14	3/4" Crushed Aggregate for roadway, 8" thick	3300	SY	\$10.00	\$33,000
	15	18" Breaker Run for Roadway	3300	SY	\$15.00	\$49,500
	16	HMA Asphalt Pavement 2" Surface Course - Interceptor	3300	SY	\$22.00	\$72,600
	17	HMA Asphalt Pavement 2" Binder Course-Interceptor	3300	SY	\$18.00	\$59,400
	18	Hot Tar Butt Joint Sealer	23	LF	\$5.00	\$115
	19	3/4" Crushed Aggregate for Drive Shoulder, 2' wide x 6" thick	11	CY	\$50.00	\$550
	20	Concrete gen pad/ Elec pad	7	CY	\$300.00	\$2,100
	21	Topsoil, Seed & E-Mat all Disturbed areas,	502	SY	\$4.00	\$2,008
	22	Install Base, Pole, & Fixture for Street Lights (Light Type Assumed)	1	EA	\$4,500.00	\$4,500
	23	Electrical in Conduit for Street Lights	1	LS	\$ 1,500.00	\$1,500
	24	4 ft dia mh w/r-1550 casting	1	EA	\$ 5,000.00	\$5,000
	25	12" D.I san sewer	16	LF	\$ 50.00	\$800
	26	12" PVC SDR 21 type	83	LF	\$ 50.00	\$4,150
	27	6" FM D.I. pipe	15	LF	\$ 30.00	\$450
	28	6" FM PE pipe	71	LF	\$ 25.00	\$1,775
	29	6" MJ 45 Deg Bends	2	Ea	\$ 1,500.00	\$3,000
	30	6" Flow meter w/manhole	1	LS	\$ 2,500.00	\$2,500
	31	6" MJ 90 Deg Bend	1	Ea	\$ 1,900.00	\$1,900
	32	Connect to new 6" FM	1	LS	\$ 500.00	\$500
	33	6" FM PE Pipe Bursting, Pipe only	3693	LF	\$ 12.00	\$44,316
	34	Pipe Bursting 4" to 6"	3693	LF	\$ 30.00	\$110,790
	35	3-Phase Power Extension and Setup	1	LS	\$ 60,000.00	\$60,000
	36	4' Dia mh special with sump, air release , and piping within mh,	1	LS	\$ 7,500.00	\$7,500
	37	Connect new 6" into existing mh, core larger opening.	1	LS	\$ 2,500.00	\$2,500
	38	Abandon existing Structure & pads	1	LS	\$ 5,000.00	\$5,000
	39	8" PVC SDR 26 - Reconnect	80	LF	\$ 35.00	\$2,800
	40	12" PVC SDR 21-Interceptor	2110	LF	\$ 50.00	\$105,500
	41	4' DIA MH W/Casting	9	EA	\$ 5,000.00	\$45,000
	42	Boring interstate W/ 24" Casing Pipe	285	LF	\$ 150.00	\$42,750
	43	Boring under hwy & Railroad tracks W/ 24" Casing Pipe	325	LF	\$ 120.00	\$39,000
	44	Connect Existing Sewers	6	Ea	\$ 500.00	\$3,000
	45	Gas allowance	1	LS	\$ 20,000.00	\$20,000
	46	Internet allowance	1	LS	\$ 10,000.00	\$10,000
	47	WisDOT Fence Removal, Install	50	LF	\$ 50.00	\$2,500
	T2	SubTotal Road Construction & Utility Costs				\$1,261,776

Percentage Allocations On Construction Subtotal	A1	Performance & Payment bonds	2	%	----	\$26,300
	A2	Mobilization/Demobilization	3	%	----	\$39,400
	A3	Funding Requirements	0.0	%	----	\$0
	A4	Construction Contingencies	10	%	----	\$131,200
	A5	Geotechnical	0	%	----	\$0
	A6	Engineering, Permitting, Coordination, Construction Admin. Going Forward	4	%	----	\$52,500
	A7	Surveying (Staking) & Legal	2	%	----	\$26,300
	T3	Subtotal on Construction Allocations				\$275,700

T4 TOTAL PROJECT SUBTOTAL **\$1,587,476**



Village of Kronenwetter, WI

2023 Sewer Rate Study Update & TIF

February 6, 2024 UC/RDA Meeting

Why are we here?

Section 5, Item 1.

- Update SLRCFA with RMMSD charges and CIP
 - ✓ Ehlers to identify fiscal sustainability
- TID 2, 3, & 4 LRCFA
 - ✓ TID 2: Funding projects before expenditure period
 - ✓ TID 3 & 4: Revenue sharing



Sewer LRCFA Update & TIF

SEWER

Sewer Fiscal Sustainability

Section 5, Item I.

- Goal to maintain annual cash flow for “all-in” debt coverage and minimum recommended reserves
- Review LRCFA with 77% adjustment and adopted CIP (below)
 - ✓ Looked at 2 scenarios funding debt vs. cash with same derivation for rate adjustment

Projects	Funding	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Totals
Sewer Lift Station Rebuild Program	Cash		50,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	530,000
Lift Station Updates	Cash		100,000	100,000	100,000	200,000	200,000	200,000				900,000
Sewer Interceptor Capacity Review & Design	Cash				140,000							140,000
Generators	Revenue Debt		150,000	150,000	150,000							450,000
Water & Sewer GIS System	Cash		50,000									50,000
Vac Truck	Revenue Debt			180,000	180,000							360,000
New Storage Building/Garage (heated)	Revenue Debt			150,000								150,000
2023 YE Estimate	Cash	363,120										363,120
Lift Station 4 - Sewer Portion 42%	Revenue Debt		328,860									328,860
Lift Station 4 - TID 2 Portion 58%	TIF		454,140									454,140
Lift Station 8 - TID 2 Portion 100%	TIF		1,039,000									1,039,000
Pickup Truck	Cash		40,000									40,000
Actual CIP Costs		363,120	2,212,000	640,000	630,000	260,000	260,000	260,000	60,000	60,000	60,000	4,805,120

Sewer LRCFA Funding with Cash

Section 5, Item1.

	Est. 2023	Budget 2024	Projected							
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenues										
Total Revenues from User Rates ¹	\$677,215	\$1,198,671	\$1,470,723	\$1,804,521	\$1,804,521	\$1,804,521	\$1,804,521	\$1,804,521	\$1,804,521	\$1,804,521
Percent Increase to User Rates	0.00%	77.00%	22.70%	22.70%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Cumulative Percent Rate Increase	0.00%	77.00%	117.17%	166.46%	166.46%	166.46%	166.46%	166.46%	166.46%	166.46%
Dollar Amount Increase to Revenues		\$521,456	\$272,053	\$333,798	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Revenues	\$44,129	\$32,825	\$33,007	\$33,190	\$33,375	\$33,562	\$33,750	\$33,939	\$34,130	\$34,322
Total Revenues	\$721,344	\$1,231,496	\$1,503,730	\$1,837,712	\$1,837,897	\$1,838,083	\$1,838,271	\$1,838,460	\$1,838,651	\$1,838,844
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	(\$41,565)	\$254,500	\$507,295	\$821,448	\$801,407	\$780,964	\$610,109	\$585,835	\$561,074	\$535,815
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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Transfer In (Out)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Less: Capital Improvements	\$363,120	\$2,212,000	\$640,000	\$630,000	\$260,000	\$260,000	\$260,000	\$60,000	\$60,000	\$60,000
Debt Issued/Grants/Aid	\$0	\$1,493,140	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Annual Cash Flow	(\$404,685)	(\$464,360)	(\$132,705)	\$191,448	\$541,407	\$520,964	\$350,109	\$525,835	\$501,074	\$475,815
Restricted and Unrestricted Cash Balance:										
Balance at first of year	\$1,392,455	\$987,770	\$523,410	\$390,705	\$582,152	\$1,123,560	\$1,644,523	\$1,994,633	\$2,520,468	\$3,021,542
Net Annual Cash Flow Addition/(subtraction)	(\$404,685)	(\$464,360)	(\$132,705)	\$191,448	\$541,407	\$520,964	\$350,109	\$525,835	\$501,074	\$475,815
Balance at end of year	\$987,770	\$523,410	\$390,705	\$582,152	\$1,123,560	\$1,644,523	\$1,994,633	\$2,520,468	\$3,021,542	\$3,497,357
"All-in" Debt Coverage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Ove/(Under) Recommended Reserves	\$474,204	(\$24,367)	(\$175,183)	\$0	\$528,790	\$974,464	\$1,311,389	\$1,825,900	\$2,315,441	\$28,9820

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

Sewer LRCFA Funding with Cash

Section 5, Item1.

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	22.70%	7.95	51.25	\$ 146.66	\$ 27.13	\$ 885.25	\$ 117.21	1.05%	2025
2026	3.00%	3.81	31.19	\$ 76.89	\$ 2.24	22.70%	9.76	62.88	\$ 179.94	\$ 33.29	\$ 1,027.35	\$ 142.10	1.22%	2026
2027	3.00%	3.92	32.13	\$ 79.20	\$ 2.31	0.00%	9.76	62.88	\$ 179.94	\$ -	\$ 1,036.58	\$ 9.23	1.23%	2027
2028	3.00%	4.04	33.09	\$ 81.58	\$ 2.38	0.00%	9.76	62.88	\$ 179.94	\$ -	\$ 1,046.09	\$ 9.50	1.24%	2028
2029	3.00%	4.16	34.08	\$ 84.02	\$ 2.45	0.00%	9.76	62.88	\$ 179.94	\$ -	\$ 1,055.88	\$ 9.79	1.25%	2029
2030	3.00%	4.29	35.11	\$ 86.54	\$ 2.52	0.00%	9.76	62.88	\$ 179.94	\$ -	\$ 1,065.96	\$ 10.08	1.26%	2030
2031	3.00%	4.42	36.16	\$ 89.14	\$ 2.60	0.00%	9.76	62.88	\$ 179.94	\$ -	\$ 1,076.34	\$ 10.39	1.27%	2031
2032	22.82%	5.42	44.41	\$ 109.49	\$ 20.34	0.00%	9.76	62.88	\$ 179.94	\$ -	\$ 1,157.72	\$ 81.38	1.37%	2032
Total Change over planning period					\$ 37.01						\$ 117.41	\$ 617.68		

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.

Sewer LRCFA Funding with Cash & Debt

Section 5, Item1.

	Est. 2023	Budget 2024	Projected							
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Revenues										
Total Revenues from User Rates ¹	\$677,215	\$1,198,671	\$1,249,614	\$1,302,723	\$1,358,089	\$1,415,807	\$1,475,979	\$1,475,979	\$1,535,018	\$1,535,018
Percent Increase to User Rates	0.00%	77.00%	4.25%	4.25%	4.25%	4.25%	4.25%	0.00%	4.00%	0.00%
Cumulative Percent Rate Increase	0.00%	77.00%	84.52%	92.36%	100.54%	109.06%	117.95%	117.95%	126.67%	126.67%
Dollar Amount Increase to Revenues		\$521,456	\$50,944	\$53,109	\$55,366	\$57,719	\$60,172	\$0	\$59,039	\$0
Total Other Revenues	\$44,129	\$32,825	\$33,007	\$33,190	\$33,375	\$33,562	\$33,750	\$33,939	\$34,130	\$34,322
Total Revenues	\$721,344	\$1,231,496	\$1,282,621	\$1,335,913	\$1,391,464	\$1,449,369	\$1,509,729	\$1,509,918	\$1,569,148	\$1,569,341
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	(\$41,565)	\$254,500	\$286,186	\$319,649	\$354,974	\$392,250	\$281,567	\$257,293	\$291,571	\$266,312
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	\$111,031	\$127,000	\$129,113	\$130,950	\$132,513	\$133,800	\$134,813	\$135,550
Total Debt Service	\$0	\$0	\$111,031	\$127,000	\$129,113	\$130,950	\$132,513	\$133,800	\$134,813	\$135,550
Transfer In (Out)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Less: Capital Improvements	\$363,120	\$2,212,000	\$708,663	\$630,000	\$260,000	\$260,000	\$260,000	\$60,000	\$60,000	\$60,000
Debt Issued/Grants/Aid	\$0	\$2,918,140	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Annual Cash Flow	(\$404,685)	\$960,640	(\$533,508)	(\$437,351)	(\$34,138)	\$1,300	(\$110,945)	\$63,493	\$96,758	\$70,762
Restricted and Unrestricted Cash Balance:										
Balance at first of year	\$1,392,455	\$987,770	\$1,948,410	\$1,414,902	\$977,551	\$943,413	\$944,713	\$833,767	\$897,260	\$994,019
Net Annual Cash Flow Addition/(subtraction)	(\$404,685)	\$960,640	(\$533,508)	(\$437,351)	(\$34,138)	\$1,300	(\$110,945)	\$63,493	\$96,758	\$70,762
Balance at end of year	\$987,770	\$1,948,410	\$1,414,902	\$977,551	\$943,413	\$944,713	\$833,767	\$897,260	\$994,019	\$1,064,781
"All-in" Debt Coverage	N/A	N/A	2.58	2.52	2.75	3.00	2.12	1.92	2.16	1.96
Ove/(Under) Recommended Reserves	\$474,204	\$1,289,602	\$722,014	\$266,286	\$217,693	\$142,141	\$16,724	\$67,880	\$152,368	6,094

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

Sewer LRCFA Funding with Cash & Debt

Section 5, Item1.

