



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

February 03, 2025 at 6:00 PM

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

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**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.](#) December 2, 2024 CLIPP Committee Meeting Minutes

**4. REPORTS AND DISCUSSIONS**

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

**5. NEW BUSINESS**

- [I.](#) Discussion and Possible Action: Ambulance Service Contract
- [J.](#) Discussion and Possible Action: Village Alcohol Licensing Ordinance Review
- [K.](#) Discussion and Possible Action: 2026-2030 Kronenwetter Outdoor Recreational Plan
- [L.](#) Discussion and Possible Action: Duct Cleaning for the Kronenwetter Municipal Complex
- [M.](#) Discussion and Possible Action: § 419-6 Variance Language
- [N.](#) Discussion and Possible Action: § 496-7 ATV/UTV Language

**6. NEXT MEETING: March 3, 2025**

**7. CONSIDERATION OF ITEMS FOR FUTURE AGENDA**

**8. ADJOURNMENT**

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

Posted: 01/31/2025 Kronenwetter Municipal Center and [www.kronenwetter.org](http://www.kronenwetter.org)

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



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

December 02, 2024 at 6:00 PM

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

**1. CALL MEETING TO ORDER**

*Chairperson Trustee Chris Eiden called the December 2, 2024 Community Life, Infrastructure and Public Property (CLIPP) Committee Meeting to order at 6 p.m.*

**A. Pledge of Allegiance**

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

**B. Roll Call**

**PRESENT:** *Trustee Chris Eiden, Trustee Aaron Myszka, Ryan Leff, Pat Kilsdonk*

**ABSENT:** *Trenton Karch*

**STAFF:** *Police Chief Terry McHugh, Community Development Director Peter Wegner, Public Works Director Greg Ulman, Clerk Jennifer Poyer*

**2. PUBLIC COMMENT**

*Holly Hettinga, 1426 Maple Ridge Road, Kronenwetter, WI 54455*

*Hettinga spoke on the speed on Maple Ridge Road and supporting a speed reduction from 55 mph to 45 mph.*

**3. APPROVAL OF MINUTES**

**C. October 7, 2024 CLIPP Committee Meeting Minutes**

*Motion by Kilsdonk/Myszka to approve the October 7, 2024 CLIPP Committee Meeting Minutes.*

*Motion carried by voice vote 4:0.*

**4. REPORTS AND DISCUSSIONS**

**D. Fire Chief Report**

**E. Police Chief Report**

**F. Public Works Director Report**

*Public Works Director Greg Ulman discussed the Bugtussel/Michels agreement in the Village and their recent damage to the streets.*

**G. Community Development Director Report**

*Community Development Director Peter Wegner answered questions regarding TID development.*

**H. Complaint Log**

**5. NEW BUSINESS**

**I. Discussion and Possible Action: Speed Limit on Maple Ridge Rd.**

*Motion by Myszka/Leff to recommend to the Village Board a reduction of speed on Maple Ridge Road from 55 mph to 45 mph. Motion carried by voice vote. 4:0.*

*Discussed the speed board dates. Discussed safety issues regarding the dips and hills in the road along with the current road conditions. Discussed safety of drivers, pedestrians and homeowners along the road. Also, discussed the speed limits on similar and nearby roads.*

**6. NEXT MEETING: January 6, 2025**

**7. CONSIDERATION OF ITEMS FOR FUTURE AGENDA**

*Strategic planning for the Village*

**8. ADJOURNMENT**

*Motion by Myszka/Leff to adjourn the December 2, 2024 CLIPP Committee meeting.*

*Motion carried by voice vote. 4:0.*

*Meeting adjourned at 6:28 p.m.*

# KRONENWETTER FIRE 2024



Fire Chief Theresa O'Brien

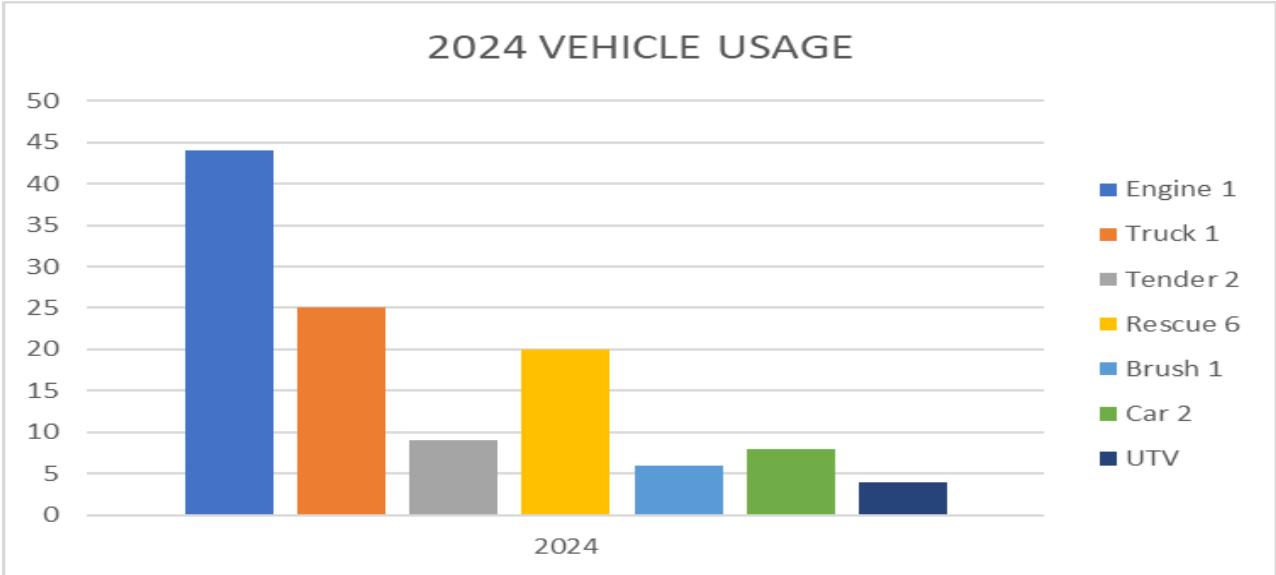
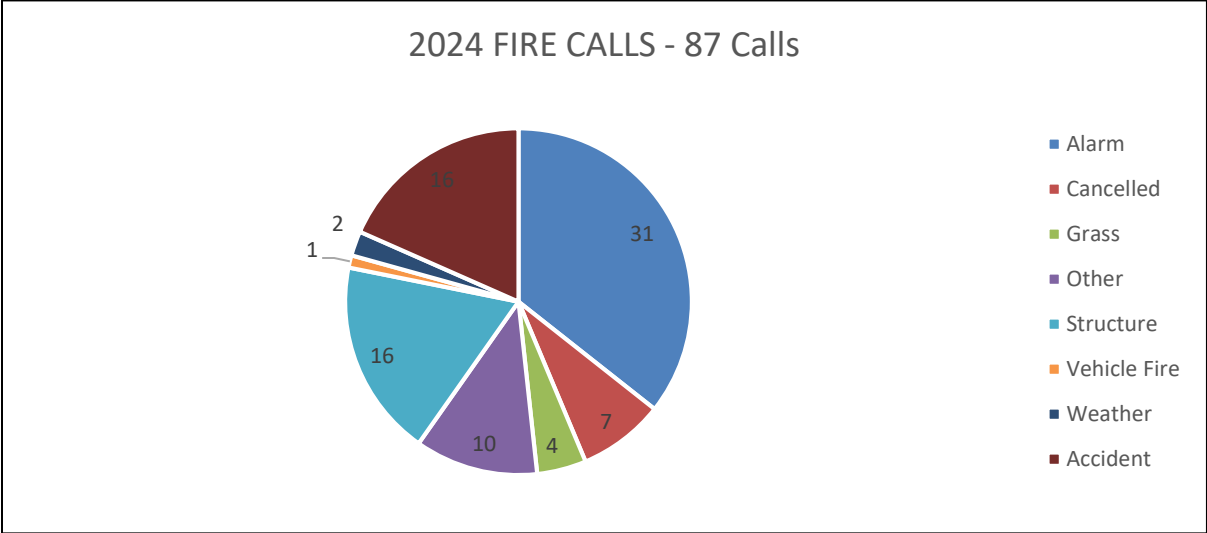


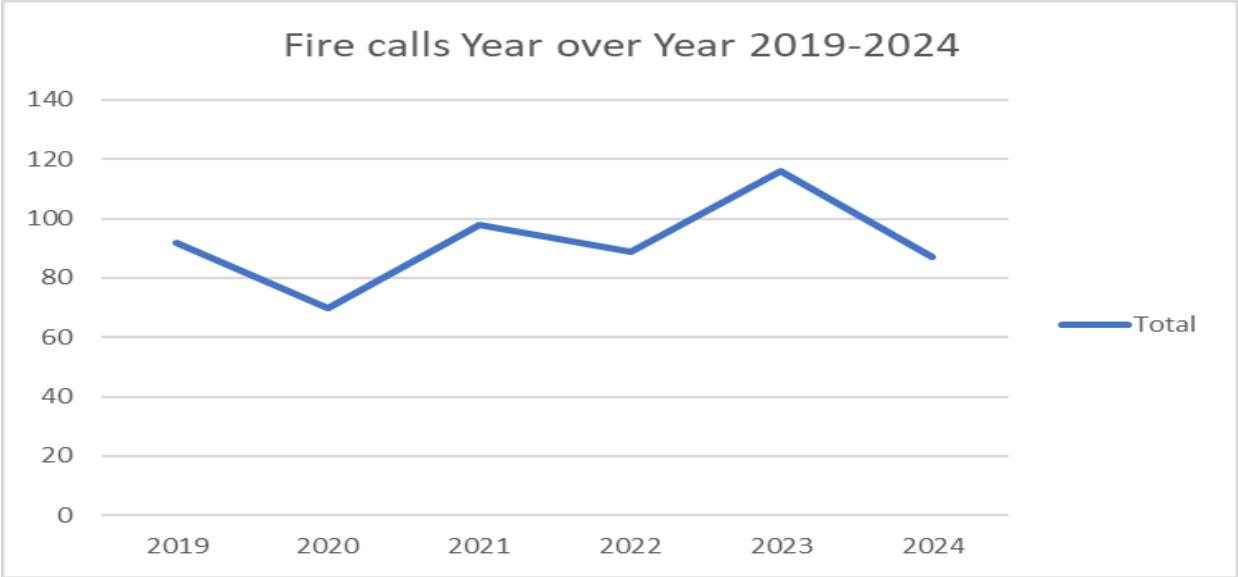
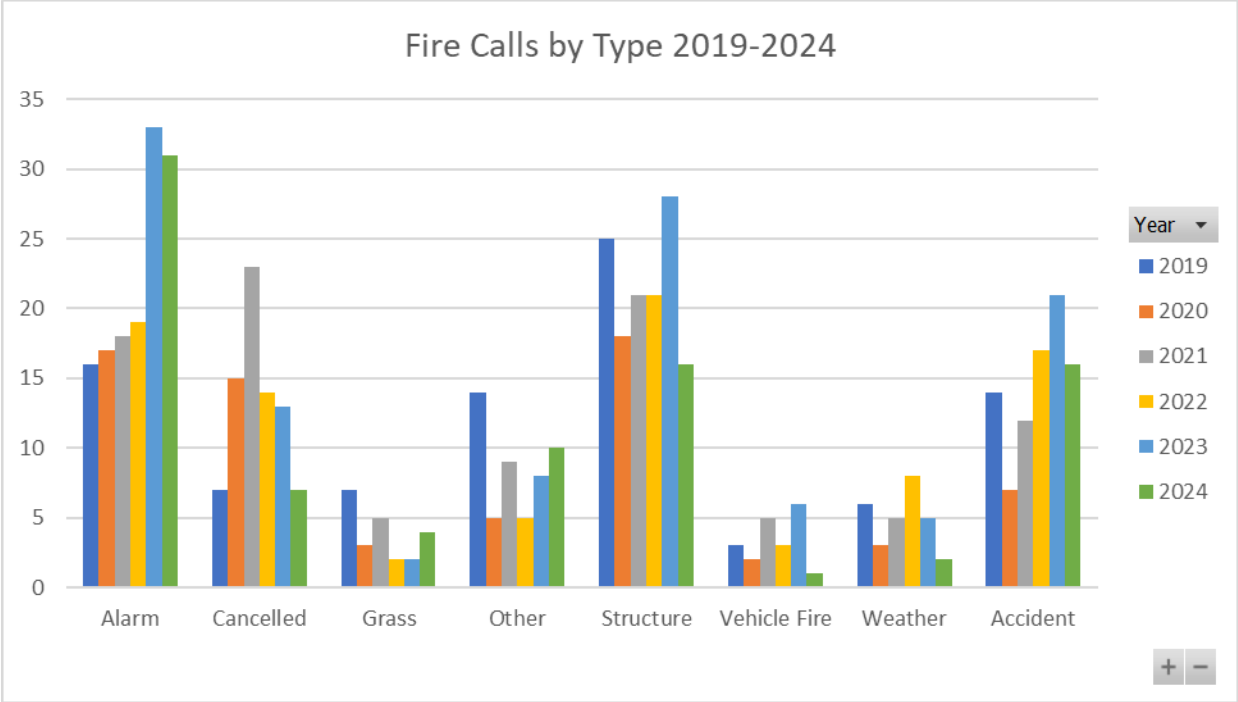
### Total Fire and Emergency calls for 2024:

