

PO Box 159
242 Fredonia Avenue
Fredonia, WI 53021
Phone: 262-692-9125
Fax: 262-692-2883



Administrator: Christophe Jenkins
admin@fredoniawi.gov
Clerk: Michelle T. Johnson
clerk@fredoniawi.gov
Treasurer: Melissa Depies
treasurer@fredoniawi.gov

AGENDA

FREDONIA VILLAGE BOARD MEETING **Thursday, March 7th, 2024 at 7:00 PM** Fredonia Government Center - Board Room 242 Fredonia Avenue, Fredonia, Wisconsin

THE FOLLOWING BUSINESS WILL BE BEFORE THE VILLAGE BOARD FOR INITIATION, DISCUSSION, CONSIDERATION, DELIBERATION AND POSSIBLE FORMAL ACTION

1. Call to Order
2. Pledge of Allegiance / Roll Call
3. Public Comments
Please note public comments are limited to five minutes per person
4. Consent Agenda:
 - a) Approve Minutes of February 15th, 2024 Village Board Meeting
 - b) Approve General Fund, Water and Sewer Invoices
5. Report on Village Committees by:
 - a) Finance Committee
 - b) Planning Commission
6. Items for Discussion and/or Action
 - a) Motion to Approve Certified Survey Map (CSM)# 2024-01 Combining 824-836 Fredonia Ave, Parcel Number 090500120006, and a Portion of Parcel Number 090500122051; Applicant: St. John's Lutheran Church, Agent: Same.
 - b) Motion to Approve Contract for the Business Park Expansion Project, Contract 1-2024, with Kruczek Construction Inc. in the Amount of \$2,649,000.00.
 - c) Discussion of Proposed Golf Cart Ordinance
 - d) Motion to Approve Updated Village Financial and Purchasing Policy as Recommended by the Finance Committee.

- e) Motion to Approve Investment of TID Debt Proceeds by Ehlers.
- f) Motion to Approve Resolution 2024-03: A Resolution in Opposition to Senate Bill 691
- g) Motion to Enter into Closed Session Pursuant to State Statute 19.85(1)(c) Considering Employment, Promotion, Compensation or Performance Evaluation Data of Any Public Employee Over Which the Governmental Body Has Jurisdiction or Exercises Responsibility (Village Administrator Performance Review).

7. Correspondence

8. Items for Future Consideration by Village Board

9. Adjournment

UPCOMING MEETINGS:

150th Anniversary Subcommittee- March 7th, 2024

Village Board – March 21st, 2024

Public Safety Committee- March 19th, 2024

Possible: Public Works Committee-March 19th, 2024

Planning Commission- April 1st, 2024

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the village clerk at (262) 692-9125.

VIEW/ATTEND MEETING VIA ZOOM

The Village of Fredonia will be utilizing ZOOM as a part of the Village Board meetings. All meetings will adhere to Wisconsin Open Meetings Laws and follow guidance provided by the WI Department of Justice. **The public is able to attend public meetings in person.** ZOOM is intended to provide an additional option for the public to join the meeting via computer, iPad, tablet, or telephone.

We ask that you have your microphone muted. The Village reserves the right to mute disruptive attendees.

The Village President will recognize anyone wishing to talk at the appropriate time and ask you to make your comments.

Michelle Johnson is inviting you to a scheduled Zoom meeting.

Topic: Village Board of Trustees

Time: Mar 7, 2024 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82933845210>

Meeting ID: 829 3384 5210

One tap mobile

+13017158592,,82933845210# US (Washington DC)

+13052241968,,82933845210# US

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FREDONIA VILLAGE BOARD MEETING MINUTES

Thursday, February 15th, 2024 at 7:00 PM

Fredonia Government Center - Board Room
242 Fredonia Avenue, Fredonia, Wisconsin

1. President Gehrke called the meeting to order at 7:00PM, followed by the Pledge of Allegiance.
2. Trustees Present: President Gehrke, Trustee Paape, Trustee Haas, Trustee Abegglen, Trustee Dohrwardt, Trustee Bartz, Trustee Meyle.
Staff Present: Administrator Jenkins, DPW Director Paulus, Treasurer Depies, Clerk Johnson
Members of the Public: Natalie Eippert, Jessica Franck, Mark Buechler, various residents
3. **Public Comments:** *Trustee Bartz reminded the Board of the upcoming Winter Walk at Marie Kraus Park. President Gehrke stated that the DPW had collected the Village's Christmas trees to use in a bonfire that evening.*
4. **Motion to Approve Minutes of February 1st, 2024 Village Board Meeting and General Fund, Water and Sewer Invoices** made by Trustee Haas.
Seconded by Trustee Meyle.
Passed by unanimous voice vote.
5. Report on Operations of Village by:
 - a) **Village President:** *President Gehrke thanked the DPW crews for their efforts clearing the snow during the most recent snow event. He stated that they got a shout out from a resident and that the Village's streets were cleared in time for the morning commute.*
 - b) **Village Administrator:** *Administrator Jenkins reviewed his filed report. He stated that talks would continue with Hillcrest regarding a plan to move excess fill. He shared that there is a potential land sale in TID #3. He toured Badger Paperboard as part of the Business of the Month series. He stated that tax collection is complete. Treasurer Depies worked diligently with the auditor to complete the annual audit. The lab received further State approvals and client onboarding continues. He said that the Coffee with the Village event had a good turnout, that he and Clerk Johnson completed another election training with Village and Town election inspectors, and he continues work on Parks and Recreation events, including the Winter Walk. He shared that PWSB has committed to a significant contribution to the splash pad and will share details as soon as possible. Administrator Jenkins reviewed the monthly financial report.*
 - c) **Village Marshal:** Not present, report on file.

- d) **Fire Chief:** Not present, no report filed.
- e) **Public Works/Wastewater Treatment Plant:** *Director Paulus said that winter operations have been challenging due to ongoing equipment failures. The plow truck overheated and broke down within the first 40 minutes of plowing in the most recent snow event. He has already invested \$20,000 in repairs that he will not recoup if the Village sells the plow. He stated that he can't plow the Village with just one plow truck and expressed frustration that it took his team 10 hours to get to the Industrial Park due to lack of proper equipment. Trustee Paape said that the equipment issues are very serious, especially during large snowfall events. Administrator Jenkins said that a new plow truck is in the CIP for 2026, and asked Director Paulus what the timeline is to purchase the truck. Director Paulus responded that it is a two year wait plus six months for outfitting the truck. He stated that there may be a change in emissions standards by 2027 and the change could potentially add another \$30,000 to the cost. Trustee Paape asked about looking at plow trucks that are not brand new. Director Paulus responded that, since Covid, the County doesn't rotate trucks as often. President Gehrke said that he looked at used plow trucks, and what he was able to find were rusted and had high mileage. He wouldn't want to purchase an expensive used truck and be in the same position the Village is in now. Director Paulus added that both snow blowers broke in the most recent snow event. Trustee Paape suggested investing in a blower that would blow snow into the back of the dump truck. He stated that the Board must address infrastructure and equipment needs. Director Paulus went on to share that the lab was now certified in testing for e coli and nitrates and is the only lab in the county with those certifications. He said that he met with a municipality going through a plant upgrade. This municipality budgeted \$1.5 million for the upgrade and bids came back at \$2.5 million. President Gehrke said the lab certifications are another win for the Village. He asked the board to dedicate money for new equipment in future budgets to make the Village safe. Trustee Dohrwardt stated the municipalities have been operating on a shoestring budget for six to eight years.*
- f) **Clerk:** *Clerk Johnson highlighted the scheduled Board of Review and Open Book dates. She shared that staff had been consciously communicating the upcoming village-wide revaluation through a mailing in their tax bills and multiple blurbs in newsletters. She stated that she and Administrator Jenkins had completed the final training for election workers, and they wouldn't have to administer another large group training until 2026. President Gehrke shared that an attendee to the Coffee with the Village event had referenced the informational letter sent in the tax bills and was reassured by the explanation of the revaluation.*
- g) **Treasurer:** *Treasurer Depies stated that audit had been busy. She said there had been a hiccup with receipting credit card payments of tax bills but that she was working with the County to straighten it out.*
- h) **Ozaukee County District 2 Supervisor:** *Trustee Haas shared that the old button factory in the Town of Fredonia is caving in and leaning into the road. Trustee Meyle asked for further information. Trustee Haas explained the location of the button factory and that the county had made an offer to purchase the property, but the owner rejected the offer. Trustee Haas felt like the owner is looking for a golden parachute. The County and DNR have stepped in, and Trustee Haas is hopeful that the lot can be turned into a park at some point.*
- i) **Mid-Moraine Municipal Association Designated Representative:** *Trustee Dohrwardt learned at the recent meeting that Washington County is working with municipalities and developers to force housing prices down by building small houses on small lots with a goal of building 1,000 units over the next ten years. 75 % of these homes would be sold for under \$325,000 and the remaining 25% for under \$420,000. Trustee Dohrwardt was*

concerned about how to ensure that these houses wouldn't be built cheaply. He said the units would be owner occupied and there would be down payment loans that could be worked off with community service. Trustee Dohrwardt said that he would like to see this plan work before considering implementing it locally. President Gehrke thought that the plan might be based on work being done in Sheboygan County. They are trying to build affordable homes, but the margins are so slim that builders don't want to build these homes. He added that there are many efficiencies that can be considered, but the cost of labor is still high. Trustee Dohrwardt stated that he would be bringing a resolution to the Board in opposition to Senate Bill 691.

6. Items for Discussion and/or Action

- a) Introduction of Ordinance 2024-02 Pertaining to the Use of Golf Carts on Village Streets:** Resident Mark Beuchler asked the Board to consider allowing golf carts on Village streets. He cited an ordinance in the Village of Belgium that he felt would be an appropriate template to keep property and people safe. Mr. Buechler stated that he wasn't asking for consideration of ATVs or UTVs, as they are loud and possibly dangerous. He added that most Village streets are nice and wide enough to accommodate traffic and golf carts. Trustee Paape asked if Mr. Buechler knew the traffic count on Belgium's main streets. Administrator Jenkins researched it and found that Belgium's traffic count was slightly higher than Fredonia's. Mr. Beuchler said the proposed ordinance could restrict use on busier streets. Trustee Haas stated that safety is a major concern, and that the ordinance would have to be crystal clear on where golf carts would be allowed. President Gehrke read a statement from a concerned resident who felt that golf carts pose a risk to the blind and handicapped residents of the Village. The concerned resident asked the Board to protect the blind and handicapped residents of the Village by not allowing golf carts. Trustee Paape asked Mr. Buechler if he was aware of any issues with the ordinance in Belgium. Mr. Buechler responded that he had contacted the clerk in the Village of Belgium and that she registers 10-12 golf carts annually and there have been no issues. Trustee Meyle said that golf carts could go 25 mph max, and that speed is not a concern. Trustee Abegglen said that his concern is for the safety of the people ON the golf carts as the cart has no protection around the occupants. Trustee Haas felt this ordinance was worth investigating further, and Trustee Abegglen agreed it was worth discussing. Trustee Dohrwardt stated that it would be prudent to see if this was something that would be likely to pass before spending money on legal review. He would need to be convinced to change his vote from what it was when the Board discussed ATV's. President Gehrke said that other towns and villages use these vehicles and must stop when they get to Fredonia. Trustee Paape agreed with Trustee Dohrwardt about spending money on legal review. Administrator Jenkins suggested that the ordinance could be passed contingent on legal review. Trustee Bartz said that Saukville had recently discussed the use of golf carts and wondered what the result had been. She also suggested that the board reconsider the use of ATVs and UTVs in the Village. Trustee Haas stated that if the Board considers ATVs and UTVs as part of this ordinance proposal, he will vote against it. Clerk Johnson said that she would format Belgium's golf cart ordinance to fit into the Village's ordinances. Administrator Jenkins said as this moves forward, the ordinance would be formatted by Clerk Johnson, be sent to Marshal Davel for review, and then to legal for a final review before being brought back to the Board.

b) **Motion to Approve Attendance to the Clerks and Treasurers Institute by Treasurer Depies and Clerk Johnson** made by Trustee Dohrwardt.
Seconded by Trustee Abegglen.
Passed by unanimous voice vote.

c) **Motion to Approve Updates and Upgrades to GIS: Storm, Sanitary and Water, Not to Exceed \$6,000** made by Trustee Haas.
Seconded by Trustee Meyle.
Director Paulus stated this is a budgeted item and would update the Village's GIS. Trustee Dohrwardt asked if this had to do with populating layers. Director Paulus responded that it updated the storm, sewer, and water layers that had last been updated in 2022. The update would include the addition of several dashboards, clean it up, and make the program more user-friendly. He said that the DNR requires reports on sewer cleaning and this update helps with the inspection report.
Passed by unanimous voice vote.

d) **Discussion and Possible Action on Commercial Inspection Services:** Passed over.

7. **Motion to Adjourn into Closed Session Pursuant to WI State Statute 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Consideration of Offer to Purchase a Portion of Parcel #09-035-15-011.00, Located in TID # 3** made by Trustee Abegglen.

Seconded by Trustee Haas.

Passed by unanimous roll call vote.

President Gehrke: Aye

Trustee Paape: Aye

Trustee Haas: Aye

Trustee Abegglen: Aye

Trustee Dohrwardt: Aye

Trustee Bartz: Aye

Trustee Meyle: Aye

8. **Motion to Adjourn into Open Session** made by Trustee Abegglen.

Seconded by Trustee Haas.

Passed by unanimous roll call vote.

President Gehrke: Aye

Trustee Paape: Aye

Trustee Haas: Aye

Trustee Abegglen: Aye

Trustee Dohrwardt: Aye

Trustee Bartz: Aye

Trustee Meyle: Aye

9. **Motion to Counter the Offer to Purchase a Portion of Parcel #09-035-15-011.00 from Greatland Electric, Dated February 5th, 2024, With Lines 654 and 655 Changed to Read "At Buyer's Expense"** made by Trustee Bartz.

Seconded by Trustee Meyle.

Passed by unanimous voice vote.

10. **Correspondence:** None

11. Items for Future Consideration by Village Board: *Trustee Abegglen reminded the Board of a proclamation made four years ago recognizing the talents of a local student athlete. He would like to acknowledge the athletic and citizen achievements of another exceptional student athlete and would bring a proclamation to the first meeting in April. Trustee Bartz shared that she heard from a resident who appreciated that committee level meetings are now being streamed via Zoom. President Gehrke suggested using Facebook Live in addition to Zoom to make meetings even more accessible.*

12. Motion to Adjourn made by Trustee Haas.
Seconded by Trustee Meyle.
Passed by unanimous voice vote.

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3/05/2024

9:02 AM

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GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

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Voucher Nbr	Check Date	Payee	Amount
	3/04/2024	1ST AYD CORPORATION	
		CAN LINERS/ROLL TOWELS	
100-00-55200-350-000		PARKS REPAIR/MAINT	221.13
		CAN LINERS/ROLL TOWELS	
		PSI681294	
		Total	221.13
	3/05/2024	AIRGAS USA, LLC	
		OXYGEN	
350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	133.40
		OXYGEN	
		5505955564	
		Total	133.40
	3/05/2024	AURORA MEDICAL CENTER GRAFTON LLC	
		PHARMACY ITEMS	
350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	9.10
		PHARMACY ITEMS	
		136-CI0000202	
		Total	9.10
	3/04/2024	BACKFLOW PREVENTION SERVICES LLC	
		BACKFLOW PREVENTER ASSEMBLY TESTING	
660-00-53610-000-852		OUTSIDE SERVICES EMPLOYED	300.00
		BACKFLOW PREVENTER ASSEMBLY TESTING	
		780546	
		Total	300.00
	3/05/2024	BADGER METER, INC.	
		BEACON HOSTING SERVICE	
600-00-53700-000-682		CONTRACTUAL SERVICES	227.37
		BEACON HOSTING SERVICE	
		80153713	
		Total	227.37
	3/04/2024	BAKER TILLY VIRCHOW KRAUSE, LLP	
		AUDITING SERVICES	
600-00-53700-000-682		CONTRACTUAL SERVICES	1,619.00
		AUDITING SERVICES	
		BT2688499	
660-00-53610-000-852		OUTSIDE SERVICES EMPLOYED	1,619.00
		AUDITING SERVICES	
		BT2688499	
400-00-51510-210-000		SPECIAL ACCOUNTING & AUDITING	1,619.00
		AUDITING SERVICES	
		BT2688499	
350-00-52230-306-000		OPERATING EXP. - MISCELLANEOUS	810.00
		SUDITING SERVICES	
		BT2688499	

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Voucher Nbr	Check Date	Payee	Amount
100-00-51420-125-000		AUDIT & BOOKKEEPING	14,577.00
		AUDITING SERVICES	
		BT2688499	
		Total	20,244.00

3/04/2024 BEAR GRAPHICS, INC

CHECKS/VOTER TALLY SLIPS

100-00-51440-390-000		ELECTION OTHER SUPPLIES/EXPEN	184.98
		VOTER TALLY SLIPS	
		0934688	
100-00-51600-390-000		SUPPLIES/EXPENSES VILLAGE HALL	90.97
		CHECKS	
		0934990	
600-00-53700-000-681		OFFICE SUPPLIES	90.96
		CHECKS	
		0934990	
660-00-53610-000-851		OFFICE EXPENSE	90.96
		CHECKS	
		0934990	
		Total	457.87

3/04/2024 BELLIN HEALTH

DOT TESTING ADMIN FEES

100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	60.00
		DOT TESTING ADMIN FEES	
		14032896	
		Total	60.00

3/04/2024 BUBLITZ PLUMBING & HEATING, INC.

SEWER CLEAN OUT DOLLAR GENERAL

660-00-53610-000-831		MAINTENANCE-COLLECTION SYSTEM	760.00
		SEWER CLEAN OUT DOLLAR GENERAL	
		27020	
		Total	760.00

3/04/2024 CHARTER COMMUNICATIONS

SPECTRUM INTERNET FD

350-00-52280-801-000		AMBULANCE EXP-UTILITIES	269.12
		SPECTRUM INTERNET FD	
		0021708020924	
		Total	269.12

3/04/2024 COMPARIN, CALVIN L.

CLEANING SERVICES-JAN

100-00-51600-350-000		REPAIR/MAINTENANCE VILLAGE HAL	180.00
		CLEANING SERVICES-JAN	
		723	
		Total	180.00

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GENERAL CHECKING & MONEY MARKET

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Voucher Nbr	Check Date	Payee	Amount
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	3/04/2024	DIGICORP, INC.	
		EMAIL ISSUE ASSISTANCE	
100-00-51600-400-000		TECHNOLOGY VILLAGE HALL	100.00
		EMAIL ISSUE ASSISTANCE	349884
		Total	100.00
<hr/>			
	3/04/2024	EMERGENCY MEDICAL PRODUCTS, INC.	
		MEDICAL SUPPLIES	
350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	974.19
		MEDICAL SUPPLIES	2610349
350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	366.26
		MEDICAL SUPPLIES	2611278
350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	8.61
		MEDICAL SUPPLIES	2616252
350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	-16.65
		RETURN	RGA044758
350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	-123.60
		RETURN	RGA045942
		Total	1,208.81
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	3/04/2024	ENERGENECS, INC.	
		SCADA UPGRADE	
660-00-53610-000-900		CAPITAL PROJECTS	9,877.49
		SCADA UPGRADE	0047112-IN
600-00-53700-000-910		WATER CAPITAL EQUIPMENT	6,585.00
		SCADA UPGRADE	0047112-IN
		Total	16,462.49
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	3/04/2024	FISCHER'S FLEET SERVICE, INC.	
		PLOW TRUCK REPAIRS	
100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	4,366.08
		PLOW TRUCK REPAIRS	70759
		Total	4,366.08
<hr/>			
	3/05/2024	FRONTIER	
		TELEPHONE/INTERNET	
100-00-51600-221-000		TELEPHONE VILLAGE HALL	152.85
		VILLAGE HALL	022024

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Voucher Nbr	Check Date	Payee	Amount
660-00-53610-000-851		OFFICE EXPENSE	490.42
		TREATMENT PLANT	022024
100-00-53270-221-000		TELEPHONE BUILDINGS/GROUNDS	80.70
		DPW SHOP	022824
		Total	723.97
<hr/>			
	3/04/2024	GENERAL CODE, LLC	
		CODE UPDATES	
100-00-51420-310-000		ADMIN OFFICE SUPPLIES	10,917.00
		CODE UPDATES	PG000035423
		Total	10,917.00
<hr/>			
	3/04/2024	HAWKINS, INC.	
		AZONE	
600-00-53700-000-630		CHEMICALS FOR WATER	852.48
		AZONE	6695270
		Total	852.48
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	3/04/2024	HEINEN, BRANDON	
		CLOTHING ALLOWANCE	
100-00-53270-130-000		BLDGS & GROUNDS EMPLOYEE BEN	178.30
		CLOTHING ALLOWANCE	
		Total	178.30
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	3/04/2024	HYDROCORP	
		CROSS CONNECTION CONTROL	
600-00-53700-000-682		CONTRACTUAL SERVICES	555.00
		CROSS CONNECTION CONTROL	0076843-IN
600-00-53700-000-682		CONTRACTUAL SERVICES	240.00
		CROSS CONNECTION CONTROL	0076590-IN
		Total	795.00
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	3/04/2024	IDEXX DISTRIBUTION INC.	
		COLI COMPARATOR	
630-00-54110-000-827		LAB SUPPLIES & EXPENSES	70.94
		COLI COMPARATOR	3146040005
		Total	70.94
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	3/04/2024	J.F. AHERN CO	
		5 YR INSPECTION SPRINKLER	

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Voucher Nbr	Check Date	Payee	Amount
350-00-52220-207-000		MAINTENANCE - BUILDING	1,810.00
		5 YEAR INSEPCION SPRINKLER	
		632989	
		Total	1,810.00
3/04/2024 JIMMY B'S FREDONIA AUTOMOTIVE			
SEWER CLEAN TRAILER REPAIRS			
660-00-53610-000-852		OUTSIDE SERVICES EMPLOYED	936.32
		SEWER CLEAN TRAILER REPAIRS	
		Total	936.32
3/04/2024 JOHN DEERE FINANCIAL			
TRUCK REPAIRS			
100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	612.68
		TRUCK REPAIRS	
		F07173	
		Total	612.68
3/04/2024 LAABS, JASON			
CLOTHING ALLOWANCES			
100-00-53270-130-000		BLDGS & GROUNDS EMPLOYEE BEN	268.97
		CLOTHING ALLOWANCD	
		Total	268.97
3/04/2024 MENARDS-WEST BEND			
SEAT COVERS/CLEVIS PIN/TRAILER SIDE			
100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	16.58
		SEAT COVERS/CLEVIS PIN/TRAILER SIDE	
		75166	
		Total	16.58
3/04/2024 MID-MORAINNE MUNICIPAL ASSOCIATION			
MEMBERSHIP DUES			
100-00-51100-320-000		DUES & CONVENTIONS	320.61
		2024 MEMBERSHIP DUES	
		DS2024	
		Total	320.61
3/04/2024 MIDWEST METER INC.			
2" METER/CABLE/CELLULAR LTE			
600-00-53700-000-640		SUPPLIES & EXPENSES	1,640.00
		2" METER/CABLE/CELLULAR LTE	
		0164513-IN	
		Total	1,640.00

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	3/04/2024	MUNICIPAL ENVIRONMENTAL GROUP-WASTEWATER DIV	
		2024 MEMBERSHIP DUES	
660-00-53610-000-856		MISCELLANEOUS EXPENSE	249.70
		2024 MEMBERSHIP DUES	021524
		Total	249.70
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	3/04/2024	MUTUAL OF OMAHA	
		SHORT TERM DISABILITY-FEB/MARCH	
100-00-51420-132-000		ADMIN HEALTH INS	60.48
			001661047956
600-00-53700-000-686		EMPLOYEE INS/RETIRE	32.76
			001661047956
660-00-53610-000-854		SEWER INS/RETIRE	57.96
			001661047956
350-00-52280-803-000		INSURANCE-AMBULANCE	25.20
			001661047956
350-00-52300-000-000		PARAMEDIC	50.40
			001661047956
100-00-53300-132-000		STREET & HWY. MAINT HEALTH INS	50.40
			001661047956
		Total	277.20
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	3/05/2024	NAPA PARTS AT RANDOM	
		FUEL/OIL/AIR FILTERS	
100-00-53270-350-000		REPAIR/MAINTENANCE (SHOP)	412.17
		FUEL/OIL/AIR FILTERS	798577
		Total	412.17
<hr/>			
	3/04/2024	NEUENS FREDONIA LUMBER LLC	
		MISC PARTS/SUPPLIES	
100-00-53270-350-000		REPAIR/MAINTENANCE (SHOP)	17.26
		MOUSE TRAPS/MISC SALES	2402-666281
100-00-53270-350-000		REPAIR/MAINTENANCE (SHOP)	29.96
		BATTERIES	2402-666300
100-00-53270-350-000		REPAIR/MAINTENANCE (SHOP)	4.79
		2x4 LUMBER	2402-666615
630-00-54110-000-827		LAB SUPPLIES & EXPENSES	12.64
		1x6 TREATED MCA	2402-666714
100-00-53300-350-000		REPAIR/MAINTENANCE STREETS	41.68
		TREATED MAIL BOX POST	2402-666961

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Dated From:

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Thru Account:

Voucher Nbr	Check Date	Payee	Amount
630-00-54110-000-827		LAB SUPPLIES & EXPENSES	16.99
		DOZER HOLE SAW	2402-667006
100-00-53270-350-000		REPAIR/MAINTENANCE (SHOP)	11.96
		DRILL BITS	2402-667111
660-00-53610-000-834		MAINTENANCE BUILDINGS/GROUNDS	7.91
		DRILL BIT	2402-667162
100-00-55200-350-000		PARKS REPAIR/MAINT	217.34
		2x8 TREATED MCA	2402-667204
Total			360.53

3/04/2024 NORTH CENTRAL LABORATORIES, INC.

LAB SUPPLIES

630-00-54110-000-827		LAB SUPPLIES & EXPENSES	1,239.77
		LAB SUPPLIES	499940
630-00-54110-000-827		LAB SUPPLIES & EXPENSES	28.38
		LAB SUPPLIES	499941
630-00-54110-000-827		LAB SUPPLIES & EXPENSES	1,071.92
		LAB SUPPLIES	500154
630-00-54100-000-630		LAB CHEMICALS	46.40
		LAB CHEMICALS	500154
630-00-54110-000-827		LAB SUPPLIES & EXPENSES	583.13
		LAB SUPPLIES	499284
Total			2,969.60

3/04/2024 NORTH SHORE P.W. ASSOCIATION

2024 MEMBERSHIP FEES

100-00-53300-350-000		REPAIR/MAINTENANCE STREETS	110.00
		2024 MEMBERSHIP FEES	2024
Total			110.00

3/04/2024 O'REILLY AUTO PARTS

O'RING/BULB/CAPSULE

100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	42.47
		O'RING/BULB/CAPSULE	5003-382510
Total			42.47

3/04/2024 OZAUKEE COUNTY ECONOMIC DEVELOPMENT CORP.