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	4.25%	6.76	43.55	\$ 124.61	\$ 5.08	\$ 797.06	\$ 29.02	0.94%	2025
2026	3.00%	3.81	31.19	\$ 76.89	\$ 2.24	4.25%	7.04	45.40	\$ 129.91	\$ 5.30	\$ 827.20	\$ 30.14	0.98%	2026
2027	3.00%	3.92	32.13	\$ 79.20	\$ 2.31	4.25%	7.34	47.33	\$ 135.43	\$ 5.52	\$ 858.51	\$ 31.31	1.02%	2027
2028	3.00%	4.04	33.09	\$ 81.58	\$ 2.38	4.25%	7.65	49.34	\$ 141.18	\$ 5.76	\$ 891.04	\$ 32.53	1.06%	2028
2029	3.00%	4.16	34.08	\$ 84.02	\$ 2.45	4.25%	7.98	51.43	\$ 147.18	\$ 6.00	\$ 924.83	\$ 33.79	1.10%	2029
2030	3.00%	4.29	35.11	\$ 86.54	\$ 2.52	0.00%	7.98	51.43	\$ 147.18	\$ -	\$ 934.91	\$ 10.08	1.11%	2030
2031	3.00%	4.42	36.16	\$ 89.14	\$ 2.60	4.00%	8.30	53.49	\$ 153.07	\$ 5.89	\$ 968.85	\$ 33.93	1.15%	2031
2032	22.82%	5.42	44.41	\$ 109.49	\$ 20.34	0.00%	8.30	53.49	\$ 153.07	\$ -	\$ 1,050.23	\$ 81.38	1.24%	2032
Total Change over planning period					\$ 37.01						\$ 90.54	\$ 510.19		

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.

Sewer LRCFA Scenario Results

Section 5, Item I.

- Funding with debt provides for more stabilized use of cash and lower immediate rate adjustment magnitude requirement (cumulative 127% vs. 166%; 2024 adj. included)
 - ✓ Minimum recommended rate adjustments to meet debt coverage and recommended reserves criteria
- Debt scenario included funding with revenue bonds but could use GO pledge and abate the levy with sewer revenues as well



Sewer LRCFA Update & TIF

TIF

- Ehlers reviewed two options for funding future projects
- Option 1: Total for all projects = \$7,160,000
 - ✓ Road Design - \$153,000
 - ✓ Kronenwetter Drive Construction \$2,785,000
 - ✓ Misc Roads Construction \$2,400,000
 - ✓ Lift Station 8 Design \$40,000
 - ✓ Lift Station 4 Design \$40,000
 - ✓ Lift Station 8 Construction \$999,000
 - ✓ Lift Station 4 Construction \$743,000
- Option 2: Total for all projects = \$6,831,140
 - ✓ Road Design - \$153,000
 - ✓ Kronenwetter Drive Construction \$2,785,000
 - ✓ Misc Roads Construction \$2,400,000
 - ✓ Lift Station 8 Design \$40,000
 - ✓ Lift Station 4 Design \$23,200
 - ✓ Lift Station 8 Construction \$999,000
 - ✓ Lift Station 4 Construction \$430,940

Village of Kronenwetter, Wisconsin																						
Tax Increment District #2																						
Cash Flow Projection																						
Year	Projected Revenues					Expenditures												Balances			Year	
					Total Revenues	Actual Debt Service		G.O. Promissory Notes, 2013B 1,067,000			GO Notes, Series 2024 7,450,000						Total Expenditures					
	Tax Increments	Intergov.	Other Revenue	Debt Proceeds		Principal	Interest	Dated Date: 11/12/13	Principal	Rate	Interest	Dated Date: 05/01/24	Principal	Est. Rate	Interest	Capital Outlay		Other/TID 4 Sharing	Admin.	Annual		Cumulative
2016	455,030	66,816	188,073		709,919	365,000	84,429								49,598		38,188	537,215	172,704	1,122,730		2016
2017	394,084	40,221	491,714		926,019	110,000	81,400								60,773		28,502	280,675	645,344	1,768,074		2017
2018	435,327	40,812	57,756		533,895	110,000	78,925								14,998		102,412	306,335	227,560	1,995,634		2018
2019	523,316	44,825	50,397		618,538	110,000	76,318								170,313		87,621	444,252	174,286	2,169,920		2019
2020	727,516	44,295	16,819		788,630	110,000	73,287								950,247	236,000	14,954	1,384,488	(595,858)	1,574,062		2020
2021	864,178	43,766	7,616		915,560	2,608,000	41,163								15,229	1,014,141	2,044	3,680,577	(2,765,017)	(1,190,955)		2021
2022	739,897	44,295	7,920		792,112			187,000	3.25%	3,039					3,500		19,915	213,454	578,658	(612,297)		2022
2023	951,013	44,295	24,986		1,020,295												33,448	33,448	986,847	374,550		2023
2024	844,012	44,300	24,000	7,450,000	8,362,312									7,446,400	0	294,699	7,741,099	621,213	995,763	7,450,000		2024
2025	844,012				844,012						510,000	5.50%	566,454		0			1,076,454	(232,442)	763,321	6,940,000	2025
2026	844,012				844,012						610,000	5.50%	364,925		36,691			1,011,616	(167,604)	595,717	6,330,000	2026
2027	844,012				844,012						610,000	5.50%	331,375		39,491			980,866	(136,854)	458,863	5,720,000	2027
2028	844,012				844,012						625,000	5.50%	297,413		38,891			961,304	(117,291)	341,571	5,095,000	2028
2029	844,012				844,012						655,000	5.50%	262,213		0			917,213	(73,200)	268,371	4,440,000	2029
2030	844,012				844,012						690,000	5.50%	225,225		0			915,225	(71,213)	197,158	3,750,000	2030
2031	844,012				844,012						720,000	5.50%	186,450					906,450	(62,438)	134,720	3,030,000	2031
2032	844,012				844,012						755,000	5.50%	145,888					900,888	(56,875)	77,845	2,275,000	2032
2033	844,012				844,012						795,000	5.50%	103,263					898,263	(54,250)	23,595	1,480,000	2033
2034	844,012				844,012						1,480,000	5.50%	40,700					1,520,700	(676,688)	(653,093)	0	2034
Total	15,614,588	760,278	6,546,469	16,363,000	39,284,335	16,044,287	2,211,137	187,000		3,039	7,450,000		2,523,904	10,351,529	1,365,214	800,738	40,936,849					Total
Notes:																			Projected TID Closure			
Years prior to 2016 hidden for depiction purposes.																						

Village of Kronenwetter, Wisconsin

Tax Increment District #2

Cash Flow Projection - Option 2 2024 Capital Projects

Year	Projected Revenues					Expenditures											Balances			Year		
					Total Revenues	Actual Debt Service		G.O. Promissory Notes, 2013B 1,067,000			GO Notes, Series 2024 7,105,000						Total Expenditures					
	Tax Increments	Intergov.	Other Revenue	Debt Proceeds		Principal	Interest	Dated Date: 11/12/13	Principal	Rate	Interest	Dated Date: 05/01/24	Principal	Est. Rate	Interest	Capital Outlay		Other/TID 4 Sharing	Admin.		Annual	Cumulative
2016	455,030	66,816	188,073		709,919	365,000	84,429								49,598		38,188	537,215	172,704	1,122,730		2016
2017	394,084	40,221	491,714		926,019	110,000	81,400								60,773		28,502	280,675	645,344	1,768,074		2017
2018	435,327	40,812	57,756		533,895	110,000	78,925								14,998		102,412	306,335	227,560	1,995,634		2018
2019	523,316	44,825	50,397		618,538	110,000	76,318								170,313		87,621	444,252	174,286	2,169,920		2019
2020	727,516	44,295	16,819		788,630	110,000	73,287								950,247	236,000	14,954	1,384,488	(595,858)	1,574,062		2020
2021	864,178	43,766	7,616		915,560	2,608,000	41,163								15,229	1,014,141	2,044	3,680,577	(2,765,017)	(1,190,955)		2021
2022	739,897	44,295	7,920		792,112			187,000	3.25%	3,039					3,500		19,915	213,454	578,658	(612,297)		2022
2023	951,013	44,295	24,986		1,020,295												33,448	33,448	986,847	374,550		2023
2024	844,012	44,300	24,000	7,105,000	8,017,312									7,104,386	0	294,699	7,399,085	618,227	992,777	7,105,000		2024
2025	844,012				844,012						625,000	5.50%	536,410		0	5,000	1,166,410	(322,398)	670,378	6,480,000		2025
2026	844,012				844,012						720,000	5.50%	336,600		36,691	5,000	1,098,291	(254,279)	416,100	5,760,000		2026
2027	844,012				844,012						720,000	5.50%	297,000		39,491	5,000	1,061,491	(217,479)	198,621	5,040,000		2027
2028	844,012				844,012						720,000	5.50%	257,400		38,891	5,000	1,021,291	(177,279)	21,342	4,320,000		2028
2029	844,012				844,012						720,000	5.50%	217,800		0	5,000	942,800	(98,788)	(77,446)	3,600,000		2029
2030	844,012				844,012						720,000	5.50%	178,200		0	5,000	903,200	(59,188)	(136,634)	2,880,000		2030
2031	844,012				844,012						720,000	5.50%	138,600			5,000	863,600	(19,588)	(156,222)	2,160,000		2031
2032	844,012				844,012						720,000	5.50%	99,000			5,000	824,000	20,012	(136,210)	1,440,000		2032
2033	844,012				844,012						720,000	5.50%	59,400			5,000	784,400	59,612	(76,597)	720,000		2033
2034	844,012				844,012						720,000	5.50%	19,800			5,000	744,800	99,213	22,615	0		2034
Total	15,614,588	760,278	6,546,469	16,018,000	38,939,335	16,044,287	2,211,137	187,000		3,039	7,105,000		2,140,210	10,009,515	1,365,214	850,738	39,916,140					Total

Notes:

Years prior to 2016 hidden for depiction purposes.
Option 2 Capital Projects from Village staff 1/3/24 email to Ehlers.
Debt Proceeds includes 4% Costs of Issuance.

Projected TID Closure

TID 2 Recap

Section 5, Item 1.

- Assumptions for both options:
 - ✓ GO Notes (10 maturities)
 - ✓ 5.5% interest rate (currently conservative but unsure to say where the market will go as we get into spring of an election year so we want to be safe)
 - ✓ 4% Cost of Issuance added to the par amount. Given the size of the issue open market should be the best option providing the lowest cost of financing beating the State Trust Fund Loan and local bank rates (feel free to reach out to see if any banks would be willing to fund this amount and see what rate you can get and Ehlers can run against market rates)

TID 2 Recap

Section 5, Item1.

- Option 1 may be unaffordable in the TID's current maximum life and would need to rely on increased Equalized Tax Rates, additional increment value, and/or any allowable extension of maximum life.

Village of Kronenwetter, Wisconsin

Tax Increment District #3

Tax Increment Projection Worksheet

Type of District	IND after 10/1/2004	Base Value	405,100
District Creation Date	November 3, 2004	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2005		
Max Life (Years)	20		
Expenditure Period/Termination	15 11/3/2024		
Revenue Periods/Final Year	19 2029		
Extension Eligibility/Years	Yes 6		
Eligible Recipient District	No		

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment ¹
11	2015	0	2016	0	589,500	2017	\$18.88	11,127
12	2016	35,200	2017	0	624,700	2018	\$19.79	12,364
13	2017	-5,100	2018	0	619,600	2019	\$19.67	12,186
14	2018	112,000	2019	0	731,600	2020	\$18.64	13,637
15	2019	29,000	2020	0	760,600	2021	\$18.41	14,002
16	2020	-109,100	2021	0	651,500	2022	\$17.58	11,454
17	2021	203,700	2022	0	855,200	2023	\$15.19	12,992
18	2022	1,564,200	2023	0	2,419,400	2024	\$14.11	34,131
19	2023	0	2024	0	2,419,400	2025	\$14.11	34,131
20	2024	0	2025	0	2,419,400	2026	\$14.11	34,131
21	2025	0	2026	0	2,419,400	2027	\$14.11	34,131
22	2026	0	2027	0	2,419,400	2028	\$14.11	34,131
23	2027	0	2028	0	2,419,400	2029	\$14.11	34,131
24	2028	0	2029	0	2,419,400	2030	\$14.11	34,131
25	2029	0	2030	0	2,419,400	2031	\$14.11	34,131
26	2030	0	2031	0	2,419,400	2032	\$14.11	34,131
27	2031	0	2032	0	2,419,400	2033	\$14.11	34,131
28	2032	0	2033	0	2,419,400	2034	\$14.11	34,131
Totals		1,829,900		0		Future Value of Increment		469,146

Notes:

1) Actual results will vary depending on development, inflation of overall tax rates.