- 87 Fire
- 404 EMS/Ambulance

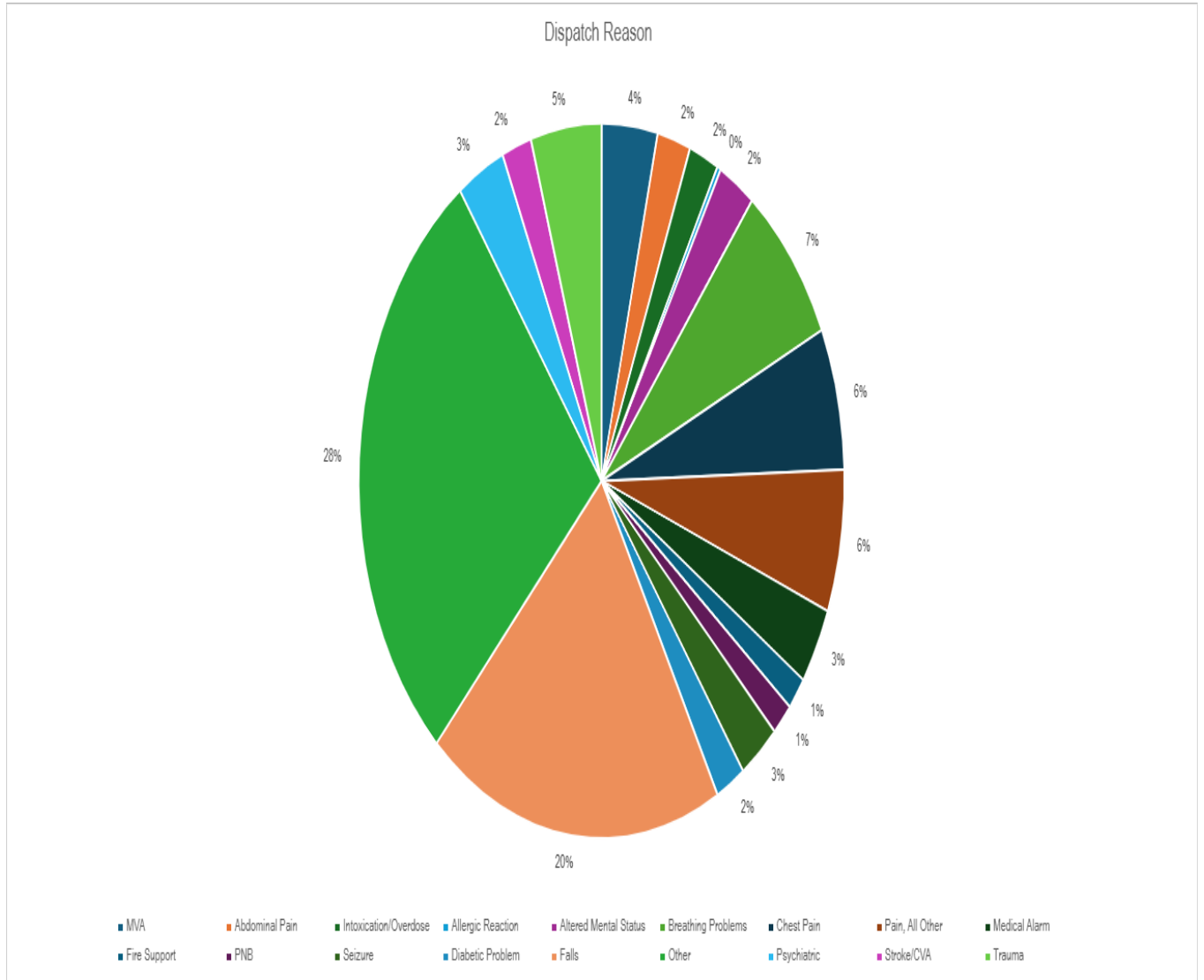
### Fire Requests: 87

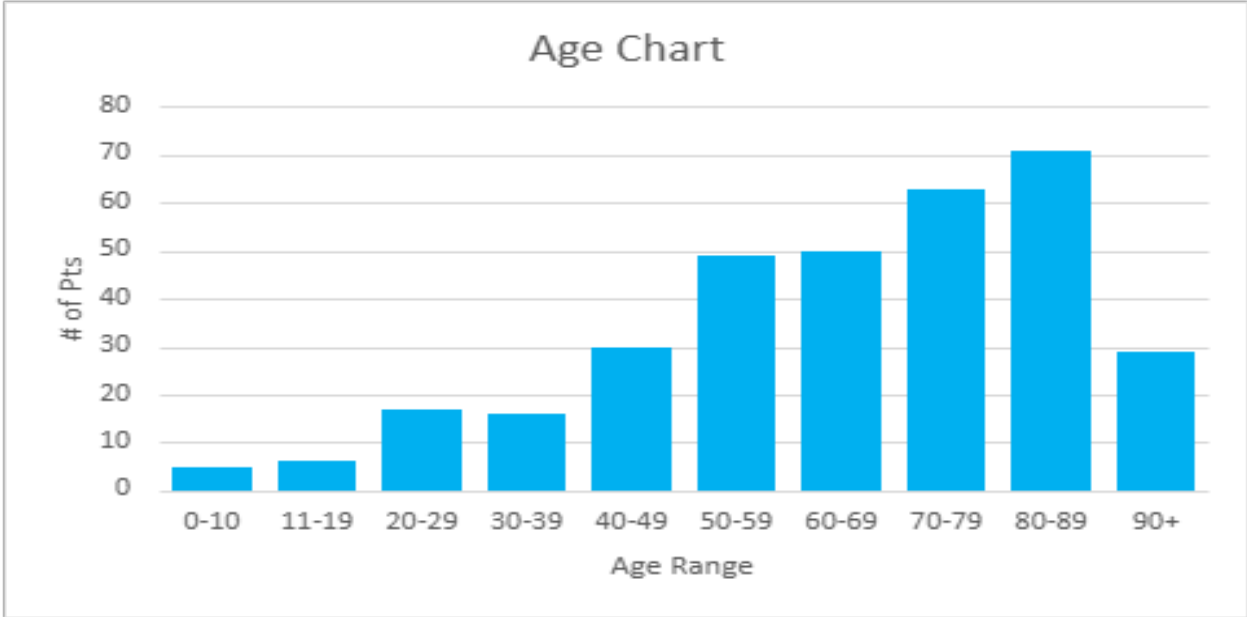
Mutual Aid:  
Received: 8  
Given: 18



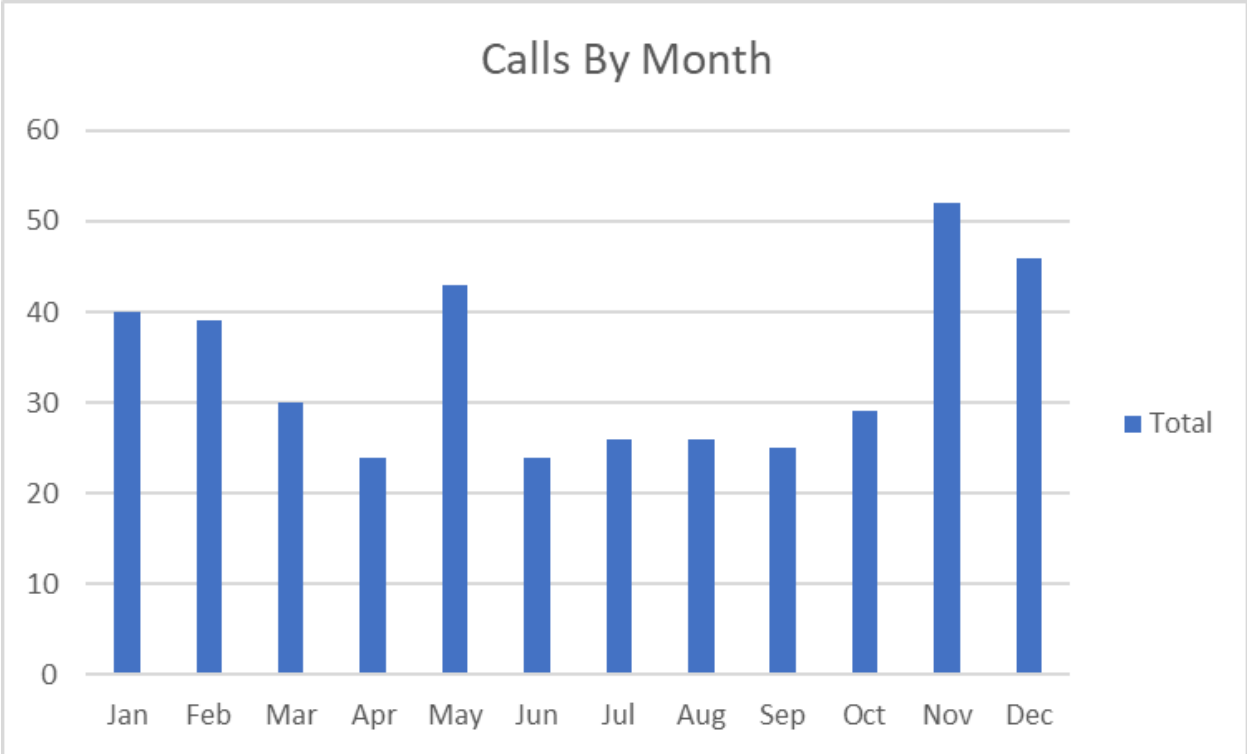


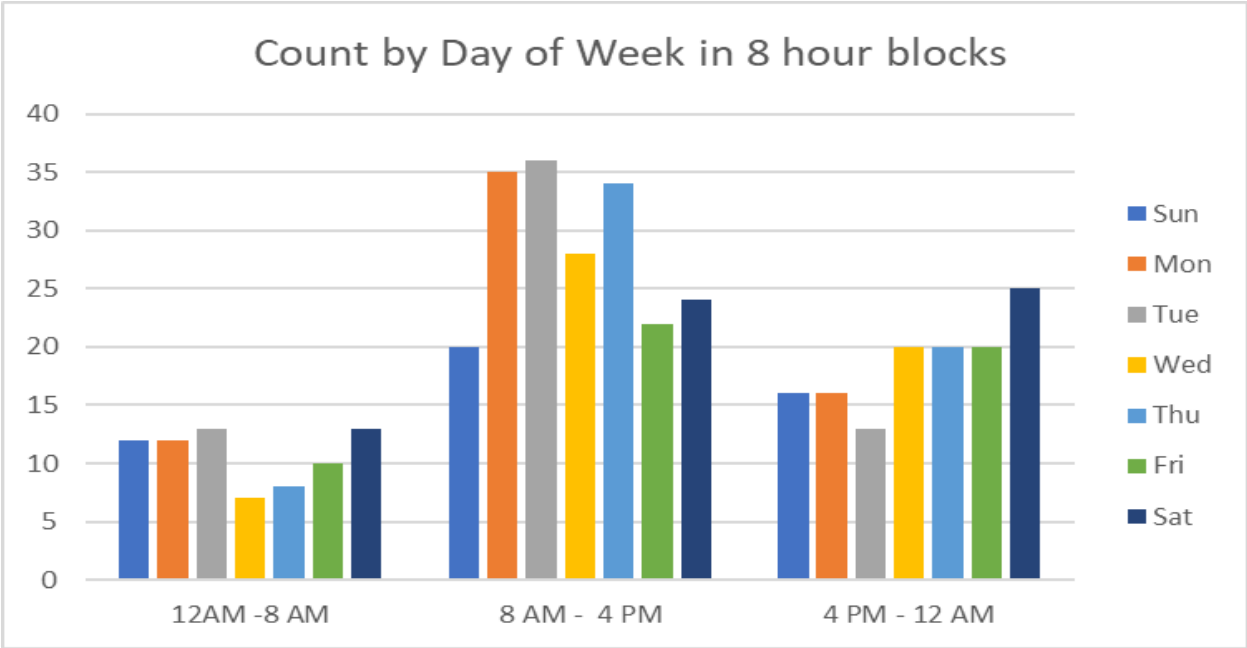
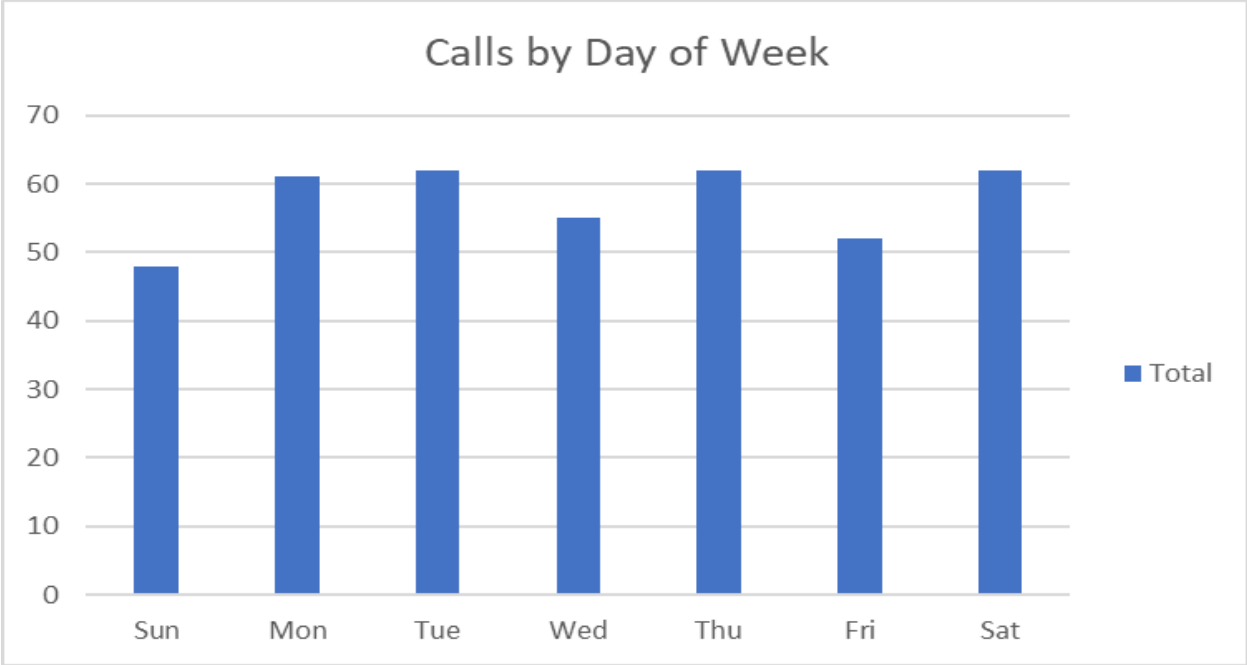
### Emergency Medical Service Requests: 404

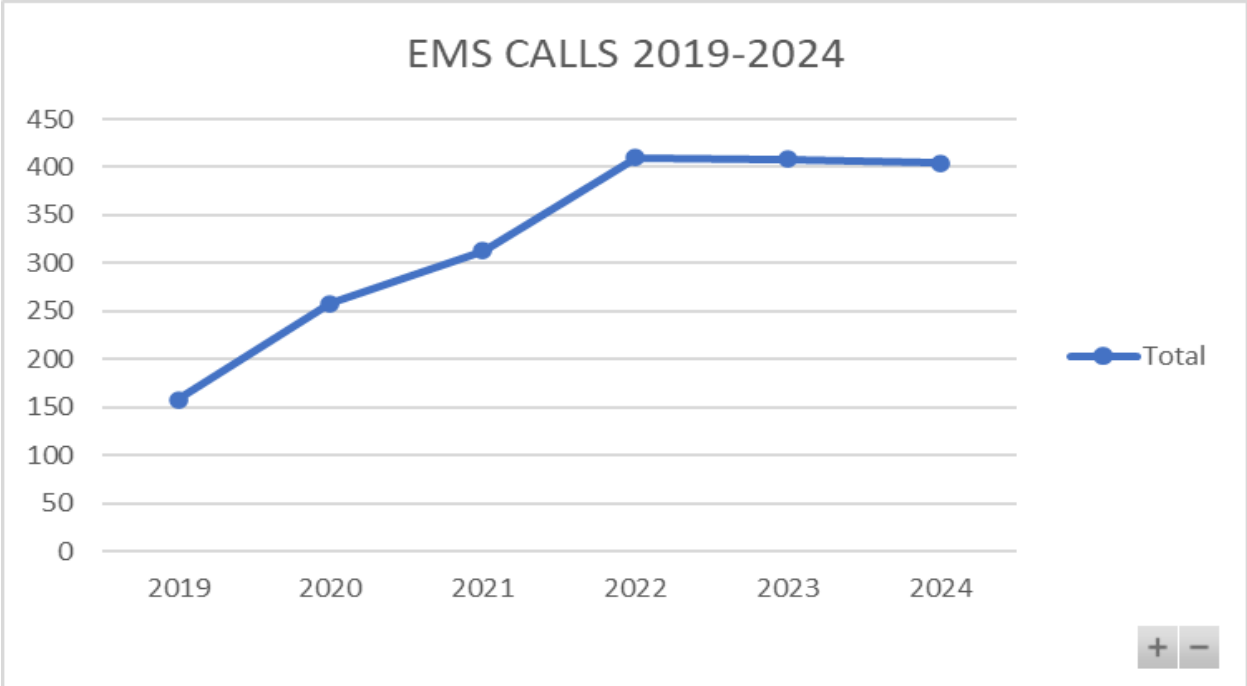




\*\*Youngest – 4 months, Oldest – 101 Years









**Current Fire Department Vehicles:**

\*\*Annual Maintenance completed on all trucks including DOT Inspections and Pump Testing

<p>Car 2 – 2024 Ford F250 Crew Cab</p> 	<p>EMS 1 – 2022 Ram 1500</p> 
<p>Tender 2 – 2015 Peterbilt</p> 	<p>Brush 1 – 2019 Ford F550</p> 

Engine 1 – 2019 Pierce



Rescue 6 – 2010 Kenworth



Truck 1 – 2023 Pierce Aerial



UTV – 2016 John Deer Model 825 E with Skid Unit





**Current Staffing:** We will continue to hold recruitment events in 2025.

Firefighters (not including officers)– 24 with 21 fully trained, 3 will be attending training in 2025  
EMS 9 EMS First Responders – 1 additional signed up for training early 2025 and 1 new applicant starting in 2025.

**Department Members :**

- Fire Chief Theresa O’Brien
- Captain Matt Berndt
- Captain Tim O’Brien
- Captain Kyle James
- Captain Chris Charneski
- Lieutenant Kurt Swenson
- Lieutenant Keign Charneski
- Lieutenant Sam Allcox  
(\*resigned 12/31 due to a job change out of the area)
- EMS Coordinator Alexa Kufalk
- William Kohn
- Josh Wiese
- Warren Jacobs
- Tristan Wanden
- David Levorson
- Kevin Balk
- Cindy Smith
- Ashton Hocking
- Travis Plisch
- Brice Maier
- Sean Andraschko
- Austin Shulfer
- Oliva Stone
- Hannah Nechuta
- Kent Pavick
- Connor Young
- Corbin Zortman
- Matt Neyrinck
- Jarret Imlach
- Mason Hoffmann
- Jordyn Wadle-Leff
- Eric Podoski
- Samuel Wing



**Fire Trainings:**

- CPR
- RIT – Rapid Intervention
- Communications
- DNR Wildland annual refresher
- Ladders
- Search and Rescue
- Venting
- Self-Rescue
- Salvage and Overhaul
- Pumping – Relay Pumping
- Emergency Vehicle Operations
- Propane Emergencies
- Ropes/Knots
- Vehicle Extrication
- Hose Operations
- Fire Ground Operations
- Thermal Imaging Camera
- Forcible Entry
- \*\*not an all-inclusive listing



**EMS Trainings:**

- EMS Reporting (WARDS)
- CPR
- Cold Weather Emergencies
- Medical Emergency Scenarios
- Farm related emergencies
- Medical Terminology
- Cardiac Emergencies
- Ambulance Operations
- Fall related emergencies
- Pediatric Emergencies
- Helicopter – Landing Zone
- Behavioral Health Emergencies
- SCOPE of Practice overview
- Midwife
- Dementia
- ALS – Lou Gehrig’s Disease
- \*\*not an all-inclusive listing





**Fire Inspections completed in 2024**

Town of Guenther – 16  
Village of Kronenwetter - 274

**Business involved training in 2024**

Fire Extinguisher training – EPIROC, G3, Wausau Child Care  
Central Wisconsin Airport – Overbrush burning, Airport Fire Emergencies



**Events attended in 2024:**

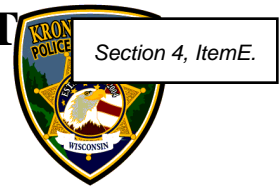
- Open House Event
  - Bike and Walk event
  - DC Everest DARE Event
  - Movie Under the Stars
  - National Night Out
  - Trick or Treating in the Village
  - Pop Up Splash Pad
  - Fire Prevention – Daycare/Schools
  - Lions Fall Fest
  - Automation Arts Ribbon Cutting
  - Rolling Paws Pet Care Ribbon Cutting
  - 4 Seasons Ribbon Cutting
  - Mosinee 4<sup>th</sup> of July and Christmas Parades
  - Ahlstrom Family Picnic
  - Presidential campaign – EMS/Fire
- \*\*not an all-inclusive listing





# KRONENWETTER POLICE DEPARTMENT

## Office of the Chief of Police Executive Summary for Jan 2025 CLIPP



**TO: CLIPP COMMITTEE MEMBERS**

**DEPARTMENT ACTIVITY SUMMARY** – In December, we handled 461 total calls for service. Some highlights included the following:

- Two domestic violence arrests, one of which was an agency assist where we arrested a subject on Plover PD’s charges and turned them over to Plover PD. The other one, which was our case, resulted in a subject being arrested for domestic battery and disorderly conduct.
- A pair of OWI arrests. The first was a first offense OWI arrest after officers were called to the gas station for a report of an intoxicated male preparing to drive away. The second was an attempt to locate, which resulted in a third offense OWI arrest and a Probation and Parole hold.
- Two mental health emergency detentions, both resulting in transport outside of Marathon County. The first call began during the middle of the night and lasted until late morning, leaving the Village with no coverage for over eight hours. We had to transport that subject to Tomah. Fortunately, the second call was not as labor intensive because the subject was already at the hospital and by the time we got the call, we basically just needed to transport them to Winnebago.
- A natural death investigation after officers were called to conduct a welfare check on a subject who hadn’t been heard from or seen for a while.
- A citation for possession of THC.
- A subject caused a loud disturbance inside his apartment, which drew the attention of other tenants. However, he refused to open his door, so officers returned later and issued him a disorderly conduct citation.
- Two identity theft/fraud investigations. Fortunately for one caller, his money was refunded, so he did not end up being out anything; however, the other victim lost \$5900 to a phony website from Africa that claimed to sell puppies.
- A pair of theft from vehicle complaints that are still being investigated for any potential leads.
- An assist to the KFD at the Dollar General after officers responded to a fire in one of their coolers.
- A series of child custody disputes between the same couple that resulted in multiple reports being sent to the District Attorney’s Office.

**DEPARTMENT PERSONNEL ISSUES & STATUS** – The multi-jurisdictional sexual assault of a child investigation is still ongoing and there continues to be developments in that case. The defendant violated conditions of his bond and through joint investigative work, we developed probable cause for the District Attorney to obtain an arrest warrant since officers were not able to apprehend the suspect. When he showed up at court, the judge changed his bond to \$50,000 cash and put him in jail. Great work by all agencies to work together on this and get the defendant put in jail.

As we work to complete this case, Ofc Xiong has spent an incredible amount of time pouring over the forensic phone downloads. He has basically spent his entire shift for close to two weeks pouring over forensic details and documenting what he’s found in reports, yet he still has more follow-up investigation to do. One eye-popping example of the labor-intensive nature of this work is the fact that one phone alone had over 38,000 text messages in just a two-month period!

Staffing wise, it’s been a rough stretch because we’ve had two officers out on Family Leave from mid-December through mid-January. Additionally, we will still have one of those officers out on family leave through the end of February. The officers made their 2025 shift selections in October and just finished their vacation picks, so they are ready for 2025.





# KRONENWETTER POLICE DEPARTMENT

## Office of the Chief of Police Executive Summary for Jan 2025 CLIPP



Section 4, Item E.

**CURRENT GRANTS AND EQUIPMENT** — We were awarded a grant for new equipment to calibrate our PBT's, which are our preliminary breath tests. Officers use PBT's on calls such as OWI's, underage alcohol violations, etc. These devices need to be calibrated regularly to ensure they are operating correctly. The equipment we received is all free because there was no match involved in this grant. Nice work by Sgt Seehafer, who prepared the grant on our behalf.

We placed an order for a 2025 Dodge Durango and the good news is the price did not increase much compared to last year. At this time, it is far too early to tell when it will arrive. Lastly, we had our Charger repaired at 51 Auto Body after the defendant in a domestic case kicked a large dent in it. We submitted an insurance claim and the cost to repair this was nearly 2k! The 2018 Dodge Charger is on the WI Surplus Auction, and we hope to fetch a good price for that.