2024 MEMBERSHIP DUES

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Voucher Nbr	Check Date	Payee	Amount
100-00-56700-000-000		ECONOMIC DEVELOPMENT	750.00
	2024	MEMBERSHIP DUES	
		02142024	
Total			750.00

3/04/2024		OZAUKEE COUNTY HWY. DEPT.	
ROAD SALT/DIESEL FUEL			
100-00-53310-390-000		SALT SNOW/ICE CONTROL	6,517.78
		ROAD SALT	
		BILL0033503	
100-00-53240-351-000		GASOLINE/DIESEL HWY EQUIPMENT	1,248.51
		DIESEL FUEL	
		BILL0033503	
350-00-52230-302-000		OPERATING EXPENSE-FUEL	616.61
		DIESEL FUEL-FD	
		BILL0033404	
350-00-52230-302-000		OPERATING EXPENSE-FUEL	542.15
		DIESEL FUEL-FD	
		BILL0033507	
Total			8,925.05

3/04/2024		PORT PUBLICATIONS	
PUBLICATIONS			
110-00-53300-820-000		STREET & HWY CPTL IMPROVEMENTS	124.93
		STORM SEWER/CULVERT REPLACEMENT	
		00175609	
100-00-51440-390-000		ELECTION OTHER SUPPLIES/EXPEN	103.78
		ABSENTEE VOTING	
		00175665	
400-00-53300-820-000		CAPITAL IMPROVEMENTS STREETS	183.00
		BUSINESS PARK EXPANSION	
		00175580	
Total			411.71

3/04/2024		PUTERGEES	
MICROPHONE INSTALLATION			
110-00-51100-810-000		VILLAGE BOARD EQUIPMENT	400.00
		MICROPHONE INSTALLATION	
Total			400.00

3/04/2024		SECURIAN FINANCIAL GROUP	
LIFE/ACCIDENT INSURANCE			
100-00-51940-000-000		LIFE INSURANCE	215.06
		LIFE INSURANCE	
		APRIL24	
100-00-51960-000-000		HEALTH INSURANCE	50.88
		ACCIDENT INSURANCE	
		APRIL24	
Total			265.94

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Voucher Nbr	Check Date	Payee	Amount
	3/04/2024	SHERWIN-WILLIAMS CO.	
		PAINT	
600-00-53700-000-640		SUPPLIES & EXPENSES	402.75
		PAINT 2535-2	
		Total	402.75
	3/04/2024	STRAND ASSOCIATES, INC.	
		HIGHLAND DRIVE DESIGN	
110-00-53300-820-000		STREET & HWY CPTL IMPROVEMENTS	16,512.87
		HIGHLAND DRIVE DESIGN 0207397	
400-00-53100-210-000		HWY. & STREET ENGINEERING	33,173.28
		BUSINESS PARK EXPANSION 0207396	
		Total	49,686.15
	3/04/2024	SUBURBAN LABORATORIES, INC.	
		SEMI ANNUAL SAMPLING	
660-00-53610-000-852		OUTSIDE SERVICES EMPLOYED	545.38
		SEMI ANNUAL SAMPLING 222280	
		Total	545.38
	3/04/2024	TOTAL ENERGY SYSTEMS, LLC	
		GENERATOR REPAIRS	
350-00-52220-207-000		MAINTENANCE - BUILDING	902.00
		GENERATOR REPAIRS INV112712	
		Total	902.00
	3/04/2024	TRI COUNTY AIR INC	
		FILLING AIR BOTTLES	
350-00-52230-306-000		OPERATING EXP. - MISCELLANEOUS	374.00
		FILLING AIR BOTTLES	
		Total	374.00
	3/04/2024	UBS FINANCIAL SERVICE	
		LENGTH OF SERVICE PROGRAM	
350-00-52230-308-000		LOSA PROGRAM	479.20
		LENGTH OF SERVICE PROGRAM 23LOSA-B	
		Total	479.20
	3/04/2024	WALDSCHMIDT'S TOWN & COUNTRY MART	
		PLOW SHOE SHIPPING	

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100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	7.50
		PLOW SHOE SHIPPING	
		857498B	
		Total	7.50
<hr/>			
	3/04/2024	WASTEWATER TRAINING SOLUTIONS	
		LAB TRAINING	
630-00-54120-000-930		LAB CERTIFICATIONS	165.00
		LAB TRAINING	
		03121324	
		Total	165.00
<hr/>			
	3/04/2024	WE ENERGIES	
		GAS/ELECTRIC-FEB	
100-00-51600-220-000		ELECTRIC VILLAGE HALL	534.47
		FGC ELECTRIC	
		4931689895	
100-00-51600-223-000		GAS VILLAGE HALL	115.07
		FGC GAS	
		4931689895	
100-00-55200-220-000		PARKS ELECTRIC	29.31
		MARIE KRAUS PARK	
		4931812633	
660-00-53610-000-821		FUEL & POWER EXPENSE	667.32
		HMTR WASTE WATER GAS	
		4932294438	
350-00-52230-302-100		OPERATING EXPENSE-GAS/OIL	586.37
		HMTR-201 S MILW- GAS	
		4932323514	
100-00-52100-223-000		GAS UTILITY POLICE	148.59
		416 FREDONIA AVE	
		4932380953	
100-00-53270-223-000		GAS BUILDINGS (SHOP)	649.01
		GARAGE-420 WHEELER AVE-GAS	
		14932138662	
660-00-53610-000-821		FUEL & POWER EXPENSE	99.62
		LIFT STATION-954 RIDGEWAY-ELECTRIC	
		4931516294	
660-00-53610-000-821		FUEL & POWER EXPENSE	14.55
		LIFT STATION-954 RIDGEWAY-GAS	
		4931516294	
100-00-55200-220-000		PARKS ELECTRIC	24.68
		REGAL DR-ELECTRIC	
		4931136962	
350-00-52230-302-400		OPERATING EXPENSE-ELECTRIC	1,315.21
		FIRE STATION-ELECTRIC	
		4931740264	
100-00-55200-220-000		PARKS ELECTRIC	28.46
		FIREMANS PARK-AREA LIGHTING	
		4932297426	
100-00-53270-220-000		ELECTRIC BUILDINGS/GROUNDS	229.78
		MAINT BLDG 420 WHEELER	
		4932338796	

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100-00-53420-220-000		ELECTRIC STREET LIGHTING	400.00
		HOLIDAY LIGHTING	
		4936509611	
		Total	4,842.44
<hr/>			
	3/04/2024	WISCONSIN DOCUMENT IMAGING	
		COPIES	
100-00-51600-400-000		TECHNOLOGY VILLAGE HALL	237.91
		COPIES	
		239419	
		Total	237.91
<hr/>			
	3/04/2024	ZOLL MEDICAL CORPORATION	
		LIFEBAND 3 PACK	
350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	447.86
		LIFEBAND 3 PACK	
		3893701	
		Total	447.86
<hr/>			
		Grand Total	137,406.78

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Total Expenditure from Fund # 100 - GENERAL FUND	44,617.15
Total Expenditure from Fund # 110 - CAPITAL PROJECTS	17,037.80
Total Expenditure from Fund # 350 - FIRE DEPARTMENT	9,579.43
Total Expenditure from Fund # 400 - TID NO. 3	34,975.28
Total Expenditure from Fund # 600 - WATER UTILITY	12,245.32
Total Expenditure from Fund # 630 - LABORATORY	3,235.17
Total Expenditure from Fund # 660 - SEWER UTILITY	15,716.63
Total Expenditure from all Funds	137,406.78



CSM/ Plat Review Application

242 Fredonia Ave
 PO Box 159
 Fredonia, Wisconsin 53021
 (262) 692-9125
<https://www.fredoniawi.gov/>

Date Filed	2/21/2024
Fee* \$250.00	✓403625

Owner's Information

Owner of Property	St John's Lutheran Church
Property Address	824 Fredonia Ave 824-836
City, State, Zip Code	Fredonia, WI 53021
Phone Number	262-692-2743 Tom Pauler 262-483-9059
Email	secretary.stjohnfredonia@gmail.com

Property Information

Subdivision Requested:	no
Does this property require a zoning change	<input checked="" type="radio"/> Yes <input type="radio"/> No
Proposed Use of Property:	Cemetary

Names and Addresses of Adjoining Property Owners

(Use Reverse if Needed)

1. Matthew B. Barnes, 140 Edmaro St.
2. Jeremie J. Dippel 144 Edmaro St.
3. Oehme living trust 158 Edmaro St.
4. Colin Dunn 166 Edmaro St.
5. Steven Knetter 174 Edmaro St.
6. John W Donald + Jane D Donald Family trust 167 Fillmore
7. Kathleen A. Watry 163 Fillmore St.
8. Bryon R Woelfel 139 Fillmore St.
9. Corinne A Nordby 137 Fillmore St.

I certify that the forgoing statements are true and correct to the best of my knowledge.

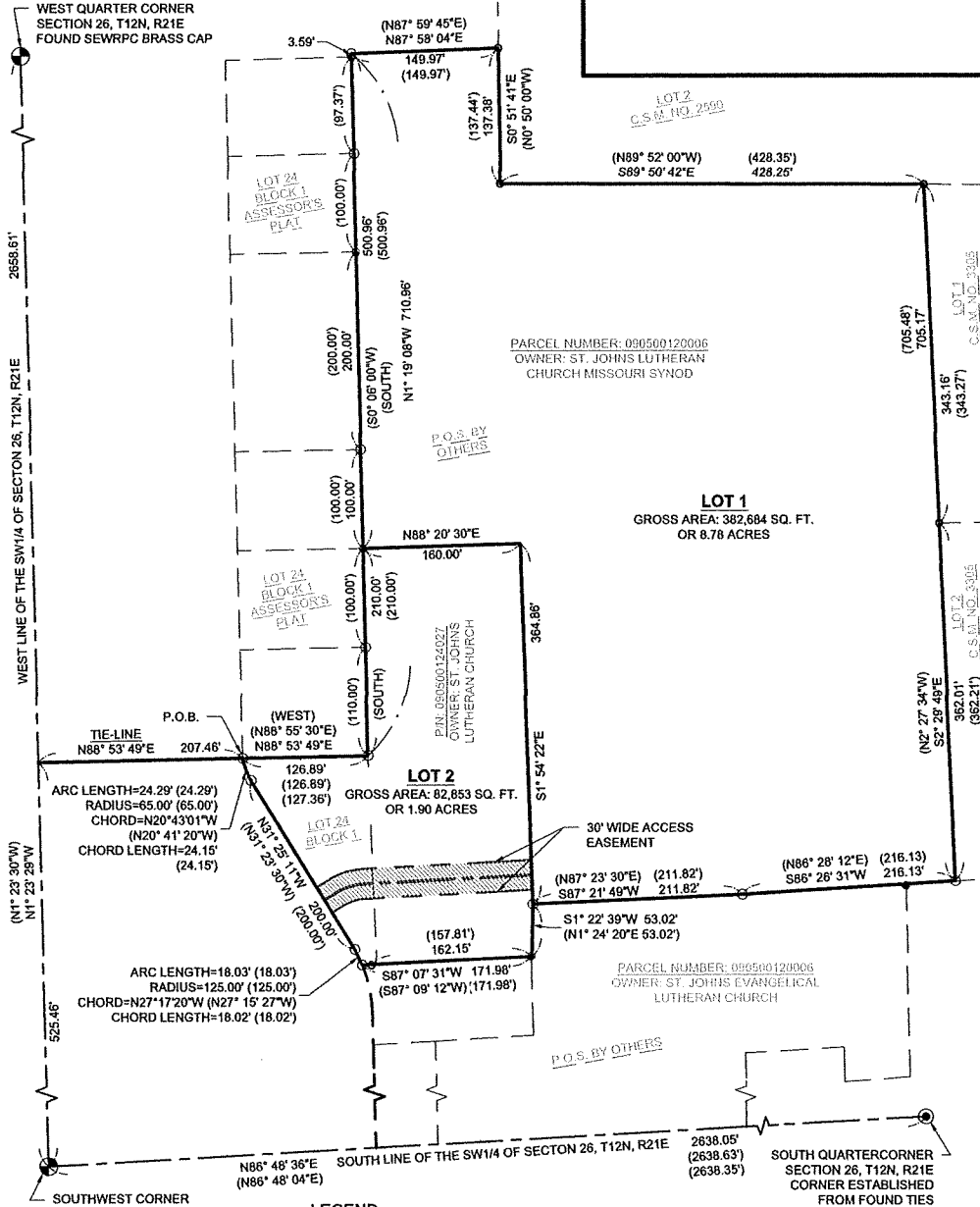
Signature of Owner: <i>John J Pauler</i> trustee
Address of Owner (if different from above):

Notice: This application must be complete and accurate, or it will be returned. CSM, survey, building plans, and/or drawings pertaining to this subdivision request must be included with this application before a hearing will be scheduled.

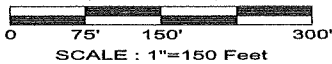
* Fee \$250 PLUS \$5 per lot PLUS any engineering, administrative, or special meeting costs related to the subdivision.

CERTIFIED SURVEY MAP NO. _____

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4-SW1/4), SECTION TWENTY-SIX (26), TOWNSHIP TWELVE (12) NORTH, RANGE TWENTY-ONE (21) EAST, VILLAGE OF FREDONIA, OZAUKEE COUNTY, WISCONSIN



BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SW1/4 OF SECTION 26, T12N, R21E, MEASURED TO BEAR N1° 23' 29"W. DATUM: WISCONSIN COUNTY COORDINATE SYSTEM, OZAUKEE COUNTY, U.S. FOOT



PREPARED BY:
RAMAKER & ASSOCIATES, INC.
855 COMMUNITY DRIVE
SAUK CITY, WI 53583
PHONE: (608) 643-4100
PROJECT NUMBER: 59628

PREPARED FOR/PROPERTY OWNER:
ST. JOHNS EVANGELICAL LUTHERAN CHURCH
ATTN: TOM PAULUS
824 FREDONIA AVENUE
FREDONIA, WI 53021

TRENT D. NELSON DATE: 02/16/2024
WISCONSIN PROFESSIONAL SURVEYOR #3132-8



CERTIFIED SURVEY MAP NO. _____

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4-SW1/4), SECTION TWENTY-SIX (26), TOWNSHIP TWELVE (12) NORTH, RANGE TWENTY-ONE (21) EAST, VILLAGE OF FREDONIA, OZAUKEE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, TRENT D. NELSON, WISCONSIN PROFESSIONAL LAND SURVEYOR NUMBER 3132-8, HEREBY CERTIFY:

THAT I HAVE SURVEYED AND MAPPED A CERTIFIED SURVEY MAP LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4-SW1/4) OF SECTION 26, TOWNSHIP 12 NORTH, RANGE 21 EAST, VILLAGE OF FREDONIA, OZAUKEE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT FOUND SEWRPC BRASS CAP MONUMENT LOCATING THE SOUTHWEST CORNER OF SAID SECTION 26;

THENCE N1°23'29"W, 525.46 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE N88°53'49"E, 207.46 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N88°53'49", 126.89 FEET TO A POINT ON THE EAST LINE OF LOT 24, BLOCK 1 OF ASSESSOR'S PLAT OF FREDONIA;

THENCE N1°19'08"W, 710.98 FEET ALONG THE EAST LINE OF LOT 24, BLOCK 1 OF ASSESSOR'S PLAT OF FREDONIA;

THENCE N87°58'04"E, 149.97 FEET;

THENCE S0°51'41"E, 137.38 FEET;

THENCE S89°50'42"E, 428.25 FEET;

THENCE S2°29'49"E, 705.17 FEET;

THENCE S86°26'31"W, 216.13 FEET;

THENCE S87°21'49"W, 211.82 FEET;

THENCE S1°22'39"W, 53.02 FEET;

THENCE S87°07'31"W, 171.98 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF EDMARO STREET AND THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 125.00 FEET, A DISTANCE OF 18.03 FEET, HAVING A CHORD N27°17'20"W, 18.02 FEET;

THENCE N31°25'11"W, 200.00 FEET ALONG THE EAST RIGHT-OF-WAY OF EDMARO STREET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST;

THENCE ALONG SAID CURVE HAVING A RADIUS OF 65.00 FEET, A DISTANCE OF 24.29 FEET, HAVING A CHORD N20°43'01"W, 24.15 FEET TO THE POINT OF BEGINNING;

ALONG WITH A 30' WIDE ACCESS EASEMENT.

THAT THE DESCRIBED CERTIFIED SURVEY MAP CONTAINS A GROSS AREA OF 465,537 SQUARE FEET OR 10.68 ACRES OF LAND, MORE OR LESS.

THAT THE DESCRIBED SURVEY MAP IS SUBJECT TO ALL EASEMENTS, AGREEMENTS OR OTHER ENCUMBRANCES & RESTRICTIONS OF RECORD.

THAT I HAVE COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF WISCONSIN STATE STATUTES, CHAPTER A-E 7 OF THE ADMINISTRATIVE CODE OF THE STATE OF WISCONSIN, THE SUBDIVISION REGULATIONS OF OZAUKEE COUNTY AND THE SUBDIVISION REGULATIONS OF THE VILLAGE OF FREDONIA TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.

THAT SUCH CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION MADE THEREOF.

THAT I HAVE MADE SUCH CERTIFIED SURVEY MAP UNDER THE DIRECTION OF THE ST. JOHNS EVANGELICAL LUTHERAN CHURCH, OWNER OF THE DESCRIBED LANDS.

TRENT D. NELSON
WISCONSIN PROFESSIONAL SURVEYOR #3132-8
DATE: 02/16/2024

REVIEW COPY ONLY

OWNER'S CERTIFICATE:

AS OWNER, I HEREBY CERTIFY THAT I CAUSED THE LANDS DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED & MAPPED AS REPRESENTED ON THE CERTIFIED SURVEY MAP.

I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING AGENCIES FOR APPROVAL OR OBJECTION:

- OZAUKEE COUNTY PLANNING AND PARKS DIVISION
- VILLAGE OF FREDONIA

ST. JOHNS EVANGELICAL LUTHERAN CHURCH

DATE

OZAUKEE COUNTY PLANNING DIVISION:

APPROVED BY THE PLANNING AND ZONING COMMITTEE OF OZAUKEE COUNTY ON THIS _____ DAY OF _____, 20____.

ANDREW STRUCK - DIRECTOR OF PLANNING AND PARKS DEPARTMENT

DATE

VILLAGE BOARD RESOLUTION:

RESOLVED THAT THIS CERTIFIED SURVEY MAP HEREBY IS APPROVED BY THE VILLAGE BOARD OF FREDONIA.

VILLAGE PRESIDENT

DATE

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A MOTION ADOPTED BY THE VILLAGE BOARD OF FREDONIA.

VILLAGE ADMINISTRATOR

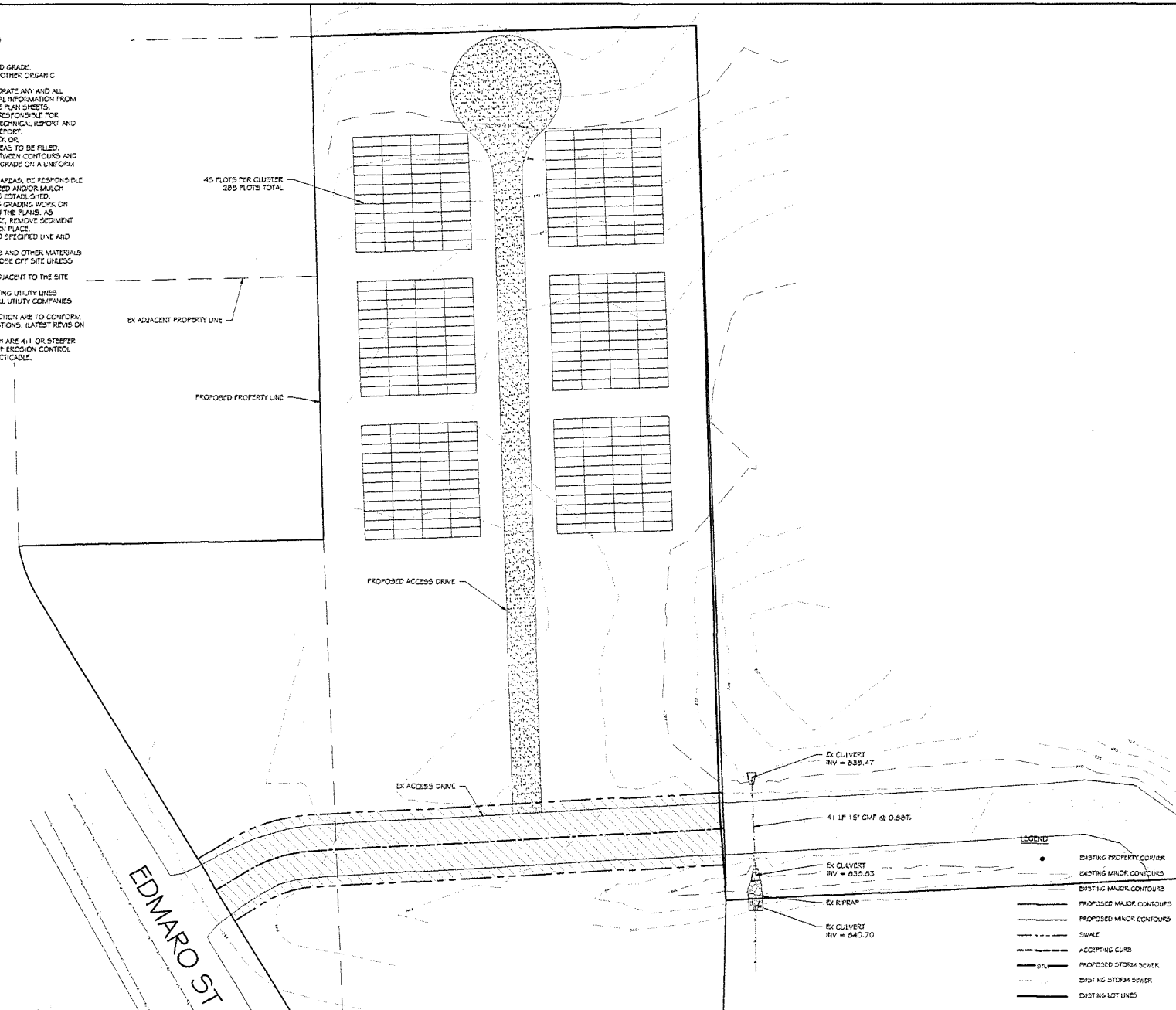
DATE



PREPARED BY:
RAMAKER & ASSOCIATES, INC.
855 COMMUNITY DRIVE
SAUK CITY, WI 53583
PHONE: (608) 643-4100
PROJECT NUMBER: 59628

PREPARED FOR/PROPERTY OWNER:
ST. JOHNS EVANGELICAL LUTHERAN
CHURCH
ATTN: TOM PAULUS
824 FREDONIA AVENUE
FREDONIA, WI 53021

- AREAS OF SITE**
- TOTAL AREA OF SITE = TBD ACRES
 - TOTAL AREA DISTURBED = TBD ACRES
- GRADING AND STORM DRAINAGE NOTES**
- ALL ELEVATIONS SHOWN ARE TO FINISHED GRADE.
 - CLEAR ALL TREES, BRUSH, STUMPS AND OTHER ORGANIC MATERIAL FROM AREAS TO BE FILLED.
 - AN EFFORT HAS BEEN MADE TO INCORPORATE ANY AND ALL APPLICABLE NOTES, DETAILS AND CRITICAL INFORMATION FROM THE GEOTECHNICAL REPORT ONTO THESE PLAN SHEETS. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE MOST UP-TO-DATE GEOTECHNICAL REPORT AND FAMILIARIZING THEMSELVES WITH SAID REPORT.
 - REMOVE ALL UNSUITABLE MATERIAL (MUD, OR NON-COMPACTABLE MATERIAL FROM AREAS TO BE FILLED.
 - CONTRACTOR SHALL WHEN GRADING BETWEEN CONTOURS AND BETWEEN POINTS OF SPOT ELEVATIONS, GRADE ON A UNIFORM SLOPE.
 - CONTRACTOR SHALL FOR ALL GRADED AREAS, BE RESPONSIBLE FOR REPLACING ERODED SOIL, GRASS SEED AND/OR MULCH UNTIL AN APPROVED STAND OF GRASS IS ESTABLISHED.
 - CONTRACTOR SHALL BEFORE BEGINNING GRADING WORK ON SITE, INSTALL SILT FENCE AS SHOWN ON THE PLANS. AS SEDIMENT BUILDS UP AROUND SILT FENCE, REMOVE SEDIMENT AND REPLACE WHERE EROSION HAS TAKEN PLACE.
 - EACH SECTION OF PIPE SHALL BE LAID TO SPECIFIED LINE AND LAID UPGRADE.
 - CONTRACTOR SHALL REMOVE ALL DEBRIS AND OTHER MATERIALS RESULTING FROM DEMOLITION AND DISPOSE OFF SITE UNLESS OTHERWISE ADVISED BY OWNER.
 - CONTRACTOR SHALL KEEP ALL ROADS ADJACENT TO THE SITE CLEAN DURING CONSTRUCTION.
 - CONTRACTOR SHALL BE AWARE OF EXISTING UTILITY LINES DURING PIPE LINE INSTALLATION. CALL ALL UTILITY COMPANIES FOR LOCATIONS ON SITE.
 - ALL ROADWAY AND DRAINAGE CONSTRUCTION ARE TO CONFORM TO LOCAL AGENCY STANDARD SPECIFICATIONS. (LATEST REVISION AT THE BEGINNING OF CONSTRUCTION.)
 - ALL NEWLY CONSTRUCTED SLOPES WHICH ARE 4:1 OR STEEPER MUST BE STABILIZED BY INSTALLATION OF EROSION CONTROL MATTING AND SEEDED AS SOON AS PRACTICABLE.