Village of Kronenwetter, Wisconsin												
Tax Increment District #3												
Cash Flow Projection												
Year	Projected Revenues					Expenditures				Balances		
	Tax Increments	Intergov.	Other Revenue	Debt Proceeds	Total Revenues	Capital Outlay	TID 4 Allocation	Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding
2016	5,945		93		6,038	24		1,693	1,717	4,321	27,686	
2017	11,127		121		11,248	21		2,863	2,884	8,364	36,050	
2018	12,364		655		13,019	22		1,633	1,655	11,364	47,414	
2019	12,186	86	856		13,128	21		13,697	13,718	(590)	46,824	
2020	13,637	534	257		14,428			1,239	1,239	13,189	60,013	
2021	14,002	982	208		15,192			1,236	1,236	13,956	73,969	
2022	11,454	534	120		12,108			738	738	11,370	85,339	
2023	12,992	534	2,998		16,524			1,809	1,809	14,715	100,054	
2024	34,131	534	5,250		39,915		45,737	5,323	51,061	(11,146)	88,908	
2025	34,131				34,131		75,591	5,000	80,591	(46,460)	42,447	
2026	34,131				34,131		37,000	5,000	42,000	(7,869)	34,578	
2027	34,131				34,131		37,000	5,000	42,000	(7,869)	26,709	
2028	34,131				34,131		37,000	5,000	42,000	(7,869)	18,840	
2029	34,131				34,131		37,000	5,000	42,000	(7,869)	10,970	
2030	34,131				34,131		37,000	5,000	42,000	(7,869)	3,101	
2031	34,131				34,131			5,000	5,000	29,131	32,232	
2032	34,131				34,131			5,000	5,000	29,131	61,363	
2033	34,131				34,131			5,000	5,000	29,131	90,494	
2034	34,131				34,131			5,000	5,000	29,131	119,624	
Total	435,015	3,204	10,558	0	448,777	88	306,329	80,232	386,648			Total
<div>Notes:<div>1) Years prior to 2016 hidden for depiction purposes.</div><div>2) The District is beyond its Expenditure Period and therefore should be closed as it has paid its liabilities unless the Village wishes to keep the District open to be a Donor TID which it is designated as to TID 4.</div></div> <div>Legend:<div>Projected TID Closure</div><div>Expenditure Period End</div></div>												

Village of Kronenwetter, Wisconsin

Tax Increment District #4

Tax Increment Projection Worksheet

Type of District	IND after 10/1/2004	Distressed	Base Value	106,600
District Creation Date	November 3, 2004		Appreciation Factor	0.00%
Valuation Date	Jan 1, 2005			
Max Life (Years)	20			
Expenditure Period/Termination	15	11/3/2024	Extended to 11/3/2034	
Revenue Periods/Final Year	19	2029		
Extension Eligibility/Years	Yes	6		
Eligible Recipient District	No			

	Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment ¹
11	2015	0	2016	0	4,250,600	2017	\$18.88	80,234
12	2016	-21,400	2017	0	4,229,200	2018	\$19.79	83,703
13	2017	702,400	2018	0	4,931,600	2019	\$19.67	96,994
14	2018	103,200	2019	0	5,034,800	2020	\$18.64	93,847
15	2019	898,100	2020	0	5,932,900	2021	\$18.41	109,217
16	2020	-118,000	2021	0	5,814,900	2022	\$17.58	102,235
17	2021	4,665,700	2022	0	10,480,600	2023	\$15.19	159,217
18	2022	-1,307,300	2023	0	9,173,300	2024	\$14.11	129,409
19	2023	0	2024	0	9,173,300	2025	\$14.11	129,409
20	2024	0	2025	0	9,173,300	2026	\$14.11	129,409
21	2025	0	2026	0	9,173,300	2027	\$14.11	129,409
22	2026	0	2027	0	9,173,300	2028	\$14.11	129,409
23	2027	0	2028	0	9,173,300	2029	\$14.11	129,409
24	2028	0	2029	0	9,173,300	2030	\$14.11	129,409
25	2029	0	2030	0	9,173,300	2031	\$14.11	129,409
26	2030	0	2031	0	9,173,300	2032	\$14.11	129,409
27	2031	0	2032	0	9,173,300	2033	\$14.11	129,409
28	2032	0	2033	0	9,173,300	2034	\$14.11	129,409
Totals		4,922,700		0		Future Value of Increment		2,237,787

Notes:

1) Actual results will vary depending on development, inflation of overall tax rates.

Village of Kronenwetter, Wisconsin

Tax Increment District #4

Cash Flow Projection

Year	Projected Revenues						Expenditures											Balances			Year
						Total Revenues	Actual Debt Service		GO Ref Bonds, Series 2021A 1,585,000			GO Ref Bonds, Series 2021B 735,000					Total Expenditures				
	Tax Increments	Intergov.	Other Revenue	Other: TID Rev. sharing	Debt Proceeds		Principal	Interest	Dated Date: 02/03/21	Principal (4/1)	Rate	Interest	Dated Date: 02/03/21	Principal (4/1)	Rate	Interest		Capital Outlay	Admin.	Annual	
2016	88,843	1,019	24,022			113,884	50,000	48,971							22	1,790	100,783	13,101	35,862		2016
2017	80,234	649	29,018			109,901	50,000	47,971							2,919	3,075	103,965	5,936	41,798		2017
2018	83,703	659	26,892			111,254	50,000	46,846							22	3,322	100,190	11,064	52,862		2018
2019	96,994	1,257	48,270			146,521	50,000	45,739							21	15,700	111,460	35,061	87,923		2019
2020	93,847	1,037	18,182			113,066	50,000	44,284							0	1,265	95,549	17,517	105,440		2020
2021	109,217	817	82,988		1,749,051	1,942,073	1,771,082	60,421							0	1,234	1,832,737	109,336	214,776		2021
2022	102,235	1,037	22,671			125,943	150,000	47,200							0	1,007	198,207	(72,264)	142,512	1,435,000	2022
2023	159,217	1,037	30,316			190,569			155,000	2.00%	30,900	0		11,700		1,908	199,508	(8,939)	133,572	1,280,000	2023
2024	129,409	1,037	30,340	45,737		206,523			165,000	2.00%	24,500	0		11,700		5,323	206,523	0	133,572	1,115,000	2024
2025	129,409			75,591		205,000			170,000	2.00%	17,800	0		11,700		5,500	205,000	0	133,572	945,000	2025
2026	129,409			73,691		203,100			175,000	2.00%	10,900	0		11,700		5,500	203,100	0	133,572	770,000	2026
2027	129,409			76,491		205,900			185,000	2.00%	3,700	0		11,700		5,500	205,900	0	133,572	585,000	2027
2028	129,409			75,891		205,300						190,000		9,800		5,500	205,300	0	133,572	395,000	2028
2029	129,409			25,000		154,409						195,000		5,950		5,500	206,450	(52,041)	81,531	200,000	2029
2030	129,409					129,409						200,000		2,000		5,500	207,500	(78,091)	3,440	0	2030
2031	129,409					129,409										5,500	5,500	123,909	127,349	0	2031
2032	129,409					129,409										5,500	5,500	123,909	251,258	0	2032
2033	129,409					129,409										5,500	5,500	123,909	375,167	0	2033
2034	129,409					129,409										5,500	5,500	123,909	499,076	0	2034
Total	2,108,378	8,549	312,699		1,749,051	4,551,078	2,171,082	341,432	850,000		87,800	585,000		76,250	2,984	89,625	4,204,173				Total

Notes:
1) Years prior to 2016 hidden for depiction purposes.
2) The District is beyond its Expenditure Period and therefore should be closed once it has paid its liabilities.

Legend:

Projected TID Closure

Expenditure Period End

TID 3 & 4 Recap

Section 5, Item1.

- TID 3
 - ✓ Based on current Increment Value & EV Tax Rate the District produces 29k in annual cash flow which can be shared with TID 4 per 2019 allocation amendment. Projected closure 2030.
- TID 4
 - ✓ Based on current Increment Value & EV Tax Rate the District falls short of the allocation for 2021 GO Refunding Bonds.
 - ✓ TID 3 can make up the majority of the shortfall through revenue sharing. TID 2 can make up the rest. Projected closure 2030.

Questions?

Section 5, Item 1.



Report to Redevelopment Authority Committee

Meeting Date: February 6, 2024

Referring Body: Redevelopment Authority (RDA)

Committee Contact: Chris Eiden, Chair

Staff Contact: Peter S. Wegner, CD/PZD

Report Prepared by: Peter S. Wegner, CD/PZD

AGENDA ITEM: Resolution: 2019-009 Village of Kronenwetter Development Agreement A&M Personal Storage, LLC

OBJECTIVE(S): Update the RDA Committee on status of Development Agreement

HISTORY/BACKGROUND: On May 14, 2019, the Village of Kronenwetter signed a Development Agreement with A&M Personal Storage, LLC. The Developer was to construct 7 new personal storage buildings on the site through three separate phases (see attached). Village staff sent numerous e-mails in 2020 to Doug Mielke, owner of A&M Personal Storage regarding concerns related to defaults of the Development Agreement. Letters were sent to Doug Mielke on October 16, 2020, November 24, 2020, January 26, 2021, July 23, 2021 and July 29, 2022 outlining the actions needed to remedy the defaults. The last letter in 2022, required completion of the landscaping on the western lot line, installation of full cut-off lighting on the exterior of the buildings and complete phase 1 paving requirements by December 31, 2022. An onsite inspection of the property on December 21, 2023 reveals the following:

1. There are currently only three storage buildings. The Development agreement required a total four storage buildings to be completed by December 31, 2021.
2. Landscaping requirements have not been met.
3. Paving of the driveway and parking areas has not been completed.
4. Lighting requirements have not been met.

The Development agreement specifies requirements for failure to complete any of the phases (see attached).

RECOMMENDED ACTION: Consider the options and next steps.

ATTACHMENTS: Resolution 2019-009, **Letters, Photos**

RESOLUTION: 2019-009

VILLAGE OF KRONENWETTER

DEVELOPMENT AGREEMENT

A&M PERSONAL STORAGE, LLC

THIS AGREEMENT TO UNDERTAKE DEVELOPMENT made this 14th day of May, 2019, by and between the VILLAGE OF KRONENWETTER, a municipal corporation of Marathon County, Wisconsin, hereinafter referred to as "VILLAGE" located at 1582 Kronenwetter Drive, Kronenwetter, WI 54455 and A&M PERSONAL STORAGE, LLC, a limited liability company, 1026 Old Highway 51, Mosinee WI 54455, hereinafter referred to as "DEVELOPER".

WITNESSETH:

WHEREAS, DEVELOPER wishes to construct a personal storage facility in the Village of Kronenwetter on approximately 3.31 acres of land and incorporated herein (the "Development Site"); and

WHEREAS, the VILLAGE, approved a site plan for the DEVELOPER on March 13, 2019; and

WHEREAS, the site plan approval required the DEVELOPER to enter into a development agreement as part of site plan review; and

WHEREAS, this Agreement is intended to provide for certain duties and responsibilities of the VILLAGE and DEVELOPER in order to cause the orderly construction and development of said improvements within the VILLAGE;

NOW, THEREFORE, it is hereby agreed as follows:

I. COMMITMENTS OF PARTIES

In consideration of the conditions set forth below, the VILLAGE will work with the DEVELOPER to ensure an orderly development occurs on the site.

A. VILLAGE OBLIGATIONS

In consideration of the obligations of DEVELOPER as set forth herein, the sufficiency and receipt of which is hereby acknowledged, the VILLAGE shall:

1. The VILLAGE will exercise its authority to issue building permits as approved construction plans are submitted through the State of Wisconsin and the applicable fees are paid to the VILLAGE.

B. DEVELOPER OBLIGATIONS

In consideration of the obligations of the VILLAGE as set forth herein, the sufficiency and receipt of which is hereby acknowledged, DEVELOPER shall:

1. The DEVELOPER shall construct 7 new personal storage buildings on the Development Site through three separate phases. Phase 1, consisting of two buildings, will be completed by December 31, 2019, Phase 2, consisting of two buildings, will be completed by December 31, 2021, and Phase 3, consisting of three buildings, will be completed by December 31, 2026. See Exhibit A (Phasing Plan). Failure to complete any of these phases prior to the stated date will require the DEVELOPER to submit a new site plan to the VILLAGE for approval. The DEVELOPER shall also be responsible for reverting any gravel laid in the unfinished phases to grass. If the DEVELOPER does not meet this requirement, the VILLAGE shall convert any gravel laid in unfinished phases to grass and all reasonable costs will be invoiced to the DEVELOPER. Any unpaid portion of the invoice will be assessed to the property on the tax roll.
2. The DEVELOPER shall establish and maintain the required landscaping as required by the site plan during each phase of construction and in accordance with the landscaping plan of the site plan or requirements of the VILLAGE Ordinance. See Exhibit B (Landscaping Plan). The landscaping abutting the western lot line shall be installed by June 1, 2020. The remainder of the landscaping shall be installed within 6 month of the completion of Phase 2 construction or June 1, 2022, whichever occurs first. If the DEVELOPER does not meet this requirement, the VILLAGE will install the landscaping and all reasonable costs will be invoiced to the DEVELOPER. Any unpaid portion of the invoice will be assessed to the property on the tax roll.
3. The Developer shall establish and maintain the required stormwater requirements as required by the site plan during the first phase of the construction and in accordance with the site plan. The DEVELOPER shall sign and submit a Stormwater Maintenance Agreement prior to the issuing of building permits.
4. The DEVELOPER shall pave each phase of the project as shown on the Phasing Plan as part of the site completion of each phase within one (1) year of the completion of construction of each phase. If the DEVELOPER does not meet this requirement, the VILLAGE will pave the driveway and parking areas as indicated on the site plan and all reasonable costs will be invoiced to the DEVELOPER. Any unpaid portion of the invoice will be assessed to the property on the tax roll. The DEVELOPER shall meet all construction standards contained within VILLAGE Ordinance § 419-16(E).
5. The DEVELOPER shall meet all local, state, and federal requirements for fire protection.
6. All exterior lighting shall be full cut-off lighting and installed according to the location, height, and illumination power specified on the site plan.

7. During the term of this Agreement, DEVELOPER shall grant to the VILLAGE, at no cost to the VILLAGE, all easements reasonably necessary for construction and maintenance of public improvements, infrastructures, and utilities on the Development Site.
8. During the site development process, the DEVELOPER shall maintain the site in an effort to reduce any negative effects of construction on neighboring properties. Any areas of the bare dirt shall be seeded with grass at the completion of each phase. No stock piles of soil, rocks, or other construction remnants shall be left on the site upon completion of each phase of construction. If the DEVELOPER does not meet this requirement, the VILLAGE will perform corrective action and all reasonable costs will be invoiced to the DEVELOPER. Any unpaid portion of the invoice will be assessed to the property on the tax roll.
9. The DEVELOPER shall obtain a Roadway Access Permit from the VILLAGE.

II. GENERAL REQUIREMENTS

A. EFFECTIVE DATE

This Agreement shall be effective on the date it is last executed by the authorized representatives of the parties hereto, as evidenced below.

B. DEFAULT

A default is defined herein as either party's breach of, or failure to comply with, the terms of this Agreement.