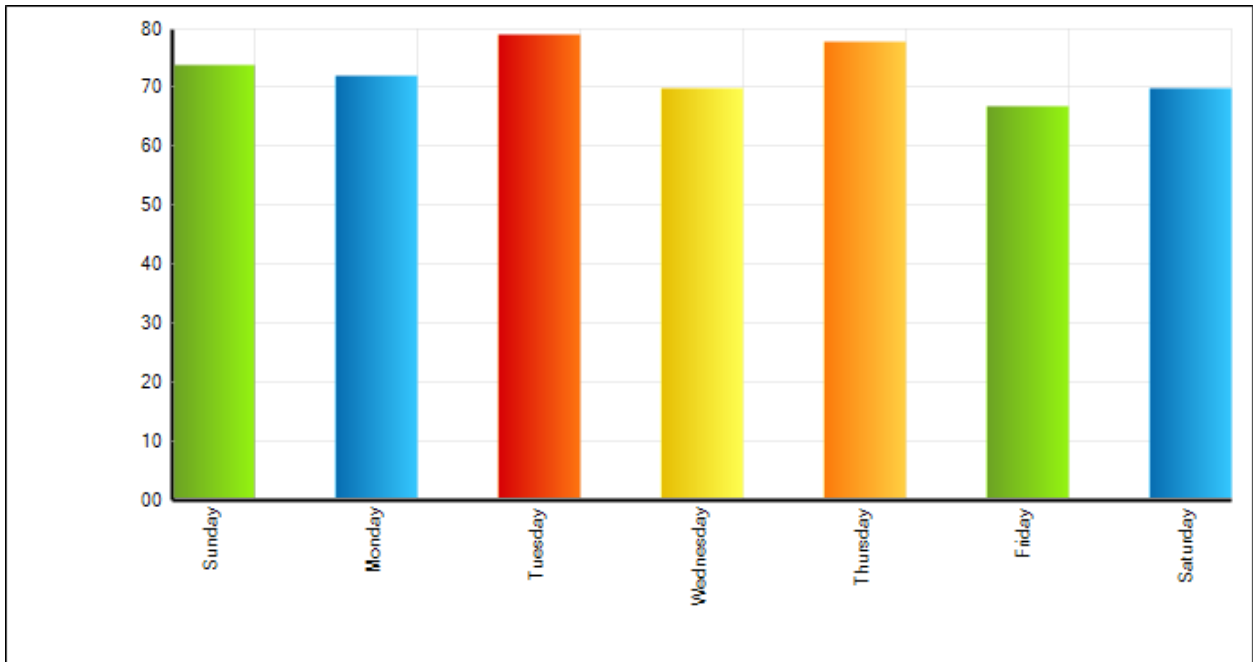
# December 2024 Calls for Service Info

## EVENTS BY NATURE CODE BY AGENCY

<b>KP</b>	911 HANG UP	10
	ANIMAL COMPLAINT	5
	BUSINESS SECURITY CHECK	28
	CAR/DEER VOLUNTARY	1
	CIVIL COMPLAINT	9
	CRIMINAL MISCELLANEOUS	16
	CRIMINAL THEFT	1
	DISABLED VEHICLE	18
	EXTRA PATROL	39
	FAMILY DISTURBANCE	2
	FIELD INTERVIEW	2
	FINGERPRINTING	5
	FOLLOW-UP INVESTIGATION	24
	GAS SKIP	1
	INFORMATION	1
	JUVENILE DISTURBANCE	1
	MENTAL SUBJECT	2
	OVERNIGHT PARKING	10
	PARKING MISCELLANEOUS	2
	SCHOOL WALK THROUGH	9
	SERVICE MISCELLANEOUS	38
	SUSPICIOUS ACTIVITY	6
	TRAFFIC HAZARD	4
	TRAFFIC MISCELLANEOUS	3
	TRAFFIC STOP	86
	VEHICLE LOCKOUT	4
	WARRANT SERVICE	1
	WELFARE CHECK	5
	CAR/DEER VOLUNTARY	1
	HIT & RUN CRASH	3
	TRAFFIC CRASH - INJURY	1
	TRAFFIC CRASH PDO	18
	FIRE ALARM	2
	UTILITY FIRE CALL	2
	DEAD ANIMAL	5
	COMMUNITY RELATIONS ACT	1
	TELEPHONE MESSAGE	9
	VACANT HOME CHECK	2
	VEHICLE ATL	8
	MEDICAL EMERGENCY	33

# December 2024 Calls for Service Info

## Calls by Day of the Week



### Summons/Citations Charge Summary

Agency: KRONENWETTER PD, Date Range: 12/01/2024 00.

Charges	Count
DISORDERLY CONDUCT - MUNICIPAL	1
DISPLAY FALSE VEHICLE REGISTRATION	1
EXCEEDING SPEED ZONES/POSTED LIMITS	3
FAIL/STOP AT STOP SIGN	1
HIT AND RUN-PROPERTY ADJACENT TO	1
IID TAMPERING/FAIL TO INSTALL/VIOULATE	1
KNOWINGLY OPERATE WITHOUT LICENSE	2
NON-REGISTRATION OF VEHICLE	2
OPERATE MOTOR VEHICLE W/O INSURANCE	1
OPERATING A MOTOR VEHICLE W/O	1
OPERATING WHILE REVOKED (REV DUE TO	1
OPERATING WHILE SUSPENDED	3
OPERATING WHILE UNDER THE INFLUENCE	1
OPERATOR FAIL/HAVE	1
POSSESS OPEN INTOXICANTS IN MV	1
POSSESSION OF THC	1
SPEEDING ON CITY HIGHWAY	1
<b>Total:</b>	<b>23</b>



## **Report to CLIPP**

**Item Name:** Director of Public Works and Utilities Report

**Meeting Date:** February 3, 2025

**Referring Body:**

**Committee Contact:**

**Staff Contact:** Greg Ulman

**Report Prepared by:** Greg Ulman

- The new water filtration plant went online January 22, 2025 after all the testing has been passed by the DNR.
- Staff had a training day about the new filtration plant on January 16, 2025 with Kurita, the supplier of the filtration device, as well as subsequent trainings with the engineers, DNR, and the contractors.
- The furnace at the well house for pump #1 went down and we required immediate service on the furnace, the cost was \$4,090.00.
- Public Works crews have been busy salting the roads with the minor snowfall in January, and when the temps are above freezing they are staying busy trimming the trees that fall into the right-of-ways.
- I have been working on the 2025 MS4 permit for the DNR which is due in March for the Village.
- The TID #2 project bid opening has happened on January 24, 2025 and we projected \$4 million in the road project for Kronenwetter Dr, plus the roads south of Maple Ridge off of Kronenwetter Dr, and the bid came back in at \$3,146,530.14.

## Community Development/Planning and Zoning Director Report

February 3, 2025

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

- Complaints/Enforcement.
- Correspondence with Surveyor regarding proposed Concept Plan.
- CSM Happy Hollow Road.
- CSM 1500 Kowalski Road.
- Milestone Materials Conditional Use Permit continued.
- Eau Claire River, LLC Rezone Request continued.
- Open Records requests.
- Research Roadway Access Control, 419-6 Variance.
- Research 200-6 Kennels and 520-23 Commercial Animal Establishment Language.
- Correspondence with JX Trucking.
- Research Zero Lot Line Language.
- Planning Technician Interview.
- Sign Permits 1260 Kowalski Road.
- AT&T Permit Modification of Antenna Facilities – Village Water Tower.
- Correspondence with Developer re: Industrial Rezone.
- Golden Ponds research info for Associated Appraisal.
- Correspondence with Common Wealth Development Corporation (Multifamily Development).
- Joint RDA and PC meeting 12/12/2024.
- Review Sanitary Permit 1628 Kronenwetter Drive.
- Correspondence with Commercial Building Inspector.
- Research ATCP 16.02 Dog sellers and dog facility operators; license.
- Research 173.41 Regulation of persons who sell dogs or operate animal shelters.
- Meeting with A&D Contractors regarding Access Road.
- Meeting with Village resident re: Real Estate Assessment concerns.
- Correspondence East Nick Road improvements.
- Correspondence with Amentum regarding raising Village Water Tower Antenna light.
- Research Available Utilities (electric, gas, water and wastewater) 1500 Kowalski Road.
- Correspondence regarding possible sale of Village owned property off Kronenwetter Drive.
- Correspondence with Attorney Richard Carlson, Eau Claire River, LLC vs. Village of Kronenwetter.
- Correspondence with American Asphalt regarding CUP Application.
- Correspondence with Developer re: 2070 Queenland Drive.
- Preliminary Review History of TID #1.
- Correspondence with Developer re: Development Agreements.
- Review Kronenwetter Drive Village owned parcels Wetland Delineation.
- Preliminary Review Maple Ridge Commercial Animal Establishment CUP.
- Planning Tech Offer of Employment Letter.





**VILLAGE OF KRONENWETTER  
COMPLAINT LOG**

Section 4, ItemH.

Violation #	Date Received	Property Address	Owner Name	Complainant name	Nature of the Complaint	Action Taken	Status	Date Resolved
23-0517-013	5/17/2023	860 W Nelson Road	Joel Straub	Kurt	dilapidated shed	Certified letter sent, citations issued, pled not	Open	
23-0522-023	5/22/2023	2449 Pico Road	RILEY LOEBBAKA	Neighbor	2 cars parked in yard that are not registered or	Given to police. Letter needs to be sent. 05/30/2024: Updated pictures, 1 car still in yard, 1 boat and 1 trailer in the side yard.	Open	
23-0530-015	8/2/2023	2025 Amber Drive	Robert Dudley	Andrew Feldmann	Junk in yard, broken down car in yard	Talked to them ending week January 27, 2024. Checked out and took pictures. I believe the only thing that can be made to pick up is old appliance. Talked with owner and he said that	Open	
23-0802-030	9/29/2023	3297 Pine Road	Samuel J Stroik	Anonymous	Chickens and horses in a single	Talked to owner about solving the problem. See notes. Police gave deadline to move horse.	Open	
23-0907-033	3/20/2024	1849 Deerwood Trail	Steve Woytasik	Anonymous	Lots of junk and rubbish all over the	Took photos. Need to send a letter. Pictures updated 05/24/2024 - yard needs to be	Open	
23-0929-038	4/15/2024	2560 Sussex Place	Brad Harvey	Anonymous	Added driveway and culvert without	Needs onsite.	Open	
23-1023-039	4/15/2024	990 O'Keefe Drive	Georgia Benson	Terry	Business sign in the	Needs onsite and letter sent. Pictures on	Open	
24-0320-041	4/10/2024	1814 Judy Drive	Roger Shidell	Nancy Hromek	Olds Buick Station wagon parked in	Needs onsite. Pictures taken on 05/24/2024.	Open	
24-0415-002	4/9/2024	County Road X	Stacey Stepan	Anonymous	Storing campers on	Needs letter sent.	Open	
24-0415-003	3/22/2024	920 Wedgewood	Cheryl Viviano	Anonymous	Siding coming off house. Vehicle not moved and thus sunk into blacktop. Dozen of boxes and	Needs letter sent. Pictures taken on 05/24/2024: boxes are removed, van is still sunken into the blacktop driveway. 05/28/2024: Spoke to owner and she is not home and needs time to figure out what to do	Open	
24-0410-004	4/9/2024	Happy Hollow	Dean Prohaska	Anonymous	Excavation of land and trees. Check	Placed stop work order. Working with owner. Check for permits. Needing to add paperwork.	Open	
24-0409-006	4/18/2024	1190 Gardner Park	Daniel Winter	Anonymous	Property	Needs onsite. Pictures taken and lot is vacant.	Open	
24-0322-007	4/24/2024	2092 South Road	Faye Parker and Orr	Anonymous	Junkyard	Needs onsite. Updated picture and the junk is	Open	
24-0409-008	5/7/2024	990 Happy Hollow	NAC Leasing LLC	Anonymous	Public nuisances,	Spoke with Bryce Hanson 9/20/2024 he will	Open	
24-0418-009	6/12/2024	2266 Pleasant Drive	Jacob Schmirler	Ron Dunaj	Erosion on to neighbors property	Met with Ron. Spoke to Jacob. Very cooperative. He will remove soil and	Open	
24-0424-13	6/14/2024	2599 16th Road	Christopher Mueller	Anonymous	Dogs' excessive	Need to make contact with Chris	Open	
24-0507-14	6/14/2024	2302 & 2304 Bonneydu	The Hot Spot LLC	Anonymous	Building shed/garage without permit (but	Obtained photo. Appears to be less than 25ft from street setback. Need to contact owner.	Open	
24-0614-054	6/18/2024	2177 Angelo Drive	Michael Ausloos	Anonymous	Grass has not been mowed and is over	07/17/2024: Called owner and left a VM	Open	

**VILLAGE OF KRONENWETTER  
COMPLAINT LOG**

Section 4, Item H.

Violation #	Date Received	Property Address	Owner Name	Complainant name	Nature of the Complaint	Action Taken	Status	Date Resolved
24-0611-046	8/26/2024	1848 Maple Ridge	Jeff Jerde	Anonymous	Selling liquor without a license. Commercial Animal	Met with Jeff at property. Advised no alcohol sales. Current uses not permitted in RR5. Will set up a meeting to discuss process.	Open	
24-0618-047	8/27/2024	1868 Manatee Dr	Zach & Abby Knetter	Anonymous	Junk in yard, old Cars, old boat, tires, snowmobiles, plowtruck, woodstove, lots of junk and tall grass/weeds	Some items removed. Needs onsite	Open	
24-0826-049	6/5/2024	1920 Kimberly Road	Jerry & Wilma Quaderer	Anonymous	Garage built with no permit	Need ROW marked.	Open	
24-0827-050	5/3/2024	2143 Meadow Drive	Mark Schubring	Anonymous	Roadway access	Mark needs to apply for a variance for a second driveway.	Open	
24-0827-051	9/27/2024	1589 Kowalski Road	Wianecki Properties	Anonymous	Possible Wetland fill and deposit in Floodplain. Building without permits	Met with Troy Wianecki. Working on permits for renovations to home and new pole barn.	open	
24-0927-057	9/24/2024	1775 Pine Road	Jason Schmirler & Da	Anonymous	Junk in yard	Some items removed. Needs onsite	open	
24-0927-058	9/24/2024	2305 Terrebonne Drive	David & Karen Budn	Anonymous	Junk in yard	Some items removed. Needs onsite	open	
24-1209-060	12/9/2024	839 Oak Road	Sean Dumais	Rick Menning	CUP and Kennel permit compliance	Preliminary review of past CUPs and Kennel permits. Correspondence with owner	Open	
25-0125-061	1/27/2025	2761 County Rd X	Anthony Check	Anonymous	Junk yard	Needs onsite	Open	

Village of Kronenwetter, Wisconsin

# Emergency Ambulance Service

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Request for Proposal

**May 2021**

The Village of Kronenwetter is seeking proposals from qualified contractors for Emergency Ambulance Service.

The Village of Kronenwetter will receive proposals to provide, in whole, **Emergency Ambulance Service** for the Village of Kronenwetter. **Proposals must be received by 4:00 p.m. on Friday, August 13, 2021.** Late proposals will not be considered or returned.

**Proposals should be delivered via US Mail to:  
Emergency Ambulance Service RFP  
Village of Kronenwetter  
1582 Kronenwetter Drive  
Kronenwetter, WI 54455**

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## DEFINITIONS

In this RFP, the terms “contractor”, “organization”, and “providers” shall all refer to the persons submitting proposals and/or the service provider to be selected pursuant to this RFP.

The term “Committee” shall refer to a review committee that will include, in the Village’s discretion, selected representatives of the Village. The Committee shall review proposals and make a recommendation to the Village of Kronenwetter Community Life, Infrastructure and Public Property Committee (CLIPP) and Village Board. The Village Board shall have sole approving authority for awarding a contract for EMS service in the Village of Kronenwetter. Regardless of the Committee’s recommendation, the Village Board shall have the right to reject any and all proposals, and to decide to award or not award a contract in the best interest of the respective municipality.

The term “Village” shall refer to the Village of Kronenwetter.

The term “contract” shall refer to the emergency ambulance services contract that will be drawn up as a result of this RFP process. The successful contractor will be expected to execute the contract when presented.

The term “SOP” refers to the contractor’s standard operating procedures manual detailing the plan of service for the Village of Kronenwetter.

## SECTION 1 GENERAL TERMS AND CONDITIONS

**1.1 ADDITIONAL INFORMATION.** Information about the Village of Kronenwetter may be obtained at its website: [www.kronenwetter.org](http://www.kronenwetter.org). Contractors should carefully examine the entire RFP, and addenda thereto, and all related reference materials and data referenced in this RFP. Contractor will be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document will in no way relieve contractors from any obligation with respect to this proposal. Additional information or corrections will be posted to the Village of Kronenwetter website.

**1.2 COMMUNICATIONS.** Any questions regarding the RFP should be submitted to Village of Kronenwetter Fire Chief Chad Zerkle at [firechief@kronenwetter.org](mailto:firechief@kronenwetter.org).

**1.3 CONFLICTS OF INTEREST.** Contractors must disclose any potential conflicts of interest that the contractor may have due to other clients, contracts, or interests associated with the services under this RFP.

**1.4 ACCEPTANCE.** If the Contractor's proposal includes a cost to the municipality for the emergency medical services, the contractor shall hold such cost firm and subject to acceptance by the Village of Kronenwetter and any contracting municipality for a minimum period of one hundred and twenty (120) working days from the date of the Committee's recommendation.

**1.5 AWARD.** While the Village of Kronenwetter is considering contracts for the emergency medical services, the Village have not obligation to award any contract.

- Award, if any, will be made to the contractor offering the most advantageous proposal. The criteria are not listed in any order of preference.
- The Committee will contact and evaluate the contractor's references; contact any contractor to clarify any response; contact any current users of a contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.
- The Committee will not be obligated to recommend acceptance of the lowest priced proposal, but will make a recommendation which it believes to be in the best interests of the Village after all factors have been evaluated.
- The Village will be the sole judge of the successful proposals hereunder. The Village reserves the right to award a contract to other than the contractor submitting the lowest total price and to negotiate with any or all contractors. Contractors are advised that it is possible that an award may be made without any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the contractor can submit to the Village. Do not assume that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

- Award will be by means of a written agreement with the successful contractor. A Notification of Intent to Award may be sent to any contractor selected.

**1.6 PROOF OF FINANCIAL AND BUSINESS CAPABILITY.** Contractors must supply the most recent audited and certified financial statement of the corporation, as satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Village will make the final determination as to the contractor's ability.

**1.7 CONTRACTOR DEFAULT.** The Village reserves the right, in case of contractor default, to procure the services from other sources and hold the defaulting contractor responsible for any excess costs occasioned thereby.

**1.8 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS.** It is the responsibility of the prospective contractor to review the entire RFP packet and to notify the Village if the specifications are formulated in the manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposal procedures must be received in the Village not fewer than ten (10) business days prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous.

**1.9 PROPOSAL ORIGINAL AND COPIES.** The Village requires that the contractor submit one (1) signed original and four (4) additional copies of the proposal. In addition, a PDF of said proposal shall be provided. The package containing the proposal must be sealed and marked with the contractor's name and "**Confidential – Ambulances Services – RFP – Ambulance Service Contract.**"

- **COVER LETTER AND SIGNING OF PROPOSALS.** A cover letter, which will be considered an integral part of the proposal, must be signed by individual(s) who is (are) authorized to contractually bind the contractor(s). Each signature must indicate the classification or position that the individual holds in the firm. The cover letter must designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. For each listed individual, include the name, title, address, telephone number, and email address.
- **WAIVING OF INFORMALITIES.** The Village reserves the right to waive minor informalities or technicalities when it is in the best interests of the Village. If discrepancies between sections or other errors are found in a proposal, the Village may reject the proposal; however, the Village may, at its sole option, correct any arithmetical errors in price. The Village may waive any immaterial deviation or defect in a proposal. The Village's waiver of an immaterial deviation or defect will in no way modify the RFP documents or excuse the contractor from full compliance with the RFP requirements, if awarded a contract.

- 1.10 SUBCONTRACTING.** If the contract is awarded pursuant to this RFP process, the successful contractor may not subcontract or assign the contract.
- 1.11 DECLARATIVE STATEMENTS.** Any statement or words (i.e., must, shall, will etc.) are declarative statements and the contractor must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.
- 1.12 PROPOSAL FORMAT.** The Village reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the Village’s judgment as to the appropriateness of an award to the best-evaluated contractor. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider’s proposal, may also be noted and made part of the evaluation file. The Village shall have sole responsibility for determining a reliable source. At its discretion, the Village may conduct written and /or oral discussions/interviews with some or all of the prospective contractors after the proposal opening. The purpose of such discussions/interviews is to provide clarification and additional information to make an award that is in the best interest of the Village. It is the Village’s intent that such interviews/discussions shall be open to the public.
- 1.13 OMISSION OF INFORMATION.** Contractors are hereby cautioned that failure to include any information requested may be just cause for rejection of proposal.
- 1.14 PRICING.** The proposal shall provide a proposed cost to the Village, if any, for all services, equipment or supplies to be provided pursuant to this RFP in one (1) year, three (3) year, five (5) year and seven (7) year contracts.

## **SECTION 2 OBLIGATIONS, RIGHTS AND REMEDIES**

**2.1 CONTRACT TERMS.** The contents of the proposal of the successful contractor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. At the Village’s discretion, the RFP and proposals shall be attached as part of the contract (“Contract”) between the Village and the selected contractor. The Village reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public health, safety, and welfare.

**2.2 INCORPORATION.** All specifications, drawings, technical information, the RFP, the proposal, award and similar items referred to or attached or which are the basis for the contract are deemed incorporated by reference as if set out fully in this RFP.