PRELIMINARY
 FOR REVIEW
 PURPOSES ONLY

MARK	DATE	DESCRIPTION
02	02/16/2023	DATE ISSUED
		ISSUE PRELIMINARY
		PROJECT TITLE:
		ST JOHN'S FREDONIA CEMETERY EXPANSION
		PROJECT OWNER:
		ST JOHN'S LUTHERAN CHURCH
		PROJECT LOCATION:
		824 FREDONIA AVE FREDONIA, WI 53021
		SHEET TITLE:
		STORM DRAINAGE & GRADING PLAN
		SCALE: 1" = 40'
		AS NOTED
		PROJECT NUMBER: 59628
		DRAWING NUMBER: C300

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Request for Board Consideration

Item Description: Award of Contract 1-2024 “Business Park Expansion”	
Report Prepared By: Administrator Jenkins	
Report Date: 3/5/24	Meeting Date: 3/7/24
Strategic Priority? <ul style="list-style-type: none"> ★ Smart Residential, Industrial, or Commercial Growth <ul style="list-style-type: none"> ○ Responsible Fiscal Priority ○ Supports Public Safety and Infrastructure ○ Encourages Open Communication and Collaboration ○ Strong Sense of Community 	
Fiscal Summary: \$2,649,000.00	
Budget Line Item: TID #3 - Fund 400	
Wisconsin Statute or Local Ordinance: N/A	
Background Analysis: As the Board is aware, the sale of developable lots and desire of contractors to construct sooner than expected prompted the Village to exercise borrowing authority that was previously approved and subsequently go out to bid for public construction of the rough grading, storm water management, and road/utility construction.	
Staff Comments: Bidding for public construction was conducted throughout the month of February 2024, and ended with nine bidders submitting proposals and resulting in a very competitive array of bidders. The original estimate for the project in its entirety was estimated to be ~\$3.5M, and the lowest bidder, Kruzcek Construction, came in at ~\$2.7M. Upon review of their references, they have been highly recommended for completing municipal work on like-sized projects over the last 5 years. We recommend approval of awarding the contract to the lowest bidder pursuant to WI State Statutes and look forward to working with them throughout this process.	
Administrator’s Recommendation: Approve	
Action Requested: Motion to Award Contract 1-2024 to Kruzcek Construction	
Attachments: <ol style="list-style-type: none"> 1. Fredonia Business Park Apparent Low Bidder Letter 2. Kruzcek Construction Bid Forms 	



Strand Associates, Inc.®
126 North Jefferson Street, Suite 350
Milwaukee, WI 53202
(P) 414.271.0771
www.strand.com

February 29, 2024

Mr. John Kruczek, President and Secretary
Kruczek Construction, Inc.
3636 Kewaunee Road
Green Bay, WI 54311

Re: Business Park Expansion
Contract 1-2024
Village of Fredonia

Dear Mr. Kruczek:

On February 29, 2024, Bids were received for the above-referenced Project. Your firm is the apparent low Bidder.

We have enclosed a sample of the Acord Certificate of Liability Insurance. Please forward this sample to your insurance carrier and have them review promptly. Please forward any questions regarding insurance as soon as possible to expedite processing of the policies. Note that the insurance certificate often omits naming OWNER and ENGINEER as additional insureds, omits specified endorsements, and/or does not include the required umbrella policy. In addition, all completed operations insurance shall remain in effect for at least three years after final payment. Please bring these items to your insurance carrier's attention.

Sincerely,

STRAND ASSOCIATES, INC.®

Isak P. Fruchtman, P.E.

Enclosures

c: Mr. Christophe Jenkins, Village Administrator, Village of Fredonia, Wisconsin



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Contractor	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Insurance Company	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		
		NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>					EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS Unmanned Aerial Vehicle Liability		<input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>					EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/>	N/A			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
	INSTALLATION FLOATER						SEE SC-6.04

SPECIMEN

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Business Park Expansion, Contract 1-2024, Village of Fredonia, Wisconsin

The Village of Fredonia and Strand Associates, Inc. are additional insured with respect to General Liability, Automobile Liability, Unmanned Aerial Vehicle Liability, and Excess/Umbrella Liability. In addition, see attached Additional Insured Endorsements for the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

Village of Fredonia
242 Fredonia Avenue
Fredonia, WI 53021

(Provide separate certificate to each party.)

Strand Associates, Inc.
126 North Jefferson Street, Suite 350
Milwaukee, WI 53202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Business Park Expansion																										
Contract 1-2024																										
Village of Fredonia, Wisconsin																										
Solicitor: Strand Associates, Inc.																										
February 29, 2024 10 A.M. CST																										
Section Title	Line Item	Item Description	UoM	Quantity	Kruzcek Construction Inc.		PTS Contractors, Inc		Wondra Construction, Inc.		Michels Road & Stone, Inc.		Advance Construction Inc.		Dorner Inc.		Denny Rahn Exc. Inc.		Integrity Grading and Excavating, Inc.		Vinton Construction Company					
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension		
Roadway																										
	1	Common Excavation - Roadway	LS	1	\$44,000.00	\$44,000.00	\$100,434.00	\$100,434.00	\$25,736.62	\$25,736.62	\$126,250.00	\$126,250.00	\$144,500.00	\$144,500.00	\$95,725.00	\$95,725.00	\$148,555.00	\$148,555.00	\$35,000.00	\$35,000.00	\$64,980.00	\$64,980.00				
	2	Dense-Graded Base	T	10000	\$22.00	\$220,000.00	\$17.65	\$176,500.00	\$16.77	\$167,700.00	\$18.30	\$183,000.00	\$18.30	\$183,000.00	\$17.70	\$177,000.00	\$18.40	\$184,000.00	\$20.75	\$207,500.00	\$18.40	\$184,000.00	\$18.40	\$184,000.00		
	3	Geotextile	SY	3000	\$2.30	\$6,900.00	\$1.35	\$4,050.00	\$1.54	\$4,620.00	\$2.20	\$6,600.00	\$2.20	\$6,600.00	\$1.30	\$3,900.00	\$3.00	\$9,000.00	\$0.75	\$2,250.00	\$2.00	\$6,000.00	\$2.00	\$6,000.00		
	4	Excavation Below Subgrade	CY	1000	\$6.00	\$6,000.00	\$5.20	\$5,200.00	\$5.00	\$5,000.00	\$10.00	\$10,000.00	\$10.00	\$10,000.00	\$5.20	\$5,200.00	\$4.00	\$4,000.00	\$4.15	\$4,150.00	\$7.30	\$7,300.00	\$7.30	\$7,300.00		
	5	30-IN Concrete Curb and Gutter	LF	4400	\$16.20	\$71,280.00	\$15.75	\$69,300.00	\$17.04	\$74,976.00	\$16.24	\$71,456.00	\$17.20	\$75,680.00	\$15.80	\$69,520.00	\$15.90	\$69,960.00	\$15.20	\$66,880.00	\$15.20	\$66,880.00	\$15.20	\$66,880.00	\$15.20	\$66,880.00
	6	Asphaltic Concrete Pavement - Lower Layer	T	1500	\$70.00	\$105,000.00	\$71.10	\$106,650.00	\$73.50	\$110,250.00	\$68.50	\$102,750.00	\$68.50	\$102,750.00	\$76.50	\$114,750.00	\$73.50	\$110,250.00	\$68.50	\$102,750.00	\$68.50	\$102,750.00	\$68.50	\$102,750.00	\$68.50	\$102,750.00
	7	Asphaltic Concrete Pavement - Upper Layer	T	1000	\$83.00	\$83,000.00	\$84.65	\$84,650.00	\$81.55	\$81,550.00	\$81.55	\$81,550.00	\$81.55	\$81,550.00	\$84.80	\$84,800.00	\$81.55	\$81,550.00	\$81.55	\$81,550.00	\$81.55	\$81,550.00	\$81.55	\$81,550.00	\$81.55	\$81,550.00
Storm Sewer																										
	8	24-IN Reinforced Concrete Storm Sewer	LF	150	\$71.00	\$10,650.00	\$105.00	\$15,750.00	\$93.91	\$14,086.50	\$84.00	\$12,600.00	\$132.00	\$19,800.00	\$103.00	\$15,450.00	\$84.00	\$12,600.00	\$94.20	\$14,130.00	\$77.15	\$11,572.50	\$77.15	\$11,572.50		
	9	18-IN Reinforced Concrete Storm Sewer	LF	600	\$71.00	\$42,600.00	\$67.00	\$40,200.00	\$72.80	\$50,232.00	\$67.00	\$40,200.00	\$72.50	\$50,232.00	\$82.00	\$49,200.00	\$67.00	\$40,200.00	\$81.75	\$49,035.00	\$72.20	\$43,320.00	\$72.20	\$43,320.00		
	10	15-IN Reinforced Concrete Storm Sewer	LF	600	\$65.00	\$39,000.00	\$68.00	\$39,600.00	\$68.56	\$41,136.00	\$57.00	\$34,200.00	\$68.00	\$40,800.00	\$82.00	\$49,200.00	\$57.00	\$34,200.00	\$74.30	\$44,580.00	\$71.75	\$43,050.00	\$71.75	\$43,050.00		
	11	12-IN Reinforced Concrete Storm Sewer	LF	920	\$46.35	\$42,642.00	\$71.00	\$65,320.00	\$65.04	\$59,836.80	\$60.00	\$55,200.00	\$68.50	\$63,020.00	\$77.00	\$70,840.00	\$60.00	\$55,200.00	\$66.70	\$61,364.00	\$67.60	\$62,192.00	\$67.60	\$62,192.00		
	12	6-IN PVC Underdrain	LF	180	\$25.70	\$4,626.00	\$36.00	\$6,480.00	\$26.39	\$4,750.20	\$18.00	\$3,240.00	\$30.00	\$5,400.00	\$29.00	\$5,220.00	\$18.00	\$3,240.00	\$30.40	\$5,472.00	\$24.30	\$4,374.00	\$24.30	\$4,374.00		
	13	2-FT by 3-FT Inlet W/ Frame and Grate	EA	16	\$3,100.00	\$49,600.00	\$2,520.00	\$40,320.00	\$2,670.36	\$42,725.76	\$2,500.00	\$40,000.00	\$2,668.00	\$42,688.00	\$3,120.00	\$49,920.00	\$2,500.00	\$40,000.00	\$3,221.50	\$51,544.00	\$2,730.00	\$43,680.00	\$2,730.00	\$43,680.00		
	14	4-FT-DIA Inlet W/ Frame and Grate	EA	10	\$3,900.00	\$39,000.00	\$4,035.00	\$40,350.00	\$3,596.78	\$35,967.80	\$3,300.00	\$33,000.00	\$3,751.00	\$37,510.00	\$4,585.00	\$45,850.00	\$3,300.00	\$33,000.00	\$4,173.50	\$41,735.00	\$4,035.00	\$40,350.00	\$4,035.00	\$40,350.00		
	15	5-FT-DIA Inlet W/ Frame and Grate	EA	1	\$6,500.00	\$6,500.00	\$4,785.00	\$4,785.00	\$4,726.69	\$4,726.69	\$4,400.00	\$4,400.00	\$5,152.00	\$5,152.00	\$6,200.00	\$6,200.00	\$4,400.00	\$4,400.00	\$6,109.40	\$6,109.40	\$5,085.00	\$5,085.00	\$5,085.00	\$5,085.00		
	16	4-FT-DIA Storm MH W/ Casting	EA	1	\$3,600.00	\$3,600.00	\$6,785.00	\$6,785.00	\$3,323.78	\$3,323.78	\$2,900.00	\$2,900.00	\$3,478.00	\$3,478.00	\$4,300.00	\$4,300.00	\$2,900.00	\$2,900.00	\$3,885.50	\$3,885.50	\$3,745.00	\$3,745.00	\$3,745.00	\$3,745.00		
	17	Outlet Structure No. 1	LS	1	\$9,000.00	\$9,000.00	\$8,860.00	\$8,860.00	\$8,589.00	\$8,589.00	\$6,150.00	\$6,150.00	\$9,972.00	\$9,972.00	\$9,335.00	\$9,335.00	\$6,150.00	\$6,150.00	\$7,935.55	\$7,935.55	\$7,312.00	\$7,312.00	\$7,312.00	\$7,312.00		
	18	Outlet Structure No. 2	LS	1	\$9,000.00	\$9,000.00	\$8,165.00	\$8,165.00	\$8,589.00	\$8,589.00	\$6,600.00	\$6,600.00	\$9,970.00	\$9,970.00	\$9,335.00	\$9,335.00	\$6,600.00	\$6,600.00	\$7,935.55	\$7,935.55	\$7,312.00	\$7,312.00	\$7,312.00	\$7,312.00		
	19	24-IN Reinforced Concrete Apron Endwall W/ Cut-off Wall	EA	4	\$3,200.00	\$12,800.00	\$3,605.00	\$14,420.00	\$3,886.59	\$15,546.36	\$2,700.00	\$10,800.00	\$4,064.00	\$16,256.00	\$3,470.00	\$13,880.00	\$2,700.00	\$10,800.00	\$3,470.00	\$13,880.00	\$4,290.00	\$17,160.00	\$4,290.00	\$17,160.00		
	20	18-IN Reinforced Concrete Apron Endwall W/ Cut-off Wall	EA	5	\$2,600.00	\$13,000.00	\$3,595.00	\$17,975.00	\$2,542.34	\$12,711.70	\$2,400.00	\$12,000.00	\$1,877.50	\$9,387.50	\$2,350.00	\$11,750.00	\$2,400.00	\$12,000.00	\$3,140.50	\$15,702.50	\$2,141.00	\$10,705.00	\$2,141.00	\$10,705.00		
Sanitary Sewer																										
	21	8-IN SDR 35 PVC Sanitary Sewer	LF	1300	\$38.00	\$49,400.00	\$65.00	\$84,500.00	\$79.58	\$103,454.00	\$60.00	\$78,000.00	\$71.50	\$92,950.00	\$85.00	\$110,500.00	\$60.00	\$78,000.00	\$62.35	\$81,055.00	\$83.00	\$107,900.00	\$83.00	\$107,900.00		
	22	6-IN SDR 35 PVC Sanitary Sewer Lateral	LF	270	\$57.00	\$15,390.00	\$57.00	\$15,390.00	\$70.13	\$18,935.10	\$52.00	\$14,040.00	\$54.00	\$14,580.00	\$60.00	\$16,200.00	\$52.00	\$14,040.00	\$70.30	\$18,981.00	\$71.83	\$19,394.10	\$71.83	\$19,394.10		
	23	4-FT-DIA Sanitary MH W/ Casting	EA	5	\$4,500.00	\$22,500.00	\$5,515.00	\$27,575.00	\$5,105.88	\$25,529.40	\$4,300.00	\$21,500.00	\$4,506.00	\$22,530.00	\$5,500.00	\$27,500.00	\$4,300.00	\$21,500.00	\$4,539.30	\$22,696.50	\$5,166.00	\$25,830.00	\$5,166.00	\$25,830.00		
	24	8-IN by 6-IN SDR 35 PVC Sanitary Sewer Wye	EA	6	\$117.00	\$702.00	\$158.00	\$948.00	\$230.44	\$1,382.64	\$125.00	\$750.00	\$105.00	\$630.00	\$160.00	\$960.00	\$125.00	\$750.00	\$105.50	\$633.00	\$63.00	\$378.00	\$63.00	\$378.00		
	25	Connect New Sanitary Sewer to Existing Sanitary MH	LS	1	\$930.00	\$930.00	\$1,990.00	\$1,990.00	\$950.00	\$950.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$4,683.60	\$4,683.60	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00		
Water Main																										
	26	12-IN C900 PVC Water Main	LF	2850	\$86.00	\$245,100.00	\$84.50	\$240,825.00	\$89.29	\$254,476.50	\$84.00	\$239,400.00	\$79.50	\$226,575.00	\$95.00	\$270,750.00	\$84.00	\$239,400.00	\$101.70	\$289,845.00	\$101.10	\$288,135.00	\$101.10	\$288,135.00		
	27	6-IN C900 PVC Fire Hydrant Lead	LF	30	\$68.00	\$2,040.00	\$69.00	\$2,070.00	\$91.94	\$2,758.20	\$50.00	\$1,500.00	\$45.50	\$1,365.00	\$88.00	\$2,640.00	\$50.00	\$1,500.00	\$78.80	\$2,364.00	\$66.20	\$1,986.00	\$66.20	\$1,986.00		
	28	4-IN C900 PVC Water Service	LF	210	\$39.00	\$8,190.00	\$59.00	\$12,390.00	\$68.21	\$14,324.10	\$50.00	\$10,500.00	\$46.50	\$13,230.00	\$63.00	\$13,230.00	\$50.00	\$10,500.00	\$66.45	\$13,954.50	\$82.20	\$17,262.00	\$82.20	\$17,262.00		
	29	2-IN HDPE Water Service	LF	20	\$55.50	\$1,110.00	\$56.00	\$1,120.00	\$81.67	\$1,633.40	\$50.00	\$1,000.00	\$33.50	\$670.00	\$76.00	\$1,520.00	\$50.00	\$1,000.00	\$147.30	\$2,946.00	\$82.50	\$1,650.00	\$82.50	\$1,650.00		
	30	2-IN Corporation Stop, Curb Stop, and Curb Box	EA	2	\$1,330.00	\$2,660.00	\$1,285.00	\$2,570.00	\$1,328.25	\$2,656.50	\$1,400.00	\$2,800.00	\$1,532.00	\$3,064.00	\$1,355.00	\$2,710.00	\$1,400.00	\$2,800.00	\$1,210.00	\$2,420.00	\$1,370.00	\$2,740.00	\$1,370.00	\$2,740.00		
	31	12-IN Gate Valve and Valve Box	EA	4	\$5,000.00	\$20,000.00	\$4,445.00	\$17,780.00	\$5,452.50	\$21,810.00	\$4,600.00	\$18,400.00	\$4,400.00	\$17,600.00	\$4,910.00	\$19,640.00	\$4,600.00	\$18,400.00	\$6,822.20	\$27,388.80	\$4,770.00	\$19,080.00	\$4,770.00	\$19,080.00		
	32	4-IN Gate Valve and Valve Box	EA	5	\$1,700.00	\$8,500.00	\$1,525.00	\$7,625.00	\$1,925.00	\$9,625.00	\$1,625.00	\$8,125.00	\$1,475.00	\$7,375.00	\$1,700.00	\$8,500.00	\$1,625.00	\$8,125.00	\$1,503.40	\$7,517.00	\$1,615.00	\$8,075.00	\$1,615.00	\$8,075.00		
	33	Fire Hydrant Assembly W/ Auxiliary Valve and Valve Box	EA	5	\$8,800.00	\$44,000.00	\$7,715.00	\$38,575.00	\$8,393.00	\$41,965.00	\$8,000.00	\$40,000.00	\$7,893.00	\$39,465.00	\$8,725.00	\$43,625.00	\$8,000.00	\$40,000.00	\$8,883.20	\$44,416.00	\$8,395.00	\$41,975.00	\$8,395.00	\$41,975.00		
	34	Utility Insulation	SF	60	\$5.00	\$300.00	\$2.65	\$159.00	\$3.33	\$199.80	\$4.00	\$240.00	\$2.50	\$150.00	\$3.80	\$228.00	\$4.00	\$240.00	\$2.30	\$138.00	\$7.50	\$450.00	\$7.50	\$450.00		
	35	Connect New Water Main to Existing Water Main W/ Tapping Sleeve	EA	2	\$3,200.00	\$6,400.00	\$3,885.00	\$7,770.00	\$4,438.00	\$8,876.00	\$4,500.00	\$9,000.00	\$5,628.00	\$11,256.00	\$4,000.00	\$8,000.00	\$4,500.00	\$9,000.00	\$9,712.10	\$19,424.20	\$4,720.00	\$9,440.00	\$4,720.00	\$9,440.00		
Stormwater Detention Basins and Sitework																										
	36	Common Excavation and Grading - Site	LS	1	\$771,500.00	\$771,500.00	\$484,395.00	\$484,395.00	\$692,800.00	\$692,800.00	\$767,000.00	\$767,000.00	\$797,000.00	\$797,000.00	\$487,430.00	\$487,430.00	\$729,911.00	\$729,911.00	\$1,323,611.51	\$1,323,611.51	\$1,220,000.00	\$1,220,000.00	\$1,220,000.00	\$1,220,000.00		
	37	Common Excavation INCL Clay Liner Installation - South Detention Basin	LS	1	\$25,500.00	\$25,500.00	\$133,530.00	\$133,530.00	\$66,824.00	\$66,																

BIDDER: Kruczek Construction Inc.

BID FORMS

VILLAGE OF FREDONIA
FREDONIA, WISCONSIN
BUSINESS PARK EXPANSION
CONTRACT 1-2024

Prepared by:

STRAND ASSOCIATES, INC.[®]
126 North Jefferson Street, Suite 350
Milwaukee, WI 53202
www.strand.com

Issued for Bid
February 15, 2024



SECTION 00 41 00

BID

VILLAGE OF FREDONIA
FREDONIA, WISCONSIN
BUSINESS PARK EXPANSION
CONTRACT 1-2024

A. Table of Contents

- ARTICLE 1. BID RECIPIENT
- ARTICLE 2. BIDDER'S ACKNOWLEDGEMENTS
- ARTICLE 3. BIDDER'S REPRESENTATIONS
- ARTICLE 4. BIDDER'S CERTIFICATIONS
- ARTICLE 5. BASIS OF BID
- ARTICLE 6. TIME OF COMPLETION
- ARTICLE 7. ATTACHMENTS TO THIS BID
- ARTICLE 8. DEFINED TERMS
- ARTICLE 9. COMMUNICATIONS
- ARTICLE 10. BID SUBMITTAL

ARTICLE 1–BID RECIPIENT

1.01 Bids to be received until 10 A.M., local time, February 29, 2024.

1.02 Online electronic Bidding through QuestCDN.com is the only way the Bid will be accepted. To access the electronic Bid Form, download the Project Documents and click the Online Bidding button.

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2–BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

2.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 85 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

2.03 In submitting this Bid, Bidder represents the following:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the addenda.

2.04 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates, and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

ARTICLE 3—BIDDER'S REPRESENTATIONS

3.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as CONTRACTOR; and (c) Bidder's (CONTRACTOR's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4–BIDDER’S CERTIFICATIONS

4.01 Bidder certifies the following:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from Bidding.

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process.

2. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of OWNER, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition.

3. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels.

4. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract.

ARTICLE 5-BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

CIP	-	Complete in Place	LS	-	Lump Sum
CY	-	Cubic Yard	LT	-	Left
DI	-	Ductile Iron	MBF	-	Thousand Board Feet
DIA	-	Diameter	MFOB	-	Thousand Freight-On-Board
EA	-	Each	MH	-	Manhole
EST	-	Estimate(d)	RCP	-	Reinforced Concrete Pipe
EXCL	-	Excluding	RT	-	Right
FT	-	Feet	SF	-	Square Foot
GAL	-	Gallon	STA	-	Station
HERCP	-	Horizontal Elliptical RCP	SY	-	Square Yard
HRS	-	Hours	T	-	Ton
IN	-	Inch	VLF	-	Vertical Linear Foot
INCL	-	Including	W/	-	With
LBS	-	Pounds	W/O	-	Without
LF	-	Linear Foot			

BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.

BID

VILLAGE OF FREDONIA
 FREDONIA, WISCONSIN
 BUSINESS PARK EXPANSION
 CONTRACT 1-2024

The following prices per item shall be for furnishing and installing the various items of material and work as specified and shown on the Drawings. Bidder agrees to perform the Work as shown on the Drawings and described in the Specifications for the following listed prices. Bidder acknowledges that unit prices have been computed in accordance with Paragraph 13.03 of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NOTE: A price must be bid for each item in the Bid, even though the estimated quantity is zero. Unbalanced or unreasonable unit prices may cause rejection of the Bid.

See Section 01 29 00–Contract Considerations for discussion of Cash Allowances to include in the Bid.

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
Roadway					
1.	Common Excavation–Roadway	1	LS	\$	\$
2.	Dense-Graded Base	10,000	T	\$	\$
3.	Geotextile	3,000	SY	\$	\$
4.	Excavation Below Subgrade	1,000	CY	\$	\$
5.	30-IN Concrete Curb and Gutter	4,400	LF	\$	\$
6.	Asphaltic Concrete Pavement–Lower Layer	1,500	T	\$	\$
7.	Asphaltic Concrete Pavement–Upper Layer	1,000	T	\$	\$
Storm Sewer					
8.	24-IN Reinforced Concrete Storm Sewer	150	LF	\$	\$
9.	18-IN Reinforced Concrete Storm Sewer	690	LF	\$	\$
10.	15-IN Reinforced Concrete Storm Sewer	600	LF	\$	\$
11.	12-IN Reinforced Concrete Storm Sewer	920	LF	\$	\$
12.	6-IN PVC Underdrain	180	LF	\$	\$
13.	2-FT by 3-FT Inlet W/ Frame and Grate	16	EA	\$	\$
14.	4-FT-DIA Inlet W/ Frame and Grate	10	EA	\$	\$

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
15.	5-FT-DIA Inlet W/ Frame and Grate	1	EA	\$	\$
16.	4-FT-DIA Storm MH W/ Casting	1	EA	\$	\$
17.	Outlet Structure No. 1	1	LS	\$	\$
18.	Outlet Structure No. 2	1	LS	\$	\$
19.	24-IN Reinforced Concrete Apron Endwall W/ Cut-off Wall	4	EA	\$	\$
20.	18-IN Reinforced Concrete Apron Endwall W/ Cut-off Wall	5	EA	\$	\$
Sanitary Sewer					
21.	8-IN SDR 35 PVC Sanitary Sewer	1,300	LF	\$	\$
22.	6-IN SDR 35 PVC Sanitary Sewer Lateral	270	LF	\$	\$
23.	4-FT-DIA Sanitary MH W/ Casting	5	EA	\$	\$
24.	8-IN by 6-IN SDR 35 PVC Sanitary Sewer Wye	6	EA	\$	\$
25.	Connect New Sanitary Sewer to Existing Sanitary MH	1	LS	\$	\$
Water Main					
26.	12-IN C900 PVC Water Main	2,850	LF	\$	\$
27.	6-IN C900 PVC Fire Hydrant Lead	30	LF	\$	\$
28.	4-IN C900 PVC Water Service	210	LF	\$	\$
29.	2-IN HDPE Water Service	20	LF	\$	\$
30.	2-IN Corporation Stop, Curb Stop, and Curb Box	2	EA	\$	\$
31.	12-IN Gate Valve and Valve Box	4	EA	\$	\$
32.	4-IN Gate Valve and Valve Box	5	EA	\$	\$
33.	Fire Hydrant Assembly W/ Auxillary Valve and Valve Box	5	EA	\$	\$
34.	Utility Insulation	60	SF	\$	\$
35.	Connect New Water Main to Existing Water Main W/ Tapping Sleeve	2	EA	\$	\$
Stormwater Detention Basins and Sitework					
36.	Common Excavation and Grading–Site	1	LS	\$	\$
37.	Common Excavation INCL Clay Liner Installation–South Detention Basin	1	LS	\$	\$
38.	Common Excavation INCL Clay Liner Installation–North Detention Basin	1	LS	\$	\$
39.	Site Restoration	1	LS	\$	\$
40.	Detention Basin Restoration–South Detention Basin	1	LS	\$	\$

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
41.	Detention Basin Restoration–North Detention Basin	1	LS	\$	\$
42.	Wetland Restoration	1	LS	\$	\$
43.	Native Plugs at Water's Edge in Detention Basins	1,550	EA	\$	\$
44.	Turf Reinforcement Mat	3,400	SY	\$	\$
45.	Riprap W/ Fabric	1,400	SY	\$	\$
Miscellaneous					
46.	Clearing and Grubbing	1	LS	\$	\$
47.	Erosion Control and Maintenance	1	LS	\$	\$
48.	Cash Allowance for Geotechnical Testing Services (Section 31 23 00–Excavation, Fill, Backfill, and Grading)	1	LS	\$40,000	\$40,000

COMPUTED TOTAL BID CONTRACT 1-2024 (ITEMS 1 THROUGH 48)

Dollars \$

(Words)

(Numbers)

ARTICLE 6–TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before November 1, 2024, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 1, 2025.