1. **Remedies on Default.** In the event of any default in or breach of this Agreement of any terms or conditions by any party hereto, or any successor in interest to such party, such party or successors shall cure or remedy such default or breach within thirty (30) days written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specify a time period of not less than thirty (30) days in which the default may be cured by the defaulting party. In case such action is not taken or the defaulted breach cannot be cured or remedied within the aforesaid time, the non-defaulting party may institute such proceedings that may be necessary or desirable in its opinion to cure the default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breached obligation(s). If such a proceeding is commenced, the prevailing party in such proceeding shall be entitled to recover from the other party its reasonable costs incurred in such proceeding, including reasonable attorney fees.
2. **Rights and Remedies.** The rights and remedies of the parties under this Agreement, whether by law or provided by this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different time of any such other remedies for the same event of default or breach or any of its remedies for any other default or breach by any other party.

C. TERM

This Agreement shall terminate and be of no further force and effect upon the issuance of the occupancy permit for the final building of this project and a written letter of site completion from the Village or December 31, 2027, whichever occurs first.

D. NOTICE

Delivery of documents and written notices to a party shall be effective only when accomplished in any of the following ways:

1. By sending the document or written notice, postage or fees prepaid, by U.S. Mail registered or certified mail, return receipt requested, or by a nationally recognized commercial overnight delivery system addressed to the party at:

DEVELOPER:	A&M Personal Storage Facility Doug Mielke 1026 Old Highway 51 Mosinee WI 54455
VILLAGE:	Village of Kronenwetter Village President 1582 Kronenwetter Drive Kronenwetter, WI 54455
WITH COPY TO:	Harold C. Wolfgram Wolfgram, Gamoke & Hutchinson, S.C. 114 West Fifth Street Marshfield, WI 54449

2. By giving the document or written notice personally to the party.

E. INSPECTING ENGINEER FOR THE VILLAGE

The VILLAGE hereby appoints Marathon Technical Services, LLC as its Resident Project Representative for this project. Its telephone number is 715-571-2698 and its mailing address is 2000 Lester Street, Weston WI, 54476.

F. MISCELLANEOUS PROVISIONS

1. Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement nor shall it be deemed a waiver of any subsequent default or defaults of the same type. The VILLAGE'S failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the DEVELOPER.

2. **Amendment/Modification.** This Agreement may be amended or modified only by a written amendment approved and executed by the VILLAGE and the DEVELOPER.
3. **Entire Agreement.** This written Agreement and written amendments, and any referenced attachments hereto, shall constitute the entire Agreement between the DEVELOPER and the VILLAGE.
4. **Time.** Time is of the essence as to all dates and deadlines contained in this Agreement. Provided, however, in any instance where the performance of an act is required within a specified time or by a specified date, strict compliance within the specified time shall be extended if the delay or inability to perform is caused by or results from civil disasters or acts of God. It is the intent of this provision that in the event of the occurrence of any such delay, the time or times of performance of any of the obligations of the party shall be reasonably extended for the period of the delay as determined by the other party, provided that the party seeking the extension due to the delay shall have first notified the other party thereof and requested an extension of the period of the delay.
5. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
6. **Immunity.** Nothing contained in this Agreement constitutes a waiver of the VILLAGE'S sovereign immunity under applicable law.
7. **Personal Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court for Marathon County, Wisconsin. The DEVELOPER expressly waives its right to bring such action in or to remove such action to any other court whether state or federal.
8. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the VILLAGE and DEVELOPER and their respective successors and assigns if the property constituting the Development Site or part thereof is ever transferred to new ownership.
9. **Further Assurances and Corrective Instruments.** The VILLAGE and DEVELOPER agree that they will, from time to time, execute, acknowledge, deliver, cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the land hereby conveyed or intended so to be, and for carrying out the express intentions of this Agreement.
10. **Authority.** Each party warrants and represents to each other that the execution of this Agreement by their respective officers or agents has been duly authorized and that this Agreement, when fully executed, constitutes a valid, binding and legally enforceable obligation of itself.

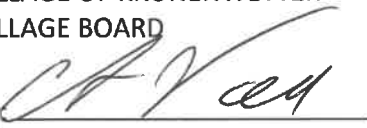
11. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
12. Reservation of Authority. The VILLAGE reserves the authority to impose new or different regulations according to VILLAGE procedure.
13. Recordation. The DEVELOPER shall record the development agreement in the Register of Deeds Office for Marathon County, Wisconsin. All costs of recording shall be paid by the DEVELOPER.
14. Effective Date. This Agreement shall be effective as of the date and year first written above.

WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date set forth above, and by so signing this Agreement, certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

A&M Personal Storage Facility, LLC

By: 
Doug Mielke


VILLAGE OF KRONENWETTER
VILLAGE BOARD

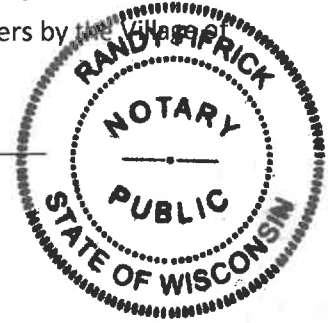
By: 
Chris Voll, President

Attest: 
Cindra Falkowski, Clerk

STATE OF WISCONSIN)
) ss.
MARATHON COUNTY)


Personally came before me this 14 day of MAY 2019, the above named, Chris Voll, President, and Cindra Falkowski, Clerk, to own to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the Village of Kronenwetter's authority.


 Notary Public, State of Wisconsin
 My Commission: 6/19/2020






STATE OF WISCONSIN)
) ss.
 MARATHON COUNTY)

Personally came before me this 30 day of May 2019, the above named Doug Mielke to me known to be the person who executed the foregoing instrument personally.


 Notary Public, State of Wisconsin
 My Commission: 3/19/2023



 REI Engineering, Inc. 4200 N. 20th Avenue Suite 100 Milwaukee, WI 53233 Phone: (414) 331-7535 Fax: (414) 331-7535 Email: info@rei-engineering.com		 CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING						DATE		REVISION		BY		CHK'D		DESIGNED BY: DE		CHECKED BY: JUB	
																A & M PERSONAL STORAGE LLC WEST FLANER ROAD KRAKENWETTER, WI 53455			
																PHASING REI No. 8568 SHEET PH-1			

REI Engineering, Inc.
4400 N. 20th Avenue
Mesa, Arizona 85205
Phone: (480) 944-8888
Fax: (480) 944-8889
Email: info@rei-engineering.com



CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING



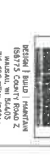
DATE	REVISION	BY	CHK'D

DESIGNED BY	CHECKED BY
BY: TAE	BY: JLB
SURVEYED BY: JAL, KEN	APPROVED BY: JLB
DRAWN BY: MNP	DATE: 2/6/2019

LANDSCAPING PLAN
WEST FLAMER ROAD
LANDSCAPE ARCHITECT
REI ENGINEERING, INC.
4400 N. 20th Avenue
Mesa, Arizona 85205
Phone: (480) 944-8888
Fax: (480) 944-8889
Email: info@rei-engineering.com

REVISION	DATE	DESCRIPTION
1	2/6/2019	Initial Design
2	2/6/2019	Revised Design
3	2/6/2019	Final Design

REVISION	DATE	DESCRIPTION
1	2/6/2019	Initial Design
2	2/6/2019	Revised Design
3	2/6/2019	Final Design



1. CONTACT DESIGNER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF
2. IF TOPSOIL SHALL BE PROVIDED IN ALL GENERAL LANDSCAPE AREAS, LANDSCAPE
CONTRACTOR SHALL VERIFY THAT SPECIFIED PLANTING SOIL DEPTH IS PRESENT PRIOR TO
PLANTING.
3. HYDROSEED/ERLENBERG/HAY MULCH ALL GENERAL LANDSCAPE AREAS DISTURBED
4. ALL AREAS CALLED OUT FOR NO GROW, LOW GROW, TIER SHALL BE PROVIDED AND
INSTALLED PER SPEC FROM PRABH NURSERY INC.
5. ALL PLANT MATERIALS LISTED SHALL MEET THE STANDARDS OF THE AMERICAN NURSERY &
LANDSCAPE ASSOCIATION FOR THE SPECIES GIVEN.
6. ALL PLANT MATERIALS SHALL BE PROVIDED WITH TWO STAKES.
7. 2-3\"/>

8. 2\"/>

9. 1/8\"/>

10. 1/8\"/>

11. COORDINATE ALL LANDSCAPE WORK WITH GAS, ELECTRIC, INCLUDING MAIN SERVICE,
AND BRONZE CABLE AND TELEPHONE CONSTRUCTION AND RESPECTIVE TRADES FOR THE
INSTALLATION OF SAID UTILITIES.

12. COORDINATE ALL LANDSCAPE WORK WITH GAS, ELECTRIC, INCLUDING MAIN SERVICE,
AND BRONZE CABLE AND TELEPHONE CONSTRUCTION AND RESPECTIVE TRADES FOR THE
INSTALLATION OF SAID UTILITIES.

13. COORDINATE ALL LANDSCAPE WORK WITH GAS, ELECTRIC, INCLUDING MAIN SERVICE,
AND BRONZE CABLE AND TELEPHONE CONSTRUCTION AND RESPECTIVE TRADES FOR THE
INSTALLATION OF SAID UTILITIES.

14. COORDINATE ALL LANDSCAPE WORK WITH GAS, ELECTRIC, INCLUDING MAIN SERVICE,
AND BRONZE CABLE AND TELEPHONE CONSTRUCTION AND RESPECTIVE TRADES FOR THE
INSTALLATION OF SAID UTILITIES.

15. COORDINATE ALL LANDSCAPE WORK WITH GAS, ELECTRIC, INCLUDING MAIN SERVICE,
AND BRONZE CABLE AND TELEPHONE CONSTRUCTION AND RESPECTIVE TRADES FOR THE
INSTALLATION OF SAID UTILITIES.

16. COORDINATE ALL LANDSCAPE WORK WITH GAS, ELECTRIC, INCLUDING MAIN SERVICE,
AND BRONZE CABLE AND TELEPHONE CONSTRUCTION AND RESPECTIVE TRADES FOR THE
INSTALLATION OF SAID UTILITIES.

A hand-drawn site plan or map showing a road layout. The map includes a main road on the left, a central road, and a right-hand road. Various colored zones (green, yellow, orange, red) are marked along the roads. Labels include '100' and '100' on the left, '100' and '100' on the central road, and '100' and '100' on the right. A dashed line runs diagonally across the top right. A scale bar at the bottom indicates '0 100 200'.

Thuja occidentalis	Norfolk Island	12\"/>
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Pinus strobus	Pinus strobus	12\"/>
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Pinus strobus	Pinus strobus	12\"/>
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Pinus strobus	Pinus strobus	12\"/>
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October 16th, 2020

A&M Personal Storage Facility
Doug Mielke
1026 Old Highway 51
Mosinee WI 54455

Re: Notice of Development Agreement Default for A&M Personal Storage, LLC; 1026 Old Highway 51, Kronenwetter WI 54455.

Dear Developer,

The Village of Kronenwetter has been in contact with you regarding your failure to comply with the developer obligations outlined in the development agreement, which were passed by Resolution: 2019-009. Multiple past inspections, with the most recent being on October 2nd, 2020, have displayed your failure to comply with obligations such as: installing proper landscaping that abuts the western lot line, signing and submitting a Stormwater Maintenance Agreement with the Village of Kronenwetter, and installing full cut-off lighting at all lighting points. Per the development agreement, the Village will provide you thirty (30) days to comply with all defaulted obligations. It should also be noted that the paving requirement for phase 1 is due 11/20/2020. No extensions to this deadline will be given.

Actions needed to remedy current defaults include installing proper landscaping that abuts the western lot line, signing a Stormwater Maintenance Agreement with the Village and installing full cut-off lighting on the exterior of all buildings by November 16th, 2020.

Your cooperation is requested in making the above corrections. If you have further questions, please feel free to contact me at 715- 693-4200 ext. 107.

Sincerely,

Jarod Rachu
Planning Technician



November 24th, 2020

A&M Personal Storage Facility
Doug Mielke
1026 Old Highway 51
Mosinee WI 54455

Re: Notice of Development Agreement Default for A&M Personal Storage, LLC; 721 West Flanner Road.

Dear Developer,

The Village of Kronenwetter has been in contact with you regarding your failure to comply with the developer obligations outlined in the development agreement, which were passed by Resolution: 2019-009. Multiple past inspections, with the most recent being on November 24th, 2020, have displayed continued failure to comply with obligations such as: installing proper landscaping that abuts the western lot line, signing and submitting a Stormwater Maintenance Agreement with the Village of Kronenwetter, installing full cut-off lighting at all lighting points, and paving phase 1. The Village has already sent, via certified mail, a notice of default on October 16th, 2020. This letter outlined obligations that were in potential default (see attached letter). The 30 day notice to comply, per the previous letter, has elapsed as of November 16th, 2020. This property is now in default. Please contact the Village to verify a plan and schedule to fix each defaulted obligation. Your Stormwater Maintenance Agreement submission will need to include the required exhibits to be considered complete. You may need to contact the engineer that did the original design to obtain these exhibits.

With your property now being in default, no further building permits will be issued until corrective actions have been taken. If an agreed upon landscaping plan and paving plan has not been finalized by March 1st, 2021, the Village will contract to have these issues completed with all costs being billed to the property. Completion of a Stormwater Maintenance Agreement (attached) and installation of full cut off lighting must be completed by January 1st, 2021 or citations will be issued for each issue.

Your cooperation is requested in making the above corrections. If you have further questions, please feel free to contact me at 715- 693-4200 ext. 107.

Sincerely,

Jarod Rachu
Planning Technician



July 23rd, 2021

FINAL NOTICE

A&M Personal Storage
Doug Mielke
1026 Old Highway 51
Mosinee WI 54455

Re: Notice of Continuing Default and Village Action for A&M Personal Storage, LLC; 721 W Flanner Road, Kronenwetter WI 54455: **FINAL NOTICE**

Dear Mr. Mielke,

The Village of Kronenwetter Board of Trustees had reviewed your Development Agreement defaults to formalize abeyance of your defaulted Development Agreement requirements. The Village Board agreed to provide A&M Personal Storage, LLC until June 30th, 2021 to complete the required landscaping abutting the western lot line, installation of full cut-off lighting on the exterior of all buildings, and complete the Phase 1 paving requirements, as outlined in the Development Agreement Developer Obligations. A letter was sent to you on January 26th, 2021 outlining these requirements. After reviewing the development after the above deadline, these items have not been completed.