**2.3 ALTERATIONS OR AMENDMENTS.** No alterations, amendments, changes, modification or additions to the contract shall be binding on the Village without the prior written approval of the Village.

**2.4 ASSIGNMENT.** Contractor shall not assign or sub-contract the contract, its obligations or rights hereunder to any party, company, partnership, incorporation or person.

**2.5 WARRANTY.** Contractor warrants to the Village that all services rendered shall conform to the specifications, proposal or other descriptions furnished or incorporated by reference. Contractor extends to the Village all warranties allowed under Wisconsin state law.

**2.6 REMEDIES.** The Village shall have rights and remedies afforded under Wisconsin law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorneys' fees.

**2.7 ORDER OF PRECEDENCE.** In the event of inconsistent or conflicting provision of the contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Request for Proposal, (3) Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications.

**2.8 SEVERABILITY.** If any provision of the contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

**2.9 GOVERNING LAW.** The laws of the State of Wisconsin shall govern the contract, and all obligations of the parties are to be performed in Marathon County, Wisconsin. The Circuit Court of Marathon County, Wisconsin shall have exclusive and concurrent jurisdiction of any disputes that arise under the Contract.

**2.10 DEFAULT.** If Contractor fails to perform or comply with any provision of the Contract or the terms or conditions of any documents referenced and made a part hereof, the Village may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. The Village expressly retains all its rights and remedies provided by law in case of such breach, and no action by the Village shall constitute a waiver of any such rights or remedies. In the event of termination for default, the Village reserves the right to obtain its services elsewhere, with or without competitive proposals.

**2.11 COMPLIANCE WITH ALL LAWS.** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and all regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

**2.12 INDEMNIFICATION AND HOLD HARMLESS.** Contractor shall indemnify, defend, save and hold harmless the Village, its officers, members and agents from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to performance or breach of the contract by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

**2.13 RIGHT TO INSPECT.** The Village or its designees, reserve the right to make periodic inspections regarding the manner and means in which the services are performed.

**2.14 NONDISCRIMINATION AND NON-CONFLICT STATEMENT.** Contractor agrees that no person on the grounds of disability, age, race, color, religion, sex, sexual orientation or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly an interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein, if any, shall be paid directly or indirectly to any officer, member or employee of the Village as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the Contract.

**2.15 BOOKS AND RECORDS.** Contractor shall maintain all books, documents, accounting records (these shall include all Vehicle and Equipment Maintenance Records, Employee training records and employee license records) and other evidence pertaining to the services provided under the contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years, or any longer period required by law, from the date of the final performance of the contract for inspection by Village or by any other governmental entity or agency participating in the funding of the contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's cost of acquiring or delivering the services governed by the contract.

## SECTION 3 SPECIAL TERMS AND CONDITIONS

### 3.1 EXPECTATIONS

**3.1.1** This contract requires the highest levels of performance and reliability, and the mere demonstration of effort, even diligent and well intentioned effort, shall not substitute for performance results. Specifically:

1. Ambulance response time is very important to the Village. The proposal must contain a description of the average response time the proposed contractor will provide and how the response time is determined and recorded. A monthly detailed incident response report will be required by the 10<sup>th</sup> of each month to the Fire Chief and EMS Coordinator.
2. The proposal must contain a detailed description of how ambulances and First Responders will be dispatched under the contract.
3. Ambulance service will be available to the service area 24 hours per day, 7 days per week, 365 days per year. The proposal must describe how many ambulances will be dedicated to serving the Village and where these ambulances will be located.
4. Clinical performance must be consistent with approved medical standards and protocols and guidelines set forth by the State of Wisconsin.
5. The conduct of personnel must be professional and courteous at all times.
6. There must be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.
7. Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.
8. The most important aspect of this procurement is the fact that this procurement will result in the award of a performance-based contract. A contractor who fails to perform must and shall be promptly replaced, because human lives, and not merely inconvenience or money, are at stake. In accepting a Contractor's proposal, the Committee neither accepts nor rejects the Contractor's level-of- effort estimates; rather, the Committee accepts the Contractor's promise to employ whatever level- of-effort is necessary to achieve the clinical, response time, and other performance standards required by the terms of the Contract.

## 3.2 INTENT

**3.2.1** The intent of this RFP is to receive proposals to provide 911 Emergency and Non-Emergency care and transport at minimum of Advanced Emergency Medical Technician (AEMT) level 24/7/365 for the service area. The Village is seeking the service with the highest quality patient care, most reliable ambulance services, at the most reasonable price. Proposals not meeting this intent may not be considered.

**3.2.2** The successful Contractor shall be responsible for providing staffed ambulances for response to 911 calls for emergency and non-emergency requests throughout the coverage area 24/7/365.

**3.2.3** In this procurement, the Village desires clinical excellence, superb response time performance, cost containment, and a professional and courteous image. Under the contract, the relationship between the Village and the Contractor should always be one of cooperation and not conflict. The services shall include, but not be limited to, the management and operation of all ambulances. Additionally, the service shall include medical supply purchasing, and all fleet maintenance.

**3.3 MINIMUM REQUIREMENTS.** Successful proposals will include, at a minimum, the following:

### 3.3.1 GENERAL DUTIES

1. Contractor must maintain compliance with all Wisconsin licenses, permits, laws, rules
2. Contractor must provide and pay for all administration, insurance, professional expertise, labor, materials, buildings, vehicles, and equipment necessary to respond to all emergency and non-emergency calls within the Village. The contractor must provide information regarding how its ambulances and crews will be dispatched and monitored by Marathon County 911 Dispatch. All buildings, vehicles, equipment, and supplies used in providing emergency medical services must meet or exceed standards including inter-operable communications with the various jurisdictions and entities necessary to provide emergency services in the service area. All buildings, vehicles and equipment shall be fully operational when placed in service and throughout the term of the contract for response to public needs.

The Proposal must describe in detail how the Contractor will provide emergency medical service and non-emergency care and transport to the Village, including:

- The location and description of any building(s) the Contractor will provide to house the emergency medical service, vehicles, equipment, and supplies;



- Description of the ambulances, equipment and supplies the Contractor will provide.
- Whether and to what extent the Contractor anticipates utilizing the Village's Fire Department personnel or equipment in the provision of emergency medical services to the Village, including but not limited to:
  - What incidents, if any, will the Contractor expect the Kronenwetter Fire Department and First Responders to respond?
  - When the Contractor is providing fire standby EMS services for the Fire Department, will it follow NIMS standards regarding management of the scene; what protocol will the Contractor follow in releasing the ambulance from the fire scene?
  - The Contractor's plan for providing rehabilitation services to firefighters at the scene.
  - Whether the Contractor will require Kronenwetter Fire Department personnel to drive or ride with the ambulance at any time, and if so, whether the Contractor's liability insurance would cover the Village's Fire Department personnel.
  - Whether the Contractor will provide medical direction for the Kronenwetter Fire Department, and a description of what that will involve.
  - Describe the on-going training and continuing education that the Contractor will provide for the Fire Department and the Village Police Department, and whether there will be any charge to the Village.

The proposal must include the Contractor's plan for handling inter-facility transfers, while still providing 24/7/365 911 emergency medical services to the community with response times described in the contractor's proposal.

3. The Contractor must apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law. The Contractor must provide copies of all licenses to the Village.
4. The Contractor must accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.

5. The Contractor must make emergency and non-emergency services (as defined in this RFP) available to all persons within the service area which will include the Village.
6. The Contractor must participate and comply with the Marathon County Hazard Mitigation Plan, or other County or municipal emergency plans, or successor plans adopted and approved by Marathon County.
7. The Contractor further agrees to conduct at least four (4) EMS drills at the Kronenwetter Fire station per year.
8. The Contractor will develop excellent community relationships and will provide during, on a non-dedicated basis, at no additional cost, standby coverage community events and health/wellness events.
9. The proposal shall include the Contractor's plan, if any, for making available dedicated staff, vehicle and equipment to groups wishing to contract for such services. This would be over and above the required service described in this RFP and paid for by the requesting group.
10. The Contractor may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.
11. The proposal shall describe the Contractor's ability and plan for handling at least two (2) simultaneous situations within Kronenwetter Fire Departments service region and an acceptable strategy for handling additional situations beyond this minimum 24 hours per day/seven days per week.
12. The Contract shall provide copies of all mutual aid agreements currently in effect between the Contractor and other municipalities and mutual aid agreements that the Contractor intends to enter into with additional municipalities if the contract is awarded to that Contractor.

### **3.3.2 TRANSPORT**

- The Contractor must provide emergency services from the scene to the appropriate health facility or other location for all persons in the service area.

### **3.3.3 COMMUNICATIONS EQUIPMENT**

- The Contractor shall supply and maintain fully operational vehicle and portable radios as required for it to perform hereunder. All radios shall operate on frequencies required in the MABAS Communications Plan.

### **3.3.4 RESPONSE TIME**

1. The proposal must provide information on anticipated average response time, how that response time is determined, and how it is documented for purposes of performance review.
2. Monthly detailed incident response time reports must be available for review by the Fire Chief.

### **3.3.5 PERSONNEL**

1. The Contractor should attempt to employ individuals with local knowledge and experience.
2. The parties understand that the EMS System requires professional and courteous conduct at all times from all of Contractor's employees. The Contractor shall employ highly trained and properly certified patient care staff and support staff. The proposal shall contain information on the staff, their level of training, their certifications, and their experience.
3. All patient care staff shall be physically capable of performing the tasks assigned by the Contractor and shall be clean in dress and person. The Contractor shall have a defined, written dress code and any of Contractor's employees who operate under the contract shall conform to that code.
4. As licensing and training requirements change, the cost of such training or education shall be the sole responsibility of the Contractor or its employees.

5. Contractor shall supply the Village an emergency contact list.

### **3.3.6 QUALITY IMPROVEMENT & MITIGATION PROGRAMS**

- The proposal shall include an on-going and comprehensive quality improvement program for the EMS System and a description of how it will be implemented. This should also address a weather mitigation plan, to maximize response times, and decrease injuries when threatening weather is approaching.

### **3.3.7 FIRST RESPONDERS (including Certified First Responders and Police or Fire First Responders)**

1. The proposal shall include the Contractor's plan for utilizing, cooperating, and coordinating its activities and services with any and all First Responder services, the primary goal being to enhance patient care through mutual cooperation. The plan shall include: a) the Contractor's expected training level for First Responders; b) the plan for providing on-going training for First Responders; and 3) the supplies the Contractor will provide for First Responders, and the cost, if any, to the Village.
2. The proposer shall provide information on its protocol for working with other agencies on the scene of an emergency.

### **3.3.8 MINIMUM INSURANCE REQUIREMENTS**

1. On or before entering into a Contract pursuant to this RFP process, the Contractor shall purchase and provide, in a company or companies licensed to do business in the State of Wisconsin, such insurance as will protect the contracting municipality from claims which may arise or result from the Contractor's operations under the contract, whether such operations are performed by Contractor or any subcontractor, or by anyone directly or indirectly employed by any of them, by Village staff at the Contractor's request, or by anyone for whose acts the Contractor or subcontractor may be liable.
2. The insurance required shall be written for not less than any limits or liability specified below or required by Wisconsin law, whichever is greater. All policies shall provide for 30-day notice to all contracting municipalities of cancellation or alteration in coverage. The Contractor shall maintain through the life of the contract insurance, through insurers rated A- or better by A.M. Best at the minimum amounts as determined by Wisconsin statutes or any others that may be required by Wisconsin Statutes. The Village reserves the right to determine what levels and types of insurance the Contractor will need to provide to adequately protect the Village, which may include, but will not be limited to:

- Commercial general liability insurance
- Professional medical malpractice insurance
- Worker's compensation coverage to statutory limits as required by law
- Personal injury protection (PIP) or medical payment coverage as required by law.

### 3.3.9 INDEMNIFICATION

1. The Contractor agrees to defend, indemnify and save harmless the Village, their members, officers, agents, employees and representatives from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description based on the negligence of the Contractor and arising out of the performance by the Contractor, its employees, subcontractors or agent in providing ambulance services under the contract for the Village.
2. Contractor expressly understands and agrees that any insurance protection required by the contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the contracting municipalities, their members, officers, employees, agents, assigns, and instrumentalities as herein provided.
3. The Village has no obligation to provide legal counsel or defense to Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to the contract against Contractor as a result of or relating to performance or obligations of the services under the contract.
4. Except as expressly provided herein, the Village has no obligation for the payment of any judgment or the settlement of any claims against Contractor as a result of or relating to obligations under the contract.
5. Contractor shall immediately notify the Village of any claim or suit made or filed against Contractor or its subcontractors regarding any matter resulting from or relating to Contractor's obligations under the contract, and will cooperate, assist and consult with the Village in the defense or investigation thereof.

### **3.4 USE OWN EXPERTISE AND JUDGEMENT**

**3.4.1** Contractor shall use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. "Methods" include without limitation, compensation programs, shift schedules, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal matters which, taken together, comprise each Contractor's own strategies and tactics for getting the job done. Contractor's shall describe such methods in its proposal

**3.4.2** The Village hopes to promote innovation, efficiency, and superior levels of high performance.

### **3.5 COSTS INCURRED IN RESPONDING**

**3.5.1** The Village will not pay any costs incurred in proposal preparation or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation will be borne by the contractor.

**3.5.2** It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the Village, the Committee when received by the Village and may be considered public information under applicable law.

**3.5.3** The Village and the Committee assumes no liability for any costs incurred by contractors throughout the entire selection process

### **3.6 ADDITIONAL INFORMATION**

**3.6.1** The award, if any, will be made to the Contractor who the Village deems will provide them with the most responsible, responsive and reliable service, not necessarily the lowest overall cost but the best service to the Village.

**3.6.2** The Committee may schedule site visits to the contractor's facilities or a current operational site in order to assess the capability and ability of the contractor to fulfill the requirements of this RFP.

**3.6.3** The Village reserves the right to cancel this solicitation at any time, prior to or after the submittal deadline.

**3.7 TERM** - The term of the contract shall be subject to negotiation. The Proposal shall include information on the Contractor's proposed term.

### **3.8 PERFORMANCE REVIEW**

**3.8.1** The proposal shall address strategies and methods for ongoing performance evaluation of the Contractor. This will include but not be limited to issues of compliance with the terms of the contract, but shall also include a plan for addressing concerns that may arise about the emergency medical services being provided. Such concerns may be raised by the Village, or residents thereof.

**3.8.2** The Contractor's performance should exceed the minimum requirements of the contract.

### **3.9 COMPENSATION**

**3.9.1** The proposal shall include proposed terms regarding cost, if any, to the Village, for the emergency medical services and non-emergency care and transport services the Contractor is providing to the Village.

**3.9.2** The proposal shall include a schedule of cost that will be passed on to the patient as part of patient billing. The schedule should include both ALS and BLS services as well as non transports.

### **3.10 INTERPRETATIONS AND CLARIFICATIONS**

**3.10.1** No oral interpretations will be made to any Contractors as to the meaning of specifications or any other contract documents. All addenda shall become part of the contract documents.

### **3.11 PERFORMANCE BOND**

The successful Contractor must supply a Performance Bond, or irrevocable letter of credit in an amount and with such terms determined by the contracting municipalities. Contractor shall provide and pay for all costs associated with this bond.

### **3.12 CONFIDENTIAL AND PROPRIETARY DATA**

Proposals received will be subject to the State of Wisconsin Open Records Laws. Contractors should mark information they consider proprietary or confidential in the event it is exempt from the requirements of the Wisconsin Open Records Law. Contractor presentations will be conducted in an open public meeting.



**SECTION 4: PROPOSAL FORMAT** - To facilitate the review process, the following guidelines shall be adhered to:

**4.1 AN INTRODUCTION TO THE PROPOSAL** - Contractors should provide a brief understanding of the Village's needs and the contractor's capability to perform the services described in this RFP.

**4.2 A SIGNED STATEMENT AUTHORIZING SUBMISSION OF THE PROPOSAL**

**4.3 CONTRACTOR INFORMATION** - Name, address, contact person, telephone number, fax number, and Contractor's US Tax ID Number.

**4.4 CONTRACTOR AND COMPANY HISTORY** - Years in business, nature of business, locations of business, location of headquarters, number of employees, nature of business plan (in relation to continued growth). Please provide list of relevant licenses and permits.

**4.5 FINANCIAL INFORMATION** - Please attach an audited financial statement for the preceding three (3) years.

**4.6 COST PROPOSAL** - Contractor's cost proposal shall include the cost to provide service to the entire service area.

**4.7 INITIALED COPY OF ORIGINAL RFP** - Attach an initialed copy of the original RFP to the proposal. Contractor shall initial next to each bold type header to signify completion or understanding of that requirement.

**4.8 PROPOSED OPERATIONS PLAN** - Location of in service equipment, location of standby equipment and crews, number and types of ambulances, nature of certification of crews, detailed list of skills & services to be provided.

**4.9 ANY EMPLOYEE HIRING AND RETENTION PLAN**

## **SECTION 5: PROPOSAL EVALUATION AND REVIEW PROCESS**

**5.1** The Committee shall review all the submitted RFPs. The Committee will recommend one contractor to the Village Board of the Village of Kronenwetter.

**5.2** The Village reserves the right to accept or reject any and/or all proposals.

## **SECTION 6: PRELIMINARY TIMELINE**

- July 15, 2021 - Release of RFP.
- August 13, 2021 – Deadline for receipt of proposals by 4:00 p.m.
- Month of August – Review of proposals
- September 13<sup>th</sup> – Recommendation of award to Community Life & Public Safety Committee for approval
- September 28<sup>th</sup> - Recommendation of award to Village Board for approval



**FIRE DISTRICT**

## **RIVERSIDE FIRE DISTRICT**

Serving Rothschild and Schofield

211 Grand Avenue  
Rothschild, Wisconsin 54474  
Phone: 715.359.3500  
Fax: 715.359.7268

Section 5, Item1.

August 10, 2021

Village of Kronenwetter  
1582 Kronenwetter Drive  
Kronenwetter, WI 54455

Village of Kronenwetter Board,

After much research and dedication, we have compiled the information as requested in the request for proposal for qualified contractors to provide emergency ambulance service to the residents and visitors of the Village of Kronenwetter. On August 12, 2020, the Riverside Fire District Board reviewed the proposed RFP and approved me to submit it on behalf of the Riverside Fire District on August 14, 2020, and again the following year, 2021, if we were not awarded the EMS Contract upon our initial submission. The information provided in the following document will satisfy the requirements as previously stated in the RFP. Should any questions regarding any of the information contained within this packet arise, please forward those to Chief Rob Bowen whose contact information can be found at the bottom of this page. Riverside Fire District aspires to provide the same excellent clinical care to the residents, visitors and businesses in the Village of Kronenwetter in 2021, and beyond, that the Village of Rothschild and City of Schofield have appreciated since the inception of our organization. The City of Schofield had provided outstanding emergency medical service to Kronenwetter for many years previously and now that the aforementioned departments have merged and formed Riverside Fire District, we look forward to the opportunity to serve you once again in an enhanced capacity.

Respectfully Submitted,

Rob Bowen, Fire Chief  
211 Grand Avenue  
Rothschild, WI 54474  
Office: 715-359-3500  
Cell: 715-370-4134  
Email: [chief@riversidefd.com](mailto:chief@riversidefd.com)

**2023**  
**AMBULANCE SERVICE AGREEMENT**  
**(3 Year)**

This Ambulance Service Agreement (hereinafter "Agreement") made on the date set forth below between Riverside Fire District and the Village of Kronenwetter, Marathon County, Wisconsin (hereinafter "Customer"), both municipal corporations located in Marathon County, Wisconsin.

**WHEREAS**, Riverside Fire District owns ambulance equipment and employs trained emergency medical technicians; and

**WHEREAS**, Customer desires to contract for ambulance services for calls originating or terminating within the municipal boundaries of Customer; and

**WHEREAS**, Wis. Stats. §66.0301 authorizes municipalities in the State to enter into agreements for the purposes of providing services to residents of a municipality.