In addition to the required Substantial and Final Completion times, Milestone 1 shall be complete on or before September 1, 2024. See General Requirements for milestone requirements.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7–ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond
(Certified Check, Bank Money Order, or Bond)

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license, if applicable, within the time for acceptance of Bids.

C. Where applicable, Bidder shall provide CONTRACTOR's License Number for the state of the Project, where noted at end of Bid or Bidder shall provide evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

D. Required Bidder's Qualifications Statement with supporting data.

ARTICLE 8–DEFINED TERMS

8.01 The terms used in this Bid with initial or all capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9–COMMUNICATIONS

9.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: Kruczek Construction Inc.

Street: 3636 Kewaunee Road

City, State, Zip Code: Green Bay, WI 54311

Phone No.: 920-863-6841 Fax No.: 920-863-2771

E-mail address: johnk@kruczekinc.com wallyk@kruczekinc.com

ARTICLE 10-BID SUBMITTAL

Submitted on 02/29/2024

State Contractor License Number UC0000306 / 226837 (if applicable).

If Bidder is:

An Individual

By: _____
(Individual's signature)

Name (typed or printed): _____

Doing business as: _____
Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Corporation

Corporation Name: Kruczek Construction Inc.

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Wally Kruczek

Title: Vice President

Attest _____
John Kruczek- Secretary (Signature of Corporate Secretary)

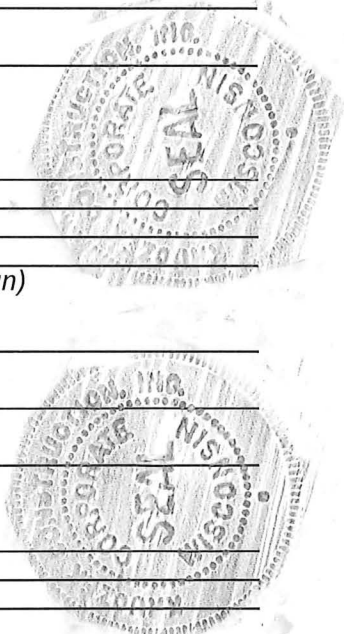
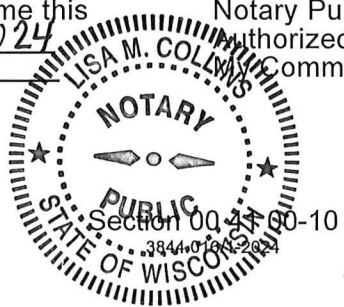
Business address: 3636 Kewaunee Road Green Bay, WI 54311

Phone No.: 920-863-6841 Fax No.: 920-863-2771

E-mail address: johnk@kruczekinc.com wallyk@kruczekinc.com

Date of Qualification to do business in (State where the Project is located) is February 1982 Wisconsin

Sworn and subscribed to before me this _____ day of _____, 2024. Notary Public or Other Officer
29th day of February, 2024 authorized to Administer Oaths.
Lisa M. Collins Commission expires: 05-30-25



A *Limited Liability Company* (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

(Fill in complete name of LLC)

State of Formation: _____

By: _____
(Signature)

_____, [Member] [Manager]
(Print Name)

Business Address: _____

Telephone.: _____

Email: _____

Fax: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Second Joint Venturer Name: _____

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this
_____ day of _____, _____

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: _____

END OF SECTION

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Kruczek Construction Inc.	
Corporate Office 3636 Kewaunee Road Green Bay, WI 54311			
Name:	John Kruczek	Phone number:	920-863-6841
Title:	President/Secretary	Email address:	johnk@kruczekinc.com
Business address of corporate office:		3636 Kewaunee Road	
		Green Bay, WI 54311	
Local Office Same			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	03/01/1977	State in which Business was formed:	Wisconsin
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	None	Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	John Kruczek	Title:	President/Secretary
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ None
Name:	Wally Kruczek	Title:	Vice President/ Treasurer
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ None
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	DFDM Contractor		
Licensing Agency:	Division of Facilities Development & Management		
License No:		Expiration Date:	03/29/2025
Name of License:	Master Plumber		
Licensing Agency:	Department of Safety & Professional Services		
License No:	226837	Expiration Date:	03/31/2027

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input checked="" type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:	Wally Kruczek	
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
See Attached Sheet									

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	Bank of Luxemburg		
Business address:	630 Main Street Luxemburg WI 54217		
Date of Business’s most recent financial statement:	03/31/2023	<input checked="" type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:	07/09/2023	<input checked="" type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Hudson Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:	New York		
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	100 William Street, New York, NY 10038		
Physical Address (principal place of business):	100 William Street, New York, NY 10038		
Phone (main):	262-884-6590	Phone (claims):	262-884-6590

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Sentry Insurance		See Attached Sheet	
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):	920-441-0064	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	45
Estimate of revenue for the current year:	20,000,000
Estimate of revenue for the previous year:	22,000,000

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:	42	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

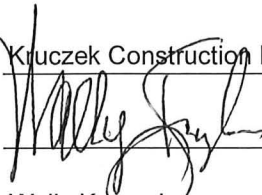
- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Certification of Business's safety performance if required by Paragraph 4.02.
 - D. Financial statements as required by Paragraph 5.01.
 - E. Attachments providing additional information as required by Paragraph 8.02.
 - F. Schedule A (Current Projects) as required by Paragraph 8.03.
 - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
 - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
 - I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Kruczek Construction Inc.
(typed or printed name of organization)

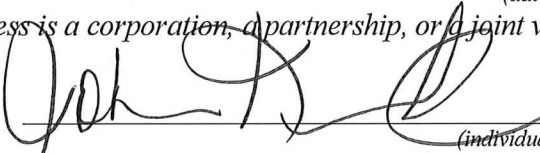
By: 
(individual's signature)

Name: Wally Kruczek
(typed or printed)

Title: Vice President
(typed or printed)

Date: 02/29/2024
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: John Kruczek
(typed or printed)

Title: Secretary
(typed or printed)

Address for giving notices:
3636 Kewaunee Road Green Bay, WI 54311

Designated Representative:

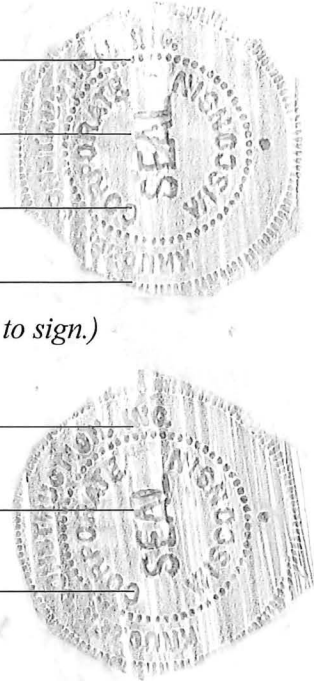
Name: Wally Kruczek
(typed or printed)

Title: Vice President
(typed or printed)

Address: 3636 Kewaunee Road Green Bay, WI 54311

Phone: 920-655-0661

Email: wallyk@kruczekinc.com

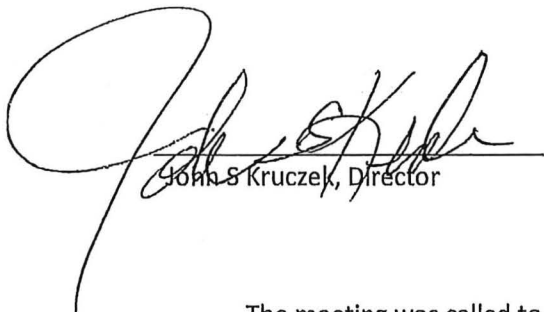


**MINUTES OF SPECIAL MEETING OF
THE BOARD OF DIRECTOR OF
KRUCZEK CONSTRUCTION, INC.**

MINUTES OF A SPECIAL MEETING OF THE Directors of Kruczek Construction, Inc. held at the Offices of the corporation at Green Bay, Wisconsin this 1st of January 2019, pursuant to the following waiver of notice and consent to the holding of such meeting signed by the Directors of said corporation on the records of said meeting, to-wit;

"We, the undersigned, being the Directors of Kruczek Construction, Inc., do hereby waive notice to the time, place and purpose of the meeting of the Directors and do hereby call said meeting and consent to the holding thereof at this time and place, to-wit; at the offices of the corporation in Green Bay, Wisconsin on the 1st day of January 2019, and we hereby consent to the transaction of any and all business that May come before said meeting."

Dated this 1st day of January 2019.



John S. Kruczek, Director



Peggy Kruczek, Director

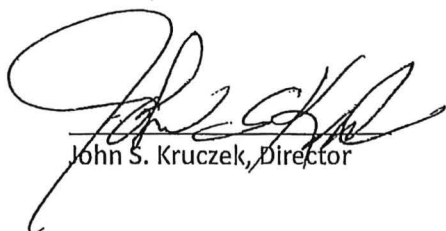
The meeting was called to order by John S. Kruczek, President of the corporation. Mr. Kruczek stated that the purpose of this meeting was to accept the resignation of Peggy Kruczek as Secretary/ Treasurer of the corporation.

John S. Kruczek assigned the Secretary and Treasurer titles as follows:

John S. Kruczek
Walter Kruczek

President/Secretary
Vice President/Treasurer

Here being no further or other business to come before this meeting, the meeting was Adjourned.



John S. Kruczek, Director



Peggy Kruczek, Director

United States of America
State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, Jennifer Dohm, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

KRUCZEK CONSTRUCTION, INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is February 10, 1982.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on February 24, 2022.

A handwritten signature in cursive script that reads "Jennifer Dohm".

JENNIFER DOHM, Deputy Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>

Enter this code: 324140-B89936C1



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary-designee
Naomi De Mers, Division Administrator

March 28, 2023

Kruczek Construction, Inc.
Attn: Wally Kruczek
3636 Kewaunee Rd.
Green Bay, WI 54311

Dear Wally:

Thank you for applying for Division of Facilities Development (DFD) contractor re-certification.

DFD reviewed your updated application and has issued a re-certification decision.

Kruczek Construction, Inc. is re-certified to bid in the following division of work up to the following threshold:

<u>Division of Work</u>	<u>Bid Threshold (Per Project)</u>
General	\$10,000,000

Please note that you are also re-certified to bid on projects in the Small Project Program (total project budget of \$300,000 or less).

When submitting your bid, please use your company name (Kruczek Construction, Inc.) as certified. Please do not submit a bid outside of your certified division of work and/or over your certified bid amount threshold (per project) as these bids will be rejected. Your new certification is valid until March 28, 2025. At that point, you will need to apply again for re-certification.

We look forward to your continued business. Please email us at dfdcertification@wisconsin.gov if you have any questions.

Sincerely,

Division of Facilities Development

Wisconsin Department of Administration



Division of Transportation System Development
 Bureau of Project Development, Room S437
 4822 Madison Yards Way
 Madison, WI 53705

Tony Evers, Governor
Craig Thompson, Secretary

Internet: wisconsin.gov

Telephone: 608-266-1631

E-Mail: DOTDTSDBPD@dot.wi.gov

August 9, 2022

Kruczek Construction, Inc.
 3636 Kewaunee Road
 Green Bay, WI 54311

Expiration Date: **August 1, 2024**

The Experience Questionnaire and Financial Statement submitted by you for the purpose of obtaining prequalification ratings to permit bidding on work let under the direction of the Division of Transportation System Development have been reviewed. On the basis of the information contained in the statement, notification is hereby given that the following ratings have been assigned to you:

(A) General Construction	\$19,500,000
(B) Grading.....	\$19,500,000
(K) Incidental Construction.....	\$19,500,000
(M) Maximum Capacity.....	\$19,500,000

The above ratings will remain in effect until the indicated expiration date unless revised or terminated prior to that date.

Sincerely,

Jillene J. Fehrman, P.E.
 Chief Proposal Management Engineer

JJF:mkw

KRUCZEK CONSTRUCTION INC.

3636 Kewaunee Road ~ Green Bay, WI 54311
Phone (920) 863-6841 ~ Fax (920) 863-2771

- 2019: VILLAGE OF GERMANTOWN
CONTRACT AMOUNT: 816,000.00
ENGINEER: VILLAGE OF GERMANTOWN
ATTN: LARRY RATACYCZAK P.E. (920) 250-4721
COMPLETED: OCTOBER 2019
- 2019: CITY OF APPLETON
CONTRACT AMOUNT: 2,413,413.13
ENGINEER: CITY OF APPLETON
ATTN: RANDEY FELTON, P.E. (920) 832-6493
COMPLETED: NOVEMBER 2019
- 2019: CITY OF APPLETON
CONTRACT AMOUNT: 479,000.00
ENGINEER: CITY OF APPLETON
ATTN: MARK KILHEFFER, P.E. (920)832-6474
COMPLETED: NOVEMBER 2019
- 2019: CITY OF DEPERE
CONTRACT AMOUNT: 164,600.00
ENGINEER: CIYT OF DE PERE
ATTN. ERIC RAKERS, P.E. (920) 339-8304
COMPLETED DECEMBER 2019
- 2019: CITY OF APPLETON
CONTRACT AMOUNT: 933,333.33
ENGINEER: CITY OF APPLETON
ATTN: MARK KILHEFFER, P.E. (920)832-6474
COMPLETED: APRIL 2020
- 2020: VILLAGE OF FOX CROSSING
CONTRACT AMOUNT: \$912,000.00
ENGINEER: MCMAHON ASSOCIATES, INC.
ATTN: LEE REIBOLD, P.E. (920) 751-4200
COMPLETED: JUNE 2020
- 2020: CITY OF CHILTON
CONTRACT AMOUNT: \$644,000.00
ENGINEER: MCMAHON ASSOCIATES, INC.
ATTN: RON WOLF, P.E. (920) 751-4200
COMPLETED: APRIL 2020

**ALL PROJECTS LISTED ARE AWARDED AS PRIME BIDDER
SPECIALIZING IN WATER AND SEWER PROJECTS**

KRUCZEK CONSTRUCTION INC.

3636 Kewaunee Road ~ Green Bay, WI 54311
Phone (920) 863-6841 ~ Fax (920) 863-2771

- 2020: CITY OF APPLETON
CONTRACT AMOUNT: \$3,559,000.00
ENGINEER: CITY OF APPLETON
ATTN: RANDEY FELTON, P.E. (920) 832-6493
COMPLETED: OCTOBER 2020
- 2020: CITY OF NEENAH
CONTRACT AMOUNT: \$2,188,188.88
ENGINEER: CITY OF NEENAH
ATTN: GERRY KAISER, P.E. (920) 886-6240
COMPLETED: OCTOBER 2020
- 2020: CITY OF HARTFORD
CONTRACT AMOUNT: \$295,000.00
ENGINEER: CITY OF HARTFORD
ATTN: JASON SCHALL P.E. (262) 673-8263
COMPLETED: 2021
- 2020: CITY OF HARTFORD
CONTRACT AMOUNT: \$549,000.00
ENGINEER: CITY OF HARTFORD
ATTN: JASON SCHALL P.E. (262) 673-8263
COMPLETED: AUGUST 2020
- 2020: CITY OF OCONTO FALLS
CONTRACT AMOUNT: \$1,807,100.00
ENGINEER: ROBERT E. LEE & ASSOCIATES, INC.
ATTN: AARON BREITENFELDT (920) 662-9641
COMPLETED: OCTOBER 2020
- 2020: CITY OF MEQUON
CONTRACT AMOUNT: \$798,000.00
ENGINEER: CITY OF MEQUON
ATTN: JEREMY DANDY P.E. (262) 236-2932
COMPLETED: OCTOBER 2020
- 2020: VILLAGE OF BELLEVUE
CONTRACT AMOUNT: \$1,251,817.50
ENGINEER: CEDAR CORPORATION
ATTN: THAD MAJKOWSKI, P.E. (920) 491-9081
COMPLETED: NOVEMBER 2020

**ALL PROJECTS LISTED ARE AWARDED AS PRIME BIDDER
SPECIALIZING IN WATER AND SEWER PROJECTS**

KRUCZEK CONSTRUCTION INC.

3636 Kewaunee Road ~ Green Bay, WI 54311
Phone (920) 863-6841 ~ Fax (920) 863-2771

- 2020: VILLAGE OF WESTON
CONTRACT AMOUNT: \$264,264.64
ENGINEER: REI ENGINEERING, INC.
ATTN: JIM BORYSENCO, P.E. (715) 675-9784
COMPLETED: NOVEMBER 2020
- 2021: VILLAGE OF REESEVILLE
CONTRACT AMOUNT: \$620,500.00
ENGINEER: KUNKEL ENGINEERING GROUP
ATTN: (920) 356-9447
COMPLETED: AUGUST 2021
- 2021: CITY OF APPLETON
CONTRACT AMOUNT: \$2,110,110.10
ENGINEER: CITY OF APPLETON
ATTN: ROSS BUETOW, P.E. (920) 832-6493
COMPLETED: OCTOBER 2021
- 2021: VILLAGE OF GREENVILLE
CONTRACT AMOUNT: \$3,792,466.52
ENGINEER: CEDAR CORPORATION
ATTN: THAD MAJKOWSKI, P.E. (920) 491-9081
COMPLETED: OCTOBER 2021
- 2021: CITY OF TWO RIVERS
CONTRACT AMOUNT: \$1,309,424.99
ENGINEER: TOWN & COUNTRY ENGINEERING
ATTN: SCOTT AHL, P.E. (920) 793-5576
COMPLETED: OCTOBER 2021
- 2021: CITY OF NEENAH
CONTRACT AMOUNT: \$1,702,531.00
ENGINEER: CITY OF NEENAH
ATTN: GERRY KAISER, P.E. (920) 886-6240
COMPLETED: NOVEMBER 2021
- 2021: CITY OF APPLETON
CONTRACT AMOUNT: \$797,797.97
ENGINEER: CITY OF APPLETON
ATTN: ROSS BUETOW, P.E. (920) 832-6493
COMPLETED: OCTOBER 2021

**ALL PROJECTS LISTED ARE AWARDED AS PRIME BIDDER
SPECIALIZING IN WATER AND SEWER PROJECTS**

KRUCZEK CONSTRUCTION INC.

3636 Kewaunee Road ~ Green Bay, WI 54311
Phone (920) 863-6841 ~ Fax (920) 863-2771

- 2021: CITY OF WEST BEND
CONTRACT AMOUNT: \$2,237,237.37
ENGINEER: CITY OF WEST BEND
ATTN: MAX MARECHAL (262) 335-5130
COMPLETED: OCTOBER 2021
- 2021: VILLAGE OF GERMANTOWN- HOLY HILL RD PHASE 1
CONTRACT AMOUNT: \$1,555,555.55
ENGINEER: VILLAGE OF GERMANTOWN
ATTN: LARRY RATAYCZAK (262) 250-4721
COMPLETED: NOVEMBER 2021
- 2021: CLARKS MILLS SANITARY DISTRICT 1- FORCED MAIN
CONTRACT AMOUNT: \$1,056,056.56
ENGINEER: ROBERT E. LEE & ASSOCIATES, INC.
ATTN: LARRY PRITZL
COMPLETED: SEPTEMBER 2022
- 2021: TOWN OF LAWRENCE
CONTRACT AMOUNT: \$230,230.30
ENGINEER: MCMAHON ASSOCIATES, INC
ATTN: ANDY SCHMIDT (920) 751-4200
COMPLETED: JUNE 2022
- 2022: VILLAGE OF BONDUEL
CONTRACT AMOUNT: \$322,000.00
ENGINEER: RUEKERT & MIELKE, INC.
ATTN: KEVIN WAGNER
COMPLETED: AUGUST 2022
- 2022: VILLAGE OF WRIGHTSTOWN
CONTRACT AMOUNT: \$2,559,555.55
ENGINEER: MCMAHON ASSOCIATES, INC
ATTN: JOSEPH HOECHST (920) 751-4200
COMPLETED: NOVEMBER 2022
- 2022: CITY OF DE PERE
CONTRACT AMOUNT: \$3,250,000.00
ENGINEER: CITY OF DE PERE
ATTN: ERIC RAKERS, P.E.
TO BE COMPLETED: JUNE 2023

**ALL PROJECTS LISTED ARE AWARDED AS PRIME BIDDER
SPECIALIZING IN WATER AND SEWER PROJECTS**

KRUCZEK CONSTRUCTION INC.

3636 Kewaunee Road ~ Green Bay, WI 54311
Phone (920) 863-6841 ~ Fax (920) 863-2771

- 2022: CITY OF APPLETON W-22
CONTRACT AMOUNT: \$1,469,166.66
ENGINEER: CITY OF APPLETON
ATTN: SAMUEL BUETOW, P.E.
COMPLETED: AUGUST 2022
- 2022: CITY OF MANITOWOC
CONTRACT AMOUNT: \$2,333,333.33
ENGINEER: CITY OF MANITOWOC
ATTN: DAN KOSKI, P.E.
COMPLETED: DECEMBER 2022
- 2022: CITY OF NEENAH
CONTRACT AMOUNT: \$1,969,969.69
ENGINEER: CITY OF NEENAH
ATTN: GERRY KAISER, P.E.
COMPLETED: AUGUST 2022
- 2022: CITY OF APPLETON X-22
CONTRACT AMOUNT: \$1,366,666.66
ENGINEER: CITY OF APPLETON
ATTN: ROSS BUETOW, P.E.
COMPLETED: AUGUST 2022
- 2022: VILLAGE OF GERMANTOWN- COUNTRY AIRE DRIVE
CONTRACT AMOUNT: \$357,777.77
ENGINEER: VILLAGE OF GERMANTOWN
ATTN: LARRY RATAYCZAK (262) 250-4721
COMPLETED: AUGUST 2022
- 2022: CITY OF DE PERE
CONTRACT AMOUNT: \$1,275,000.00
ENGINEER: CITY OF DE PERE
ATTN: ERIC RAKERS, P.E.
COMPLETED: JULY 2023
- 2022: HINNER SPRINGS FIRST ADDITION
CONTRACT AMOUNT \$793,333.33
OWNER: DENYON HOMES
ATTN: MARK THOMPSON
COMPLETED: SEPTEMBER 2023

**ALL PROJECTS LISTED ARE AWARDED AS PRIME BIDDER
SPECIALIZING IN WATER AND SEWER PROJECTS**

KRUCZEK CONSTRUCTION INC.

3636 Kewaunee Road ~ Green Bay, WI 54311
Phone (920) 863-6841 ~ Fax (920) 863-2771

- 2023: CITY OF APPLETON Z-23
CONTRACT AMOUNT: \$2,919,000.00
ENGINEER: CITY OF APPLETON
ATTN: SAMUEL BUETOW, P.E.
COMPLETED: OCTOBER 2023
- 2023: VILLAGE OF THIENSVILLE
CONTRACT AMOUNT: \$1,274,000.00
ENGINEER: RUEKERT & MIELKE
ATTN: VIOLET RAZO P.E.
COMPLETED: OCTOBER 2023
- 2023: FOX CROSSING UTILITIES
CONTRACT AMOUNT: \$413,500.00
ENGINEER: MCMAHON ASSOCIATES INC.
ATTN: BRAD WERNER P.E.
COMPLETED: OCTOBER 2023
- 2023: VILLAGE OF OOSTBURG
CONTRACT AMOUNT: \$1,518,000.00
ENGINEER: STRAND ASSOCIATES INC.
ATTN: EMILY ROWNTREE
COMPLETED: JULY 2023
- 2023: VILLAGE OF LITTLE CHUTE
CONTRACT AMOUNT: \$1,111,111.11
ENGINEER: VILLAGE OF LITTLE CHUTE
ATTN: CHRISTOPHER MURAWSKI P.E.
COMPLETED: JULY 2023
- 2023: CITY OF NEW LONDON
CONTRACT AMOUNT: \$540,540.00
ENGINEER: MCMAHON ASSOCIATES INC.
ATTN: BRAD WERNER P.E.
COMPLETED: JULY 2023
- 2023: CITY OF DE PERE
CONTRACT AMOUNT: \$1,305,000.00
ENGINEER: CITY OF DE PERE
ATTN: ERIC RAKERS, P.E.
COMPLETED: SEPTEMBER 2023

**ALL PROJECTS LISTED ARE AWARDED AS PRIME BIDDER
SPECIALIZING IN WATER AND SEWER PROJECTS**

KRUCZEK CONSTRUCTION INC.

3636 Kewaunee Road ~ Green Bay, WI 54311
Phone (920) 863-6841 ~ Fax (920) 863-2771

- 2023: CITY OF DE PERE
CONTRACT AMOUNT: \$1,261,000.00
ENGINEER: CITY OF DE PERE
ATTN: ERIC RAKERS, P.E.
COMPLETED: OCTOBER 2023
- 2023: VILLAGE OF GLENBEULAH
CONTRACT AMOUNT: \$739,000.00
ENGINEER: WARREN VANDOSKE
COMPLETED: AUGUST 2023
- 2023: CITY OF MAYVILLE
CONTRACT AMOUNT: \$749,732.00
ENGINEER: KUNKEL ENGINEERING GROUP, LLC
ATTN: DON NEITZEL
COMPLETED: OCTOBER 2023
- 2023: CITY OF APPLETON
CONTRACT AMOUNT: \$1,044,444.44
ENGINEER: CITY OF APPLETON
ATTN: SAMUEL BUETOW, P.E.
COMPLETED: SEPTEMBER 2023
- 2023: CITY OF DE PERE
CONTRACT AMOUNT: \$1,937,777.77
ENGINEER: CITY OF DE PERE
ATTN: ERIC RAKERS, P.E.
COMPLETED: DECEMBER 2023
- 2023: CITY OF MARATHON
CONTRACT AMOUNT: \$4,250,326.25
ENGINEER: VIERBICHER
ATTN: (608) 524-6468
TO BE COMPLETED: JUNE 2024
- 2023: CITY OF NEKOOSA
CONTRACT AMOUNT: \$2,266,628
ENGINEER: VIERBICHER
ATTN: (608) 524-6468
TO BE COMPLETED: FALL 2024

**ALL PROJECTS LISTED ARE AWARDED AS PRIME BIDDER
SPECIALIZING IN WATER AND SEWER PROJECTS**

KRUCZEK CONSTRUCTION INC.