THIS IS A FINAL NOTICE. If the Village does not hear from you regarding these defaults by August 2nd, 2021, the Village will be proceeding to contract with a paving company to pave all Phase 1 required areas per the phasing plan and contract with a landscaping company to landscape the western side of the property per the submitted landscaping plan. All costs associated with this work will be invoiced to you or will be assessed to the property on the tax roll. The Village will also issue a citation for the failure to complete the lighting requirements per Chapter 520-90 of the Village's General Code of Ordinances. These lighting requirements will not be remediated by the Village.

Your cooperation is requested in making the above corrections. If you have further questions, please feel free to contact Jarod Rachu at the Village at 715-693-4200 ext 107.

Sincerely,

Jarod Rachu
Planning Technician



January 26th, 2021

A&M Personal Storage
Doug Mielke
1026 Old Highway 51
Mosinee WI 54455

Re: Notice of Development Agreement Default Abeyance for A&M Personal Storage, LLC; 721 W
Flanner Road, Kronenwetter WI 54455.

Dear Mr. Mielke,

The Village of Kronenwetter Board of Trustees has reviewed your Development Agreement defaults to formalize an abeyance of your defaulted Development Agreement requirements. The Village Board has agreed to provide A&M Personal Storage, LLC until June 30th, 2021 to complete the required landscaping abutting the western lot line, installation of full cut-off lighting, and Phase 1 paving requirements, as outlined in the Development Agreement Developer Obligations and displayed in the accompanying site plan materials. A&M Personal Storage, LLC shall also complete the required Stormwater Maintenance Agreement by March 1st, 2021.

Actions needed to remedy current defaults include the installation of proper landscaping that abuts the western lot line, installation of full cut-off lighting on the exterior of all buildings, and completion of Phase 1 paving requirements by June 30th, 2021. Completion of a Stormwater Maintenance Agreement is required by March 1st, 2021.

Your cooperation is requested in making the above corrections. If you have further questions, please feel free to contact Jarod Rachu at the Village at 715-693-4200 ext 107.

Sincerely,

Chris Voll
Village President



Conditional Permit

The Village of Kronenwetter Board of Trustees had reviewed your Development Agreement defaults to formalize abeyance of your defaulted Development Agreement requirements. The Village Board agreed to provide A&M Personal Storage, LLC until June 30th, 2021 to complete the required landscaping abutting the western lot line, installation of full cut-off lighting on the exterior of all buildings, and complete the phase 1 paving requirements as outlined in the Development Agreement Developer Obligations. A letter was sent to you January 26, 2021 outlining these requirements. After reviewing the development pertaining to the above deadline, these items have not been completed. This permit is being approved under the conditions that the required landscaping abutting the western lot line, and the installation of full cut-off lighting on the exterior of all buildings be completed by December 31, 2022. If these items are **not completed by December 31, 2022.**

The Village will proceed with a landscaping company to landscape the western side of the property per the submitted landscaping plan. All cost associated with this work will be invoiced to you or will be assessed to the property tax roll. The Village will also issue a citation for the failure to complete the lighting requirement pre Chapter 520-90 of the Village's General Code of ordinances and will not be remediated by the Village.

Duane Gau
Duane Gau Interim Administrator

Date: 7-29-22

Accepted by:

Doug Mielke Date: 7-29-22
Doug Mielke







SW 33°
Fuel Economy
17.5













Report to Redevelopment Authority Committee

Meeting Date: Special Meeting February 6, 2024

Referring Body: Redevelopment Authority (RDA)

Committee Contact: Chris Eiden, Chair

Staff Contact: Peter S. Wegner, CD/PZD

Report Prepared by: Peter S. Wegner, CD/PZD

AGENDA ITEM: Resolution 2020-027 Village of Kronenwetter Lease, Sale and Development Agreement Polzer Holdings, LLC

OBJECTIVE(S): Update the RDA Committee on status of Developer Obligations

HISTORY/BACKGROUND: On September 22, 2020, the Village of Kronenwetter signed an agreement with Polzer Holdings, LLC. The agreement allowed for the lease with option to purchase a 1.3-acre parcel located in Tax Increment District #4. The Development Agreement under, Section I. Commitments of Parties, B(5)(b) Developer Obligations states, “The Developer shall submit a site plan to the Village within one year from the date of property transfer for the expansion of recreational vehicle storage on their current, adjacent site.” “If the Developer fails to act on this within the time specified, the property shall be transferred back to the Village free of all encumbrances with no reimbursement to the Developer.” The property was transferred to Polzer Holdings, LLC on September 30, 2021. As of today’s date, the Village has not received a site plan for the expansion of recreational vehicle storage.

RECOMMENDED ACTION: Consider the options and next steps.

ATTACHMENTS: Resolution 2020-027, Copy of Real Estate Assessment and Aerial Photo of Parcel.

RESOLUTION 2020-027
VILLAGE OF KRONENWETTER
LEASE, SALE AND DEVELOPMENT AGREEMENT
POLZER HOLDINGS, LLC

THIS AGREEMENT TO UNDERTAKE DEVELOPMENT made this 22nd day of September, 2020, by and between the VILLAGE OF KRONENWETTER, a municipal corporation of Marathon County, Wisconsin, hereinafter referred to as "VILLAGE" located at 1582 Kronenwetter Drive, Kronenwetter, WI 54455 and Polzer Holdings, LLC, a limited liability company, hereinafter referred to as "DEVELOPER" having a Property Identification Number (PIN): 14527071530941 located on Dons Way, Kronenwetter, WI 54455.

WITNESSETH:

WHEREAS, DEVELOPER wishes to expand their recreational vehicles sales and service business in the VILLAGE of Kronenwetter at the property described as Lot 2, CSM VOL 91, PG 39 (#18408), Section 15, Township 27N, Range 7E, Village of Kronenwetter, Marathon County, Wisconsin (Dons Way, Kronenwetter) on approximately 1.3 acres described below as the "PROPERTY".

WHEREAS, the VILLAGE can require the DEVELOPER to enter into a development agreement as part of a site plan review; and

WHEREAS, this Agreement is intended to provide for certain duties and responsibilities of the VILLAGE and DEVELOPER in order to cause the orderly construction and development of said improvements within the VILLAGE and Tax Increment District #4;

NOW, THEREFORE, it is hereby agreed as follows:

I. COMMITMENTS OF PARTIES

In consideration of the conditions set forth below, and specifically subject to the terms and conditions of this development agreement the VILLAGE will lease, with a future option to purchase, to the DEVELOPER an approximately 1.3 acre lot contained within Tax Increment District 4 referred to herein as the "PROPERTY" and more specifically identified as the following addresses and legal description:

Lot 2, CSM VOL 91, PG 39 (#18408), Section 15, Township 27N, Range 7E, Village of Kronenwetter,
Marathon County, Wisconsin (Dons Way, Kronenwetter)

A. VILLAGE OBLIGATIONS

In consideration of the obligations of DEVELOPER as set forth herein, the sufficiency and receipt of which is hereby acknowledged, the VILLAGE shall:

1. Lease the Property to the DEVELOPER for up to two years. The lease payment shall be \$1,000.00 for the first year and \$4,000.00 for a second year. In furtherance of this obligation the Village shall execute a separate lease agreement upon terms acceptable to both Village and Developer which shall be attached hereto as Exhibit A and fully incorporated herein.
2. Provide the option for the DEVELOPER to purchase the Property within two years of the date this Agreement is fully executed (signed by both parties) for a purchase price, exclusive of any lease payments made by DEVELOPER, of \$70,000.00
3. The VILLAGE has previously invested in substantial municipal improvements within Tax Increment District 4 such that substantial municipal infrastructure to support development of the PROPERTY which is the subject of this agreement has already been constructed.

B. DEVELOPER OBLIGATIONS

In consideration of the obligations of the VILLAGE as set forth herein, the sufficiency and receipt of which is hereby acknowledged, DEVELOPER shall:

1. Execute a lease for the subject property in the form and substance of the lease agreement attached hereto as Exhibit A and provide payment of \$1,000.00 to the VILLAGE for the cost of the first year of the lease within 30 days of full execution of this Agreement. The initial one year lease term shall begin on the date that both this Agreement is fully executed.
2. All planned improvements on the Property during the lease period shall require express Village approval. All improvements made to the Property shall remain on the Property after the lease expires, if the DEVELOPER fails to exercise the purchase option and complete the purchase within the terms of this Agreement.
3. If the DEVELOPER chooses to extend the lease an additional year, the DEVELOPER shall pay the VILLAGE \$4,000.00 prior to the expiration of the initial one year lease term. If the lease term is extended, the second year lease term shall commence one year from the date of the expiration of initial one year lease term and shall terminate two years from the date this Agreement is fully executed.
4. The DEVELOPER shall notify the VILLAGE in writing of its commitment to purchase the property prior to the expiration of either lease term provided for under this Agreement. The VILLAGE shall convey the Property to the DEVELOPER by Special Warranty Deed, free and clear of all liens and encumbrances.
5. If the DEVELOPER chooses to purchase the property:

- a. The Developer shall close on the purchase of the PROPERTY within sixty (60) days of the date the DEVELOPER provides notice to the Village indicating its commitment to do so, paying a total sum of Seventy Thousand and 00/100 Dollars (\$70,000.00) therefore (the "Purchase Price"). Developer shall not be entitled to any credit on the purchase price for any lease payments.
- b. The DEVELOPER shall submit a site plan to the VILLAGE within one year from the date of property transfer for the expansion of recreational vehicle storage on their current, adjacent site. If the DEVELOPER fails to act on this within the time specified, the PROPERTY shall be transferred back to the VILLAGE free of all encumbrances with no reimbursement to the DEVELOPER. Developer shall be responsible for all cost necessary to transfer back the Property to the Village. This provision shall appear as an encumbrance on the deed transferring title to Developer.
- c. The DEVELOPER shall submit an erosion control and stormwater management plan as part of their site plan approval process.
- d. The Developer will have two (2) years from the time the improvements are started to hard surface (asphalt or concrete) any storage or driving areas.
- e. The DEVELOPER shall utilize "Kronenwetter" rather than "Mosinee" as their place of business in any marketing or printed materials within 2 years of the date of the property transfer.

II. GENERAL REQUIREMENTS

A. EFFECTIVE DATE

This Agreement shall be effective on the date it is last executed by the authorized representatives of the parties hereto, as evidenced below.

B. DEFAULT

A default is defined herein as either party's breach of, or failure to comply with, the terms of this Agreement.

1. Remedies on Default. In the event of any default in or breach of this Agreement of any terms or conditions by any party hereto, or any successor in interest to such party, such party or successors shall cure or remedy such default or breach within thirty (30) days written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specify a time period of not less than thirty (30) days in which the default may be cured by the defaulting party. In case such action is not taken or the defaulted breach cannot be cured or remedied within the aforesaid time, the non-defaulting party may institute such proceedings that may be necessary or desirable in its opinion to cure the default or breach, including, but not limited

to, proceedings to compel specific performance by the party in default or breached obligation(s). If such a proceeding is commenced, the prevailing party in such proceeding shall be entitled to recover from the other party its reasonable costs incurred in such proceeding, including reasonable attorney fees.

2. **Rights and Remedies.** The rights and remedies of the parties under this Agreement, whether by law or provided by this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different time of any such other remedies for the same event of default or breach or any of its remedies for any other default or breach by any other party.

C. TERM

This Agreement shall terminate and be of no further force and effect upon the end of the lease agreement dates as specified in the agreement or the end of the life of Tax Increment District #4 if the purchase option is executed.

D. NOTICE

Delivery of documents and written notices to a party shall be effective only when accomplished in any of the following ways:

1. By sending the document or written notice, postage or fees prepaid, by U.S. Mail registered or certified mail, return receipt requested, or by a nationally recognized commercial overnight delivery system addressed to the party at:

DEVELOPER:	Polzer Holdings, LLC Ray Polzer 1480 Kronenwetter Drive Kronenwetter, WI 54455
VILLAGE:	Village of Kronenwetter Village President 1582 Kronenwetter Drive Kronenwetter, WI 54455
WITH COPY TO:	Harold C. Wolfgram Wolfgram, Gamoke & Hutchinson, S.C. 114 West Fifth Street Marshfield, WI 54449

2. By giving the document or written notice personally to the party.

F. MISCELLANEOUS PROVISIONS

1. **Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided

for by a written amendment to this Agreement nor shall it be deemed a waiver of any subsequent default or defaults of the same type. The VILLAGE'S failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the DEVELOPER.

2. **Amendment/Modification.** This Agreement may be amended or modified only by a written amendment approved and executed by the VILLAGE and the DEVELOPER.
3. **Entire Agreement.** This written Agreement and written amendments, and any referenced attachments hereto, shall constitute the entire Agreement between the DEVELOPER and the VILLAGE.
4. **Time.** Time is of the essence as to all dates and deadlines contained in this Agreement. Provided, however, in any instance where the performance of an act is required within a specified time or by a specified date, strict compliance within the specified time shall be extended if the delay or inability to perform is caused by or results from civil disasters or acts of God. It is the intent of this provision that in the event of the occurrence of any such delay, the time or times of performance of any of the obligations of the party shall be reasonably extended for the period of the delay as determined by the other party, provided that the party seeking the extension due to the delay shall have first notified the other party thereof and requested an extension of the period of the delay.
5. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
6. **Immunity.** Nothing contained in this Agreement constitutes a waiver of the VILLAGE'S sovereign immunity under applicable law.
7. **Personal Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court for Marathon County, Wisconsin. The DEVELOPER expressly waives its right to bring such action in or to remove such action to any other court whether state or federal.
8. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the VILLAGE and DEVELOPER and their respective successors and assigns if the property constituting the Development Site or part thereof is ever transferred to new ownership.
9. **Further Assurances and Corrective Instruments.** The VILLAGE and DEVELOPER agree that they will, from time to time, execute, acknowledge, deliver, cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the land hereby conveyed or intended so to be, and for carrying out the express intentions of this Agreement.