**NOW, THEREFORE**, in consideration of the mutual promises, obligations and benefits provided herein, the receipt and adequacy of which is hereby acknowledged, Riverside Fire District and Customer, agree as follows:

1. **Services.** Through the proper alert of Marathon County dispatch, Riverside Fire District shall provide emergency ambulance services ("Ambulance Service") within the Service Area. Riverside Fire District is hereby authorized to respond to all calls in the Service Area for Ambulance Service with such medical equipment and employees, including mutual aid, as may be necessary to render such service in the discretion of the Riverside Fire Chief or his assistant in command.
2. **Service Area.** The service area for Ambulance Service pursuant to this Agreement includes the entire municipal boundary of Customer (the "Service Area").
3. **Term.** The initial term of this Agreement shall be three (3) years commencing on January 1, 2023, at 12:00am and expiring on December 31, 2025, at 11:59pm ("Initial Term"), unless renewed pursuant to Paragraph 4 of this Agreement.
4. **Automatic Renewal.** This Agreement shall automatically renew for a one (1)-year terms commencing on each January 1 after the Initial Term unless written notice of non-renewal is served by either party upon the other party at least ninety (90) days before expiration of the then current term.
5. **Termination.** Either party may terminate this Agreement if the other party materially breaches this Agreement. The party claiming the right to terminate shall serve written notice of the material breach to the other party. Termination shall not become effective if the breaching party remedies or cures the breach within thirty (30) days from receipt of such notice.

6. **Annual Base Fee.** Customer shall pay Riverside Fire District for providing the services herein an Annual Base Fee in the amount of \$5.92 per capita of Customer based on the State of Wisconsin Department of Administration's latest census information for Customer. Riverside Fire District shall bill Customer the sum due annually under this Paragraph by February 15<sup>th</sup> of each year. Said Annual Base Fee shall be due and payable by Customer to Riverside Fire District no later than April 1<sup>st</sup> of said year. The Annual Base Fee shall increase two percent (2.0%) each calendar year during the Initial Term and any Renewal Term(s), commencing on the second calendar year of this Agreement.
7. **Quarterly Processing Fee.** Customer shall also pay Riverside Fire District a quarterly processing fee of \$50.00 per patient care report. Riverside Fire District shall bill Customer the sum due for the processing fee herein at the end of each calendar quarter. Said quarterly processing fee shall be due and payable by Customer to Riverside Fire District within 30 days of receipt of said billing statement.
8. **Patient Charges.** In addition to the fees and charges set for in Paragraphs 6 and 7 hereinabove Riverside Fire District shall be entitled to all revenues that Riverside Fire District or its designated agent(s), shall directly bill patients (or the appropriate person/insurer responsible for payment) for services herein according to the fee schedule attached hereto and incorporated herein as Exhibit A. Said sums billed to patients shall be due and payable by the patients (or the appropriate person/insurer responsible for payment) within 30 days of receipt of said billing. Riverside Fire District may annually review the patient charges set forth on Exhibit A attached hereto and in its sole discretion adjust the patient charges accordingly. Customer shall not in any way be responsible to Riverside Fire District for payment of the patient charges set forth in this paragraph.
9. There shall be no fee for supplies that the First Responders use on ambulance calls.
10. **Liability Insurance.** In addition to worker's compensation insurance, Riverside Fire District shall carry general public liability insurance with limits of not less than one million dollars (\$1,000,000.00) for bodily injury, including accidental death, to any one person and not less than one million dollars (\$1,000,000.00) for each accident with a total aggregate of two million dollars (\$2,000,000.00). Riverside Fire District shall also provide property damage insurance with limits of not less than one million dollars (\$1,000,000.00) for each accident with a total aggregate of two million dollars (\$2,000,000.00).
11. **Indemnity.** Riverside Fire District and the Customer shall each hold the other harmless and indemnify the other and their agents from and against any and all claims and demands, including all claims of negligence, damages, losses, costs, charges and expenses, including attorney fees arising out of the defense of said claims related to Ambulance Service provided herein and for any loss occasioned by the acts or omissions of the other party, their employees or agents. Nothing herein shall waive the rights and defenses to which each party may be entitled under the law, including all of the immunities, limitations, and defenses under Wis. Stats. §893.80 or any subsequent amendment thereto.

12. Notices. All notices, demand or other communications under this Agreement shall be sufficiently given or delivered when hand delivered or when mailed by first class mail, postage prepaid, as indicated below:

Riverside Fire District: Rob Bowen, Chief  
Riverside Fire District  
211 Grand Avenue  
Rothschild, WI 54474

Customer: Village of Kronenwetter  
1582 Kronenwetter Drive  
Kronenwetter, WI 54455

13. Execution. This agreement shall become effective only upon the approval and execution of the Riverside Fire District Board of Directors and the Customer.
14. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
15. Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any part, term or provision and the rights of the parties shall be construed as if the part, term, or provision was never part of the Agreement.
16. Waiver. No waiver by either party of any breach of any provision of this Agreement shall be deemed a waiver of any breach of any other provision of this Agreement. Any continuing or subsequent acceptance of payment under this Agreement by Riverside Fire District shall not be deemed a waiver of any preceding breach by Customer of any terms, covenants, or conditions of this Agreement.
17. Binding Effect. This Agreement shall be binding on each party and its successors and assigns, whether by consolidation, merger or otherwise.
18. Assignment of Rights. No party to this Agreement may assign its rights or responsibility hereunder without the prior written consent of the other party.
19. Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original but all of which together shall constitute the same instrument. Delivery of a signed counterpart by facsimile or e-mail transmission shall be effective as delivery of a manually signed counterpart of this Agreement.
20. Captions. The captions of the paragraphs in this Agreements are only for convenience or reference and do not define, limit, extend or describe the scope or intent of this Agreement.

21. **Legal Relationship of the Parties.** The legal relationship of the parties shall be that of independent contractor. The employees of either party shall not be considered an agent or employee of the other party for any purpose.
22. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements of any kind related to the subject matter hereof. There are no representations or understandings of any kind other than as we set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.
23. **Riverside Fire District agrees to conduct four (4) EMS drills at the Kronenwetter Fire Station per year.** These drills will occur in the months of March, June, September, and December of the calendar year. Topics to be determined by the Kronenwetter Fire Chief or his/her designee.
24. **Riverside Fire District when dispatched for EMS at a fire scene in the Village of Kronenwetter, Riverside Fire District will follow NIMS standards regarding the management of the scene and will remain on-scene until released by the incident commander.** While on-scene, the ambulance crew will provide medical care as needed along with providing rehabilitation services to firefighters as requested by the incident commander.
25. **Riverside Fire District will continue to provide detailed incident response time reports to the Fire Chief and EMS Coordinator by the 10<sup>th</sup> of each month.**



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by the authorized officials by motion duly adopted

*[Signatures and acknowledgements of following pages]*



STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF MARATHON )

Personally, came before me on this 8<sup>th</sup> day of August, 2022, the above named Christopher Voll to me known to be such persons who executed the foregoing instrument And acknowledged the same.

Dianne E. Drew  
Dianne E. Drew, Notary Public  
State of Wisconsin  
My Commission expires 11/25/2023

TOWN/VILLAGE/CITY

By: \_\_\_\_\_  
\_\_\_\_\_ (Chairman/President/Mayor)

**THIS INSTRUMENT DRAFTED BY:**  
Shane J VanderWaal  
Dietrich VanderWaal, S.C.  
530 Jackson Street  
P.O. Box 1343  
Wausau, Wisconsin 54402-1343  
(715) 845-9401

## Exhibit A:

<u>LEVEL OF SERVICE</u>	<u>RESIDENT FEES</u>	<u>NON-RESIDENT FEES</u>
ALS 1	\$950.00	\$1,100.00
ALS 2	\$1,100.00	\$1,300.00
ALS On Scene Care	\$850.00	\$1,000.00
BLS On Scene Care	\$325.00	\$400.00
BLS	\$850.00	\$1,000.00
SCT (Interfacility Transport)	\$1,200.00	\$1,500.00
Mileage	\$20.00 per mile	\$20.00 per mile
Oxygen	\$75.00	\$75.00
Spinal Immobilization	\$150.00	\$150.00
Return Check Fee	\$25.00	\$25.00



**RIVERSIDE FIRE DISTRICT**  
Serving Rothschild and Schofield

211 Grand Avenue  
Rothschild, Wisconsin 54474  
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Fax: 715.359.7268

**FIRE DISTRICT**

August 12, 2021

Village of Kronenwetter  
1582 Kronenwetter Drive  
Kronenwetter, WI 54455

Village of Kronenwetter Board,

After much research and dedication, we have compiled the information as requested in the request for proposal for qualified contractors to provide emergency ambulance service to the residents and visitors of the Village of Kronenwetter.

The information will be found in the following document pages and will satisfy the requirements as previously stated in the RFP. Should any questions regarding any of the information contained within this packet arise, please forward those to Chief Rob Bowen whose contact information can be found at the bottom of this page. Riverside Fire District aspires to provide the same excellent clinical care to the residents, visitors, and businesses in the Village of Kronenwetter in 2022, and beyond, that the Village of Rothschild and City of Schofield have appreciated since the inception of our organization. The City of Schofield had provided outstanding medical service to Kronenwetter for many years previously and now that the aforementioned departments have merged and formed Riverside Fire District, we look forward to the opportunity to serve you once again in an enhanced capacity.

Respectfully Submitted,

Rob Bowen, Fire Chief

211 Grand Avenue  
Rothschild, WI 54474  
Office: 715-359-3500  
Cell: 715-370-4134  
chief@riversidefd.com



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**AN INTRODUCTION TO THE PROPOSAL**

Upon review of the request for proposal, the Village of Kronenwetter is looking for proposals from organizations that include performance and reliability in their everyday operations. Some of those performance/reliability factors would include ambulance response time, commitment to training and protocol development, financially responsible organizations, maintaining performance deficiencies to an absolute minimum, and maintaining a level of professionalism that the EMS coverage area deserves. The Riverside Fire District is committed to those standards and expectations as outlined in the request for proposal document and will be outlined in our submitted document for your review.

**SIGNED STATEMENT AUTHORIZING SUBMISSION OF THE PROPOSAL**

See Attachment

**CONTRACTOR INFORMATION**

Below you will find the district information as well as the person who will serve as the contact regarding questions that may arise during the selection process.

Riverside Fire District  
211 Grand Avenue  
Rothschild, Wisconsin 54474

Contact Person: Chief Rob Bowen  
Phone: 715-359-3500  
Fax: 715-359-7268  
Cell: 715-370-4134

Ambulance License number: 6604970  
Tax ID Number: 81-4090326

**CONTRACTOR AND COMPANY HISTORY**

The Riverside Fire District was formed on January 1<sup>st</sup>, 2017, as a result of the former Schofield and Rothschild Fire Departments merging. We are a Combination Fire District currently lead by a full-time Fire Chief working Monday-Friday 9am to 5pm. Furthermore, our organizational

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structure also consists of 4 captains, 4 lieutenants, and 43 Firefighter/EMT personnel who fill our scheduled times to ensure continuous coverage for area. Most of those individuals are cross trained in both Fire and EMS response. In any current or future hiring for our district, cross trained staff is a requirement we will be maintaining and keeping in place.

We currently operate out of one location with operations moving into our new Fire Station by the end of September 2021. Until that date we are operating out of the former Schofield Fire Department building at 1325 Schofield Avenue, Schofield, WI 54476. Our new Fire Station is located at 20 Alexander Avenue, Rothschild, WI 54474 which will be closer to the Kronenwetter response area than our current location. Once construction is completed, we will only be operating out of the single location in Rothschild.

In 2020, Riverside Fire District had 776 EMS requests for service. We pride ourselves on not having to use mutual aid to respond or cover an ambulance call. Other departments have been forced to add full-time staff due to a lack of off duty roll up response from their members. Riverside though, has over 40 EMS professionals and has had continuously shown vast numbers in off duty roll up response reducing the likelihood of needing mutual aid to cover calls. Our average dispatch to enroute time is 2 minutes 16 seconds. The average dispatch to enroute time for local full-time departments is between 1-2 minutes. Utilizing Google Maps the estimated travel time from our station at 20 Alexander Ave., Rothschild WI to the intersection of Gardner Park Rd & Kowalski Rd is six minutes. Using the same software, the estimated travel time to Kowalski Rd & County Hwy X is eight minutes and our response to Maple Ridge Rd and County Hwy X would be 11 minutes. Our staffing model of part-time paid on-premises staff, 16 hours a day, combined with paid on-call staff the other 8 hours, during lower volume times, has allowed us to be fiscally responsible while still offering competitive response times. With our new facility having dorm rooms for our on-call staff to stay in house, covering the overnight shifts, our response times are anticipated to be reduced to half of what current overnight response times are. Our new fire station will be centrally located between the City of Schofield and Village of Rothschild which will allow for a quicker response time to the scene of a medical emergency in the Village of Kronenwetter as well.

Riverside Fire District currently is licensed as an Advanced Emergency Medical Technician service. In October of 2020 Riverside Fire District was approved by the Wisconsin State EMS Office to provide service at the Paramedic level under the ACT 97 Flexible Staffing model. With this model, our advanced level providers (Paramedics, RNs, and MD), that we currently have on staff, are allowed to practice to their license level within the protocols that our Medical Director has approved. This provides a higher level of assessment in which the Paramedics, RN and MD

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**FIRE DISTRICT**

can provide advanced life support (ALS) skills without the cost of full-time paramedics. Therefore, we would be providing the Village of Kronenwetter with paramedic level of service when one of our 13 Paramedic/RN/MDs are available on the call. In addition, the physician, nurses, and paramedics provide ongoing training and quality assurance to the rest of the Emergency Medical Responders, not matched by most other organizations.

**FINANCIAL INFORMATION**

See attachment

**COST PROPOSAL**

The Riverside Fire District has compiled the following information for the cost of our services to the Village of Kronenwetter. Our proposal has a cost of \$5.80 per capita annually with a \$50 administrative fee per call. The population number utilized in our formula is 7,826 and would equate to a cost of service to the Village of Kronenwetter in 2022, \$45,390.80, in addition to the \$50 per call administration fee. There would be a 2% increase per year on the cost per capita for every year following the initial year due to the rise of costs that would be anticipated. Therefore, in 2023 we would estimate the cost, with a population of 8,000 to equal \$47,360.00, 2024 = \$48,240.00, 2025 = \$49,280.00, 2026 = \$50,240.00, 2027 = \$51,200.00 and then 2028 = \$52,240.00.

The administrative fee of \$50 per call would apply for all calls that Riverside Fire District would respond to for the duration of this contract.

See attachment for Ambulance Service Charges. Village of Kronenwetter residents will be billed at the Resident Rate.

**INITIALED COPY OF ORIGINAL RFP**

See Attached

**PROPOSED OPERATIONS PLAN**

Our ambulance equipment will be stationed out of our new Fire Station with an anticipated occupancy of the facility near the end of September 2021. At that point, all equipment/operations will be at the 20 Alexander Ave., Rothschild address which is next to the Rothschild Village Hall. When our primary medical crew is requested for a 911 call or an Interfacility Transport, our back up crew responds to the station to staff the next request for service. We require our back up staff to respond and be ready at the station within 8

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minutes of the initial request. If there is a second request that comes in, the secondary crew will respond to that call. Our staffing model provides the ability to staff three ambulances at any given time. We then rely on our off-duty members to respond to staff any additional calls for service. As previously stated, we have not had issues with staffing 3 ambulances at any one time. Riverside Fire District operates 2 frontline or primary ambulances, one being a type 1 ambulance and the other being a type 3. We have a fully stocked reserve type 3 ambulance that is ready for service at any given time. Our Capital Improvement Plan for 2022 includes the purchase of a 4<sup>th</sup> ambulance. Riverside Fire District will provide ambulance service at a minimum Advanced Emergency Medical Technician (AEMT) service level. Our AEMT's can start IV's, initiate IV fluids, infuse medications to treat diabetic emergencies, administer Narcan for narcotic overdoses, Nitroglycerin for chest pain, transmit 12 lead EKGs to the receiving hospital for early identification of ST elevated MI's and much more. A higher level of service does not always mean you are getting better service. 90%-95% of the patients transported are BLS or AEMT level patients. Your current base fee to the patient for paramedic service is much higher and they get billed that higher rate even if they only utilized BLS skills (90% of the runs). Your residents will benefit from our service delivery model over a Full-time Paramedic service by not being charged for services that are not needed and will only be billed individually when that ALS level of care is provided. In the event of ALS being needed, one of our department Paramedics, RN, or MD will respond to the scene to provide the advanced level procedures or medications that are needed. With the flexible staffing model, we carry medications for pain control, seizure or behavioral emergencies, hypotensive emergencies, as well as medications for cardiac emergencies and many other medical conditions. Currently all EMS patient care records go through a QA/QI process with high acuity calls being reviewed by our Medical Director. Feedback is then provided to the EMS professionals which allows for a continual improvement process for our staff. Kronenwetter EMS professionals will also be included in this process as they are an integral part of the continuum of care. An updated Ambulance Operational Plan will be submitted to the State EMS office, if awarded this contract. A copy of the approved Ambulance Operational Plan, to include Medical Guidelines, will be provided once approved by the State EMS office. Current Emergency Medical Services Protocol Guidelines are included on the Zip Drive but not printed out in each packet due to the size of the document. Doing so would be environmentally and fiscally irresponsible when our protocols will be updated and provided when awarded the EMS contract.

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Another aspect that Riverside Fire District prides itself on is training. We take training seriously and have developed a training schedule that is almost unmatched in the area. We use both in person training as well as online training to ensure our members are aware of and knowledgeable in best practices and the latest techniques available to us. We hold all our members to the same level of expectations regarding training and attendance to maintain compliance with District policy. Our policy currently requires Fire District members to attend a minimum of 5 out of the 9 offered training events every quarter. In the event members are not able to meet that requirement we are then able to supplement that training with online training covering the topics covered during the in-person training. Kronenwetter EMRs will be invited to EMS training events with Riverside Fire District throughout the year to satisfy each department's needs. We will cater our training to reflect the new service area and the challenges it poses to us with it being more rural than our present service areas are. Riverside Fire District is willing to assist and train Kronenwetter Fire Department and Police Department members in certification for CPR and first aid type classes. Riverside Fire District will provide EMS support, in conjunction with Kronenwetter Fire and First Responders, at all medical emergencies, traffic accidents, and fire calls within the Village limits of Kronenwetter as part of our contract. In relation to fire incidents, we feel it is important to have a dedicated ambulance onsite, in the event a Firefighter gets injured, that is dedicated to Kronenwetter Firefighters or others on the scene of the incident. There is no additional charge for this stand-by service. We will follow all appropriate standards and protocols that have been developed by NIMS and Riverside Fire District as well as those policies that are set forth by the Village of Kronenwetter. We will be dedicated to the scene until released by the incident commander or other emergency calls arise that would require us to respond to those emergencies. As part of our operations, it is important that the Kronenwetter First Responders and Riverside Fire District work together as a cohesive team. With that, Riverside Fire District would share Medical Direction to assure policies are aligned and there are no conflicts when it comes to treating patients on emergency scenes. I would encourage all Kronenwetter EMS credentialed staff to cross credential with Riverside Fire District so that they could make up a part of a legal crew if the need or situation presented. In the event of a critical patient, we would allow Kronenwetter First Responders to assist in patient care in the back of Riverside Fire District ambulances during the transport of the patients if there was a need. This would be at the discretion of the lead Riverside Fire District provider after assessing scene and patient needs and would be covered under Riverside Fire District liability insurance.

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**ANY EMPLOYEE HIRING AND RETENTION PLAN**

The Riverside Fire District has a team of dedicated, professional, and committed members. We stress the importance of building a team that trusts one another and thus has assisted us in maintaining high moral around the station. We value our trained professionals and provide them the tools and training to perform at a high level that our patients expect. This is how we have been able to retain our members. With those that have left our department, to benefit their careers, leaving has been bittersweet. Riverside Fire District is not only a professional organization but deemed by its members as a second family. We have always had an excellent response rate to hiring postings and have been able to recruit quality individuals. When the need for hiring does come around, we hire for personality and teamworking abilities. Although certifications are a benefit, it is not the only requirement we have. We need members that are able to work together as a team and have a common goal in mind of benefitting the lives of those who request our services.