3636 Kewaunee Road ~ Green Bay, WI 54311
Phone (920) 863-6841 ~ Fax (920) 863-2771

2023: FISH CREEK SANITARY DISTRICT NO. 1
CONTRACT AMOUNT: \$1,946,851.80
ENGINEER: CEDAR CORPORATION
ATTN: JUSTIN KEEN, P.E.
TO BE COMPLETED: MAY 2024

2024: CITY OF APPLETON W-24
CONTRACT AMOUNT: \$3,257,777.77
ENGINEER: CITY OF APPLETON
ATTN: SAMUEL BUETOW, P.E.
TO BE COMPLETED: OCTOBER 2024

**ALL PROJECTS LISTED ARE AWARDED AS PRIME BIDDER
SPECIALIZING IN WATER AND SEWER PROJECTS**

KRUCZEK CONSTRUCTION INC.

3636 Kewaunee Road ~ Green Bay, WI 54311

Phone (920) 863-6841 ~ Fax (920) 863-2771

“An Equal Opportunity Employer”

RE: Reference List

Please feel free to contact any of the following references listed below. Please call our office if you have any questions. Thank you.

Kruczek Construction Inc.

- | | |
|---|---|
| 1) City of Appleton
100 N. Appleton Street
Appleton, WI 54911
Phone (920) 832-6483
Attn: Samuel Buetow, P.E. | 2) City of De Pere
925 S. Sixth Street
De Pere, WI 54115
Phone (920) 339-4060
Attn: Eric Rakers, P.E. |
| 3) City of Rhinelander
135 S Stevens Street
Rhinelander, WI 54501
Phone (715) 362-4731
Attn: Tim Kingman, DPW | 4) Village of Howard
1336 Cornell Road
Green Bay, WI 54313
Phone (920) 434-4060
Attn: Geoff Farr, P.E. |
| 5) Rome Water Utility
298 Leisure Lane
Nekoosa, WI 54457
Phone (715) 572-9478
Attn: Chad Zeigler, Water Dept.
Superintendent | 6) City of Antigo
700 Edison Street
Antigo, WI 54409
Phone (715) 623-3633
Attn: Charlie Brinkmeier, DPW |
| 7) City of Mosinee
225 Main Street
Mosinee, WI 54455
Phone (715) 693-3840
Attn: Kevin Breit, DPW | 8) WIDOT
PO Box 7366
Madison, WI 53707
Phone (608) 566-1370
Attn: Mike Novey, P.E. |



January 22, 2024

Re: Kruczek Construction Inc.

To Whom It May Concern:

We are pleased to confirm that we continue to provide an operating line of credit to Kruczek Construction, Inc. in the amount of \$5,000,000.00 under terms and conditions contained within our loan agreement. The line currently has an outstanding balance of zero dollars. All payments are handled in a timely fashion. In addition, we can confirm that the company maintains deposit accounts with our bank, with average balances of a high six figure.

Bank of Luxembourg considers Kruczek Construction, Inc a valuable customer.

If you have any questions, please do not hesitate to call me at 920-845-2345 or email me at timtrem1@bankoflux.com.

Respectfully,

A handwritten signature in black ink that reads 'Tim Trem1'.

Tim Trem1
President
Bank of Luxembourg



January 22, 2024

Re: Bonding Limits for Kruczek Construction, Inc.

To Whom It May Concern:

Please be advised that Hudson Insurance Company of New York, NY has had the continuing privilege of providing bonding support to **Kruczek Construction, Inc.** of Green Bay, WI. Hudson Insurance Company has a Best Insurance Guide rating of A+ XV. We currently have a bonding line established with single job limits of \$10,000,000 and aggregate limitations of \$25,000,000. **By no means do these limits constitute maximums, as we will consider larger projects at the time a request is submitted to our company.**

We are of the opinion that **Kruczek Construction, Inc.** is one of the finest managed contracting firms in the industry. They have consistently handled each of their projects in a professional manner and all projects have been satisfactorily completed.

This letter is not an assumption of liability nor is it a bond. Subject to a routine underwriting review of the contract, bond forms, confirmation of adequate project funding and current underwriting information, we are prepared to arrange for the issuance of performance and payment bonds upon request. Please note that any decision regarding the extension of surety credit is between Hudson Insurance Company and **Kruczek Construction, Inc.**, and no liability attaches to third parties.

Should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Thomas O. Chambers".

Thomas O. Chambers
Attorney-in-Fact
Hudson Insurance Company



2626 49th Drive, Franksville, WI 53126
PHONE: 262.835.9576 or 800.264.1634
FAX: 262.835.9649
WEBSITE: www.shorewestsurety.com



Ridge Creek Accounting Solutions

Jennifer L. Messerschmidt, CPA - 2995 Ridge Ct, Greenleaf WI 54126 - (920) 619-0411

July 9, 2023

Independent Accountant's Review Report

I have reviewed the accompanying balance sheet of Kruczek Construction, Inc. as of March 31, 2023, and the related statements of income, retained earnings, and cash flows for the year then ended and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Managements Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the accounting principles generally accepted in the United States of America; this includes, design implantation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

Accountant's Responsibility

Based on my review, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Jennifer L. Messerschmidt, CPA
Ridge Creek Accounting Solutions

KRUCZEK CONSTRUCTION, INC.
BALANCE SHEET
March 31, 2023

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$	270,342
Accounts Receivable		91,491
Less: Allowance for Doubtful Accounts		(10,000)
Notes Receivable		339,787
Inventory		64,496
Revenue Earned on Contracts in Progress in Excess of Related Billings		1,644,548
Prepaid Expenses		73,014
Total Current Assets		2,473,678

INVESTMENTS

Certificate of Deposit		211,719
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PROPERTY AND EQUIPMENT, at cost

Equipment	\$ 7,834,411	
Vehicles	3,035,181	
Leasehold Improvements	602,860	
	11,472,452	
Less Accumulated Depreciation	(7,694,535)	3,777,917

TOTAL ASSETS	\$	6,463,315
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LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES

Accounts Payable	\$	790,789
Current Portion - Long Term Debt		696,056
Line of Credit		300,000
Payroll Taxes		46,955
Accrued Expense		8,568
Total Current Liabilities		1,842,368

LONG-TERM DEBT		1,019,858
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NOTES PAYABLE - OFFICERS		-
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DEFERRED INCOME TAXES		310,997
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STOCKHOLDERS' EQUITY

Common Stock issued, 2800 shares authorized no par, 600 share issued, 120 shares outstanding, net	\$	30,000
Retained Earnings		3,860,091
Treasury Stock (at cost) 480 Shares		(600,000)
		3,290,091

Total Liabilities and Stockholders' Equity	\$	6,463,315
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See accompanying notes and independent accountant's review report

KRUCZEK CONSTRUCTION, INC.
STATEMENT OF INCOME
For the Year Ended March 31, 2023

REVENUE FROM CONSTRUCTION		\$ 15,220,706
COST OF OPERATIONS		
Purchases- Materials	\$ 6,457,108	
Subcontractors	2,695,053	
Labor	1,886,659	
Bonding Expense	114,190	
Equipment Rental	125,365	
Operating Supplies	599,013	
	11,877,388	
GROSS PROFIT		3,343,318
OPERATING EXPENSES		
Administrative and Shop Wages	881,953	
Advertising	27,817	
Depreciation and Amortization	597,430	
Dues and Subscriptions	12,686	
Group Health Insurance	48,068	
Insurance	243,523	
Legal and Accounting Fees	25,834	
License and Permits	40,025	
Office Expense	23,714	
Officers' Wages	242,618	
Payroll taxes	294,091	
Property Taxes	13,967	
Rent-Other	8,171	
Rent-Shop	129,800	
Repairs and Maintenance	455,827	
Small Tools	57,377	
Telephone	17,211	
Travel-Job Sites	23,903	
Travel and Entertainment	49,298	
Utilities	26,910	
Miscellaneous Expense	1,858	
	3,222,081	
OPERATING INCOME		121,237
OTHER INCOME AND EXPENSE		
Interest Income	20,295	
Gain/Loss on Sale of Assets	111,500	
Employee Retention Credit, net	526,402	
Interest Expense	(71,078)	
Officer's Life Insurance	(8,563)	
Non Deductible Penalties	-	
Donations	(5,458)	
	573,098	
INCOME BEFORE INCOME TAXES		694,335
Provision for Income Taxes		-
	-	
NET INCOME		\$ 694,335

See accompanying notes and independent accountant's review report

KRUCZEK CONSTRUCTION, INC.
STATEMENT OF RETAINED EARNINGS
For the Year Ended March 31, 2023

BALANCE, April 1, 2022	3,165,756
PLUS: Net Income for year ended March 31, 2023	694,335
BALANCE, March 31, 2023	<u>\$ 3,860,091</u>

See accompanying notes and independent accountant's review report

KRUCZEK CONSTRUCTION, INC.
STATEMENT OF CASH FLOWS
For the Year Ended March 31, 2023

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	\$ 694,335
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and Amortization	551,097
Change in operating assets and liabilities:	
Accounts Receivable	(89,984)
Inventory	33,304
Revenue earned on Contract in Progress in excess of Related Billings	(260,116)
Prepaid Expenses	970
Accounts Payable	(236,618)
Interest and Income Taxes Payable	(16,699)
Payroll Taxes	30,859
Accrued Liabilities	(183)
	12,630

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Equipment/Vehicles	(247,192)
Note to Officer	(41,557)
	(288,749)

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from Bank Loans and Equipment Notes	66,519
Principal Payments on Bank Loans	(191,885)
Principal Payments on Equipment Notes	(96,289)
	(221,654)

Decrease in Cash Accounts	196,562
Cash Accounts at Beginning of Year	678,623
Cash Accounts at End of Year	\$ 482,061

See accompanying notes and independent accountant's review report

KRUCZEK CONSTRUCTION INC.

3636 Kewaunee Road ~ Green Bay, WI 54311

CORPORATE OFFICERS

JOHN KRUCZEK, PRESIDENT & SECRETARY - OWNER/OPERATOR, 50 YEARS EXPERIENCE IN SEWER, WATER, STORM SEWER, GRADING, GENERAL CONTRACTING AND BRIDGE BUILDING.

1973 – 1990; Wimmer Construction Inc., Wausau, WI

1990 – 1994; Jossart Construction Inc., Green Bay, WI

1994 – Present; Kruczek Construction Inc., Green Bay, WI

WALTER KRUCZEK, VICE PRESIDENT – OPERATOR/PROJECT MANAGER, 38 YEARS EXPERIENCE

1985 – 1994; Wimmer Construction Inc., Wausau, WI

1994 – Present; Kruczek Construction Inc., Green Bay, WI

PRINCIPLE MEMBERS OF PERSONNEL

DEREK KRUCZEK – SUPERINTENDENT, 2 YEARS EXPERIENCE, PIPELAYER/LABORER, 13 YEARS EXPERIENCE

LISA COLLINS – CLERICAL/OFFICE MANAGER, 20 YEARS EXPERIENCE

GREG SOUFAL – ESTIMATOR, 16 YEARS EXPERIENCE

KACEE KRUCZEK – ADMINISTRATIVE ASSISTANT, 5 YEARS EXPERIENCE

DALEN LEITERMAN – OPERATOR/FOREMAN, 39 YEARS EXPERIENCE

JOHN JOSSART – OPERATOR/FOREMAN, 30 YEARS EXPERIENCE

MICHAEL McVANE – OPERATOR/FOREMAN, 21 YEARS EXPERIENCE

JEREMY TENOR – OPERATOR/FOREMAN, 20 YEARS EXPERIENCE

BRADLEY LEITERMAN – OPERATOR/LABORER, 14 YEAR EXPERIENCE

CRAIG KUSKE – OPERATOR/PIPELAYER, 27 YEARS EXPERIENCE

TODD KARCHINSKI – OPERATOR/PIPELAYER, 34 YEARS EXPERIENCE

CORY SPICE – OPERATOR/LABORER, 17 YEARS EXPERIENCE

MATTHEW DAVISTER – OPERATOR/PIPELAYER/LABORER, 12 YEARS EXPERIENCE

MICHAEL BOUCHE- OPERATOR/FOREMAN, 20 YEARS EXPERIENCE

MICHAEL CORSTEN– PIPELAYER/LABORER, 7 YEARS EXPERIENCE

BRIAN KOEPP – LABORER/LANDSCAPE FOREMAN, 12 YEARS EXPERIENCE

ALEX HORTON- LABORER, 3 YEARS EXPERIENCE

ROGER WELSING - TRUCK DRIVER/OPERATOR, 44 YEARS EXPERIENCE

DARREN HEBEL – TRUCK DRIVER/LABORER, 29 YEARS EXPERIENCE

JOHN BERKHAHN – TRUCK DRIVER/LABORER, 19 YEARS EXPERIENCE

DAVID COOPMAN – TRUCK DRIVER/LABORER, 19 YEARS EXPERIENCE

MARK AYOTTE – TRUCK DRIVER, 4 YEARS EXPERIENCE

TAY DRYER – TRUCK DRIVER, 3 YEARS EXPERIENCE

JAMES WERTEL – TRUCK DRIVER/LOW BOY, 34 YEARS EXPERIENCE

RODNEY MINCHESKI – MECHANIC/SHOP FOREMAN, 29 YEARS EXPERIENCE

DARRELL ZIMMERMAN – SHOP/LABORER, 9 YEARS EXPERIENCE



January 18, 2022

	Year	Make	Model	Vehicle ID No.	Value	Year Purchased
1	1973	Ford	F756 Pumper Fire Truck	F75VR77390	\$7,500	
2	1983	GMC	Water Truck	1GDL7D1B6DV621468	\$6,800	
3	1990	Transcraft	Semi-Trailer	1TTF48207M1036072	\$2,500	
4	1991	Wells Cargo	Trailer	1WC200J27M1050965	\$2,500	
5	1992	Butler	Trailer	1BUD12205N1009945	\$2,500	
6	1992	Fairmont	Skid Steer Trailer	47SS142T5M1007050	\$5,000	
7	1993	Broek	Trailer	QWSV6352035000054	\$4,000	
8	1994	Homemade	Trailer	DPSMN940538	\$3,000	
9	1994	CZ Engineering	Trailer	4CZTC3029R118G245	\$5,000	
10	1996	Utility	Semitrailer	4ULS81919TM000018	\$2,500	
11	1996	Freightliner	FL70 Straight Truck	1FV6HLAC3TL678052	\$5,000	
12	1997	Mack	6 x 4 Dump Truck	1M2AD09C1VW005102	\$40,000	
13	1998	Mack	6 x 4 Dump Truck	1M2AD09C4WW006312	\$40,000	
14	1998		Aluminum Trailer	1A9UB1623WC241461	\$11,000	
15	1998	International	4700DT straight truck	1HTSCAAM1WH509230	\$3,000	
16	1999	Chevrolet	Tahoe	1GNEK13R1XJ533681	\$3,000	
17	1999	GMC	Pickup	1GDJK34XXF090145	\$7,000	
18	1999	STIGERS	TRAILER	1S9FT5162XK067162	\$6,500	
19	2000	Pace	Trailer	40LFB10175P116100	\$7,500	
20	2000	Freightliner	Pickup	1FV3GFBCXYHG50915	\$35,000	2020
21	2000	GMC	C8500 BRUSH TRUCK	1GDP7H1C8YJ505173	\$75,000	2021
22	2001	Sterling	LT9522 Quad-axle dump truck	2FZHAZAS91AH30568	\$45,000	
23	2001	Chevrolet	2500	1GCHC29U91Z331989	\$6,000	
24	2001	VAC STAR	TRAILER	5E3FT28N511000152	\$10,000	
25	2002	Felling	Semitrailer	5FTFE162021018186	\$15,000	
26	2002	Towmaster	Tandem Trailer	4KNFT24262L162104	\$3,500	
27	2003	Freightliner	Truck Tractor	1FVSALASX3LK44401	\$15,000	
28	2003	Sterling	Dump Truck	2FZHA2A583AK35486	\$45,000	
29	2003	Trail King	Tandem Axle Deck Trailer	1TKC024283M092002	\$3,800	
30	2003	International	4200SBA S/A Mechanics Truck	1HTMPAFM03H581795	\$95,000	
31	2003	GMC	PICK UP	1GDK71C23F514433	\$15,000	
32	2004	Conrail	Skid Steer Trailer	4KNUC16234L162062	\$10,000	
33	2004	Ford	F350 Truck	1FDWF36S34ED45983	\$25,000	
34	2004	ForestRiver	Trailer	4X4TCMV244N042437	\$6,000	2020
35	2004	Interstate	Trailer	1UK500H2041049223	\$7,200	2021
36	2004	CONTRAIL	TRAILER	4KNUC18274L161428	\$4,900	
37	2005	Chrysler	Town & Country Van	2C4GP54L75R161969	\$6,000	2021
38	2005	Chevrolet	Silverado 2500	1GCHK23265F960806	\$25,000	
39	2005	Mirage	Enclosed Trailer	4M3BE202051015834	\$13,000	
40	2005	Chrysler	Passenger Van	2C4GP54L45R327154	\$6,000	
41	2005	GMC	Truck	1GDJ7C1CX5F901175	\$25,000	2021
42	2005	International	Straight Truck	1HTMMAAP35H688322	\$60,000	2020
43	2006	Entyre	Semitrailer	1E92921776E11145	\$55,000	



44	2006	Conrail	Trailer 385	4KNUC16296L164031	\$25,000	
45	2006	Freightliner	Dump Truck	1FVSC5CV16HW86603	\$70,000	
46	2006	Ford	Baby Dump	1FDWF36P06ED84819	\$25,000	2020
47	2007	Buick	Terraza Van	5GADV23177D198177	\$6,000	2021
48	2008	Chevrolet	Uplander Van	1GNDV23W78D135910	\$6,000	
49	2008	Ford	F 350	1FTWW31R68EE52279	\$25,000	
50	2009	Dodge	Grand Caravan	1D8HN44E59B508761	\$6,000	2020
51	2009	LOAD TRAIL	TRAILER	4ZECH222291065788	\$12,000	2020
52	2010	Royal	Royal Cargo Trailers	5LABE1627AM105420	\$17,000	
53	2012	Chevrolet	3500	1GB4KZCL8CF150708	\$32,000	2021
54	2013	Homemade	Trailer	10000000010178WI	\$13,000	
55	2013	GMC	Sierra K2500 Denali	1GT125E87DF184088	\$32,000	
56	2013	INTL	Dump	1HTGRSJT0DJ199028	\$90,000	2020
57	2014	Big Dog Tilt	Trailer	4B9B1FK20ES050051	\$14,000	
58	2014	Liberty	Tandem Axle Trailer	5M4LF2520EF015860	\$14,000	
59	2014	Kenworth	T800 - Wally's Truck	1NKDX4TX3EJ413091	\$140,000	2021
60	2015	GMC	Sierra	1GT120EB0FF641619	\$40,000	
61	2016	Chevy	Pickup	1GC1KWE87GF282595	\$43,000	2020
62	2016	Load Trail	Dump Trailer	4ZEDT1423G1103472	\$15,000	2020
63	2016	Mack	Dump Truck	1M2AX16C0GH031822	\$100,000	2021
64	2016	Ford	F550	1FDUF5GT0GEB33590	\$40,000	2021
65	2017	Mack	Dump Truck	1M2AX16C7HM039174	\$110,000	2020
66	2018	Chevrolet	Silverado 2500HD	1GC1KVEY4JF248793	\$45,000	
67	2018	Freightliner	122SD Dump	3ALSGNDV1JDJY8533	\$120,000	2020
68	2018	Chevy	Silverado	1GC1KVEY0JF250038	\$46,000	2020
69	2018	PJ	Trailer	4P5DL1225J1276057	\$25,000	2021
70	2019	HMDE	TRAILER	10000000014916WI	\$25,000	
71	2021	GMC	Sierra 2500 HD	1GT49REY4MF157186	\$100,000	2020
72	2021	Talbert	Talbert 25 Ton trailer	40FRO3537M5041078	\$45,000	2021
73	1979	Ford	Straight Truck	K80DVFC6402	\$6,500	
74	1990	SPRTN	TRUCK	4S7BT9L06LC002885	\$6,500	
				TOTAL:	\$2,064,700	
				Total Vehicles:	\$2,064,700	
				Total Equipment:	\$4,396,670	
				Grand Total:	\$6,461,370	
				Purchased in 2020	\$846,500	
				Purchased in 2021	\$1,559,700	



January 18, 2022

	Year	Description	Estimated Replacement Cost Valuation	Year Purchased
1	1999	Hitachi Ex200LC-5 Excavator	\$95,000	
2	1999	Caterpillar Dozer D3C LGP111	\$45,000	
3	1999	John Deere 624H Loader	\$95,000	
4	2002	Caterpillar 345 Excavator	\$195,000	
5	2005	Caterpillar 330CL Excavator	\$205,000	
6	2003	Caterpillar 320 Excavator	\$90,000	
7	1996	Caterpillar 190E Loader	\$35,000	
8	1998	John Deere 110 Mini Excavator	\$35,000	
9	1986	Hitachi Ex200LC Excavator	\$40,000	
10	1998	John Deere 892 ELC Excavator	\$125,000	
11	1991	John Deere 892 DLC Excavator	\$80,000	
12	1990	Kobelco 400 SK400LC-11 Excavator	\$65,000	
13	1997	John Deere 310SE Tractor/Loader/Backhoe	\$55,000	
14	1984	John Deere 410SE Tractor/Loader/Backhoe	\$55,000	
15	1991	Caterpillar 963 Crawler Loader	\$35,000	
16	2002	Caterpillar 262 Skid Steer	\$47,500	
17	1999	John Deere 252B Skid Steer	\$35,000	
18	1995	John Deere 7775 Skid Steer	\$30,000	
19	2001	Asphalt Zipper	\$85,000	
20		Harley Tractor Power Rake	\$7,300	
21		Roscoe Broom Model RB28	\$5,250	
22	2011	Caterpillar 320DL	\$175,000	
23	2011	Caterpillar 314DLR RTH – S/N SSZ00321	142,000	
24	2006	New Holland C185 Track Skid Steer S/N N6M440632	\$15,000	
25		Broce RC 300 Street Sweeper S/N 87622	\$6,500	
26		Waldon VR 05 Street Sweeper S/N 17967	\$5,000	
27		Caterpillar 436 Loader Backhoe S/N 8TN0031	\$30,000	
28	2010	Cat 321 LCR Excavator	\$95,000	
29	2012	Cat 950K Wheel Loader	\$163,000	
30		D6M Cat Track Tractor S/N 4JN01648	\$30,595	
31		Caterpillar D6H Crawler Dozer S/N 3YG06006	\$43,000	
32	2013	Compactors S/N:CVP119	\$20,000	
33	2013	Compactors S/N:CVP110	\$20,000	
34	2004	Caterpillar 320L Excavator S/N:PAB00858	\$50,000	
35		Case W602D Vibratory Roller S/N:84009915	\$15,000	
36	2016	Cat 336FL Excavator S/N: RKB02099	\$318,750	
37		1992 Bobcat 742B Skid Steer 509418505	\$10,000	
38	2013	2013 Cat 314 EL Hydraulic Excavator ZJT001174	\$110,775	
39		Hitachi ZX600 S/N 4370	\$150,000	
40		65KW Cat Generator Set 5FTGE1629F2001035	\$30,000	
41		John Deere Mini Excavator S/N 1FF026GXPFK261279	\$25,000	
42	2016	Caterpillar 262D Ski Steer DTB06036	\$28,500	2020



43	2020	Hitachi Zaxis 210 LC-6FT4 Excavator 1FFDC571LLF340792 <i>John Deere Financial</i>	\$150,000	2020
44	2019	Hitachi ZW180-6 s/n 05329 w/3.5 cy GEM Bucket x/n 5539; JRB416 Forks and accessories	\$158,000	2021
45	2019	Hitachi ZW180-6 s/n 05209 w/3.5 cy GEM Bucket x/n 5465; JRB416 Forks sn 5719and accessories	\$158,000	2021
46	2018	Caterpillar SkidSteer model #259D SN ZATO259DHFTL15538	\$60,000	2021
47	2021	Hitachi ZW180-6 s/n 05558 w/3.5 cy GEM Bucket x/n 5779; JRB416 Forks sn TBD and accessories <i>Leaf Funding</i>	\$186,250	2021
48	2021	Hitachi ZW180-6 s/n 05600 w/3.5 cy GEM Bucket s/n 5798; JRB416 Forks s/n TBD and accessories <i>Leaf Funding</i>	\$186,250	2021
49	2021	Traffic Control System	\$40,000	2021
50	2021	Traffic Control System	\$40,000	2021
51		Taylor Y-30-W0 Diesel Forklift w/ 9' forks SN: S-40-11801	\$38,000	2021
52		CAT 345B Excavator Pin: CAT0345BVAG501144	\$134,000	2021
53		Powerscreen Commander 408 Screener w/ PowerScreen T4026 Conveyor	\$58,000	2021
		Subtotal	\$4,151,670	
		Miscellaneous Equipment	\$245,000	
		Total Owned Equipment	\$4,396,670	
		limit at February 2021 renewal	\$3,688,170	
		difference 2-24-21 inception to current changes	\$708,500	
		Policy maximum per item	\$350,000	
		Extension for Job Trailers	25,000 per trailer	
			\$50,000 all trailers	
		various leased equipment during policy term	50,000 max per item	

WCRB Experience Modification Lookup

Primary Risk Name: KRUCZEK CONSTRUCTION INC

Address: 3636 KEWAUNEE ROAD GREEN BAY , WI 54311

Risk Combo ID: 013060058

Risk Coverage ID: 0145846

Last Inspection: None

Effective Year	Experience Modification	Status (1)	Revision Number	Rating Type (2)	Release Date	WCPAP Factor (3)
2023	0.92	Released	000	N	09/12/2022	None
2022	1.02	Released	000	N	09/29/2021	.10
2021	1.32	Released	000	N	09/21/2020	.10
2020	1.21	Released	000	N	10/01/2019	.10
2019	1.40	Released	000	N	09/19/2018	.05
2018	1.05	Released	001	N	09/13/2017	.09

(1) Status shown as "DNQ" means that the Risk does not meet the minimum premium eligibility requirements (Does Not Qualify) for experience rating. The DNQ status remains effective until the minimum premium eligibility requirements are met. When consecutive DNQs occur, a gap in the effective year will result.