10. Authority. Each party warrants and represents to each other that the execution of this Agreement by their respective officers or agents has been duly authorized and that this Agreement, when fully executed, constitutes a valid, binding and legally enforceable obligation of itself.
11. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
13. Reservation of Authority. The VILLAGE reserves the authority to impose new or different regulations according to VILLAGE procedure, except that the VILLAGE shall not impose new or different regulations on the Property which shall materially impact its value or negatively impact the DEVELOPER'S construction, operation or management of the Property or the development contemplated on the Property.
14. Recordation. The DEVELOPER shall record the development agreement in the Register of Deeds Office for Marathon County, Wisconsin. All costs of recording shall be paid by the DEVELOPER.

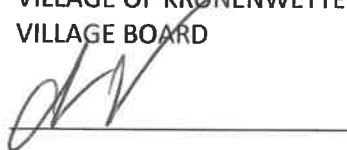
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date set forth above, and by so signing this Agreement, certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

POLZER HOLDINGS, LLC



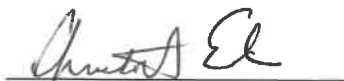
Ray Polzer, Sole Member

VILLAGE OF KRONENWETTER
VILLAGE BOARD

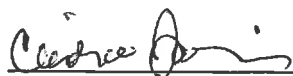


Chris Voll, Village President

VILLAGE OF KRONENWETTER
REDEVELOPMENT AUTHORITY

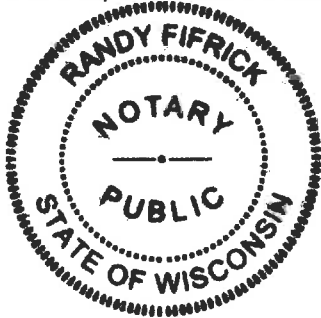



Christopher Eiden, RDA President

Attest: 
Cindra Falkowski, Village Clerk

STATE OF WISCONSIN)
) ss.
MARATHON COUNTY)

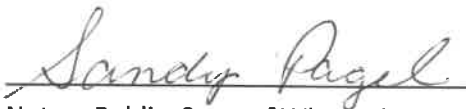
Personally came before me this 22 day of September 2020, the above named, Chris Voll, President, Christopher Eiden, Redevelopment Authority Chairman and Cindra Falkowski, Village Clerk, to known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the Village of Kronenwetter's authority.




Notary Public, State of Wisconsin
My Commission Expires: 6/19/24

STATE OF WISCONSIN)
) ss.
MARATHON COUNTY)

Personally came before me this 12 day of October 2020, the above named Ray Polzer, as the Sole Member of Polzer Holdings, LLC to me known to be the person who executed the foregoing instrument personally.


Notary Public, State of Wisconsin
My Commission Expires: 11/26/2021

LEGAL DESCRIPTION OF DEVELOPMENT SITE

Lot 2, CSM VOL 91, PG 39 (#18408), Section 15, Township 27N, Range 7E, Village of Kronenwetter, Marathon County, Wisconsin (Dons Way, Kronenwetter)

PIN: 145-2707-153-0941

EXHIBIT A**VILLAGE OF KRONENWETTER LEASE AGREEMENT WITH
POLZER HOLDINGS, LLC**

This lease is made and entered into the 1st day of October 2020, by and between the Village of Kronenwetter (hereinafter called Lessor) and Polzer Holdings, LLC, a limited liability company (hereinafter called Lessee).

PREMISES. In consideration of the covenants, conditions and promises hereby mutually agreed to be undertaken by the parties, Lessor hereby leases and Lessee hereby rents the property described as Lot 2, CSM VOL 91, PG 39 (#18408), Section 15, Township 27N, Range 7E, Village of Kronenwetter, Marathon County, Wisconsin (Dons Way, Kronenwetter) on consisting of approximately 1.3 acres of vacant land and (hereinafter referred to in its entirety as the "Property").

1. **PERMISSIBLE USE.** The Lessee may use the Premises for the purpose of expanding its recreational vehicle sales and storage lot and only for such purposes. The Lessee may not sublet or assign the Lease in full or part without the prior written consent of Lessor. The Lessee shall not use, permit or authorize the use of the Premises in any unlawful manner and shall at all times during the term of the Lease comply with all applicable governmental regulations and reasonable rules imposed by the Lessor with respect to said uses.
2. **TERM.** The Lease shall commence on October 1, 2020 and end on September 30, 2021. The Lease may be extended for one additional one-year term at the election of the Lessee. Said election shall be made by giving written notice of the same to Lessor not later than August 31, 2020. If the Lessee makes such election the extended term of the lease shall commence on October 1, 2021 and end on September 30, 2022.
3. **RENT.** During the term of this Lease, the Lessee shall pay the Lessor rent as follows:
 - a. For the initial one-year term, \$1,000 shall be paid to the Lessor within 30 days of the execution of this Lease.
 - b. If the lessee elects to extend the lease for a second one-year term, \$4,000 shall be paid on or before October 1, 2021.
4. **UTILITY COSTS.** Through any term of this Lease the Lessee shall be responsible for all utility costs associated with the use and maintenance of the Property including but not limited to electricity, water, sewer, natural gas, heating, cooling and all other services or expense associated with the Property. In the event that utilities or services are connected to the property during the term of the Lease the Lessee shall be responsible to terminate said services prior to the termination of the Lease.
5. **IMPROVEMENTS.** Lessee shall not make any improvements to the Property without the express written approval of the Lessor. In the event that improvements are made, said improvements shall become the property of Lessor upon the termination of this Lease, unless the Lessee purchases the Property from Lessor prior to the expiration of the Lease. In the event that this

Lease expires and Lessee does not purchase the Property from Lessor, Lessee shall cease to have any interest in any improvements to the property and said improvements shall transfer to Lessor upon the expiration of the lease term, and in such event Lessee shall have no interest therein.

- 6. **REPAIRS AND MAINTENANCE.** Lessee shall make all necessary repairs to the interior and exterior of any improvements of any nature constructed or placed on the Property. Lessee shall be responsible for all maintenance costs associated with the care and use of the property including any improvements that may be constructed, installed or placed on said Property.
- 7. **INSURANCE.** Lessee shall maintain liability insurance of not less than \$1,000,000 per person and \$2,000,000 per occurrence that extends to all operations and activities related to the use and occupancy of the Property by Lessee and shall provide proof of such insurance prior to Lessee's occupancy of the Property.
- 8. **INDEMNITY AND HOLDHARMLESS.** Lessee agrees to the fullest extent permitted by applicable law, to indemnify and hold harmless Lessor from and against any and all loss, cost, damage, expense and liability, including reasonable attorneys' fees and costs that may be incurred by or asserted, claimed, or charged against Lessor, its officers, employees, agents, successors, and assigns in connection with Lessee's occupancy, use or activities under this Lease or arising out of the Property during the term of this Lease. Nothing in this Lease shall be construed as a waiver, in whole or in part, of any governmental immunity granted to Lessee by law.
- 9. **NOTICES.** All lease payments and notices allowed for herein shall be either personally delivered or mailed regular mail to these addresses:

LESSOR: Village of Kronenwetter
 Village President
 1582 Kronenwetter Drive
 Kronenwetter, WI 54455

LESSEE: Polzer Holdings, LLC
 Ray Polzer
 1480 Kronenwetter Drive
 Kronenwetter, WI 54455

- 10. **ENTIRE AGREEMENT.** This Lease sets forth the entire agreement between the parties; it may only be amended in writing by the authorized representatives of each party; it does not inure to the benefit of any third party. The Lease may be terminated for cause upon 60 days prior written notice to the breaching party if the breaching party fails to remediate the breach within the 60-day time period.
- 11. **EXECUTION AND EFFECTIVE DATE.** This Lease may be executed in counterparts but shall be effective as of the date first written above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date set forth above, and by so signing this Agreement, certify that they have been duly and properly authorized

by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

POLZER HOLDINGS, LLC

A handwritten signature in cursive script, appearing to read "Ray Polzer", written over a horizontal line.

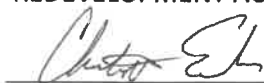
Ray Polzer, Sole Member

VILLAGE OF KRONENWETTER
VILLAGE BOARD


A handwritten signature in cursive script, appearing to read "Chris Voll", written over a horizontal line.

Chris Voll, Village President

VILLAGE OF KRONENWETTER
REDEVELOPMENT AUTHORITY

A handwritten signature in cursive script, appearing to read "Christopher Eiden", written over a horizontal line.

Christopher Eiden, RDA President

Attest: 

A handwritten signature in cursive script, appearing to read "Cindra Falkowski", written over a horizontal line.

Cindra Falkowski, Village Clerk



Code	Description	Acres	Land Value	Improvement
------	-------------	-------	------------	-------------

2	Commercial			
---	------------	--	--	--

Total:

Estimated Fair Market Value:

* MFL, PFC, and Agricultural
 ** Land classified Undeveloped
 by the average assessment

▸ Districts

▾ Documents

ROD System Data

Document Information

- WARRANTY DEED
- Document No. 1846631
- Dated 09/14/2021
- Recorded 09/30/2021
- Pages 1

Fees

- Recording Fee: \$30.00

Grantor(s)

- KRONENWETTER, VILLAGE OF

Grantee(s)

- POLZER HOLDINGS LLC

Parcel(s)

- 14527071530941

USPLS Location(s)

- NE SW Sec. 15, T27, R7

9/30/2022

one year to submit
a site plan.

OK

Description	Doc. #	Vol./Pg.	Recorded	Document Date	Geom.
WARRANTY DEED	1846631	NA	09/30/2021	09/14/2021	No
CERTIFIED SURVEY MAP	1786580	91/0039	08/27/2019	08/27/2019	Yes

You may purchase copies of the documents listed above.

NOTE: There may be other documents related to this parcel that are not shown. For more information regarding document history, please contact the Register of Deeds.

▸ Notes

▸ Parcel History

▸ Permits



Report to Utility Committee

Agenda Item: Emergency Water Procedure Well #2 WTP Construction Project

Meeting Date: February 6, 2024

Referring Body: Utility Committee

Committee Contact: Alex Vedvik, Chair

Staff Contact: Leonard Ludi, Incoming Village Administrator

Report Prepared by: Leonard Ludi, Incoming Village Administrator

OBJECTIVE(S): Update the emergency procedure for a schedule Well # 2 shutdown in April 2024. During this time Well #2 will not be available to provide water to the Village of Kronenwetter for 1 to 2 weeks. This is part of Well #2 Water Treatment Construction Project, as the contractor will be updating Well #2 as part of their scope of work

HISTORY/BACKGROUND: Ellis Construction let the VOK Utility & Becher Hoppe know that they were in the process of scheduling the Well # 2 upgrade. The upgrade will impact the Water Utility as Well #2 will not be available to provide water to the Village of Kronenwetter for 1 to 2 weeks. With that, all parties involved had a meeting on January 3, 2024 and the team established that the optimal time for this to take place would be April since the water demand is not expected to be high during this month. It was also determined that a procedure would be developed between Becher Hoppe and VOK Utility to cover all impacts while the upgrade to Well #2 was taking place to include fire protection water.

Per the Becher Hoppe report, the Village of Kronenwetter uses an average day of 365,000 gallons. They confirmed well #1 has the capacity of 700 gallons per minute which would be adequate for the Village to keep up with the demand during the month of April. However, they recommend that the Village of Kronenwetter utilize the connection to the Village of Rothchild as an emergency water source.

With that, an additional meeting was coordinated with the Village of Rothchild to coordinate efforts to utilize the meter building connect as an emergency water source. Fire Chief Obrien was advised of the upcoming Well #2 upgrade and the VOK Utility finalized the emergency procedure for utilizing the Village of Rothchild as an emergency water source.

PROPOSAL: Update for discussion and input regarding all information gathered and being used in the Well #2 upgrade.

RECOMMENDED ACTION: Provide input, concurrence and additional guidance needed for the success of the Well #2 upgrade.

FINANCIAL: Financial Consideration/Action: Not Applicable

ATTACHMENTS:

- Becher Hoppe Well 2 Work Summary
- VOK Utility Tower Road Emergency Procedure
- Wholesale Water Agreement – Village of Rothchild



330 N. 4th Street, Wausau, WI 54403-5417
715-845-8000 | becherhoppe.com

January 8, 2024

Mr. Lenoard Ludi, Director of Public Works and Utilities
Village of Kronenwetter
1582 Kronenwetter Drive
Kronenwetter, WI 54455

Subject: Well Number 2 April Pump Work

Dear Leonard:

The pump in Well #2 must be upgraded for operation of the green sand filter for manganese removal. The contractor expects the work to take 1-2 weeks, including safe water samples following the work. During this time Well #2 will not be available to provide water to the Village of Kronenwetter distribution system.

The Village of Kronenwetter uses an average day of 365,000 gallons per day average, per 2022 Wisconsin PSC report. Well #1 has a capacity of 700 gpm, requiring Well #1 to run for 8.7 hours per day, to meet the demand of the Village of Kronenwetter. Typically, a well is recommended to run for less than 12 hours per day, before its considered over used. Well #1 has sufficient capacity to meet the Village of Kronenwetter average day flow.

By completing the work in April, it is anticipated that the required daily water will be less than the yearly average, as April is typically a low water consumption month, as there typically isn't much water used for irrigation at that time before the growing season.

The Village of Kronenwetter should use the connection to the Village of Rothschild, via the metering building as the emergency water source. It is not anticipated that this water source will be needed during the Well #2 work.