Respectfully Submitted,

Rob Bowen, Fire Chief  
Riverside Fire District

Changes and other items that should be included in any future ambulance contracts and/or as part of the RFP process – some of these are in the current contract but there is no way to hold them accountable. Some of these items were also part of the RFP in 2021 but may not have been included in the actual contract. This list may not be all inclusive:

- Quarterly training between Kronenwetter Fire – EMS and Fire with Contracted Service Provider
- Monthly reports to include Date, Location Type, Dispatch Time (initial dispatch time not the time due to change of vehicle), Time arrive on scene, Miles, Time on scene in minutes, type of call – both Medical/Trauma as well as staffing level (paramedic, emt-b, etc..)
- Billing type definition – resident vs non-resident – there is nothing currently that states how our residents are billed – this could include a monthly or quarterly report from the billing company
- Quarterly revenue statements – statement of revenue received from calls initiating in Kronenwetter.
- Currently the total contracted amount is paid beginning of the year and quarterly payments based on the # of calls from that quarter (\$50.00 per call) – With this payment model there is nothing holding them to anything in the contract – possible change to quarterly payments?
- Ramifications if contract is not followed.
- Complaint process – steps to complete or follow regarding complaints – both from patients as well as staff.
- HIPAA and PHI annual Training
- Billing standards – documentation regarding billing standards (ie: Basic vs ALS levels – differences in care needed to bill at higher rates)
- Quality Assurance (QA/QI) process documentation
- Life Safety Hazard and Mass Casualty calls protocols – including mutual aid resources
- Utilization of First Responders/Fire Department staffing





# KRONENWETTER POLICE DEPARTMENT

"Community Focused, People First"

Established 2004

**CHIEF OF POLICE**  
**TERRY MCHUGH**

**POLICE LIEUTENANT**  
**CHRIS SMART-DEFOE**

**TO:** PRESIDENT VOLL  
**FROM:** POLICE CHIEF TERRY MCHUGH  
**SUBJECT:** KFD ALCOHOL SALES AT MOVIE UNDER THE STARS  
**DATE:** NOVEMBER 25, 2024

## Initial Information and Assignment

On Wednesday, 11/20/2024, you forwarded an e-mail from citizen Sean Dumais, which is included below, and asked me to look into this. Mr. Dumais' complaint is based on the Fire Department's alcohol sales on September 13, 2024, at the Movie Under the Stars at Towering Pines Park. Mr. Dumais also attached the DOR *Alcohol Beverages Law for Retailers* guide and DOR form AB 220 to his e-mail. As a note, this issue recently came up on a November 13th Facebook post under the *Kronenwetter Civic Discourse* page.

### *Board Members,*

*It has recently been called out on social media that our Village Fire Department was selling alcohol at the village "Movie under the stars" event on 16-Sep-24 at Towering Pines Park as a fundraiser. I, as well as what I assume would be most of the Village residents, FULLY support our FD personnel and have no issue with fundraising for needed equipment. I do, however, have an issue with our villages' continued complete disregard (ignorance is not an excuse) for following the law. Over the past 2 years this has moved from one or two "mistakes" into the category of habitual offending and disregard for the law, and it must stop. I find this continued laissez-faire attitude towards our municipality's violations from the board very disturbing. A few of you have made a very hard push for "ethics" and "codes of conduct" however it is becoming increasingly apparent that these efforts are only passionately pursued when they are directed towards someone you dislike or disagree with, and you are completely apathetic when it comes to enforcing these principles if they do not serve your purposes. I would also say that it has become obvious that you intentionally turn a blind eye to them when they can further your own personal agendas. When it comes to holding employees or Board members that you find favor with accountable for their actions some would say you are being outright obstructionist in your frenzy to be friends of the staff and politically aligned Board members instead of representatives of the citizens. Your oath is to the constitution of the State of Wisconsin and the citizens of the Village of Kronenwetter, not to your standing on social media, likes from staff, or accolades from sensationalist reporters who don't care about the truth or anything in our Village other than headlines that get them views. Please remember the oath you took when reading the remainder of this email.*

*I have attached the State of Wisconsin's Retail Alcohol Beverage Licensing Guide for Municipalities if you would like to verify any of the facts that I am about to present to you. I have further called the State and spoken directly to them to verify that my interpretation of these statutes is in fact correct so we can avoid the "that's not how I interpret it" game. I also verified that at no time did the state authorize our FD to sell alcohol nor is there a state statute that does allow for this. As most of you know I am involved with and/or run multiple local nonprofits and have obtained licensing for alcohol sales on multiple occasions, so I am very familiar with the process. I will outline it here in a brief format. If you would like to fact check me you can refer to my attachment or respond to this email requesting the statue I am pulling from. I would be more than happy to provide you with the information.*

1. *To sell alcohol at an "event" you must first obtain a Class B Temporary License unless you meet one of the exemptions in state statute 125.06 which we do not.*
2. *To obtain a Class B temp license, you must fall under one of the following categories:*
  - a. *Bona fide clubs*
  - b. *County or local fair associations or agricultural societies*
  - c. *Churches, lodges, or societies that have been in existence for at least six months prior to the date of application*
  - d. *Veterans' organization posts*
  - e. *Chambers of commerce or similar civic or trade organizations organized under Ch. 181 to promote economic growth and opportunity within a local geographical area*
3. *Class B Temp licenses are ONLY issued by the municipality in which the event takes place, the state does NOT issue licenses, they issue permits to wholesalers and manufactures.*
4. *According to the Village of Kronenwetter Alcohol Licenses page, the process to obtain the Class B Temp starts with filling out form AB-220 (also attached to this email). There is then a process the Clerk must follow up with.*
5. *After the form has been submitted and all the requirements have been verified by the Clerk, the request is to go before the Village Board for approval.*
6. *Once the Village board approves the license, the purchase of the allowed beverages must then be made through a State permitted wholesaler, not a local store. The allowed beverages are: "Fermented malt beverages" means any of the following:(a) Any beverage made by the alcohol fermentation of an infusion in potable water of barley malt and hops, with or without unmalted grains or decorticated and degerminated grains or sugar containing 0.5 percent or more of alcohol by volume.(b) Any beverage recognized by the federal department of the treasury as beer under 27 CFR part 25, except sake or similar products*
7. *At the event there must be at least one person on the premises that holds an Operator (bartender) license overseeing the sales of alcohol, and the Class B Temp license must be displayed at the site of the sales.*

*On a social media thread where this violation was brought up, I asked if the FD did in fact have a raffle license to be running the raffles at the event and did we have an alcohol license for the alcohol sales? Of her*

*own volition Chief Theresa did message me a photo of our legitimate raffle license. I thanked her, stated my opinion that all of this drama could have been avoided if the proof was just posted in the beginning of the discussions and everyone's personalities didn't need to get in the way, asked her why our raffle number was not on the raffle tickets we issued and someone else's was (also a crime) and then asked her if there was in fact a legit alcohol license. I was not answered, and I was immediately blocked by her on social media. Another citizen did provide me with an email from the Clerk responding to an open records request he made asking for all the Class B Temporary Alcohol license issued by the Village board for this calendar year to date and it stated there was only one issued and it was to the Peplin memorial VFW Post, not our municipal FD.*

*A municipality does NOT qualify for a Class B temp License. IF they did in fact qualify, none of the steps outlined by the law were followed. There are no other provisions by the State or the Village that would allow such activity.*

*To avoid any possible smoke and mirrors, the 2023 State Senate Bill 848 amended state statute 125.06(6) that allows municipal employees to sell alcohol at parks owned by the municipality IF, and only if, the following criteria are met: under an ordinance, resolution, rule, or regulation enacted by the governing body. Kronenwetter has no such ordinance, resolution, regulation or any record of the Board authorizing such this action.*

*I have now laid out my case that our Municipal Fire Department (a Department of the Village as a whole) has broken the law, I have presented the process which must be followed and doesn't appear to have been. I have provided you with the supporting laws and statutes. I, a citizen of Kronenwetter, am hereby officially requesting that the Board perform their due diligence and verify my concern is valid and true and that the FD acted on their own accord and were not in fact misled by another staff member outside of the FD or a Board member. If my concern is proven to be true and factual and is not the result of another staff member outside of the FD or a Board member providing erroneous information to the FD, the Board should then pass the findings of fact to the Police and Fire Commission with direction to investigate the root cause(s) of the violations of our state law and take whatever fair and just disciplinary action they see fit for those responsible for the violations. If the FD was acting under erroneous information provided by a staff member or Board member and did in fact believe they were following the law, then the Board needs to pursue the root cause and take whatever fair and just action needs to be taken. Furthermore, I request that the Board take this identification of a weakness in the Villages processes as an opportunity to improve and implement measures to prevent such actions from occurring again in the future.*

*Thank you for your time*

--

*Sean Dumais  
Owner / Lead Trainer  
Central Wisconsin K-9, LLC.  
715-870-2095*

### **Follow up with Clerk LaBarge**

At close of business on 11/20/2024, I stopped up to see the Clerk and asked her if she had any alcohol licenses for the Kronenwetter FD (more specifically, for the fall Movie Under the Stars event). Clerk LaBarge said the FD did not have a license but advised me that Special Agent Kurt Goodreau with the WI Department of Revenue, Division of Alcohol Beverages, advised the FD did not need a permit because the event they sold alcohol at was Village sponsored. Clerk LaBarge said she was with Chief O'Brien when they called SA Goodreau to find out if the FD could sell alcohol at the Movie Under the Stars at Towering Pines Park. Clerk LaBarge said they called the Dept. of Revenue (DOR) before the event to make sure the FD was doing things correctly.

Clerk LaBarge suggested we call SA Goodreau to confirm the information, which we did. We posed the question to SA Goodreau about whether the FD needed an alcohol permit for this event in the park and SA Goodreau said they did not since it was a Village sponsored event. He said the only caveat was the question of where the money went, that is, to an official Village account or to a non-Village account the FD had set up for their donations.

SA Goodreau laid out two scenarios, which are as follows:

- a. FD brings the cash to the Treasurer, and he/she deposits it in a VOK account, then no permit is required.
- b. FD brings the cash to a non VOK bank account, then a permit is required.

I advised I could not get too far into the weeds on this and may end up having to request an outside investigation (if so requested), and SA Goodreau advised that if he were investigating this and found a permit had been required, he would just issue a warning and advise the FD to correct any future sales. SA Goodreau said this kind of thing (alcohol sales w/o a permit/license) "happens all the time."

As stated in the above paragraph, a full-blown investigation would have to be outsourced, so I did not get into further details specifically outlined in Mr. Dumais' complaint because I was primarily interested in the initial recommendation to Chief O'Brien. I wanted to gather some basic facts to get a feel for the situation and then see what President Voll and Attorney Turonie advised.

### **Follow up with Account Clerk Fisher**

On Thursday, 11/21/2024, I spoke to Account Clerk Fisher to see if she could check the records of deposits into the FD Donation Fund, and she found a \$9,337 cash deposit on 10/11/2024. She wasn't sure if that money was solely from the Open House or if it was the combined cash from the Movie Under the Stars and the open house, but she had it marked as coming from the open house. Because both events took place within a few weeks of each other, AC Fisher speculated that the FD may have just held onto the money from the Movie Under the Stars and waited to deposit it with the open house money at the same time. AC Fisher said when the FD has fundraising events like these, they bring the cash in an envelope, give it to her, and ask that it be deposited into the FD Donations Fund. She said when they brought that cash to her, they did not specify if it was from one or both events.

AC Fisher found FD credit card documents showing the FD purchased alcohol (beer and seltzer) at Sam's Club on 08/21/2024 for \$413.07. She had that noted as "beer for sales out of donation fund." That Movie Under the Stars got postponed due to rain and was rescheduled for 09/13/2024, which is the day of the alcohol sales. She spoke to Chief O'Brien later in the day and Chief O'Brien told her that the cash deposited on



10/11/2024 was from three sources: a donation from a citizen, Movie Under the Stars, and the open house event.

#### **Follow up with Former Treasurer Lisa Kerstner**

I also spoke to former Treasurer Lisa Kerstner on 11/21/2024, who said the same thing with respect to how the cash is brought up to the front office and then deposited into the FD account. She said the FD gave the money to Sarah, not her. Former Treasurer Kerstner told me she was also present when Clerk LaBarge and Chief O'Brien called SA Goodreau, and she confirmed that he told them that no permit was required because this was a Village sponsored event. She also believed it was likely that the FD waited for both events to be done and then turned the cash over to the Village in one lump sum. She stated that Chief O'Brien has always had money from events like this deposited into a Village account.

#### **Follow up with Chief O'Brien on 11/21/2024**

Chief O'Brien said she checked with the State DOR before the event to make sure they were doing things correctly and confirmed that SA Goodreau told her, Clerk LaBarge, and former Treasurer Lisa Kerstner that the FD did not need a permit because it was a Village sponsored event. Based on this advice, Chief O'Brien believed she was proceeding correctly. Chief O'Brien stated that she turned over the money from the Movie Under the Stars, the FD open house, and a citizen donation in one lump sum to AC Fisher. This is the money AC Fisher had logged into the FD Donations account on 10/11/2024. Chief O'Brien told me she was going to send AC Fisher a statement attesting to that fact. Chief O'Brien sent AC Fisher an e-mail on 11/24/2024 attesting to the fact that the \$9,337 in cash she turned in was from those three sources.

#### **Follow up Meeting with President Voll and Attorney Turonie**

You and I had a phone conference with Attorney Turonie on Friday, 11/22/2024, to discuss this. I provided you both with the basic information I had. Attorney Turonie's legal opinion was that the FD could not legally sell alcohol at the Movie Under the Stars event. To do so in the future, Attorney Turonie said they either need to partner with an eligible entity who has an alcohol license, or the Village needs to create alcohol-related ordinances related to Mr. Dumais' point regarding 2023 Senate Bill 848. This provision allows municipal employees to sell beer at municipal parks under an ordinance, resolution, rule, or regulation enacted by the governing body and Kronenwetter does not have anything along those lines. He stated in either case, a licensed bartender must be on site. Attorney Turonie recommended that the Village creates alcohol-related ordinances, and advised he could help facilitate that.

No further follow-up was requested on my part.

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## Chapter 325 INTOXICATING LIQUOR AND FERMENTED MALT BEVERAGES<sup>1</sup>

### ARTICLE I. LICENSING

#### § 325-1. Adoption by reference.

The provisions of Wis. Stats. ch. 125 are hereby adopted and by reference made a part of this section as if fully set forth herein. Any person violating any provisions of this article shall, upon conviction, be subject to the penalties set forth in Wis. Stats. ch. 125.

(Ord. of 4-12-2004)

#### § 325-2. Issuance of licenses.

Restrictions on issuing alcohol beverage licenses shall be as follows:

- A. *Premises.* No initial or renewal alcohol beverage license shall be granted for any premises for which taxes, assessments or other claims of the village are delinquent and unpaid.
- B. *Persons.* No initial or renewal alcohol license shall be granted to any person:
  - (1) Delinquent in payment of any taxes, assessments or other claims owed to the village.
  - (2) Delinquent in payment of a forfeiture resulting from a violation of any ordinance.
  - (3) Delinquent in payment to the state of any taxes owed.

(Ord. of 4-12-2004)

#### § 325-3. Business continuation.

- A. As a condition of maintaining and keeping an alcohol beverage license in this village, any licensee must continue in business. Issuance or retention of a license by a party not doing business is hereby declared to be against public policy and lacking in usefulness.
- B. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Business continuation.*

- (1) *Time of operation.* The applicant must maintain appropriately zoned premises and be open for the business of selling liquor at least 100 days of the license period, with each day consisting of at least six continuous hours in a 24-hour period. For each renewal application for licenses to take effect in July 2001 or thereafter, the applicant must have been open for the business of selling liquor for at least 100 days during the previous 12 months, except due to circumstances beyond its control, with each day consisting of at least six continuous hours in a 24-hour period.

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<sup>1</sup>Cross reference(s)—Drugs and drug paraphernalia, ch. 256; peace and good order, ch. 400.

- (2) *Damage to business premises.* Any applicant whose place of business suffers damage that causes it to be nonoperable for a period of time shall make every reasonable effort to timely remedy the damage in order to resume normal operations in six months or less from the date of damage.

*Open.* Conducting business publicly at least six hours per calendar day.

- C. If any licensed party violates this section, the village board may take disciplinary action, including reprimand, license suspension for a specified number of days (up to 90 days) or revocation. Any license that has been revoked shall not be reinstated within the following 12 months. Any disciplinary action taken shall follow notice to the licensee prior to a hearing. The hearing notice, which will include the reason for the hearing, and later the hearing decision of the board, will be sent by first-class mail to the licensee's last known address, or personally served at the village president's option.
- D. If disciplinary action is taken against an alcohol licensee, the procedure mandated under present Wis. Stats. § 125.12 will be followed. At present, the procedure requires personal service of the hearing notice (summons) and complaint, and a hearing within three to ten days thereafter. If the licensee cannot be found, the summons may be published once in a newspaper of general circulation deemed most likely to provide notice to the license holder.
- E. There shall be no refund of any license fee paid to a party whose license is revoked.
- F. In lieu of a hearing, the village board may accept surrender of the license, and the board shall then determine the time period before another application for the same type of license will be accepted from the former licensee.
- G. Evidence and testimony at the hearing shall be done in open session. Pursuant to Wis. Stats. § 19.85(1)(a), the board may go into closed session to deliberate with regard to its decision, where that possibility has been listed on the hearing notice posted or published. The clerk shall see that the hearing notice is posted or published in a format acceptable to the president.
- H. When a tenant has not done business in the licensed premises for at least 30 consecutive days, voluntarily vacated the premises more than 30 days before the board decision, or was court ordered out of the premises with vacation to be at least 30 days before the board's decision, grounds for suspension or revocation exist. Testimony of any party, eviction notice, court documentation or other valid evidence of such actions may be presented. The board may issue a summons and set up the hearing date prior to the expiration of the thirty-day period, and may make its decision effective on a later date, in its discretion.
- I. Unless no disciplinary action, including reprimand or probation, is offered by the board, the license holder shall reimburse the village for costs of personal service, mailing, fax costs and any per diem paid for a village officer to attend the hearing or other meeting due to a license violation. Payment of the fees shall earn five-percent interest if unpaid within 30 days. Payment shall be required before any future license is issued or reinstated to the license holder.

(Ord. of 4-12-2004)

## **ARTICLE II. ADULT ENTERTAINMENT**

### **§ 325-4. Legislative authority.**

This article is enacted in the interest of the public health, peace, safety, morals and general welfare of the citizens and inhabitants of the village, pursuant to the state constitution and laws of the state and the authority of the village in exercising its right to regulate the sale and consumption of alcohol beverages, pursuant to the 21st Amendment to the Constitution of the United States.

(Ord. of 10-26-2009)

### § 325-5. Findings of fact.

The board finds that evidence has been propounded that indicates that nudity and sexual conduct and their depiction, coupled with alcohol in public places, beget undesirable behavior, and that prostitution, attempted rape, rape, murder and assaults on police officers, and as further set forth in Resolution No. 2009-011 all have occurred in and around establishments dealing in alcohol beverages where nude and sexual conduct and their depiction are permitted.

(Ord. of 10-26-2009)

### § 325-6. Intent.

- A. It is found that the acts prohibited in section 325-8 encourage the conduct of prostitution, attempted rape, rape, murder, and assaults on police officers in and around establishments dealing in alcohol beverages, that actual and simulated nudity and sexual conduct and their depiction, coupled with alcohol in public places, beget undesirable behavior and conduct among patrons and employees with establishments dealing in alcohol beverages, which results in violation of law and dangers to the health, safety and welfare of the public.
- B. It is the intent of this article to prohibit nudity, gross sexuality, and their simulation and depiction in establishments dealing in alcohol beverages.