(2) Rating Type:

N = "Normal"

This means that payroll and loss data from all applicable policies and report levels have been included in the rating, and no rate change is pending.

C = "Contingent"

This means that the Bureau is missing one unit statistical report from the experience rating calculation, however, a rating has been released in accordance with the rules of the Experience Rating Plan.

(3) WCPAP Factor:

If a WCPAP factor is available, the Factor will appear only when an experience modification factor is available for that effective year. In the event there is no experience modification listed for a year, go to [WCPAP Lookup](#) to retrieve any available WCPAP factor.

DNQ = "Does Not Qualify"

This indicates the Risk does not meet the minimum eligibility requirements for a WCPAP credit.

None

This indicates there are no WCPAP Credit/DNQ results available.

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Kruczek Construction Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></p>	
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 3636 Kewaunee Rd.</p> <p>6 City, state, and ZIP code Green Bay WI 54311</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
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	-		-							
or										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; border: 1px solid black;">3</td> <td style="width: 12.5%; border: 1px solid black;">9</td> <td style="width: 12.5%; border: 1px solid black;">-</td> <td style="width: 12.5%; border: 1px solid black;">1</td> <td style="width: 12.5%; border: 1px solid black;">4</td> <td style="width: 12.5%; border: 1px solid black;">0</td> <td style="width: 12.5%; border: 1px solid black;">2</td> <td style="width: 12.5%; border: 1px solid black;">2</td> <td style="width: 12.5%; border: 1px solid black;">2</td> <td style="width: 12.5%; border: 1px solid black;">8</td> </tr> </table>	3	9	-	1	4	0	2	2	2	8
3	9	-	1	4	0	2	2	2	8	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ Melley Lynn Mary Kruczek U.P.	Date ▶ 01/03/2024
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

5% BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

<p>Bidder Name: Kruczek Construction, Inc. Address (principal place of business): 3636 Kewaunee Road Green Bay, WI 54311</p>	<p>Surety Name: Hudson Insurance Company Address (principal place of business): 100 William Street, 5th Floor New York, NY 10038</p>
<p>Owner Name: Village of Fredonia Address (principal place of business): 242 Government Center Fredonia, WI 53021</p>	<p>Bid Project (name and location): BUSINESS PARK EXPANSION CONTRACT 1-2024 Bid Due Date: 2/29/2024</p>
<p>Bond Penal Sum: 5% ***FIVE PERCENT OF AMOUNT BID*** Date of Bond: 2/29/2024</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder Kruczek Construction, Inc.</p>	<p>Surety Hudson Insurance Company</p>
<p>By: _____ (Full formal name of Bidder)</p>	<p>By: _____ (Full formal name of Surety) (corporate seal)</p>
<p>Name: _____ (Signature)</p>	<p>Name: _____ (Signature) (Attach Power of</p>
<p>Name: Wally Kruczek (Printed or typed)</p>	<p>Name: Todd Schaap (Printed or typed)</p>
<p>Title: Vice President</p>	<p>Title: Attorney-in-Fact</p>
<p>Attest: _____ (Signature)</p>	<p>Attest: _____ (Signature)</p>
<p>Name: Lisa M. Collins (Printed or typed)</p>	<p>Name: Rosa Hernandez (Printed or typed)</p>
<p>Title: Office Manager</p>	<p>Title: Witness</p>
<p>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schaap of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 3rd day of June, 2022 at New York, New York.



Handwritten signature of Dina Daskalakis

Attest Dina Daskalakis Corporate Secretary

HUDSON INSURANCE COMPANY

Handwritten signature of Michael P. Cifone

By Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 3rd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

Handwritten signature of Ann Murphy

(Notarial Seal)



ANN MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 29th day of February, 2024.



Handwritten signature of Dina Daskalakis

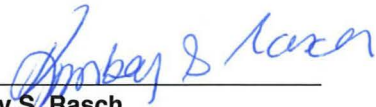
By Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN)

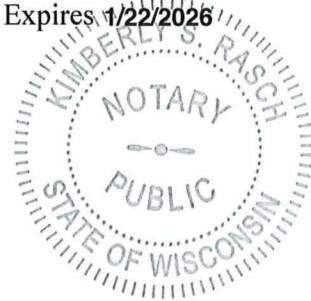
COUNTY OF **Kenosha**)

ON THIS 29th day of February, 2024,

before me, a notary public, within and for said County and State, personally appeared Todd Schaap to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the Hudson Insurance Company, a corporation of Delaware, created, organized and existing under and by virtue of the laws of the State of Delaware; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Todd Schaap did acknowledge that he/she executed the said instrument as the free act and deed of said Company.



Kimberly S. Rasch
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **1/22/2026**



PO Box 159
242 Fredonia Avenue
Fredonia, WI 53021
Phone: 262-692-9125
Fax: 262-692-2883



Administrator: Christophe Jenkins
admin@fredoniawi.gov
Clerk: Michelle T. Johnson
clerk@fredoniawi.gov
Treasurer: Melissa Depies
treasurer@fredoniawi.gov

March 5, 2024

Marshal Davel plans to review Wis Stats 349.18 with the board and offer his opinion in person.

349.18 Additional traffic-control authority of counties and municipalities.

(1) Any city, village or town, by ordinance, may:

(a) Designate the number of persons that may ride on a motor bicycle at any one time and the highways upon which a motor bicycle or moped may or may not be operated.

(b) Establish a golf cart crossing point upon a highway within its limits. An ordinance enacted under this paragraph shall require that a golf cart stop and yield the right-of-way to all vehicles approaching on the highway before crossing the highway. The ordinance may require that a golf cart be equipped with reflective devices as specified in the ordinance. The city, village or town shall place a sign of a type approved by the department to mark the crossing point on both sides of the highway.

(c) Regulate the operation of a golf cart to and from a golf course for a distance not to exceed one mile upon a highway under its exclusive jurisdiction. The city, village or town shall place a sign of a type approved by the department to mark any golf cart travel route designated by the ordinance.

(d) Establish a time earlier than that specified in s. 346.94 (23) (d) after which a person may not drive a commercial quadricycle occupied by passengers within the city, village, or town.

(1m)

(a) Except as provided in par. (c), a municipality may, by ordinance, allow the operation of golf carts on any highway that has a speed limit of 25 miles per hour or less and that is located within the territorial boundaries of the municipality, regardless of whether the municipality has jurisdiction, for maintenance purposes, over the highway.

(b) Except as provided in par. (c), a county may, by ordinance, allow the operation of golf carts on any highway that has a speed limit of 25 miles per hour or less and that is under the jurisdiction, for maintenance purposes, of the county.

(c)

1. An ordinance under this subsection may not allow the operation of golf carts on or, except as provided in subd. 2., across any state trunk highway or connecting highway.

2. A municipality or county may, by ordinance, allow the operation of golf carts across a state trunk or connecting highway if the state trunk or connecting highway has a speed limit of 35 miles per hour or less, the highway crossing will connect highways designated for golf cart operation under par. (a) or (b), and the municipality or county provides sufficient funds to the department to cover the costs of erecting and maintaining highway crossing signs. If a highway crossing is established under this subdivision, the department shall erect and maintain any signs necessary to mark the crossing.

349.18(1m)(d)(d) An ordinance under this subsection may include a definition of the term "golf cart."

(2) Any city, town or village may by ordinance enacted pursuant to s. 349.06 regulate the operation of bicycles and motor bicycles and may by ordinance require registration of any bicycle or motor bicycle owned by a resident of the city, town or village, including the payment of a registration fee.

(3) Any county, by ordinance, may require the registration of any bicycle or motor bicycle owned by a resident of the county if the bicycle or motor bicycle is not subject to registration under sub. (2). Such ordinance does not apply to any bicycle or motor bicycle subject to registration under sub. (2), even if the effective date of the ordinance under sub. (2) is later than the effective date of the county ordinance. A county may charge a fee for the registration.

(4)

(a) The governing body of a municipality or county may by ordinance prohibit the operation, with the power unit in operation, of electric bicycles on bikeways, as defined under s. 84.60 (1) (a), under its jurisdiction.

(b) The department of natural resources may promulgate rules prohibiting the operation, with the power unit in operation, of electric bicycles on bikeways, as defined under s. 84.60 (1) (a), under its jurisdiction.



Request for Board Consideration

Item Description: Village of Fredonia Updated Financial and Purchase Policies	
Report Prepared By: Administrator Jenkins	
Report Date: 2-28-24	Meeting Date: 3-7-24
Strategic Priority? <ul style="list-style-type: none"> ○ Smart Residential, Industrial, or Commercial Growth ★ Responsible Fiscal Priority ○ Supports Public Safety and Infrastructure ○ Encourages Open Communication and Collaboration ○ Strong Sense of Community 	
Fiscal Summary: N/A	
Budget Line Item: N/A	
Wisconsin Statute or Local Ordinance: N/A	
Background Analysis: In 2023, Administration was tasked with beginning to update the villages financial policies. This began with adoption of a simplified purchase policy that we've been utilizing since Spring of 2023. During the most recent borrowing discussion, Ehlers reviewed our current policies and stated some information seemed out of date and could use some updates. Administration reviewed financial policies from like-sized municipalities and settled on a one to use as a draft. This draft was than modified and updated by staff, our team at Ehlers, and then reviewed by the Village's Finance Committee who recommends approval.	
Staff Comments: There are two pieces to this document: 1) the overarching financial policies that control debt limits, investments, CIP and budget adoption, etc... and 2) a breakdown of our purchase policy that we will utilize daily. Both documents set healthy limits to what decision making can be handled internally with staff and at what levels and situations elected officials should be involved.	
Administrator's Recommendation: Approve	
Action Requested: Motion to Approve Village of Fredonia Financial and Purchase Policies as Recommended by the Finance Committee	
Attachments: <ol style="list-style-type: none"> 1. Village of Fredonia, WI Financial Policy 2. Village of Fredonia, WI Purchase Policy 	

Village of Fredonia

242 Fredonia Ave
Fredonia, WI 53021

Budget and Financial Policies



Adopted by Village Board:

Budget and Financial Policies

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Introduction

The financial policies of the Village of Fredonia establish a framework for the overall fiscal management of the Village. They are guidelines that have been established by the Village Board and should be followed when making financial decisions impacting the future of the Village. These policies may be updated by the Village in the future as necessary.

The purpose for these policies are:

- To improve the Village's fiscal position.
- To provide a consistent framework for financial decision making in lieu of changes in elected or appointed officials.
- To improve credibility and confidence among residents, taxpayers, and investors in the financial management of the Village.

Operations Budget Policies

Annual Budget Process

The Village will prepare an annual budget based on generally accepted accounting principles. Department heads (Clerk, Treasurer, Director of Public Works, etc.), with assistance from the Village Administrator, will be responsible for preparation of their annual capital and operating budgets. The Village Administrator is responsible for creating the budget and presenting it to the Village Board for review and approval.

The Village Board will adopt the annual budget at a meeting held for that purpose in mid-November, following a public hearing and following all procedures as required by state statute.

Development Philosophy

The philosophy for Village budget development includes the following guides:

- The Village will utilize information contained in any comprehensive and strategic plans, emergency operations plan, and any other planning documents for support of budget priorities.
- The Village will strive to ensure that Village service priorities keep pace with the needs of the community by incorporating a needs review as part of the budget process.
- Quality programs and services will be offered by the Village of Fredonia. If expenditure reductions are necessary, program or service elimination is preferable to poor or marginal quality programs.
- As much as reasonably possible, Village services that provide private benefit should be supported in whole or in part by fees and charges.

Audit

An annual audit will be performed by an independent public accounting firm which will issue an opinion on the annual financial statements of the Village.

Budget Adjustments and Balances

Budget Adjustments

Mid-year adjustments within budgeted accounts of a department may be made by department heads that have advised the Village Administrator accordingly. Budget amendments, which change a budget appropriation or are transfers between departments must be approved by a 2/3 majority of the Village Board. As necessary, typically at the end of the year, the Administrator may also present to the Board needed budget adjustments to maintain a balanced budget at year end.

Uncompleted Projects or Appropriations

Any projects which are still considered open or uncompleted at year end shall be presented to the Board at the last meeting held in December by the Village Administrator or during the budget approval process. The Board shall determine if funds will be designated for the following year to complete the open or uncompleted project.

All appropriations lapse at year end and, unless reserved for a specified use, are transferred into the undesignated fund balance. Appropriations which lapse at year end due to increases in efficiency or changes in services, or projects that result in a new cost savings, shall be recognized by the Village Board. Savings shall be used in future years to the benefit of the department which developed the savings if feasible.

Budget Reporting

A statement of bills and a summary report of account balances shall be provided to the Board at its regular meetings for approval. Year to date reports comparing actual to budgeted expenditures will be provided to the Village Board upon request and provided to department heads bi-monthly or quarterly.

Donations

Donations accepted by the Village for a specified purpose shall be used exclusively for that purpose. For example, a donation made to Fredonia Parks & Recreation for purchase of a specific piece of equipment shall only be used for that purpose or the donation shall not be accepted.

Collateralization

The Village shall maintain full collateralization of all Village accounts throughout the year unless authorization is granted by the Village Board. The Village may seek to collateralize accounts through the use of collateral agreements with financial institutions or through diversification of accounts at several institutions. Any collateral agreement shall be approved by the Village Board.

Purchasing Policy

The Village shall maintain a Purchasing Policy as a supplement to these Budget and Financial Policies which shall be reviewed and updated as necessary and provide further detail on expenditure approvals.

Debt Policy

Objective

The Village shall strive to maintain a balanced relationship financing its capital improvements through utilization of current revenues and issuance of long-term debt. The Village recognizes that access to capital markets over the long term is dependent upon the Village's commitment to full and timely repayment of debt.

Policy

The Village may issue bonds and notes for the purpose of financing its capital improvements or to refund existing debt. The Village will not use long term debt for financing current operations.

General Guidelines

- 1) The Village shall assess the fiscal impact of the debt prior to issuance.
- 2) The length of term of borrowing should not exceed the useful life of the assets or projects for which funding will be used.
- 3) General obligation debt shall not exceed Wisconsin State statute limitations of 5% of equalized valuation.
- 4) Total annual debt service payments on tax-supported debt of the Village will not exceed 25% of total general government operating revenue.
- 5) The Village shall not incur debt obligations which have variable interest rates, negative amortization, unusual deferred principal payment or other risky attributes.

Refunding

Periodic reviews of outstanding debt by Village staff shall be undertaken to determine refunding opportunities. Refunding may be considered by the Village Board if it appears there may be a net economic benefit. In general, refunding for savings may be undertaken when the present value of future annual debt service savings net of issuance cost amount to at least 3% of the refunded debt.

Disclosure

The Village is committed to transparent financial disclosure, and to cooperating fully with rating agencies, institutional investors, other units of government, and the general public, in order to share clear, comprehensible, and accurate financial information. The Village Administrator or designee shall provide continuing disclosure in compliance with any continuing disclosure certifications that may be made at the time of each debt issuance.

Capital Improvement Plan Policy

Policy

The Village shall create and maintain a five-year Capital Improvement Plan (CIP) to plan for and finance Village capital projects. As necessary, longer term CIPs may be created.

General Guidelines

- 1) The CIP will be reviewed and updated annually.
- 2) Where feasible, the Village shall use all sources of revenue available before using local property tax funds or borrowing. Department heads are encouraged to apply for any private, state or federal funding sources available to leverage local property taxes.
- 3) Expenditures and funding sources shall be so arranged as to smooth out the property tax rate, therein avoiding significant fluctuations in property tax rates from year to year.
- 4) The use of special assessment shall be in conformance with the Village's Ordinances.
- 5) Under no circumstances shall the Village install public improvements for private development without fully securing the financial interests of the Village.
- 6) The CIP will generally be financed on a "pay-as-you-go" basis. However, the need to finance major expenditures by borrowing will be reviewed as necessary and consistent with the Debt Policy. The decision to use current financial resources or to borrow will be based on the following factors:
 - a. Type of Project – The projected useful life of the project will be the determinant. The longer life of the project, the greater justification for borrowing.
 - b. Cost of Project – The larger the cost of the project, the greater justification for borrowing.
 - c. Funding Source – The degree of certainty that exists on the future level and availability of a particular funding source is a factor.
 - d. Fund Availability – If adequate fund balances are available, there is less justification for borrowing.
 - e. Bond Market – Status of the market condition, i.e., interest rates and terms.

Fund Balance Policy

Objective

The objective of the Fund Balance Policy is to set guidelines for the control and reporting of all of the Village's fund balance assignments. An adequate fund balance level is an essential element in both short-term and long-term financial planning. Maintenance of sufficient levels of fund balance enables the Village to stabilize funding for operations, stabilize taxes and fees, and realize cost savings in issuing debt. This fund balance policy is meant to serve as the framework upon which consistent operations may be built and sustained.

Definition

Fund Balance: The difference between assets and liabilities in a governmental funds (i.e., enterprise, general fund, special revenue funds, capital projects funds, debt service fund and permanent funds).

Non-spendable Fund Balance: Describes the amount of a fund balance that cannot be spent because it is either not in spendable form or there is a legal or contractual requirement for the funds to remain intact.

Spendable Fund Balance: Describes the amount of fund balance that is available for appropriation based on the constraints that control how specific amounts can be spent. Typically, a significant portion of a government's spendable resources can be spend only for specific purposes.

Restricted Fund Balance: The restricted fund balance category includes the portion of the spendable fund balance that reflects constraints on spending because of legal restrictions stipulated by outside parties or based on state statutes or grant requirements placed on the use for specific purposes. Examples include refuse, environmental fee, impact fees and tax increment funds.

Committed Fund Balance: The committed fund balance category includes the portion of spendable fund balance that reflects constraints that the Village has imposed upon itself by a formal action of the Village Board (for example, an ordinance or resolution passed by the Village Board). This constraint must be imposed by year end, but the amount can be determined at a later date. It also requires Village Board action to change the purpose. Examples include the trail development fund or park impact fees.

Assigned Fund Balance: The assigned fund balance category includes the portion of spendable fund balance that reflects funds intended to be used by the government for specific purposes assigned by more informal operational plans. Generally, the assigned balance will be used in the subsequent year's budget.

Unassigned Fund Balance: The unassigned fund balance category includes the portion of spendable fund balance not contained in the other categories and the residual for the government's General Fund (i.e., residual net resources, or the balance after restricted, committed and assigned). The unassigned fund balance is available for any purpose.

These are the current resources available for which there are no government self-imposed limitations or set spending plan. Although there is generally no set spending plan for the unassigned portion, there is a need to maintain a certain funding level.

Unassigned fund balance is commonly used for emergency expenditures not previously considered. In addition, the resources classified as unassigned can be used to cover expenditures for revenues not yet received.

Flow of Funds: The policy of the Village guiding the order of fund balance spend-down shall be as follows: 1) restricted; 2) committed; 3) assigned; and 4) unassigned. This order will be used for purposes of reporting fund balance.

Minimum Fund Balance: In order to maintain sufficient cash reserves for working capital and emergency expenditures, the Village needs to develop and adopt a minimum fund balance policy.

The following are the overarching funds for which financial statements are prepared:

Governmental Funds: All funds except for the proprietary funds. There are five types of governmental funds (General, Special Revenue, Debt Service, Capital Projects, Permanent, Enterprise and Internal Service). The Village utilizes three (3) type of governmental funds:

General Fund: A government's primary operating activities. Used to account for day-today operations of the Village, including: Village Board, Administrative and Financial services, Human Resources, Community Development, Economic Development, Public Works, Engineering, Police, Fire, and non-departmental services unaccounted for in other funds.

Proprietary Funds: Reports on activities financed primarily by revenues generate by the activities themselves, such as a municipal utility. There are two types of proprietary funds:

Enterprise Funds: Account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges and is self-supporting in nature. The Village's Enterprise Funds is used to account for the operations of the Stormwater Utility.

Policy

General Fund

The Village will establish a contingency fund to provide for unanticipated expenditures of a non-recurring nature. This contingency will be equal to 5 percent of the total General Fund operating expenditures excluding capital outlay and debt service. If unused during the fiscal year, up to \$25,000 of this fund may be considered part of the Village's unreserved, unassigned fund balance at year-end. The Village wishes to minimize its dependence on revenues not

controlled by the Village; therefore, a long-term goal is to increase General Fund revenues from Village controlled sources.

The Village will also maintain a working capital reserve (current assets less current liabilities) of 30% percent of the General Fund operating budget to provide funds for reasonable cash flow needs. This reserve will also be used when the Village encounters unforeseen emergencies such as storms, floods, severe unexpected increases in service costs or decrease in revenue, or other situations that are determined to be an emergency by the Village Board.

Restricted General Fund Balance

Once the annual audit of the Village is complete, the Village will report restricted fund balances for amounts that have applicable legal restrictions, per provisions of GASB #54.

Committed General Fund Balance

Prior to the end of each fiscal year, the Village will determine the specific purposes of committed fund balance. Any new specific purposes will be set forth in a Village Board resolution with the final amount being determined at or after year-end. Specific purposes for committed fund balance approved in prior year resolutions will be carried forward until changed by a current year resolution. In most instances, general fund non-lapsing accounts or other previously designated amounts will be reported as committed fund balance.

Assigned General Fund Balance

The authority to assign general fund balance relating to the carryover of fund balance at the close of each fiscal year has been delegated to the Village Administrator. These assigned funds must be reported to the Village Board. The Village Board has the authority to remove or change the assignment of the funds with a simple majority vote.

Unassigned General Fund Balance

The Village Board has established a minimum General Fund unassigned fund balance goal of 30 percent of total current annual General Fund operating expenditures excluding capital outlay and debt service. Any projected surplus over 30 percent will be available for use by the Village as determined once the annual audit of the Village is complete, generally, for one-time projects, debt reduction or allocation to a committed fund balance.

Once the annual audit of the Village is complete, the unassigned General Fund balance will be annually calculated by the Village Administrator, or designee. In the event that the unassigned General Fund balance is calculated to be less than the policy anticipates, the Village shall plan to adjust budget resources in the subsequent fiscal years to restore the balance. Except in extraordinary circumstances the unassigned General Fund balance should not be used to fund any portion of the ongoing operating expenditures. It should primarily be used to insure adequate assigned balances, to respond to unforeseen emergencies, to provide cash flow, and to provide overall financial stability. Whenever, General Fund balance funds are used, the reserve will be replenished as soon as possible.

Total General Fund Cash and Investments/Liabilities: The goal of the Village is to keep sufficient cash and short-term investments available to meet short-term liabilities.

Enterprise Funds

The appropriate net position of Enterprise Funds will be maintained to ensure adequate maintenance reserves and to ensure that cash flow balancing requirements and legal restrictions are met.

Reserves: The Village will maintain a minimum level of Working Capital (current assets minus current liabilities) of its Enterprise Funds equal to three months of regular, on-going operating expenses including transfers out.

In the event that the reserves are used resulting in a balance below the three month minimum, the Village Administrator, or designee, will develop a plan to be presented during the annual budget process. The Village Administrator will also ensure that net operating revenues of the Enterprise Funds that hold revenue debt constitute a minimum of 1.5 times the annual Debt Service requirements. The Village Administrator will review the Enterprise Fund Reserves once the annual audit of the Village is complete.

Rate Structure: Each Enterprise Fund will maintain an adequate rate structure to cover the costs of all operations, including maintenance, depreciation, capital and debt service requirements, reserves, and any other cost deemed necessary. Enterprise Fund rate structures will be reviewed by the Village Administrator at least annually.

Formula

The formula for computing the contingency expenditure appropriation:

Contingency Fund

General Fund Operating Expenditures * 5% = Contingency expenditure appropriation
(Less capital outlay and debt service)

The formula for computing the fund balance percentage is as follows:

Unassigned Fund Balance

General Fund Operating Expenditures * 30% = Unassigned Fund Balance amount
(Less capital outlay and debt service)

Investment Policy (Rev. 9.17.19)

Objective

To establish a uniform policy governing the investment of operating funds of the Village of Fredonia.

Policy

It is the policy of the Village of Fredonia to invest public funds in a manner that will provide the highest investment return consistent with the protection of principal while meeting the daily cash flow demands of the Village. The Village shall conform to all applicable legal requirements governing the investment of public funds.

Investment Objective

The primary objectives, in priority order, of the Village of Fredonia investment activities shall be:

Safety

Investments of the Village shall be undertaken in a manner that seeks to ensure the preservation of capital. The objective will be to mitigate credit risk, interest rate risk and custodial risk.

Credit Risk

The Village will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the types of securities permitted under Wisconsin Statutes Chapter 66.0603.
- The Village Board shall by resolution approve the public depositories that are deemed appropriate for use under Wisconsin and Federal law.
- Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

Interest Rate Risk

The Village will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

Custodial Risk

The Village will minimize custodial risk, which is the risk that in the event of a financial institution failure, the Village's deposits may not be returned to it, by:

- Maintaining a list of public depositories, financial institutions and broker/dealers authorized to provide deposit and investment services.
- All public depositories, financial institutions and broker/dealers authorized to provide deposit and investment services must supply as appropriate audited financial

statements demonstrating compliance with state and federal capital adequacy guidelines.

Liquidity

Village investments will remain sufficiently liquid to enable the Village to meet all operating requirements that might be reasonably anticipated.

Return on Investments

Village investments shall be designed with the objective of attempting to attain a market rate of return throughout budgetary and economic cycles, taking into account investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

Delegation of Authority

Management responsibility for the investment of funds is hereby delegated to the Village Administrator, or his/her designee, with oversight by the Village Board.

Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. The standard of care to be used by investment officials shall be the "prudent person" standard, which states "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived" and shall be applied in the context of managing an overall portfolio.

Authorized and Suitable Investments

The investment of Village funds shall be in accordance with Wisconsin statute 66.0603 (1m). Permitted investments include:

Certificates of Deposit (CD). Village funds may be invested in a CD at any financial institution authorized as a public depository for the Village.

- As practicable, investment amounts are limited to the maximum of state and FDIC insurance limits for each institution unless collateralized.

Local Government Investment Pool (LGIP). Village funds may be invested in the Wisconsin Local Government Investment Pool.