Village staff should notify the fire department of the work occurring at Well #2 during this time, and ask that any training activities that would require large amounts of water to be rescheduled to ensure adequate water supply.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Patterson".

Matthew Patterson PE
Project Engineer

Procedure for operating connection with Rothschild in the event of an emergency.

County Highway XX and Tower Rd.

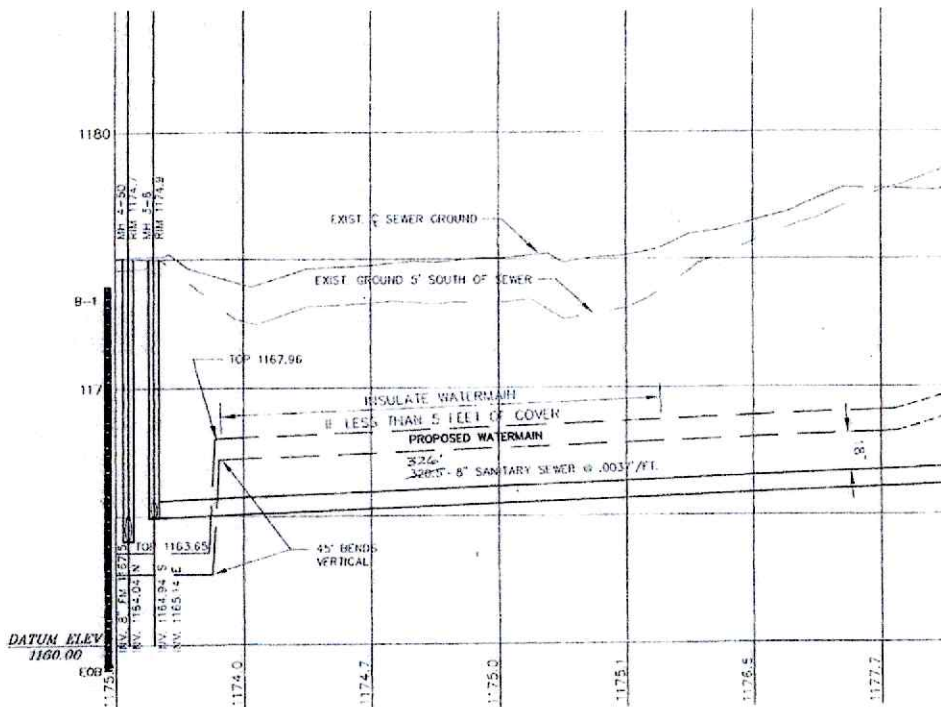
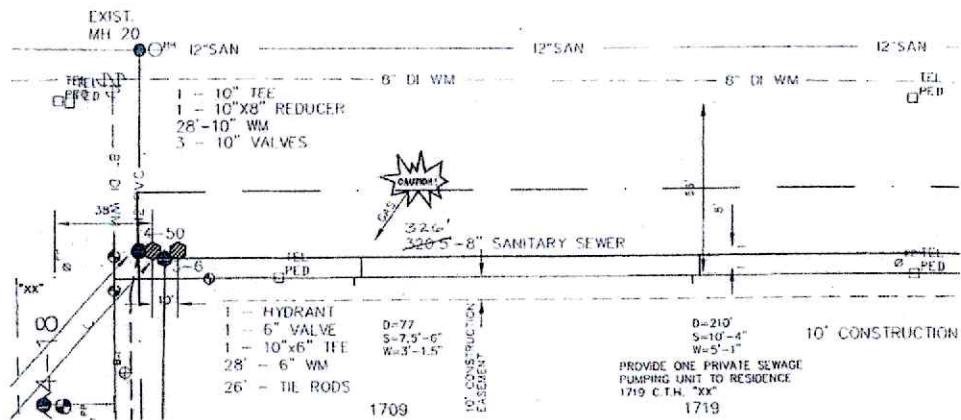
- 1) Contract **Rick Stoviak, Rothschild Water lead, (715)302-0707** and inform him of the situation and that you will need to open the Tower and CTHXX emergency connection.
- 2) Close valves: **A-0030-M** (Tower Rd. and CTHXX) and **A-0350-M** (Tower by HYD 4-17, south of intersection).
- 3) Open Emergency connection valves at CTH XX and Tower Rd: **A-0001-E**
- 4) Open and flush: **HYD 4-17** for 10-15 minutes (There are no customer services on this stretch of water main).
- 5) Open valves: A-0350-M (Tower Rd. by HYD 4-17, south of intersection) and A-0030-M (Tower and CTHXX).

There will be discolored water events, especially in the adjacent neighborhoods, due to the flushing of the emergency connection and the general disruption of the system.

- 6) If after hours contact **Mark Mackey (715)574-3868** or the Kronenwetter PWD and advise of the situation.

*ROTHSCHILD
TOWN @ CTH XX*

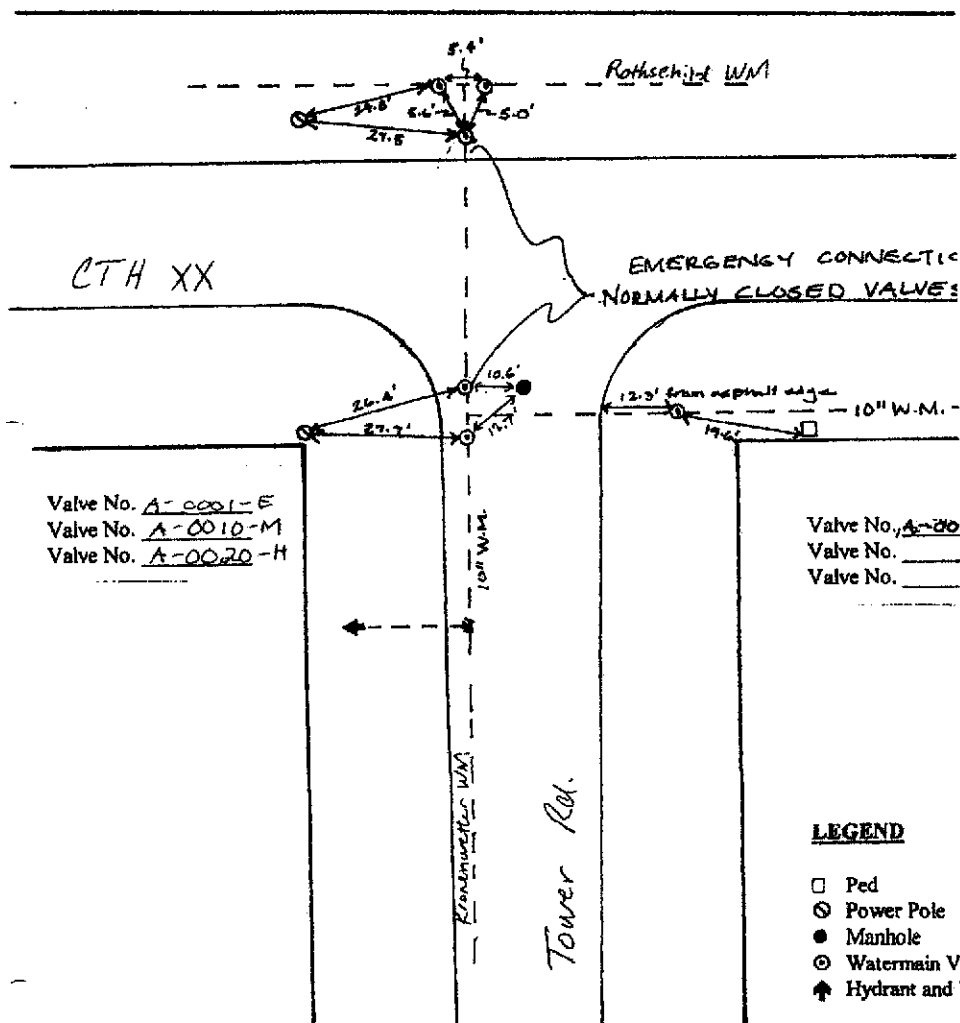
VILLAGE

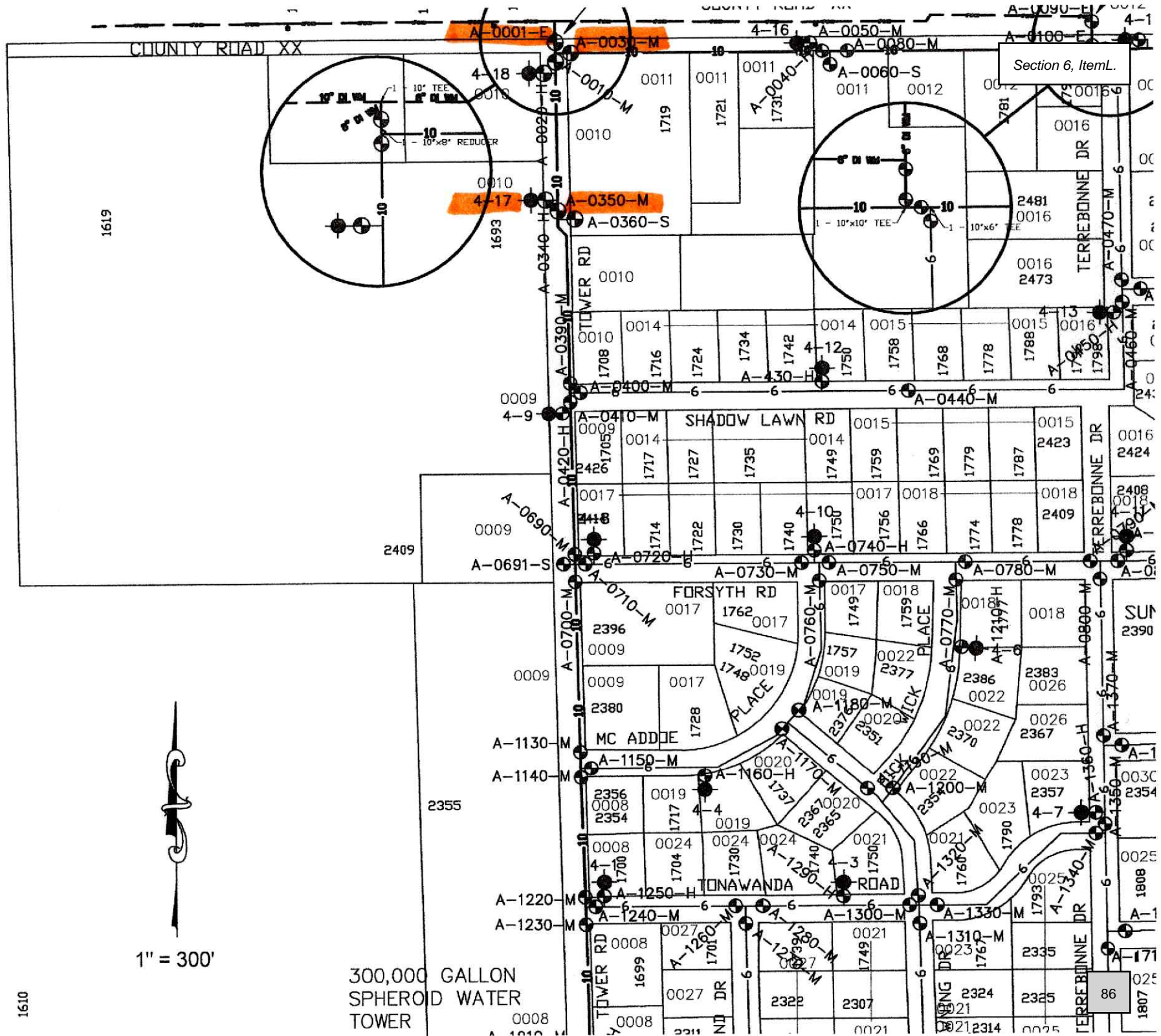


HYD Valve
2 ft.
 From HYD
 No. 4-18



Valve No. _____
 Valve No. _____





**VILLAGE OF KRONENWETTER AND VILLAGE OF ROTHSCHILD
INTERGOVERNMENTAL WHOLESALE WATER AGREEMENT**

This Wholesale Water Agreement ("Agreement") is entered into this 13th day of September, 2021, by and between the Village of Kronenwetter, hereinafter referred to as "Kronenwetter" and the Village of Rothschild, hereinafter referred to as "Rothschild".

WHEREAS, in the spirit of cooperation which exists between Kronenwetter and Rothschild in regard to issues of common concern which includes supplying residents with potable water and;

WHEREAS, Kronenwetter desires to purchase treated potable water on a wholesale basis from Rothschild, and;

WHEREAS Rothschild desires to sell Kronenwetter water on a wholesale basis, and;

WHEREAS, Rothschild has the ability to provide wholesale water to Kronenwetter.

NOW THEREFORE, pursuant to Wis. Stats. §66.0301, it is hereby agreed, in consideration of the mutual promises, obligations and benefits provided herein, the receipt and adequacy of which is hereby acknowledged, the parties hereby enter into this Agreement so as to enable Kronenwetter to purchase potable water from Rothschild pursuant to the following terms and conditions.

1. Authority. This Agreement is entered into pursuant to the statutory authority of each party under Wis. Stats. §66.0301, as amended from time to time.

2. Term. The term of this Agreement shall commence upon Rothschild supplying Kronenwetter with potable water through an interconnection of the Rothschild and Kronenwetter water supply systems as set forth hereinbelow and run for a period of five (5) years. Thereafter this Agreement shall automatically renew for consecutive five (5) year terms, unless no later than two (2) years prior to the expiration of the then current term either of the parties gives written notice to the other party of its intent to terminate this Agreement upon the expiration of the then current term or Kronenwetter completes and places into operation Kronenwetter Well No. 3 as set forth in ¶ 10.B. below or Rothschild determines to terminate this agreement because it cannot meet its obligations to other Rothschild water customers, Rothschild will provide Kronenwetter at least one (1) year's notice of termination thereby allowing Kronenwetter sufficient time to make other arrangements to service Kronenwetter customers serviced under this Agreement.