(Ord. of 10-26-2009)

### § 325-7. Definitions.

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

*Establishment dealing in alcohol beverages.* Any business or commercial establishment (whether open to the public at large or where entrance is limited by cover charge or membership requirement), including those licensed by the state for sale and/or service of alcohol beverages, and any bottle club; hotel; motel; restaurant; nightclub; country club; cabaret; meeting facility utilized by any religious, social, fraternal or similar organization; business or commercial establishment where a product or article is sold, dispensed, served or provided with the knowledge, actual or implied, that they will be, or are intended to be mixed, combined with or drunk in connection or combination with an alcohol beverage on the premises of such business or commercial establishment; or business or commercial establishment where the consumption of alcohol beverages is permitted. A private residence, whether permanent or temporary in nature, is not an establishment dealing in alcohol beverages.

(Ord. of 10-26-2009)

### § 325-8. Prohibited acts.

- A. No person, partnership, corporation or other entity shall own, operate, manage, rent, lease, occupy, or exercise control of any building, structure, premises, or portion or part thereof, within which occurs the activities specified in this section.
- B. No person shall expose to public view the genitals, pubic area, vulva, anus, anal cleft or cleavage or buttocks or their simulation in an establishment dealing in alcohol beverages.

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- C. No person shall expose to public view any portion of a female breast below the top of the areola or their simulation in the establishment dealing in alcohol beverages.
- D. No person shall expose to public view the covered male genitals in a discernibly turgid state in an establishment dealing in alcohol beverages.
- E. No person, partnership, corporation or other entity that maintains, owns or operates an establishment dealing in alcohol beverages shall suffer or permit any person to expose to public view his or her genitals, pubic area, vulva, anus, anal cleft or cleavage or buttocks or their simulation within the establishment dealing in alcohol beverages.
- F. No person, partnership, corporation or other entity that maintains, owns or operates an establishment dealing in alcohol beverages shall suffer or permit any female person to expose to public view any portion of her breasts below the top of the areola or their simulation within the establishment dealing in alcohol beverages.
- G. No person, partnership, corporation or other entity that maintains, owns or operates an establishment dealing in alcohol beverages shall suffer or permit any exposure to public view the covered or uncovered male genitals in a discernibly turgid state within the establishment dealing in alcohol beverages.
- H. No person shall engage in and no partnership, corporation or other entity that maintains, owns or operates an establishment dealing in alcohol beverages shall suffer or permit any sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, any sexual act prohibited by law, touching, caressing, fondling of the breasts, buttocks, anus or genitals or their simulation within an establishment dealing in alcohol beverages.
- I. No person, partnership, corporation or other entity that maintains, owns or operates an establishment dealing in alcohol beverages shall suffer or permit the exposition of any graphic representation, including pictures or the projection of film, that depicts human genitals, pubic area, vulva, anus, anal cleft or cleavage, buttocks, female breasts below the top of the areola, sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, any sexual act prohibited by law, touching, caressing or fondling of the breasts, buttocks, anus or genitals or their simulation within any establishment dealing in alcohol beverages.
- J. No person, employee, entertainer or patron shall be permitted to have any physical contact with any entertainer on the premises during any performance, except for the taking of tips which must be taken on the hip or the side of the entertainer's G-string, T-bar or costume, or in a garter. All shall only occur on a stage, or on a table that is in a designated area within full and unrestricted view of the bar area, either of which is elevated at least 18 inches above the immediate floor level and removed a distance sufficient to prevent actual physical contact between the entertainer and another entertainer or any other person, employee or patron within any establishment dealing in alcohol beverages.
- K. No person under the age of 18 years of age may be admitted to, may enter or remain on, may purchase goods or services at, or may work or be permitted to work as an employee in any capacity at an establishment dealing in alcohol beverages that is subject to the provisions of this section.
- L. No person shall cause another to commit a violation of this section, nor shall any person permit such violation to occur on any premises under his/her control, tenancy, management or ownership.

(Ord. of 10-26-2009)

### **§ 325-9. Violations and penalties.**

Any person violating any of the provisions of this article shall, upon conviction thereof, be subject to Chapter 1, General Provisions, section 1-2, General penalty, of this Code. In addition any person, partnership, corporation

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or other entity who maintains, owns or operates an establishment dealing in alcohol beverages may have their liquor license suspended or revoked for violation of this article.

(Ord. of 10-26-2009)



## Report to CLIPP

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**ITEM NAME:** Discussion and Possible Action: 2026 – 2030 Kronenwetter Outdoor Recreational Plan  
**MEETING DATE:** 2/3/2025  
**PRESENTING COMMITTEE:** CLIPP  
**COMMITTEE CONTACT:**  
**STAFF CONTACT:** Greg Ulman  
**PREPARED BY:** Greg Ulman

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**OBJECTIVES:** To complete a 2026-2030 Outdoor Recreation Plan for the Village of Kronenwetter.

**PREVIOUS ACTIONS:** The village’s current Outdoor Rec Plan expires at the end of 2025, which was implemented in 2020.

**PROPOSAL:** To approve and continue the work being done by North Central Regional Planning Commission, or have staff do the plan.

**ITEMIZE ALL ANTICIPATED COSTS (Direct or Indirect, Start-Up/One-Time, Capital, Ongoing & Annual, Debt Service, etc.)** \$6,000.00

**RECOMMENDED ACTION:** Make a motion to continue the work by North Central Regional Planning Commission, to have staff create the plan, or to drop the plan completely.

**OTHER OPTIONS CONSIDERED:**

**TIMING REQUIREMENTS/CONSTRAINTS:** Our current Outdoor Rec Plan expires at the end of 2025.

**FUNDING SOURCE(s) –**

Account Number: 100-55000-200-400

Description: Parks; Other Projects

Budgeted Amount: \$6,000.00

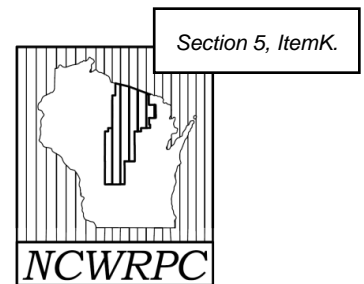
Spent to Date: \$0

Remaining: \$30,500.00

**ATTACHMENTS (describe briefly):** Initial presentation

# NORTH CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

210 McClellan Street, Suite 210, Wausau, Wisconsin 54403  
Telephone: 715-849-5510 Fax: 715-849-5110  
Web Page: [www.ncwrpc.org](http://www.ncwrpc.org) Email: [staff@ncwrpc.org](mailto:staff@ncwrpc.org)



SERVING ADAMS, FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, VILAS AND WOOD COUNTIES

## **MEMORANDUM:**

**To: Community Life, Infrastructure, and Public Property (CLIPP) Committee**  
**From: Fred Heider, AICP**  
**Re: Kronenwetter Outdoor Recreation Plan (ORP) – Plan Introduction**  
**Date: For February 3, 2025**

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Enclosed are some documents for your review:

- Outdoor Recreation Plan Description & Planning Process;
- Gaps and Needs in our existing recreation opportunities – from SCORP
- DRAFT questions for Village-wide survey;

I will be at the February CLIPP Committee meeting. We will discuss the above documents.

The plan website is:

[ncwrpc.org/village-of-kronenwetter-outdoor-recreation-plan-2026-2030/](http://ncwrpc.org/village-of-kronenwetter-outdoor-recreation-plan-2026-2030/)



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## Outdoor Recreation Plan Description & Planning Process

**Outdoor Recreation Plans (ORPs)**, also called **comprehensive outdoor recreation plans (CORPs)** are 5-year plans created for counties, cities, villages, or towns to 1) identify outdoor recreation needs that affect the future of outdoor recreation in the community, and 2) establish DNR eligibility to apply for *nature based* and now: *active recreation based* capital improvement grants. Sometimes maintenance activities are listed in an ORP, which assists the local government with budgeting, but are not usually capable of receiving grants.

All listed nature-based and active outdoor recreation projects become eligible for competitive federal and state outdoor recreation grant money when this ORP is adopted by local municipality resolution. This requirement can be found in Chapter NR 50, Wisconsin Administrative Code for the following programs: Federal Land and Water Conservation Fund Program (LWCF), Aids for the Acquisition and Development of Local Parks (ADLP), Urban Green Space Program (UGS), and Urban Rivers Grant Program (URGP).

### The Village of Kronenwetter ORP process:

1. Community Life, Infrastructure and Public Property (CLIPP) Committee introduction to ORP planning process. **(Winter 2024-2025)**
2. An overall description of the county's demographics will be updated by NCWRPC.
3. An assessment of the existing recreation system. **(Spring/Summer 2025)**
  - NCWRPC updates assessment & requests assistance from Village staff.
4. Outdoor recreation needs established based upon public input. **(Spring 2025)**
  - CLIPP Committee decides how to gather public input with NCWRPC staff consultation.

Possible ways to receive public input:

  1. Informal survey of staff observations;
  2. Survey the broad public and outdoor recreation groups;
  3. Public meetings.
5. CLIPP Committee creates goals and objectives based upon public input to be used as guidelines in formulating the outdoor recreation plan projects.
  - Committee creates goals & objectives (facilitated by NCWRPC). **(Spring/Summer 2025)**
6. Create recommendations for improving the recreation system over the next five years.
  - NCWRPC & Kronenwetter staff create initial project list. **(Summer 2025)**
  - CLIPP Committee revises and approves project list.
7. Public review of Draft ORP – CLIPP Commission approves plan for public review. Village advertises public review period. NCWRPC provides Draft ORP on website for the ORP. **(Summer 2025)**
8. CLIPP Committee approves plan for Village Board adoption by resolution. **(Summer/Fall 2025)**

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## GAPS AND NEEDS IN OUR EXISTING RECREATION OPPORTUNITIES

In developing the following statewide needs and gaps in our recreation opportunities, the department incorporated information from:

- The SCORP recreation participation survey question regarding needed recreation opportunities in residents' home county (Appendix 6).
- Recreation Opportunities Analysis, which identified recreation needs for each of the eight regions of the state (Appendix 8).
- The SCORP survey of county park directors, which asked about needs at the county level (Appendix 4).
- The SCORP Advisory Team and department staff.

### Statewide Recreation Needs:

#### Places near population centers

Because of the inverse distribution of our population and public lands as well as the limited amount of time people have to participate, there is a very large need to provide more places for people to participate in outdoor recreation near where they live. In particular is the need to provide opportunities for residents to visit places after work or for a couple of hours on a weekend. Places that provide opportunities for hiking, all types of bicycle riding, dog walking, picnicking, and different water-related activities such as fishing, canoeing and kayaking are likely to be heavily used.

#### Trails

By nearly every measure, the largest need throughout the state is for more trails that enable people to experience natural settings, visit the vibrant downtowns of our cities and villages, commute to work, and access favorite sites. All types of trails are in demand – hiking, bicycling, horseback riding, snowmobiling, ATV/UTV and motorcycle riding, and 4WD vehicle trails.

#### Water access – shoreline and boat launches

Lakes, streams and rivers are a defining feature of Wisconsin. From the Great Lakes to the Mississippi River, from the thousands of inland lakes and the tens of thousands of miles of flowing water, residents and visitors have been drawn to the water's edge to fish, hunt, launch any manner of watercraft, bird watch and beach walk. Access to water remains a universal need throughout the state.

#### Camping opportunities

With a large cohort of retirees travelling in RVs combined with an adventurous younger generation, demand for camping has grown in recent years and is likely to remain popular for years to come. Given the divergence in desired experiences – some campers wanting access to hot showers and WiFi while others wanting neither – recreation providers will need to collaborate and coordinate on providing the camping experiences best suited to different public lands.



## Statewide Recreation Needs: (cont.)

### Dog parks and exercise areas

Taking care of a dog has many benefits, not the least of which is the exercise people get in walking their pets. With the steady rise in dog ownership (75% of people in their thirties own a dog) and an urbanizing population has come an increasing demand for places to walk, play with, socialize and train our canine friends. Many municipal and county dog parks are among their most visited properties.

### Target shooting ranges

Many hunters and shooting sports participants live in rural areas or belong to gun clubs and practice their craft on their or the club's property. However, as our population continues to urbanize there is a growing need for places where people can practice gun and archery marksmanship and safety. By their nature, firearm ranges generate considerable sounds and siting new ranges has been a challenge in more populated areas of the state.

## Statewide Policy Needs:

### Better understand place-based recreation and associated outcomes

The survey conducted for this SCORP on recreation participation generated considerable data on which outdoor activities residents pursue and how often (see Appendix 6). What is not well known is where these "participation days" actually take place – that is, where, when, and why they occur at different places. Questions for which more detailed, property-specific, place-based data are needed include:

- How many people visit the place or property?
- When and what are the patterns of visitation?
- What recreation activities do they pursue?
- How far do visitors travel to reach the property and why did they visit the particular property (as opposed to other options)?
- What would improve their satisfaction?
- What are the economic, health, and social benefits associated with their visit?

With a more complete understanding of property use and the features and attributes that draw people, agencies can make more informed decisions about what types of recreation facilities to build and maintain at different places. And the public can better understand their "return on investment."

### Better understand the nature-based recreation preferences of our diversifying population

Data are needed on the recreation preferences of our changing population. For a range of reasons, people of varying ages, residential settings, incomes, and social, racial, ethnic and cultural identities participate in different types of outdoor activities in different places. More information is needed on the types of activities and settings sought by the diversity of Wisconsin residents. In addition, data on how and where to most effectively provide quality experiences for people with varying backgrounds and cultures are needed.

### Enhance and stabilize funding for outdoor recreation

Funding for conservation and recreation is derived from many sources and the overall total has fluctuated considerably from year to year. This has complicated efforts to plan, develop, and maintain recreation facilities. Some states have implemented funding sources that provide a more stable source of money for conservation and recreation projects. In addition to more consistent funding, there is a need to broaden the network of people and sources that help pay for the management of public lands in the state.

### Expand collaborations among recreation providers

Each recreation provider has unique capabilities and their lands offer different types of experiences, features, facilities, and opportunities. There would be substantial benefit in continuing and expanding collaborations among federal, county and local governments. Focus should be placed on identifying ways to coordinate recreation experiences in each region of the state, minimizing duplicative efforts, and maximizing the benefits of recreation investments.

Together, providing well-planned, safe and enjoyable recreation opportunities that visitor's value will increase support for local communities and businesses, strengthen tourism, respond to evolving demographic and visitor needs, reduce user conflicts and improve natural settings.



## Regional Recreation Needs (high needs identified in the Recreation Opportunities Analysis – see Appendix 8)

### Great Northwest Region

ATV/UTV riding  
 Bicycling - bicycle touring/road riding and mountain biking/off-road biking  
 Bird or wildlife watching  
 Camping - developed and primitive  
 Canoeing or kayaking  
 Fishing  
 Four-wheel vehicle driving  
 Hiking, walking, trail running, backpacking  
 Hunting - big game  
 Motor boating (inc. waterski/tubing, personal watercraft)  
 Off-highway motorcycle riding  
 Swimming in lakes and rivers

### Western Sands Region

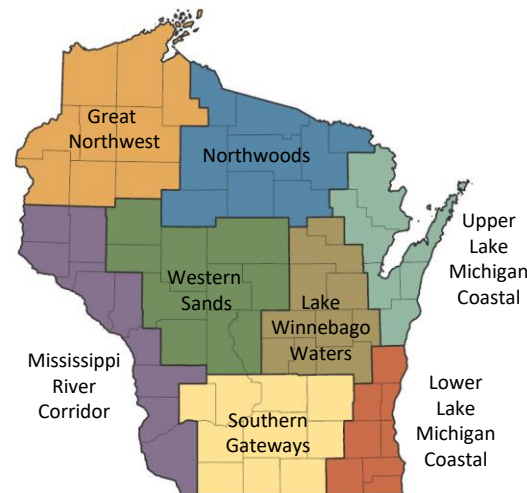
Bicycling - bicycle touring/road riding and mountain biking/off-road biking  
 Bird or wildlife watching  
 Camping - developed and primitive  
 Canoeing or kayaking  
 Cross country skiing  
 Dog walking  
 Fishing  
 Hiking, walking, trail running, backpacking  
 Horseback riding  
 Hunting - big game  
 Picnicking  
 Snowshoeing  
 Swimming in lakes and rivers

### Mississippi River Corridor Region

Bicycling - bicycle touring/road riding and mountain biking/off-road biking  
 Bird or wildlife watching  
 Camping - developed and primitive  
 Canoeing or kayaking  
 Cross country skiing  
 Dog walking  
 Fishing  
 Gather mushrooms, berries, etc.  
 Hiking, walking, trail running, backpacking  
 Hunting - big game  
 Nature photography  
 Participating in nature-based education programs  
 Picnicking  
 Snowshoeing  
 Visiting a beach, beach walking

### Northwoods Region

ATV/UTV riding  
 Bicycling – bicycle touring/road riding and mountain biking/off-road biking  
 Camping – developed and primitive  
 Canoeing or kayaking  
 Fishing  
 Four-wheel vehicle driving  
 Hiking, walking, trail running, backpacking  
 Hunting – big game  
 Off-highway motorcycle riding  
 Participating in nature-based education programs  
 Snowmobiling



### Southern Gateways Region

ATV/UTV riding  
 Bicycling – bicycle touring/road riding and mountain biking/off-road biking  
 Bird or wildlife watching  
 Camping – developed and primitive  
 Canoeing or kayaking  
 Fishing  
 Gather mushrooms, berries, etc.  
 Hiking, walking, trail running, backpacking  
 Motor boating (inc. waterski/tubing, personal watercraft)  
 Picnicking  
 Snowshoeing  
 Swimming in lakes and rivers

### Upper Lake Michigan Coastal Region

Bicycling – bicycle touring/road riding and mountain biking/off-road biking  
 Bird or wildlife watching  
 Camping – developed and primitive  
 Canoeing or kayaking  
 Fishing – all types  
 Hiking, walking, trail running or backpacking  
 Horseback riding  
 Motor boating (inc. waterski/tubing, personal watercraft)  
 Visiting a beach, beach walking

### Lake Winnebago Waters Region

Bicycling – bicycling touring/road riding and mountain biking/off-road biking  
 Bird or wildlife watching  
 Camping – developed and primitive  
 Canoeing or kayaking  
 Cross country skiing  
 Dog walking  
 Fishing  
 Hiking, walking, trail running, backpacking  
 Hunting – big game  
 Motor boating (inc. waterski/tubing, personal watercraft)  
 Nature photography  
 Participating in nature-based education programs  
 Picnicking  
 Swimming in lakes and rivers  
 Visiting a beach, beach walking

### Lower Lake Michigan Coastal Region

Bicycling - bicycle touring/road riding and mountain biking/off-road biking  
 Bird or wildlife watching  
 Camping - primitive  
 Canoeing or kayaking  
 Cross country skiing  
 Fishing  
 Gather mushrooms, berries, etc.  
 Hiking, walking, trail running, backpacking  
 Motor boating (inc. waterski/tubing, personal watercraft)  
 Nature photography  
 Picnicking  
 Snowshoeing  
 Swimming in lakes and rivers



Village of Kronenwetter Outdoor Recreation Survey 2025

**DRAFT**

Help plan outdoor recreation in the Village of Kronenwetter!

The Village is updating their Outdoor Recreation Plan, which sets the Village's recreational direction for the next 5 years.

**Survey may take about 10 minutes.**

**Please take the following survey by April 1, 2025 to provide your input!**

**Smart Phone Users:** Turning your phone to landscape for a wide screen will make questions appear better. Enjoy!



Village of Kronenwetter Outdoor Recreation Survey 2025

**DRAFT**

\* 1. Which recreational activities did you participate in during 2024?

(Choose all that apply.)