U.S. Treasuries. Treasury obligations which carry the full faith and credit guarantee of the United States government or by a commission, board or other instrumentality of the United States government.

Money Market and Savings Deposit. Village funds may be invested in interest bearing checking, savings and money market accounts provided by a Village approved public depository.

Internal Controls

The Administrator, or his/her designee, shall establish a system of internal controls designed to prevent losses of Village funds arising from fraud, misrepresentation by third parties, unanticipated changes in financial markets, employee error or imprudent actions by employees.

Internal controls shall address:

- Separation of transaction authority from accounting and record keeping.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Dual authorizations of wire transfers.
- Development of a wire transfer agreement with the lead bank and third-party custodian.
- Investment and interest earnings will be recorded in the Village's accounting records based on generally accepted government accounting procedures.
- A monthly summary of all investment transactions will be prepared by the Administrator, or his/her designee for review by the Village Board.

Investment Parameters

Diversification

Investments shall be diversified by:

- Limiting investments to avoid over concentration in securities from a specific issuer, industry or business sector, excluding U.S. Treasury obligations.
- Investing in securities with varying maturities.
- Continuously investing a portion of the investment portfolio in readily available funds such as local government investment pools, money market accounts or money market mutual funds permissible under state statute.

Reporting

The Administrator, or his/her designee, shall present a monthly report on the investment program and investment activity to the Village Board. The report shall include a management summary displaying the status of the investment portfolio and transactions made over the previous month. The management summary shall be prepared in a manner that will allow the Village Board to determine if investment activities during the reporting period conform to this Investment Policy.

Pooling of Cash

Except where otherwise provided by the Village Board, the Administrator, or his/her designee, is authorized to pool the cash of various funds to maximize investment earnings where it is

advantageous and prudent to do so. Investment income will be allocated to the various funds based on the pro rata portion of each fund.

Adoption and Approval

The Investment Policy shall be formally approved and adopted by the Village Board and reviewed as needed.



Village of Fredonia Purchasing Policy

The following policy is established for the purchase of goods and services on behalf of the Village of Fredonia. This policy shall take effect upon adoption by the Village Board.

- 1) **PURPOSE:** It is the purpose of this policy to:
 - a) Clarify the system of purchasing contractual services, material, and equipment for the Village;
 - b) Determine the levels of approval necessary before purchasing contractual and professional services (not including professional engineering), material, and equipment for the Village;
 - c) Provide public confidence in the procedures used in public purchasing;
 - d) Ensure fair treatment of all persons who deal with the Village procurement system;
 - e) Provide economy and value in Village purchasing activities;
 - f) Foster competition within the free enterprise system where possible and appropriate;
 - g) Promote a detailed operating and capital improvement budgeting process;
 - h) Provide safeguards for the assurance of a purchasing system of quality and integrity.

- 2) **PURCHASING AGENT:** The Village Administrator is hereby designated the Purchasing Agent, hereinafter named "Agent," for the Village. The Agent may delegate authority to any designee for the preparation of specifications, the obtaining of quotations as may be required, and the purchase of items as specified in this policy.
 - a) The terms of this policy are applicable to the purchase of all budgeted and non-budgeted goods and non-professional services.
 - b) All departments shall adhere to this purchasing policy.
 - c) The Agent is hereby granted the authority to make all budgeted purchases in accordance with the provisions of this policy for all items not specifically requiring Village Board approval. For items requiring Village Board approval, the Agent is authorized to solicit bids or quotes for Village Board approval.
 - d) Should the Agent not be available to provide an approval as required by this policy for a period of five or more business days, the Village President shall be authorized to provide necessary approvals. Any approvals made by the Village President shall be brought to the attention of the Agent upon his/her return.

PROCEDURES TO BE FOLLOWED WHENEVER PURCHASES ARE MADE.

(See Attachment A for a Summary)

3) **PURCHASING LEVELS:** Levels of purchasing authority shall be as follows:

Budgeted Purchases

- a) The authority to award or reject all bids, proposals, and/or quotes equal to or greater than \$25,000 shall remain with the Village Board.
- b) The authority to award or reject any and/or all bids, proposals, and/or quotes in the amount of \$24,999 or less for all budgeted purposes shall be granted to the Agent.
- c) The authority to award or reject any and/or all bids, proposals, and/or quotes in the amount of \$5,000 or less for all budgeted purposes may be delegated by the Agent to an appropriate Department Head or designee, but such purchases shall still be subject to approval by the Agent unless purchase is clearly detailed in the Village budget.

Non-Budgeted Purchases

- a) The authority to award or reject any and/or all bids, proposals, and/or quotes in the amount of \$1,000 or less for all non-budgeted purposes shall be granted to the Agent.
- b) Any clearly non-budgeted purchases with a value greater than \$1,000 shall be approved by the Village Board.

4) **PURCHASING PROCEDURES:** All budgeted purchases shall be made in accordance with the following procedures:

- a) Competitive Bids shall be required for all purchases in cases that either as an individual purchase or in the annual aggregate the purchases exceed \$25,000.
 - i) The award of the contract shall be made by the Village Board to the lowest responsible bidder whose quote is determined to be the most advantageous to the Village.
 - ii) For service or professional contracts a Request for Proposals (RFP) process is encouraged.
 - iii) The Village Board is authorized to reject or award any or all bids, proposals, and/or quotes.
 - iv) A record of all bids shall be maintained.
 - v) Written explanation shall be provided to the Village Board in the case that fewer than three suppliers are available to provide a product and/or service that meet Village requirements.
 - vi) No bid shall be accepted where the submitting company or person is in default on the payment of taxes, licenses, or other monies due to the Village.
- b) Competitive Written Quotes shall be required for all purchases in cases that either as an individual purchase or in the aggregate the purchases equal or exceed \$10,000 in value.
 - i) The award of the contract shall be made by the Agent to the lowest responsible bidder whose quote is determined to be the most advantageous to the Village.

- ii) The Agent is authorized to reject or award any or all bids, proposals, and/or quotes.
 - iii) All purchases made under this section shall be based, wherever possible, on at least three quotations. The Agent may delegate the gathering of such quotations to appropriate personnel.
 - iv) Written explanation shall be placed in the purchasing records in the case that fewer than three suppliers are available to provide a product and/or service or Village requirements cannot be met.
- c) Competitive Oral Quotes shall be required to be recorded in written form for all purchases in cases that either as an individual purchase or in the annual aggregate the purchases are less than \$10,000 but equal or exceed \$5,000.
- i) The Agent or designee shall make purchases from the lowest responsible source whose price and/or quote is determined to be the most advantageous to the Village.
 - ii) Three quotes are required. Written record should be placed in the purchasing records in the case that fewer than three suppliers are available to provide a product and/or service or Village requirements cannot be met.
- d) Purchases less than \$5,000 shall be made at the discretion of the Agent, Department Head or designee which is most advantageous to the Village, providing they are clearly budgeted expenditures. Generally, these types of purchases are for services, materials, supplies and equipment needed for day-to-day operations.
- e) The Agent may work with other governmental units in cooperative purchasing for the purpose of obtaining more economical rates and/or prices. For projects or purchases in which one or more governmental units are involved, only one estimate or quote may be required.
- f) All purchasing must adhere to administrative procedures as developed by the Agent under the direction of this policy. Such procedures may be amended or modified at the discretion of the Agent. Future additions to this policy may include the use of purchase orders, blanket purchase orders, sole source procurement, purchase requisitions and the sale of Village owned property.
- g) The Agent, and Department Heads as assigned, shall have the authority to establish an open account for the use of designees purchasing repetitively from a single source. Such accounts might be for the purchase of general office supplies, hand tools, petroleum products, etc. The Agent shall develop such administrative requirements as may be necessary for regulating any open account.
- 5) **PUBLIC CONSTRUCTION CONTRACTS:** Public Construction contracts shall be those as defined in State Statute 60.47. Additional controls and approval procedures shall be placed on public construction contracts as follows:

- a) Competitive sealed bids shall be opened in the presence of the Agent or designee. Bid openings must be scheduled and open to the public.
- b) The Agent or designee shall tabulate the bids and review the bid specifications for compliance with the bid document.
- c) All bids and recommendations will be submitted to the Village Board for approval.
- d) Village Board approval shall be required prior to final payment.

5)(1) **PUBLIC CONSTRUCTION CONTRACTS – ACCEPTANCE OF PROPOSALS:** State Statute 60.47 shall be followed for all public construction contracts. There may be instances when the Village shall find it advantageous to also accept a proposal from Ozaukee County. Proposals or estimates shall not be considered bids and will be due the same time as other bids for a project. The decision on allowing proposals from Ozaukee County shall be made at the discretion of the Village Board and this decision shall be made at the time the expenditure is budgeted unless there are extenuating circumstances such as a limited timeframe, cooperation with another municipality or work is to be completed on a County highway.

- 6) **PETTY CASH DISBURSEMENTS:** Items purchased having a value less than fifty dollars (\$50.00) may be paid for from Petty Cash. The Petty Cash fund shall be maintained at the Village Hall. All reasonable effort shall be made to maintain the petty cash fund on hand at two hundred dollars (\$200.00) or less. When such fund exceeds that amount, excess monies shall be deposited into the General Fund account. A log of petty cash fund disbursements and deposits shall be maintained by the Treasurer.
- 7) **EMERGENCY PURCHASES:** Under emergency conditions, purchases may be made by authorized departmental personnel and the Village President provided a report of such purchase is made to the Agent as soon as practical and to the appropriate governing body at its next regularly scheduled meeting. Emergency conditions shall be defined as those purchases necessary to protect life, health, and safety.
- 8) **BUDGETARY CONTROLS:** Except in cases of emergency or in cases of duties mandated by the Village (ex. snow plowing):
 - a) No money shall be drawn from the treasury of the Village nor shall any obligation for any expenditure be made except those that are authorized by the annual budget and changes made subsequently by the Village Board.
 - b) The Agent or designee shall not authorize purchase and/or payment unless there are sufficient allocated funds to pay for the purchase.
 - c) See Village of Fredonia Budget and Financing Policies for further guidance on budgetary and capital purchase controls.
- 9) **LOCAL PURCHASING PREFERENCE:** It is the desire of the Village to purchase from local vendors whenever possible. This can be accomplished by insuring that local vendors are included in the competitive shopping process. The Village has a responsibility to its residents however, to insure that the maximum value is obtained for each public dollar spent. It is assumed that local vendors who wish to do business with

the Village will offer the lowest possible quote for the item being purchased. Departments shall use due diligence in identifying local vendors who offer the particular goods or services being sought, and bids or quotes shall be sought from local vendors who have been so identified.

- 10) **FAILURE TO COMPLY WITH POLICY:** Employees who fail to follow the purchasing procedures shall be disciplined as appropriate. Repeated failure to follow the purchasing policy shall be grounds for disciplinary action up to and including termination.

ATTACHMENT A:
GENERAL PURCHASE POLICY APPROVAL TABLE

Money from	Purchase Amount	Proof of Good Price	Approval level
Petty Cash Fund	Less than \$50.00	Purchase Receipt	Clerk, Treasurer, or Agent
Approved Budget	Less than \$5,000	1 or more written or oral quotes as necessary	Agent, Department Head or Designee if clearly defined in budget
Approved Budget	\$5,000 to \$9,999	Minimum of 3 oral quotes	Agent or Designee
Approved Budget	\$10,000-\$24,999	Minimum of 3 written quotes	Agent or Designee
Approved Budget	Exceed \$25,000	Competitive bids	Village Board
Approved Budget	Public Construction Contracts per Statute 60.47 (Exceeds \$25,000)	Competitive sealed bids and/or County Proposal with Board approval	Village Board
Non-Budgeted	\$1,000 or less	1 or more written or oral quotes as necessary	Agent
Non-Budgeted	\$1,000 or more	Per above levels	Village Board
Any Village Funds	Emergency purchases	None Required	Department Heads and Village President with Report to Village Board
Capital Outlay Budgeted	Per above levels	Per above levels	Per above levels



Request for Board Consideration

Item Description: Investment of TID Debt Proceeds by Ehlers	
Report Prepared By: Administrator Jenkins	
Report Date: 2-28-24	Meeting Date: 3-7-24
Strategic Priority? <ul style="list-style-type: none"> ○ Smart Residential, Industrial, or Commercial Growth ★ Responsible Fiscal Priority ○ Supports Public Safety and Infrastructure ○ Encourages Open Communication and Collaboration ○ Strong Sense of Community 	
Fiscal Summary: Net Increase of Interest Earned on Invested Proceeds	
Budget Line Item: N/A	
Wisconsin Statute or Local Ordinance: N/A	
Background Analysis: In February of this year the Village closed on our ~\$5M of borrowing for the upcoming Innovation Dr construction, Highland Dr reconstruction, and 2025 CIP items. Ehlers presented investment options that would allow us to earn more interest on our dollars while having access to draw on funds as-needed. This results in a higher return on investment than keeping the funds in LGIP.	
Staff Comments: Ehlers presented their investment strategies and estimates at the Finance Committee in February. The Committee unanimously recommended approval on this action to support Strategic Priority #2- “Responsible Fiscal Policy”	
Administrator’s Recommendation: Approve	
Action Requested: Approval of the Investment of TID Debt Proceeds by Ehlers as Recommended by the Finance Committee	
Attachments: <ol style="list-style-type: none"> 1. Ehlers Presentation on Investments 	



Investment Advisory Services:

Fredonia, WI

Pioneers in Public Finance: *It's Who We Are.*

80+ Advisors, Analysts,
Consultants & Service
Professionals – all
dedicated to helping our
clients' visions become
reality

100% employee-owned
via ESOP by ALL staff
with 1+ year of service

Over 65 years in business
with fully-staffed offices
in Roseville, Minnesota &
Waukesha, Wisconsin

An independent fiduciary
bound to always place
your best interests above
our own

Your Team: Investment Advisory & Client Service



Brian Reilly, CFA
Investments President
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651-697-8541



Ryan Miles, CPFIM
Managing Director
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651-697-8590



Tami Olszewski, CPFIM
Senior Investment Advisor
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Logan Schwartz
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651-697-8574

Our Approach: *It's How We Work.*

Fiercely Independent. Fully Integrated.



Working as one team for your benefit...

Why Ehlers Investments?

PUBLIC SECTOR FOCUS

- Investment solutions tailored to needs of governmental investors
- Unique insight into best practices – general assets and bond proceeds

FIERCELY INDEPENDENT

- Fiduciary duty to our clients
- Seek out what's best for you

FEE ONLY PRICING

- Transparent AUM fee structure – no commissions or transactional fees
- Hourly or flat-rate fees for other services

FULLY INTEGRATED SERVICES

- Team of collaborative experts to navigate all facets of public finance
- Support your finance team with experts in multiple areas

Delivering Client Value

Time savings for
highest & best use
of staff time

General assets &
bond proceeds
investing +
arbitrage

Easy to use
reporting tools &
generation

Best price
execution on all
transactions

Fiduciary
relationship

Cash flow
forecasting,
banking & treasury
management
consulting

Robust Reporting & Analysis



City Consolidated

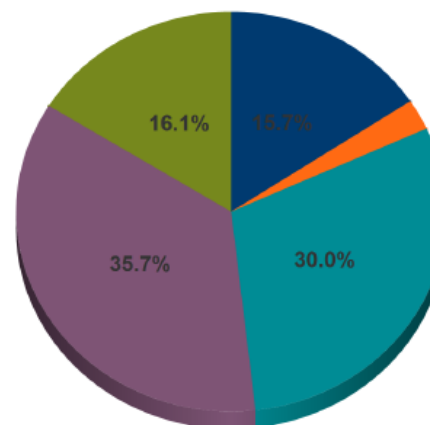
Portfolio Overview - Settled Trades

US Dollar
12/31/2023

Weighted Averages

Average Yield	3.33
Average Maturity	1.45
Average Coupon	1.64
Average Duration	2.55
Average Moody	Aa1
Average S&P	AA+
Average Fitch	Not Rated

Fixed Income Allocation



Fixed Income Totals

Par Value	4,310,000
Market Value	4,178,159.32
Total Cost	4,297,564.58
Net UR Gain/Loss	-119,405.26
Annual Income	70,380.15

Security Type	Market Value	% Fixed Income	% Assets
MUNICIPAL BONDS (USD)	654,954.40	15.7	15.6
GOVERNMENT BONDS (USD)	104,027.41	2.5	2.5
TREASURY BILLS (USD)	1,254,529.06	30.0	29.9
CERTIFICATES OF DEPOSIT (USD)	1,491,401.48	35.7	35.5
GOVERNMENT AGENCIES (USD)	673,246.97	16.1	16.0
Fixed Income Total	4,178,159.32	100.0	99.5

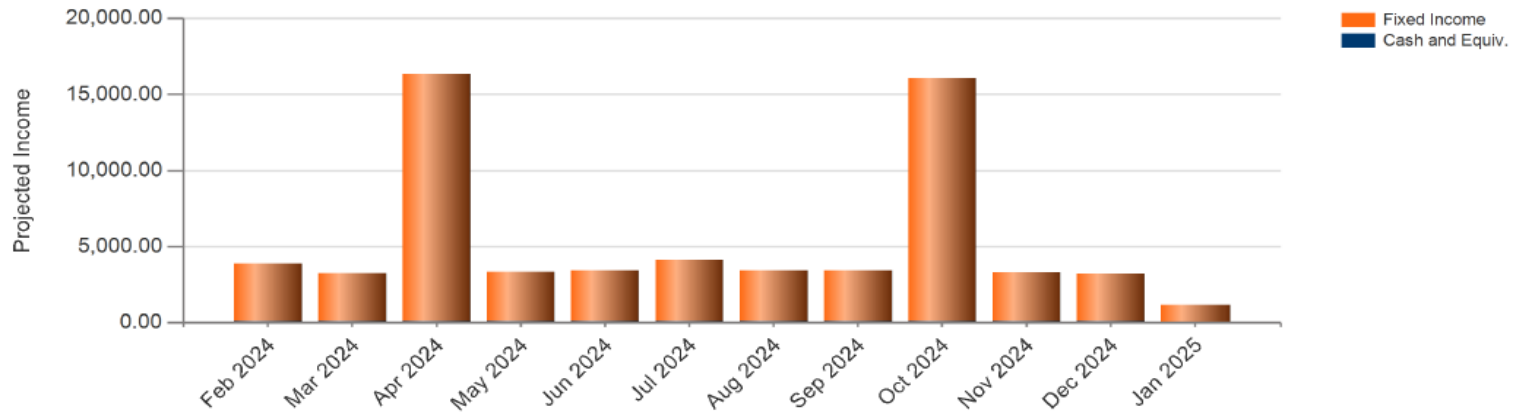
Robust Reporting & Analysis



City Consolidated

Income Projection

US Dollar
2/1/2024 - 1/2/2025



	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025
Cash and Equiv.	80.55	80.55	80.55	80.55	80.55	80.55	80.55	80.55	80.55	80.55	80.55	0.00
CASH AND EQUIVALENTS (USD)	80.55	80.55	80.55	80.55	80.55	80.55	80.55	80.55	80.55	80.55	80.55	0.00
Fixed Income	3,823.67	3,143.84	16,260.08	3,252.25	3,360.65	4,027.33	3,360.65	3,360.65	16,018.11	3,222.64	3,118.68	1,150.14
MUNICIPAL BONDS (USD)	0.00	0.00	6,822.20	0.00	0.00	0.00	0.00	0.00	6,822.20	0.00	0.00	0.00
GOVERNMENT BONDS (USD)	0.00	0.00	0.00	0.00	0.00	63.75	0.00	0.00	0.00	0.00	0.00	0.00
CERTIFICATES OF DEPOSIT (USD)	3,823.67	3,143.84	4,175.38	3,252.25	3,360.65	3,963.58	3,360.65	3,360.65	3,933.41	3,222.64	3,118.68	1,150.14
GOVERNMENT AGENCIES (USD)	0.00	0.00	5,262.50	0.00	0.00	0.00	0.00	0.00	5,262.50	0.00	0.00	0.00
Total	3,904.22	3,224.39	16,340.63	3,332.79	3,441.20	4,107.88	3,441.20	3,441.20	16,098.66	3,303.19	3,199.23	1,150.14
Grand Total	64,984.73											

Our Process: *Seamless Client Transition*



Investment Policy

Review & Update
Recommend Best Practices



Cash Forecast

Identify Core & Liquid Funds
Monthly Investment Cash
Forecast



Investment Plan

Establish Portfolio
Recommendations
Produce Predictable Income



Banking & Treasury Management

Analyze Current
Recommendations for Updates

Our Client Experience: *Investments Administration*

Money Movement

Access funds via ACH or wire

Disbursements to pre-approved vendors

Ease of Access

Withdrawals made via client portal

Direct contact with Ehlers Investments Team

Reporting Suite

Clients maintain access to reports

Reporting solutions tailored to governing bodies

Cash Flow & Balances: *Our Insight*

We See the Whole Picture



Review historical cash flow
Diagnose any large variances
Identify existing balances and restrictions



Understand financial profile
Revenue & expense drivers and risk factors
Targeted cash balances by fund type



Review all cash management options, including bank balances
Minimize opportunity cost of idle cash
Provide sufficient liquidity for operational and capital needs

Competitive Pricing and In-Depth Market Analysis

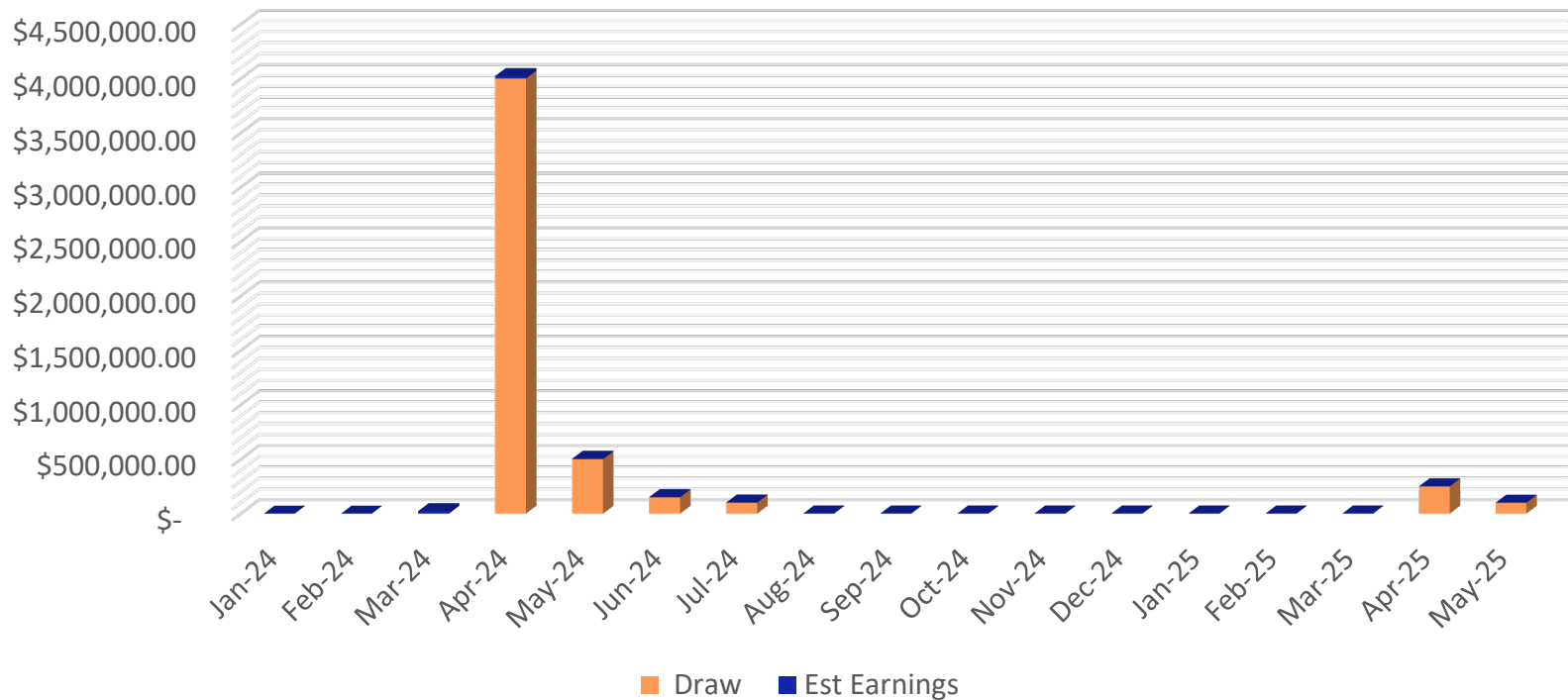
- Ehlers is your resource for investment guidance and expertise- an extension of your team
- Engagement with regional banks and credit unions in addition to our nationwide network of broker dealers to seek competitive pricing and yield for our clients- best price execution and broad array of investment options

Proposed Portfolio & Reporting Solution

- Comprehensive reporting solution for all investable funds with monthly cash flows and ease of reporting for month-end accounting entries. *Online access with customizable access rights by role or responsibility*
- Invest specific debt proceeds funds in state permissible investments following parameters established by Village policy
 - ✓ Invest \$3.5M TID funds in < 90 day treasury
 - ✓ \$1.25M set to mature April-July 2024
 - ✓ \$350,000 set to mature April-May 2025

Portfolio Projection: \$5.1M 2024A

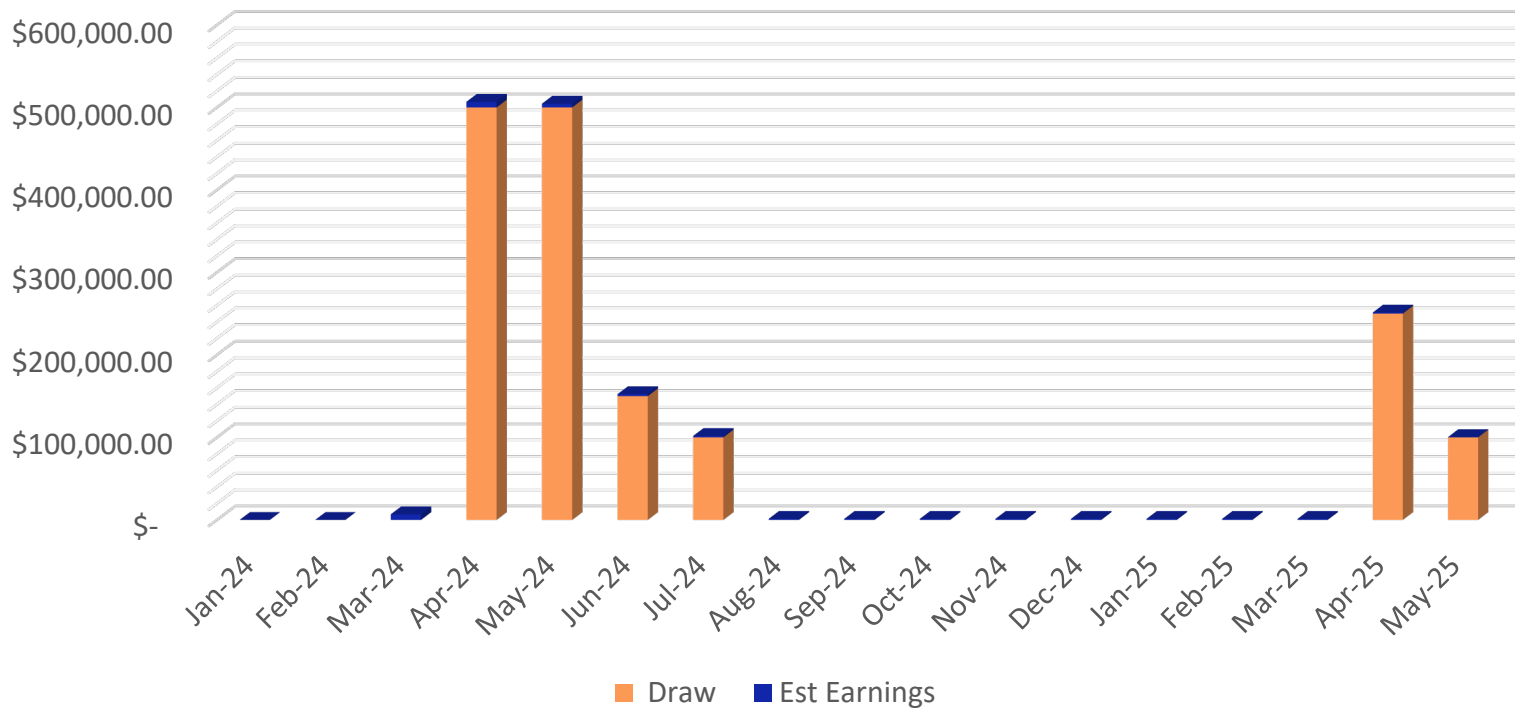
Income Estimate through 12/2025: \$65,375
Fee Estimate: \$2,600



Projected income based on currently available investment yields in SLGS demand deposits and treasury investments.-subject to change and availability- actual income dependent upon investment rates available at time of execution as well as actual maturity schedules. Income and fee projections could increase or decrease, depending on the pace of actual expenditures and reinvestments. Estimate assumes draws between 4/2024-6/2025.