3. Services. Rothschild agrees to provide potable water to Kronenwetter on a wholesale basis, under the General Services rates plus volume charges established by the Wisconsin Public Service Commission (hereinafter referred to as "PSC"), and subject to the terms and conditions set forth herein.

4. Facilities Plans, Engineering, Approvals, and Operation.

A. Effective upon the execution of this Agreement, Kronenwetter shall reimburse Rothschild, within 90 days of receiving invoices from Rothschild, for all fees and studies associated with all engineering services necessary to accomplish the purpose of this Agreement (providing potable water to Kronenwetter residents through an interconnection with the Rothschild water system). Prior to the submittal of construction plans for the valve station to the Wisconsin Department of Natural Resources (WDNR) by Kronenwetter, the metering station and the water main extension plans shall be submitted to Rothschild for its review and approval.

B. Rothschild shall be responsible to obtain regulatory approval from the PSC and WDNR, as required and necessary to expand its service area to provide potable wholesale water to Kronenwetter. Within 90 days of receiving invoices, Kronenwetter shall reimburse Rothschild for all costs associated with receiving regulatory approval and any updated rate study from the PSC and/or WDNR to expand Rothschild's service area to provide wholesale potable water to Kronenwetter under this Agreement.

C. Kronenwetter and Rothschild shall work cooperatively, but with independent contracts and costs, with a common vendor to integrate the SCADA systems of the new metering station into the existing SCADA systems of each Village. The SCADA system for Kronenwetter shall open and close a valve, based on the Kronenwetter water tower levels to supply Rothschild water to Kronenwetter. It shall collect flow rate and volumes from a split signal off of the Rothschild water meter. Similarly, the Rothschild SCADA system shall collect a split flow meter signal to monitor flow rates and volumes. In the event of water delivery emergency conditions within Rothschild, the Rothschild SCADA system may temporarily stop the water flow into Kronenwetter.

D. Rothschild, as the water provider, shall furnish, operate, and maintain the service connection with valving to the Rothschild municipal jurisdictional boundary. Rothschild shall maintain the water meter and required annual testing and its associated SCADA system to collect data and monitor the water flow rates and volumes. Kronenwetter, as the water customer, shall be responsible for all engineering and construction costs associated with an altitude valve and building, if necessary, in the event of but not limited to, tank overflows, low tank levels, icing, or if it is unable to meet the conditions set forth in ¶ 13 below.

5. Location of Connection. Kronenwetter shall connect to the Rothschild water system at County Road Hwy. XX at an exact location approved by Rothschild.

Kronenwetter shall be responsible for the payment of all costs associated with the connection to the Rothschild water system service. In addition, Kronenwetter shall be responsible for the payment of the extension of a water service line from its current location in the Rothschild water system to the metering station as well as the costs for a connection to the Kronenwetter water distribution system. Kronenwetter shall retain ownership of that water service line in its jurisdictional boundary to the Rothschild municipal jurisdictional boundary upon completion and acceptance by Rothschild. Kronenwetter shall pay Rothschild within 90 days of receiving invoices from Rothschild for the costs herein.

6. Valving. The interconnection of the Kronenwetter water system and the Rothschild water system shall be appropriately valved and controlled to prevent any possibility of flow from the Kronenwetter water system back into the Rothschild water system and approved by Rothschild. As such, Kronenwetter may review the plans and estimated probable costs related to the altitude valving and associated building. Rothschild will utilize its best efforts to keep the costs reasonable and consult with Kronenwetter concerning the same. Kronenwetter shall pay Rothschild within 90 days of receiving invoices from Rothschild for all the costs associated with the altitude valving (if needed) and associated building.

7. Meters. The interconnection between the Kronenwetter water system and Rothschild will be metered to record flows from Rothschild to Kronenwetter. Rothschild shall pay the cost of the meter(s) and be solely responsible for the maintenance thereof. Rothschild shall have access to the meter(s) for maintenance purposes at any reasonable time. The meter(s) shall be tested by Rothschild as per the PSC recommended

schedule with copies of all test results provided to Kronenwetter. Kronenwetter may request additional and reasonable tests at its expense.

8. Meter Readings. Rothschild shall have access to the meter(s) for reading, billing purposes, and maintenance, at any reasonable times. For the purposes of this Agreement, Rothschild's official record of meter readings shall be stored in Rothschild's utility billing software. Upon request, Rothschild shall provide a copy of such records to Kronenwetter.

9. Water Storage. Kronenwetter may use Rothschild's 300,000-gallon Cedar Creek water tower capacity in its engineering calculations of available storage volume. Through this Agreement and Kronenwetter's payment to Rothschild for Fire Protection charges will be based on the Rothschild's PSC approved rate structure.

10. Cost of Water (Rates). Kronenwetter shall pay to Rothschild the following sums:

A. Kronenwetter shall pay to Rothschild a fire protection charge, a meter charge and a volume charge, all as determined by the current Rothschild Waterworks PSC tariffs. Rothschild will be making an application to the PSC by one year after start date per PSC requirements and will request a rate be established for sale of water to Kronenwetter. This rate application will indicate that Kronenwetter has adequate storage facilities for the water they will purchase. Once a rate is established by the PSC, all future changes in rates will occur pursuant to prospective PSC Commission Rate Orders. Kronenwetter will reimburse Rothschild for all costs associated with any rate studies deemed necessary by Rothschild within 90 days of receiving invoices from Rothschild for the costs herein.

B. Upon completion and placement into operation of a Kronenwetter Well No. 3 and additional potable water storage capacity completed and acceptable to the PSC, the interconnection meter herein may be removed and the interconnection be placed in a "closed emergency connection" status. At said time payment to Rothschild of its fire protection fees will also cease. In addition, Kronenwetter shall no longer use the Rothschild water tower in its tower capacity and engineering calculations of available storage volume as set forth in ¶ 9 hereinabove.

11. Ownership. Rothschild shall own and have complete control over the service valve (functioning as a curb stop) to its water main, the interconnection water meter, subsequent remote meter reading equipment and any SCADA equipment. Kronenwetter shall own and have complete control over the water service line located in its jurisdictional boundary from the Rothschild service valve, the meter station building, meter station piping, meter isolation valves, bypass piping and valve, control valve, SCADA equipment, any chemical feed equipment and other materials related to the interconnection between Kronenwetter and Rothschild located in its jurisdictional boundary.

12. Potable Water Quality Standard. Rothschild shall provide, at the interconnection point, water which meets a chlorine residual of 0.1 ppm free chlorine and all primary drinking water quality standards established by State of Wisconsin and Federal governments. Rothschild and Kronenwetter shall test water supplies within their own system. Water test results shall indicate that the water quality satisfies all current primary water quality regulations. Any failure to meet such water quality regulations shall be remedied by the municipality in which the test indicates a failure of such criteria. Rothschild bears no responsibility for water quality beyond the point of connection with Kronenwetter and there will be no express or implied warranties of any type or kind.

13. Water Supply Capacity. Rothschild agrees to furnish the potable water to Kronenwetter, including any future expansion of the Kronenwetter water system within Kronenwetter, subject to the provisions in ¶ 10 and 18. It is further agreed that the total capacity provided by Rothschild to Kronenwetter shall not exceed the following average flow rate:

Average flow rate	350 GPM plus or minus 50 GPM
-------------------	------------------------------

Should the average flow rate be regularly exceeded, the parties agree to review, modify, and amend this provision upon mutual agreement. It is recognized that Kronenwetter has existing individual customers, typically on border streets that are residents of adjacent communities. Through cooperative, intra-governmental agreements Kronenwetter provides these non-residents a public water supply.

14. Interruption of Service. Should there be an interruption of service prior to the Kronenwetter meter station, Rothschild will notify Kronenwetter as soon as practicable.

15. Dispute Resolution. If a dispute related to this Agreement arises, the parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if the parties agree, it may be submitted to a third party agreed to by the parties for non-binding mediation. If the dispute is not resolved by these procedures, either party may commence an action in the Wisconsin Circuit Court system. The parties shall continue to perform according to the terms and conditions of this Agreement during the pendency of any litigation or other dispute resolution proceeding.

16. Amendments. This Agreement may be amended or modified from time to time only by written agreement approved and executed by each of the parties hereto.

17. Indemnity and Hold Harmless. Kronenwetter on behalf of itself, board members, residents, employees, contractors, and assigns hereby agrees to save harmless and indemnify Rothschild, its board members, residents, employees, contractors, and from and against any and all claims, loss, damages, injury and liability, whether to any property or person whatsoever, including reasonable attorneys' fees, expenses and costs, however and by whomever caused, including Rothschild, resulting from, arising out of, or in any way connected with any activity of whatever type by Kronenwetter its, board members, residents, employees, contractors, and assigns related in any way in connection with this Agreement.

18 Force Majeure. In any instance where the performance of an act is required strict compliance shall be extended or excused if the delay or inability to perform, such as the ability to provide potable water under this Agreement to Kronenwetter, is caused by a delay or failure to perform due to any cause that is not reasonably foreseeable and that is outside such party's reasonable control, including, without limitation, any act of God, federal or state declarations, pandemics, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, unusually severe weather conditions, theft, or inability to obtain necessary labor, materials or manufacturing facilities. It being the intent of this provision that in the event of the occurrence of any such Force Majeure, the time or times of performance or any obligations or acts of a party shall be excused or extended for the period of the delay, provided that the party seeking the extension due to the delay or excused from acting hereunder shall have first notified the other party.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date and year set forth above, and by so signing this Agreement, the signatories below certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

Village of Kronenwetter

By:



Chris Voll, President

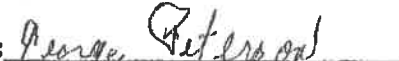
Attest:



Cindra Falkowski, Clerk

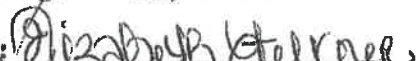
Village of Rothschild

By:



George Peterson, President

Attest:



Elizabeth Felkner



Report to Utility Committee

Agenda Item: Back-up Soft Start Purchase Lift Station 11

Meeting Date: February 6, 2024

Referring Body: Utility Committee

Committee Contact: Alex Vedvik, Chair

Staff Contact: Leonard Ludi, Incoming Village Administrator

Mark Mackey, Operator – Kronenwetter Water Utility

Report Prepared by: Leonard Ludi, Incoming Village Administrator

OBJECTIVE(S): Purchase a stand-by Soft Start VFD for Lift Station 1, pump #2. The mission of the Village of Kronenwetter Water and Sewer Utility is to provide clean, safe drinking water. The Utility is also tasked with staying ahead of any potential failure in the system by managing preventative maintenance programs and anticipating replacement of older equipment before it fails.

HISTORY/BACKGROUND: On Tuesday January 6, 2024 around 7:38am, Lift Station 1, pump #1 had an alarm and the Utility Crew verified the pump had failed. They reset the pump and tried to run it again, but it faulted again after just a couple of seconds of running again.

As this is our main station on the east side of the lift station system, they attempted to pull the pump to see if there were any obstructions stuck the pump chamber. It was concluded that Lift Station 1, pump #1 had a defective Soft Start VFD and the part was ordered immediately. We also discovered the lead time for the Soft Start would be 8-10 week.

Since we are only running on the one (1) back up pump #2, and there is no back-up for 8-10 weeks. Noting, pump #2's SMX Flex SMART motor was replaced in 2009 so it is nearly 15 years old, it is recommended we purchase a spare so the Village Utility not in the same situation in the future.

PROPOSAL: Recommendation is to purchase a spare SMX Flex SMART motor controller. The cost of the spare motor controller \$6,086.00 (see attached B&M Technical Service proposal...)

RECOMMENDED ACTION:

FINANCIAL

Financial Consideration/Action: Procure stand-by motor controller for \$6,086.00

FUNDING SOURCE: Capital Outlay

Account Number/Title:	# 650-53650-826-000
Current Adopted Budget:	\$ 801,500.00 (2024 Budget)
Spent to Date:	\$
Remaining Budget:	\$
Requested Amount:	\$ 6,086.00
Remainder of Budgeted Amount, if approved:	

ATTACHMENTS: * B&M Technical Service proposal



B & M TECHNICAL SERVICE, INC.

PO Box 48 | 364 Industrial Drive Coloma, WI 54930

Office 715-228-7604 | Fax 715-228-3418

bmtechservice.com

Date: 1/16/2024

Quote Number: 20241040

B&M Contact: Troy Metz

Email: troy@bmtechservice.com

Direct: 608-548-3447

To: Kronenwetter

Attn: Mark Mackey

Re: Spare Soft Start for Lift Station #1

We are pleased to provide the following base bid:

Qty.	Description:	Net Each	Net Extension
1	Allen Bradley SMC FLEX SMART MOTOR CONTROLLER		
		Total	\$ 6,086.00

Estimated Delivery:	8-10 weeks	Installation/Start-up:	Not Incl.	
Installation Manuals:	Incl.	Service Contract:	Not Incl.	
Operation Manuals:	Incl.	Downpayment Due:	50%	
Sales Tax:	Not Incl.	Payment Terms:	Net 30	
Estimated Freight:	Not Incl.	Quote Expiration:	30 Days	

Additions or deductions to base bid:

Exceptions and Special Notes:

Clarification Notes:

Unless otherwise noted any other equipment/services is not included and to be supplied by others.

For projects totaling more than \$10,000, 50% downpayment is required upon quote acceptance. Parts cannot be ordered prior to receiving downpayment.

To accept quote, please sign below and return to B&M Technical Service, Inc.

Quoted by _____

Regina Weyenberg, Assistant Project Coordinator

regina@bmtechservice.com

Direct: 715-228-7604

Accepted by _____

Kronenwetter

This information provided is confidential and proprietary to B&M Technical Service and is intended solely for the recipient listed above. Do not duplicate or distribute.