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Events / Festivals / Fairs      | <input type="checkbox"/> Camping (RV)                   | <input type="checkbox"/> Dog walking / Dog park             |
| <input type="checkbox"/> Boating                         | <input type="checkbox"/> Camping (primitive)            | <input type="checkbox"/> Cross Country Skiing / Snowshoeing |
| <input type="checkbox"/> Water skiing                    | <input type="checkbox"/> Hunting / Trapping             | <input type="checkbox"/> Downhill Skiing / Snowboarding     |
| <input type="checkbox"/> Canoeing / Kayaking             | <input type="checkbox"/> Archery / Sport Shooting       | <input type="checkbox"/> Ice Skating                        |
| <input type="checkbox"/> Swimming                        | <input type="checkbox"/> Fishing                        | <input type="checkbox"/> Sledding                           |
| <input type="checkbox"/> Gardening                       | <input type="checkbox"/> Tennis / Pickleball            | <input type="checkbox"/> Disc Golf                          |
| <input type="checkbox"/> Picnicking                      | <input type="checkbox"/> Basketball                     | <input type="checkbox"/> Golf                               |
| <input type="checkbox"/> Walking / Hiking                | <input type="checkbox"/> Volleyball                     | <input type="checkbox"/> Horse Riding                       |
| <input type="checkbox"/> Running                         | <input type="checkbox"/> Soccer                         | <input type="checkbox"/> ATV / UTV / OHM Riding             |
| <input type="checkbox"/> Playground Usage                | <input type="checkbox"/> Baseball / Softball / T-ball   | <input type="checkbox"/> Snowmobiling                       |
| <input type="checkbox"/> Inline Skating                  | <input type="checkbox"/> Bird Watching / Nature Viewing | <input type="checkbox"/> Bicycling                          |
| <input type="checkbox"/> Skateboarding                   | <input type="checkbox"/> Geocaching / Letterboxing      | <input type="checkbox"/> Winter fat biking                  |
| <input type="checkbox"/> Camping (tent or pop-up camper) | <input type="checkbox"/> Driving for Pleasure           |   |

Other (please specify)

2. What potential outdoor recreational opportunities should be developed in the **Village of Kronenwetter**?

1.
2.
3.





Village of Kronenwetter Outdoor Recreation Survey 2025

**DRAFT**

\* 3. How often do you use the following parks?

	I don't use this park.	Occasionally	Monthly	Weekly
Friendship Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Gooding Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Norm Plaza Memorial Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Seville Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Buska Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Towering Pines Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Municipal Center Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

\* 4. Please rate your satisfaction with the following parks:

	I don't use this park.	Very Satisfied	Good	Fair	Poor
Friendship Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Gooding Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Norm Plaza Memorial Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Seville Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Buska Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Towering Pines Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Municipal Center Park	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

5. (Optional) Any comments about the above parks?



Village of Kronenwetter Outdoor Recreation Survey 2025

**DRAFT**

\* 6. What type of **water enthusiast** are you?

(Choose one.)

- Not at all.** (I'm not interested in water recreation at all, not even with friends.)
- Casual user.** (I like to use the water, but only do so occasionally.)
- Enthusiastic.** (I access or go on the water regularly in summer, and I might occasionally access the ice in winter.)
- Avid.** (I am always on the water or ice every chance I get.)

7. How do you use the water?

(Choose all that apply.)

- Aesthetically (shore use, walking or sitting along the water)
- Canoe / Kayak / Row boat
- Boating / water sport (motorized)
- Swimming
- Fishing (shore use)
- Fishing (row boat or motor boat)
- Ice fishing (walking or driving vehicle/ATV/snowmobile/etc. on ice)
- Snowmobiling / ATVing / etc. on the ice

Other (please specify)

8. (Optional) Any improvements needed to public boat landings or water access points in Kronenwetter?



Village of Kronenwetter Outdoor Recreation Survey 2025

**DRAFT**

\* 9. What type of **bicyclist** are you?  
(Choose one.)

- No way, no how.** (I'm not interested in biking at all, not even for recreation.)
- Interested but concerned.** (I like riding, but don't do it regularly. I'm generally concerned that my route is not safe to ride, so I don't ride often. I definitely do not ride when the weather is bad.)
- Enthusiastic and confident.** (I feel comfortable sharing the road with motor vehicles, but I prefer to ride on separate facilities like bike lanes. I may or may not ride in inclement weather.)
- Strong and fearless.** (I am confident in my abilities and will ride regardless of roadway conditions, amount of traffic, or inclement weather.)

10. (Optional) Any comments about **bicycling in Kronenwetter**?

\*\*\*\*\*

\* 11. What type of **snowmobile** enthusiast are you?  
(Choose one.)

- Not at all.** (I'm not interested in snowmobiling at all, not even with friends.)
- Casual user.** (I like to snowmobile for fun, but **only** do so occasionally, **OR only** on my own land.)
- Enthusiastic.**  
(I access or go on snowmobile routes regularly.)
- Avid.** (I am always on a snowmobile every chance I get - all winter long.)

12. (Optional) Any comments about **snowmobiling in Kronenwetter**?

\*\*\*\*\*

\* 13. What type of **motorized vehicle** (ATV / UTV / Off-Highway Motorcycle) enthusiast are you?

(Choose one.)

- Not at all.** (I'm not interested in motorized recreation at all, not even with friends.)
- Casual user.** (I like to use motorized vehicles for fun, but **only** do so occasionally, **OR only** on my own land.)
- Enthusiastic.** (I access or go on motorized routes and trails regularly in summer, and I might occasionally access the ice in winter.)
- Avid.** (I am always on a motorized vehicle every chance I get - all year long.)

14. (Optional) Any comments about **motorized vehicle usage** in Kronenwetter?



Village of Kronenwetter Outdoor Recreation Survey 2025

Demographics

DRAFT

15. (Optional) Do you have any other concerns or comments?

Empty text box for comments.

\*\*\*\*\*

Demographic information will be used to compile a picture of respondents and will NOT be used to identify you in any way. Respondents will be kept anonymous.

16. What is your age?

- Younger than 30
- 30 through 44
- 45 through 59
- 60 through 78
- Greater than 78

17. What is your gender?

- Male
- Female
- Prefer not to respond

\* 18. Do you live in the **Village of Kronenwetter**?

- No
- Yes



## Report to CLIPP

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**ITEM NAME: Discussion and Possible Action: Duct Cleaning for the Village of Kronenwetter Municipal Complex**

**MEETING DATE: 2/3/25**

**PRESENTING COMMITTEE: CLIPP**

**COMMITTEE CONTACT:**

**STAFF CONTACT: Greg Ulman**

**PREPARED BY: Greg Ulman**

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**ISSUE:** Dirty ducts in the village HVAC system.

**OBJECTIVES:** To clean the ducts, to create a clean space for residents and employees.

**PROPOSAL:** To accept the proposal submitted by K-Tech Cleaning for HVAC duct work cleaning in the municipal complex.

**ADVANTAGES:** Clean air for all.

**ITEMIZE ALL ANTICIPATED COSTS:** \$3,8935.00

**RECOMMENDED ACTION:** Accept the proposal submitted by K-Tech Cleaning.

**FUNDING SOURCE:**

Account Number: 100-51600-389-000

Description: Municipal Building - Maintenance

Budgeted Amount: \$35,000

Spent to Date: \$1,260.10

Percentage Used: 3.5%

Remaining: \$33,739.90

**ATTACHMENTS (describe briefly):** Pictures and Proposal





January 24, 2025

Village of Kronenwetter  
Attn: Greg Ulman  
1582 Kronenwetter Drive  
Kronenwetter, WI 54455

RE: Duct Cleaning

Dear Greg,

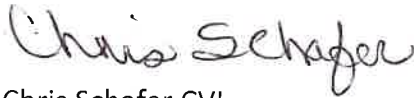
Thank you for giving K-tech Kleening Systems the opportunity to present our price quotation for our services. We will provide this service on a day and time that is mutually agreed upon between us.

K-tech Kleening Systems will furnish all the cleaning supplies and equipment, trained and supervised personnel, insurances, bonding and references needed to perform the above proposed services.

We appreciate your consideration and look forward to providing you with our air duct cleaning services. If you should have any questions regarding this proposal, please do not hesitate to contact me at your convenience.

Thank you for your time and consideration.

Respectfully submitted,

 JSN

Chris Schafer CVI  
Production Supervisor  
K-tech Kleening Systems, Inc.

P.O. Box 289 . Weston, WI 54476-0289 . 715-355-1369 . 800-215-8324 . Fax 715-355-7912  
k-techkleening.com

WESTON 715-355-1369  
MINOCQUA 715-358-5300  
TOMAHAWK 715-453-2900



RHINELANDER 715-369-7478  
STEVENS POINT 715-341-7170  
STURGEON BAY 920-743-6256



**PROPOSAL OF SERVICES/WORK AUTHORIZATION**

To: Village of Kronenwetter  
Attn: Greg Ulman  
Service Address: 1582 Kronenwetter Drive  
Kronenwetter, WI 54455

Email: gulman@kronenwetter.org

Date: January 24, 2025

**Duct Cleaning Services**

**Services to Include:**

- Duct Cleaning of Municipal Building during regular business hours
- HEPA Vac ceiling tiles around diffusers.

**\$3835.00**

**Work to be completed Monday – Friday during Normal Business hours.**

**(Applicable Taxes Will Apply)**

Acceptance of proposal, including the above prices, specifications, and conditions are satisfactory and are hereby accepted. **K-tech Kleening Systems, Inc.** is authorized to do the work as specified above.

\_\_\_\_\_  
Village of Kronenwetter/ Greg Ulman

\_\_\_\_\_  
DATE

\_\_\_\_\_  
K-tech Kleening Systems Inc.

\_\_\_\_\_  
DATE



# REPORT TO CLIPP

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<b>ITEM NAME:</b>	§ 419-6. - Variance.
<b>MEETING DATE:</b>	February 3, 2025
<b>PRESENTING COMMITTEE:</b>	CLIPP
<b>COMMITTEE CONTACT:</b>	Chris Eiden
<b>STAFF CONTACT:</b>	Pete Wegner
<b>PREPARED BY:</b>	Peter Wegner

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**ISSUE:** Staff has received requests for more than one driveway access on an individual parcel with public road frontage. Some of these parcels have an existing unimproved driveway access which provides access to an existing accessory building. These existing driveways are commonly just a two-tire dirt path or just grass that lead to existing garage. Any changes or improvements would not meet the requirements of § 419-14. - Driveway access control.

**OBJECTIVES:** Review and discuss 419-6 Variance language.

**PROPOSAL:** Consider changes to the current language to allow a second driveway access if certain requirements are met.

**RECOMMENDED ACTION:** Review and consider possible ordinance changes to address properties with an existing unimproved driveway which currently provides access to an existing accessory building.

**ATTACHMENTS (describe briefly):** Proposed changes to 419-6 Variance language.

**Chapter 419 - ROADWAY ACCESS CONTROL (Draft proposed Changes)****§ 419-6. - Variance.**

A. If there is a practical difficulty or particular hardship in carrying out the provisions of this chapter, the applicant may obtain a variance through application. A variance shall require approval of both the zoning administrator and the director of public works and may only be granted when the applicant can successfully demonstrate that:

- (1) The additional access would not compromise the safety of village roadway users or the operation of the village roadway.
- (2) Allowing only one access for the parcel would conflict with established local safety regulations.
- (3) The additional access would not be detrimental to the public health and safety.
- (4) The purpose of the variance is not based exclusively upon a desire to make more money out of the property.
- (5) The conditions upon which a petition for a variation is based are unique to the property for which the variance is sought, and are not applicable, generally, to other property within the same zoning classification.
- (6) The alleged difficulty or hardship is caused by this chapter and has not been created by any persons presently having an interest in the property.

*B. Parcels with an existing unimproved driveway which provides access to an existing Accessory Building (constructed prior to January 1, 2022) that does not meet the provisions of this chapter, may obtain a variance through application. A variance shall require approval of both the zoning administrator and the director of public works.*

C. B. Any variance denied by village staff may be appealed to the village board.

(Ord. No. 12-10, 5-14-2012; Ord. No. 18-02, 2-13-2018)

## Chapter 419 - ROADWAY ACCESS CONTROL (Draft proposed language PSW concerns)

### § 419-6. - Variance.

A. If there is a practical difficulty or particular hardship in carrying out the provisions of this chapter, the applicant may obtain a variance through application. A variance shall require approval of both the zoning administrator and the director of public works and may only be granted when the applicant can successfully demonstrate that:

- (1) The additional access would not compromise the safety of village roadway users or the operation of the village roadway. **Note: very similar to (2 & 3).**
- (2) Allowing only one access for the parcel would conflict with established local safety regulations.
- (3) The additional access would not be detrimental to the public health and safety. **Note: Similar to (1 & 2).**
- (4) The purpose of the variance is not based exclusively upon a desire to make more money out of the property. **Note: Adding a second driveway will always increase the value. How does one prove this?**
- (5) The conditions upon which a petition for a variation is based are unique to the property for which the variance is sought, and are not applicable, generally, to other property within the same zoning classification.
- (6) The alleged difficulty or hardship is caused by this chapter and has not been created by any persons presently having an interest in the property. **Note: Some requests are to gain access to a previously constructed garage or for a newly proposed second garage. Both arguably are self-created.**

**B. Parcels with an existing unimproved driveway which provides access to an existing Accessory Building (constructed prior to January 1, 2022) that does not meet the provisions of this chapter, may obtain a variance through application. A variance shall require approval of both the zoning administrator and the director of public works.**

**C. B.** Any variance denied by village staff may be appealed to the village board.

(Ord. No. 12-10, 5-14-2012; Ord. No. 18-02, 2-13-2018)



# REPORT TO CLIPP

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<b>ITEM NAME:</b>	§ 496-7. - Operator and rider requirements.
<b>MEETING DATE:</b>	February 3, 2025
<b>PRESENTING COMMITTEE:</b>	CLIPP
<b>COMMITTEE CONTACT:</b>	Chris Eiden
<b>STAFF CONTACT:</b>	Pete Wegner
<b>PREPARED BY:</b>	Peter Wegner

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**ISSUE:** Staff received a request from a Village resident asking the Village of Kronenwetter to consider expanding the operating hours for ATV/UTV use.

The resident believes “The current restriction of one hour before sunrise to one hour after sunset significantly limits the use of these machines, especially when compared to neighboring communities such as Weston and Mosinee, which allow ATV/UTV use from 6:00 a.m. to midnight. Expanding our hours to match these communities, or even further to 5:00 a.m. to midnight to align with Marathon County, would better serve the needs of our residents.”

**OBJECTIVES:** Review and discuss § 496-7. - Operator and rider requirements.

**PROPOSAL:** Consider changes to the current language expanding the operating hours.

**RECOMMENDED ACTION:** Review and consider possible ordinance changes to address concerns related to the current ATV/UTV operating hours.

**ATTACHMENTS (describe briefly):** Letter to Village President, Chris Voll from Resident, Peter Fish and proposed changes to 496-7 Operator and rider requirements.

Dear Mr. Voll,

I am writing to respectfully request that the Village of Kronenwetter consider opening the process to expand the operating hours for ATV/UTV use. The current restriction of one hour before sunrise to one hour after sunset significantly limits the use of these machines, especially when compared to neighboring communities such as Weston and Mosinee, which allow ATV/UTV use from 6:00 a.m. to midnight. Expanding our hours to match these communities, or even further to 5:00 a.m. to midnight to align with Marathon County, would better serve the needs of our residents.

There are several compelling reasons to make this adjustment:

1. Seasonal Variation in Sunrise and Sunset

The current restrictions result in drastically different operating windows depending on the time of year. During the winter months, when sunrise is as late as 7:30 a.m. and sunset as early as 4:15 p.m., the usable hours are extremely limited. Expanding the hours to a fixed schedule would eliminate these seasonal inconsistencies and provide residents with predictable and practical access throughout the year.

2. Consistency with Neighboring Communities

Kronenwetter's more restrictive hours create unnecessary confusion for ATV/UTV operators traveling between municipalities. Aligning with Weston, Mosinee, and Marathon County would create a consistent regional standard, encouraging recreational and legitimate uses, such as hunting, and fostering a sense of cooperation among communities.

3. Support for Legitimate Uses and Avoiding Unintended Failures

The current restrictions greatly limit residents' ability to use ATV/UTVs for lawful purposes, such as accessing hunting areas during optimal times. Restrictive hours can inadvertently set residents up for failure, especially when neighboring communities offer far more flexibility.

4. Precedent Set by Snowmobile Regulations

The Village imposes no hourly restrictions on snowmobile use to access trails. It seems inconsistent to restrict ATV/UTV hours while allowing unrestricted snowmobile access. Both activities should be treated similarly to ensure fairness and balance in our regulations.

5. Minimal Complaints and Law Enforcement Oversight

To date, there has been a lack of complaints or significant issues related to noise or impaired driving caused by ATV/UTV use. These concerns are already addressed by law enforcement as needed, and expanding the hours is unlikely to increase incidents.

I urge the Village to consider these points and open the process to revise the current ordinance. Expanding the hours for ATV/UTV use would enhance accessibility, foster consistency with neighboring municipalities, and better serve the legitimate needs of our community.

Thank you for your time and attention to this matter. I would be happy to provide further input or participate in discussions regarding this request.

Please let me know if there is a different process for me to formally make this request, or consider this my formal request.

Sincerely,

Peter Fish  
715-551-5605  
3793 Martin Rd.  
Kronenwetter, WI 54455

Proposed Changes to 496-7

**Chapter 496 - VEHICLES AND TRAFFIC**

**ARTICLE II. - ATVS, UTVS AND OFF-ROAD RECREATIONAL VEHICLES**

**§ 496-7. - Operator and rider requirements.**

Any person who operates or rides as a passenger on an ATV/UTV within the village must meet the following requirements:

A. Any operator or passenger shall comply with all federal, state, and local laws, orders, regulations, restrictions, and rules. All ATV/UTV rules of operation outlined in Wis. Stats. § 23.33 and Wis. Admin. Code ch. NR 64 are adopted and incorporated in this article.

B. No person may operate an ATV or UTV upon any public highway, street or alley, or upon any sidewalk or parkway without a valid driver's license and being a minimum of 16 years of age. Every person who operates an ATV/UTV on a segment of village road which is designated as an ATV/UTV route shall have in his or her immediate possession a valid motor vehicle operator's license and shall display the license document upon demand from any law enforcement officer or official described in Wis. Stats. § 23.33(12).

C. No person may operate an ATV/UTV while under the influence of intoxicating liquor, fermented malt beverages, narcotics or other controlled substances. Operators will be held to the same enforcement, expectations, permissions, penalties, and restrictions, in addition to all other standards adopted by Wisconsin Statutes, which apply to the offense of driving a motorized vehicle under the influence of alcohol, drugs, and/or other chemical agents which impair an operator's safe use of a motorized vehicle.

D. Every person who operates an ATV/UTV on a segment of Village road which is designated as an ATV/UTV route, and/or every ATV/UTV operated on a segment of Village road which is designated as an ATV/UTV route, shall carry liability, and/or other insurances consistent with Wisconsin state law, for the operation of a motorized vehicle.

E. The speed limit for ATVs/UTVs shall be established at not greater than 30 miles per hour or the speed limit for automobiles, whichever is lower, on all segments of village roads designated as ATV/UTV routes.

F. Operators shall ride in single file.



G. All ATVs/UTVs must operate with fully functional headlamps, tail lamps, and brake lights.

H. All operators shall have a liability insurance policy in force on any ATV or UTV operated on an ATV/UTV route or trail. The liability insurance policy must have the following minimum coverages:

- (1) \$10,000.00 for property damage.
- (2) \$25,000.00 for the injury or death of one person.
- (3) \$50,000.00 for the injury or death of more than one person.

I. No person shall operate an ATV/UTV within the village upon any public parks, or any lands operated or leased by the village, unless marked otherwise.

J. No person shall operate an ATV/UTV within the village upon any designated snowmobile trail, except on those snowmobile trails designated as open for all-terrain vehicle use.

K. Operators may not operate an ATV or UTV on an ATV/UTV route at any time before or after operating hours. Operating hours shall be from 6:00a.m. to midnight. ~~are designated as one hour before sunrise and one hour after sunset.~~

L. No person shall, while operating an ATV/UTV, engage in the practice of cruising on any authorized road. "Cruising" is defined as running all or part of the length of a roadway multiple times per day, back and forth, for any purpose other than departing or arriving at their residence or place of lodging.

M. Exhaust system/muffler modifications are prohibited. No person shall operate on a village route any ATV/UTV unless such ATV/UTV is equipped with an adequate muffler in constant operation and properly maintained to prevent any excessive or unusual noise or annoying smoke.

(Ord. No. 13-09, 7-9-2013; Ord. No. 20-15, 6-23-2020)