Portfolio Projection: \$1.6M 2024A

Income Estimate through 12/2025: \$34,168
Fee Estimate: \$1,500



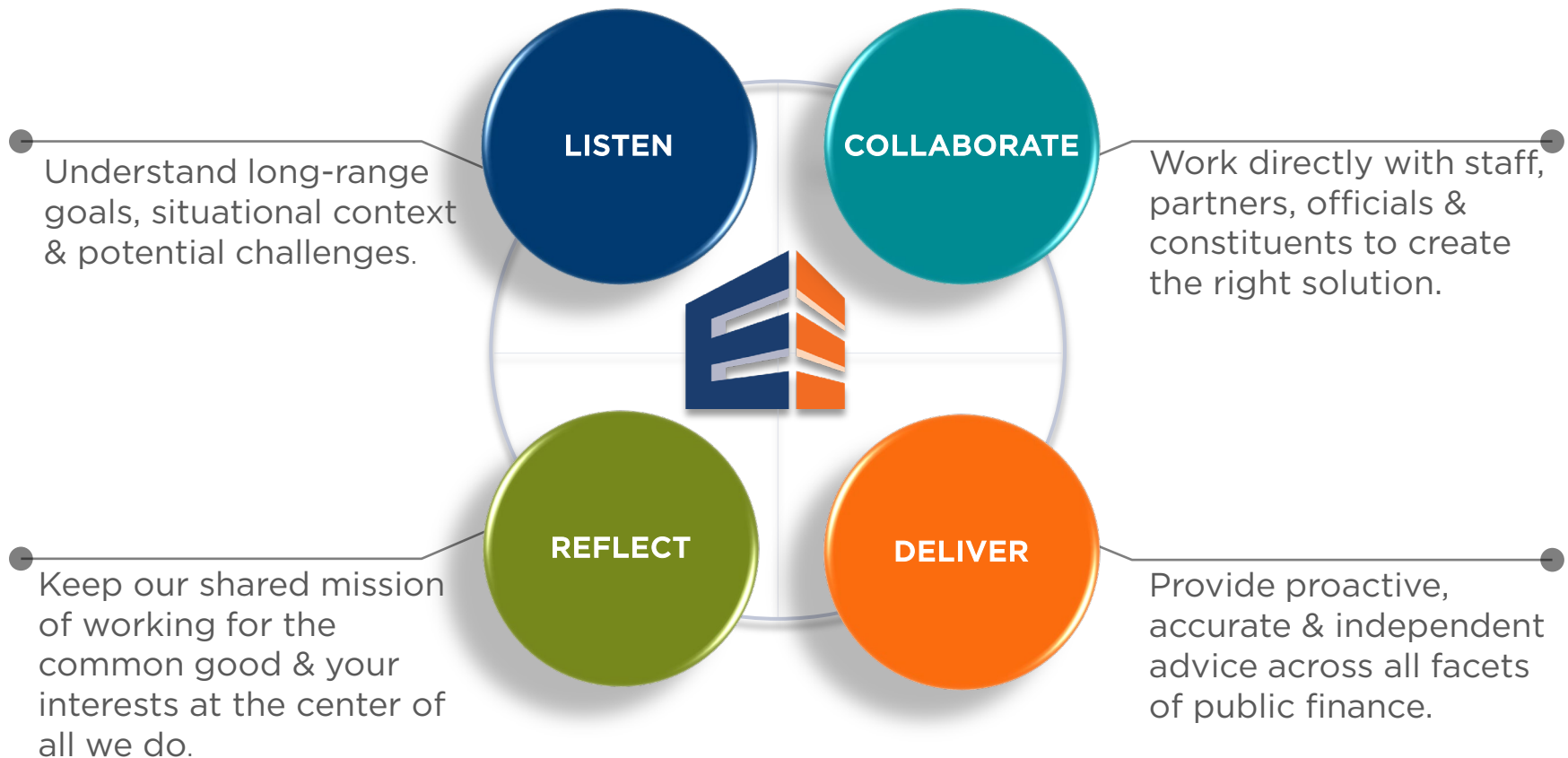
Projected income based on currently available investment yields in SLGS demand deposits and treasury investments.-subject to change and availability- actual income dependent upon investment rates available at time of execution as well as actual maturity schedules. Income and fee projections could increase or decrease, depending on the pace of actual expenditures and reinvestments. Estimate assumes draws between 4/2024-6/2025.

Ehlers' Investment Fees

- Transparent fees based on average monthly assets under management
 - ✓ Includes all finance committee or council meetings & travel expenses
 - ✓ Includes cash flow forecasting and strategy planning
 - ✓ All terms memorialized in Investment Advisory Agreement
 - ✓ Can establish flat fee structures for specific scopes of work
- We charge NO other investment management, check writing, ACH or wire fees. And No investment mark-ups

**Investment advisory fee:
Approximately . 20% annually**

Consider Ehlers: *We Are Client Value Defined.*





Request for Board Consideration

Item Description: A Resolution in Opposition to Senate Bill 691	
Report Prepared By: Trustee Donald G. Dohrwardt	
Report Date: 02/26/2024	Meeting Date: 03/07/2024
Strategic Priority? <ul style="list-style-type: none"> ★ Smart Residential, Industrial, or Commercial Growth ○ Responsible Fiscal Priority ○ Supports Public Safety and Infrastructure ○ Encourages Open Communication and Collaboration ○ Strong Sense of Community 	
Fiscal Summary: N/A	
Budget Line Item: N/A	
Wisconsin Statute or Local Ordinance: Senate Bill 691	
Background Analysis: Senate Bill 691 is asking to cancel certain City/ Village points of home rule and replace with a mandate from towns to plan extraterritorial jurisdictions.	
Trustee Comments: The Village has the right to determine our own future.	
Administrator's Recommendation: Neutral	
Action Requested: Motion to Approve Resolution 2024-03: A Resolution in Opposition to Senate Bill 691.	
Attachments: <ol style="list-style-type: none"> 1. Senate Bill 691 	

RESOLUTION 2024-03
A RESOLUTION IN OPPOSITION TO SENATE BILL 691

WHEREAS, it has been demonstrated that Cities/ Villages and Towns can craft mutually beneficial revenue sharing and boundary agreements amongst themselves; and

WHEREAS, Cities and Villages have historically planned their Water Treatment Facilities for a carefully calculated capacity based on their own planned growth; and

WHEREAS, allowing newly formed “urban Towns” to dictate what that capacity will be used for; and

WHEREAS, under SB691, Cities and Villages will lose their rights to extraterritorial zoning as well as their rights to extraterritorial plat approval; and

WHEREAS, SB691 theoretically can place an entire community’s property rights in the hands of one opposing individual; and

WHEREAS, requiring Cities and Villages to extend services to an “Urban Town” where individual lot sizes can range from 1 to 20 acres making an extension cost prohibitive and thus creating an undue hardship on the providing community; and

WHEREAS, this Bill places existing Intergovernmental agreements in great jeopardy; and

WHEREAS, residents of the affected City or Village would be stripped of their rights to plan and control their own communities’ destiny, and

NOW THEREFOR BE IT RESOLVED, that the 13 member communities of the Mid-Moraine Municipal Association strongly oppose the advancement of SB619.

BE IT FURTHER RESOLVED, that the Mid-Moraine membership communities stand ready to work with our State Legislators to encourage Cities/ Villages and Towns to work together to form mutually beneficial boundary agreements and to provide services where it’s not only beneficial but also a result of intergovernmental cooperation.

BE IT FURTHER RESOLVED, that the State and it’s Representatives should encourage partnerships and cooperation among local governing bodies instead of the division and the imposed hardships as laid forth in SB691.

BE IT FURTHER RESOLVED, that copies of this resolution be sent to all of the State Legislators that represent the membership communities of the Mid-Moraine Municipal Association, and to the League of Wisconsin Municipalities.

Passed and adopted by the Fredonia Village Board this _____ day of _____,
2024.

Village of Fredonia

Daniel Gehrke, Village President

ATTEST:

Michelle T. Johnson, Village Clerk



State of Wisconsin
2023 - 2024 LEGISLATURE

LRB-4336/1
EVM:amn&cdc

2023 SENATE BILL 691

November 21, 2023 - Introduced by Senators TESTIN, JAMES, QUINN, STAFSHOLT and WANGGAARD, cosponsored by Representatives HURD, KRUG, MACCO, MURSAU, O'CONNOR, PETRYK, SCHMIDT and WITKE. Referred to Committee on Transportation and Local Government.

1 **AN ACT** *to amend* 62.23 (7a) (a) and 236.02 (5); and *to create* 60.10 (1) (h),
2 66.0217 (14) (c) and 66.0813 (7) of the statutes; **relating to:** water and
3 sewerage system connections and annexation of territory and extraterritorial
4 zoning in certain towns.

Analysis by the Legislative Reference Bureau

This bill allows certain towns to designate themselves as “urban towns,” a designation that would limit the effect of extraterritorial zoning and plat approval and annexation by other municipalities. The bill also requires local governments to allow connection, with certain limited exceptions, to their water or sewerage systems by certain other local governments.

Under the bill, a town that meets all of the following may designate itself as an “urban town” upon approval by the town meeting:

1. The town has a population of more than 5,000 and a population density of 750 persons in any one square mile.
2. The town provides law enforcement service.
3. The town has enacted a subdivision ordinance.
4. The town has enacted a zoning ordinance or is subject to county zoning.

Under the bill, a town that has been designated as an urban town is not subject to extraterritorial zoning or extraterritorial plat approval by a neighboring city or village. Also under the bill, certain significantly developed territory of an urban town may not be annexed to a city or village except by unanimous approval of all of the property owners of the property to be annexed. The territory covered by this

SENATE BILL 691

limitation is territory in the urban town that is within three miles of the corporate limits of a first, second, or third class city, or one and one-half miles of a fourth class city or a village if 1) the territory has an average of more than 30 housing units per quarter section or 2) the territory has an assessed value, more than 25 percent of which is attributable to existing or potential mercantile, manufacturing, or public utility uses.

The bill also requires certain governmental units (cities, villages, and sanitary or utility districts located in cities and villages) to allow connection with limited exceptions to their sewer or water systems by urban towns (urban towns and sanitary or utility districts located in urban towns), and vice versa. Specifically, under the bill, an urban town may request the extension or connection of water or sewer service from an adjacent governmental unit by filing a written request for connection. The governmental unit may disapprove a request only if its water or sewerage system does not have sufficient capacity to serve the area that is the subject of the request as of the date of the filing. Likewise, a governmental unit may request an extension or connection to the sewer or water system of an urban town and the request must be approved unless the system does not have sufficient capacity to serve the area covered by the request. The bill also provides that a landowner may request a lateral connection to the water or sewerage system of a governmental unit or urban town. A request of this sort may also be denied only upon a determination of insufficient capacity.

For further information see the local fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

- 1 **SECTION 1.** 60.10 (1) (h) of the statutes is created to read:
- 2 60.10 (1) (h) *Urban town designation.* Designate the town as an urban town
- 3 if all of the following apply:
- 4 1. The town has a population of more than 5,000 and a population density of
- 5 750 persons in any one square mile.
- 6 2. The town provides law enforcement service in one of the manners provided
- 7 under s. 60.56 (1) (a) 1. to 4.
- 8 3. The town has enacted a subdivision ordinance under s. 236.45 (2) (ac).
- 9 4. The town has enacted a zoning ordinance under s. 60.61 or 60.62 or is subject
- 10 to county zoning under s. 59.69.

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1 **SECTION 2.** 62.23 (7a) (a) of the statutes is amended to read:

2 62.23 (7a) (a) Extraterritorial zoning jurisdiction means the unincorporated
3 area, other than qualified urban town territory, as defined in s. 66.0217 (14) (c) 1.,
4 within 3 miles of the corporate limits of a first, second or third class city, or 1 1/2 miles
5 of a fourth class city or a village. The unincorporated area subject to extraterritorial
6 zoning jurisdiction includes areas that are either surrounding or entirely
7 surrounded by a single city or village. Wherever extraterritorial zoning jurisdictions
8 overlap, the provisions of s. 66.0105 shall apply and any subsequent alteration of the
9 corporate limits of the city by annexation, detachment or consolidation proceedings
10 shall not affect the dividing line as initially determined under s. 66.0105. The
11 governing body of the city shall specify by resolution the description of the area to
12 be zoned within its extraterritorial zoning jurisdiction sufficiently accurate to
13 determine its location and such area shall be contiguous to the city. The boundary
14 line of such area shall follow government lot or survey section or fractional section
15 lines or public roads, but need not extend to the limits of the extraterritorial zoning
16 jurisdiction. Within 15 days of the adoption of the resolution the governing body
17 shall declare its intention to prepare a comprehensive zoning ordinance for all or part
18 of its extraterritorial zoning jurisdiction by the publication of the resolution in a
19 newspaper having general circulation in the area proposed to be zoned, as a class 1
20 notice, under ch. 985. The city clerk shall mail a certified copy of the resolution and
21 a scale map reasonably showing the boundaries of the extraterritorial jurisdiction
22 to the clerk of the county in which the extraterritorial jurisdiction area is located and
23 to the town clerk of each town, any part of which is included in such area.

24 **SECTION 3.** 66.0217 (14) (c) of the statutes is created to read:

SENATE BILL 691**SECTION 3**

1 66.0217 (14) (c) 1. In this paragraph, “qualified urban town territory” means
2 the territory of an urban town designated under s. 60.10 (1) (h) that is within 3 miles
3 of the corporate limits of a 1st, 2nd, or 3rd class city, or 1.5 miles of a 4th class city
4 or a village if any of the following applies to the entire territory of the urban town
5 satisfying the proximity requirement under this subd. 1. (intro.):

6 a. The territory has an average of more than 30 housing units per quarter
7 section, excluding any mercantile, manufacturing, public utility developed areas,
8 publicly owned land, and areas where residential development is impracticable due
9 to geographic features, perpetually restricted development rights, or state law.

10 b. The territory has an assessed value for real estate tax purposes, more than
11 25 percent of which is attributable to existing or potential mercantile,
12 manufacturing, or public utility uses.

13 2. No qualified urban town territory may be annexed to a city or village unless
14 the annexation is by unanimous approval under sub. (2).

15 **SECTION 4.** 66.0813 (7) of the statutes is created to read:

16 66.0813 (7) (a) In this subsection:

17 1. “Commission” means the public service commission.

18 2. “Governmental unit” means a city or village that owns, operates, manages,
19 or controls a water or sewerage system or a sanitary or utility district that owns,
20 operates, manages, or controls a water or sewerage system that is located, in whole
21 or in part, in a city or village.

22 3. “Lateral” means the water or sewer lateral or service pipes to be constructed
23 or located from the lot line or near the lot line to the main or from the lot line to the
24 building to be serviced, or both.

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1 4. “Sewerage system” means all structures, conduits, pipelines, and
2 appurtenances by which sewage, storm water, or surface water are collected,
3 transported, pumped, treated, and disposed of, except plumbing inside and in
4 connection with buildings served, and service pipes from building to street main.

5 5. “Urban town” means an urban town designated under s. 60.10 (1) (h) that
6 owns, operates, manages, or controls a water or sewerage system or a sanitary or
7 utility district that owns, operates, manages, or controls a water or sewerage system
8 that is located, in whole or in part, in an urban town.

9 6. “Water system” means all structures, conduits, and appurtenances by means
10 of which water is delivered to consumers, except piping and fixtures inside buildings
11 served and service pipes from building to street main.

12 (b) 1. Notwithstanding subs. (1) and (3) to (5), an urban town may request the
13 extension or connection of water or sewer service from an adjacent governmental
14 unit by filing a written request for connection with the governmental unit’s clerk or,
15 if the governmental unit does not have a clerk, the governmental unit’s secretary.
16 The urban town shall specify in its request the area that will be served by the
17 extension or connection. The urban town may specify the point on the water or
18 sewerage system from which service is to be extended or connected.

19 2. A governmental unit shall make a written determination approving or
20 denying a request under subd. 1. within 45 days of receiving the request. The
21 governmental unit may disapprove a request under subd. 1. only if its water or
22 sewerage system does not have sufficient capacity to serve the area that is the subject
23 of the request as of the date of the filing under subd. 1. The system shall be
24 considered to have sufficient capacity if the urban town agrees to pay for the
25 expansion of the system to accommodate the request.

SENATE BILL 691**SECTION 4**

1 3. An urban town may appeal a denial under subd. 2. to the commission. The
2 commission may include in its decision conditions on the extension or connection of
3 service to ensure that costs resulting from the extension or connection are borne by
4 the users causing the costs and that the connection point is reasonable. The urban
5 town or the governmental unit may appeal the decision of the commission to the
6 circuit court for the county in which the proposed extension or connection would
7 occur.

8 4. Upon extension or connection pursuant to an approval under subd. 2. or 3.,
9 the portion of the water or sewerage system located in the urban town shall be owned
10 and maintained by the urban town unless the urban town and the governmental unit
11 agree otherwise.

12 5. Upon extension or connection pursuant to an approval under subd. 2. or 3.,
13 the governmental unit may charge benefited landowners in the urban town a fee that
14 bears a reasonable relationship to the costs incurred by the governmental unit in
15 providing the water or sewer service to those benefited properties. A fee is
16 unreasonable under this subdivision if it does not directly arise out of the
17 governmental unit's cost or if it is not proportionate to what a similarly situated
18 parcel in the governmental unit would be charged for the same service.

19 6. The cost of an urban town's construction and connection of its water or
20 sewerage system to a governmental unit's water or sewerage system pursuant to an
21 approval under subd. 2. or 3. is the responsibility of the urban town.

22 (c) 1. Notwithstanding subs. (1) and (3) to (5), a governmental unit may request
23 the extension or connection of water or sewer service from an adjacent urban town
24 by filing a written request for connection with the urban town's clerk, or if the urban
25 town does not have a clerk, the urban town's secretary. The governmental unit shall

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1 specify in its request the area that will be served by the extension or connection. The
2 governmental unit may specify the point on the water or sewerage system from
3 which service is to be extended or connected.

4 2. An urban town shall make a written determination approving or denying a
5 request under subd. 1. within 45 days of receiving the request. The urban town may
6 disapprove a request under subd. 1. only if its water or sewerage system does not
7 have sufficient capacity to serve the area that is the subject of the request as of the
8 date of the filing under subd. 1. The system shall be considered to have sufficient
9 capacity if the governmental unit agrees to pay for the expansion of the system to
10 accommodate the request.

11 3. A governmental unit may appeal a denial under subd. 2. to the commission.
12 The commission may include in its decision conditions on the extension or connection
13 of service to ensure that costs resulting from the extension or connection are borne
14 by the users causing the costs and that the connection point is reasonable. The urban
15 town or governmental unit may appeal the decision of the commission to the circuit
16 court for the county in which the proposed extension or connection would occur.

17 4. Upon extension or connection pursuant to an approval under subd. 2. or 3.,
18 the portion of the water or sewerage system located in the governmental unit shall
19 be owned and maintained by the governmental unit unless the urban town and the
20 governmental unit agree otherwise.

21 5. Upon extension or connection pursuant to an approval under subd. 2. or 3.,
22 the urban town may charge benefited landowners in the governmental unit a fee that
23 bears a reasonable relationship to the costs incurred by the urban town in providing
24 the water or sewer service to those benefited properties. A fee is unreasonable if it

SENATE BILL 691**SECTION 4**

1 does not directly arise out of the urban town's cost or if it is not proportionate to what
2 a similarly situated parcel in the urban town would be charged for the same service.

3 6. The cost of construction and connection of the water or sewerage system of
4 a governmental unit to an urban town's water or sewerage system pursuant to an
5 approval under subd. 2. or 3. is the responsibility of the governmental unit.

6 (d) 1. Notwithstanding subs. (1) and (3) to (5), a landowner may request a
7 lateral connection to the water or sewerage system of a governmental unit or urban
8 town by filing a written request for connection with the clerk of the governmental
9 unit or urban town or, if the governmental unit or urban town does not have a clerk,
10 the governmental unit's secretary.

11 2. A governmental unit or urban town shall make a written determination
12 approving or denying a request under subd. 1. within 45 days of receiving the
13 request. The governmental unit or urban town may disapprove a request under
14 subd. 1. only if its water or sewerage system does not have sufficient capacity to serve
15 the landowner as of the date of the filing under subd. 1. The system shall be
16 considered to have sufficient capacity if the landowner agrees to pay for the
17 expansion of the system to accommodate the request.

18 3. A landowner may appeal a denial under subd. 2. to the commission. The
19 commission may include in its decision conditions on the lateral connection to ensure
20 that costs resulting from the lateral connection are borne by the landowner. The
21 landowner or the governmental unit or urban town may appeal the decision of the
22 commission to the circuit court for the county in which the proposed lateral
23 connection would occur.

24 4. Upon connection pursuant to an approval under subd. 2. or 3., the
25 governmental unit or urban town may charge the landowner a fee that bears a

SENATE BILL 691

1 reasonable relationship to the costs incurred by the governmental unit or urban town
2 in providing the water or sewer service to the landowner's property. A fee is
3 unreasonable if it does not directly arise out of the governmental unit's or urban
4 town's cost or if it is not proportionate to what a similarly situated parcel in the
5 governmental unit or urban town would be charged for the same service.

6 5. The cost of constructing and installing the lateral connection to the water or
7 sewerage system of the governmental unit or urban town pursuant to an approval
8 under subd. 2. or 3. is the responsibility of the landowner. The governmental unit
9 or urban town may charge the landowner a lateral connection fee that is equivalent
10 to the lateral connection fee that would be charged to a similarly situated parcel in
11 the governmental unit or urban town.

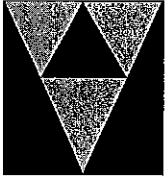
12 6. A governmental unit or urban town may not prohibit a lateral connection
13 under this paragraph except for prior nonpayment of water or sewer charges by the
14 landowner.

15 (e) An intergovernmental cooperation agreement may not include a limitation
16 on the ability of an urban town to seek or obtain extension or connection of water or
17 sewer service under par. (b).

18 **SECTION 5.** 236.02 (5) of the statutes is amended to read:

19 236.02 (5) "Extraterritorial plat approval jurisdiction" means the
20 unincorporated area, other than qualified urban town territory, as defined in s.
21 66.0217 (14) (c) 1., within 3 miles of the corporate limits of a first, second or third class
22 city, or 1 1/2 miles of a fourth class city or a village.

23 (END)



Mid-Moraine Municipal Association

An Association for Municipal Improvement

Mid-Moraine Municipal Association March 27, 2024 Dinner Meeting

**To: Municipal Clerks
Mid-Moraine Communities**

From: Scott Mittelsteadt – Executive Director:

MEMBER
COMMUNITIES
Cedarburg
Fredonia
Germantown
Grafton
Hartford
Jackson
Kewaskum
Newburg
Port Washington
Saukville
Slinger
Theinsville
West Bend

The March 27, 2024 Mid-Moraine Dinner Meeting will be hosted by the City of Cedarburg and held at the Peter Wollner American Legion Post W57N481 Hilbert Ave. Cedarburg.

Our speaker will be Toni Herkert, Director of Government Affairs with the League of Municipalities. The topic will be the “End of Session Legislative Update”. Toni will review the bills that made it through the session, and those that did not. Toni will also give the League’s projections on the Governor’s action concerning the next set of bills being sent to his desk on April 4th, and what may come back next session.

The cost for the dinner will be \$34.00 per person including tip. This will be a buffet style dinner that will include:

Apple Romaine Salad, Egg Rolls, Crab Rangoon, General Tso’s Chicken, Tofu with Mixed Vegetables, Green Bean Stir-Fry with Beef, Coffee and a Dessert Tray from New Fortune Asian Cuisine.

Schedule:

Social Hour:	6:00 – 6:30 p.m.
Roll Call of Communities	6:30 p.m.
Dinner:	6:50 p.m.
Speaker:	7:30 p.m

Please email Marlyss Thiel with the number of people and the names of the people from your community attending the March 27, 2024 Dinner Meeting by Noon on March 20, 2024. Her email address is sunshine262@charter.net.

Please forward payment to:

**Marlyss Thiel
Mid-Moraine Municipal Association
601 Kettle Moraine Dr.
Slinger, WI 53086**

