

PO Box 159
242 Fredonia Avenue
Fredonia, WI 53021
Phone: 262-692-9125
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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 21st, 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 March 7th, 2024 Village Board Meeting
 - b) Approve General Fund, Water and Sewer Invoices.
5. Report on Village Committees by:
 - a) 150th Anniversary Subcommittee
 - b) Public Safety Committee
 - c) Fredonia Government Center Committee
6. Report on Operations of Village by:
 - a) Village President
 - b) Village Administrator
 - c) Village Marshal
 - d) Fire Chief
 - e) Public Works/Wastewater Treatment Plant
 - f) Clerk
 - g) Treasurer
 - h) Ozaukee County District 2 Supervisor
 - i) Mid-Moraine Municipal Association Designated Representative

7. Items for Discussion and/or Action

- a) Motion to Appoint Sargent Leet to Head Marshal of the Village of Fredonia, Effective April 1st, 2024.
- b) Discussion and Possible Action on Updated Branch Chipping Policy.
- c) Discussion and Possible Action on Medical Leave Bank Options.
- d) Motion to Approve Utility Easement on Parcel #090351501700.
- e) Motion to Approve Utility Easement on Parcel #090351501600.

8. 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 # 090351300400, Located in TID # 3.

9. Adjourn into Open Session

10. Discussion and Possible Action on Offer to Purchase Parcel # 090351300400, Located in TID #3.

11. 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).

12. Adjourn into Open Session

13. Correspondence

14. Items for Future Consideration by Village Board

15. Adjournment

UPCOMING MEETINGS:

Plan Commission – April 8th, 2024

Spring Election- April 2nd, 2024

Village Board – April 4th, 2024

Board of Review (meeting to adjourn)- May 2nd, 2024

Open Book- May 15th, 2024

Board of Review- June 25th, 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: Board of Trustees

Time: Mar 21, 2024 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88483605629>

Meeting ID: 884 8360 5629

One tap mobile

+13052241968,,88483605629# US

+13092053325,,88483605629# US

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FREDONIA VILLAGE BOARD MEETING MINUTES

Thursday, March 7th, 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, Marshal Davel, Clerk Johnson, Treasurer Depies
Residents Present: Jessica Franck, Natalie Eippert, Mark Buechler, others.
3. Public Comments: *Trustee Meyle shared that a local religious leader, Pastor Frisque, from St. John's Lutheran, was lauded in the Sounder. He felt it was a good religious article and was pleased one of the Village's religious leaders was getting attention.*
4. **Motion to Approve Minutes of February 15th, 2024 Village Board Meeting and General Fund, Water and Sewer Invoices** made by Trustee Haas.
Seconded by Trustee Bartz.
Passed by unanimous voice vote.
5. Report on Village Committees by:
 - a) **Finance Committee:** *Trustee Haas shared that the Finance Committee reviewed and made edits to the Finance and Purchasing Policies to be discussed later at this meeting.*
 - b) **Planning Commission:** *President Gehrke stated that the Planning Commission reviewed a CSM to expand the St. John's Cemetery and set a Public Hearing for April 8, 2024 to hear reaction to the proposed rezoning of the parcel. The Commission also began a review of the current sign ordinance.*
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** made by Trustee Meyle.
Seconded by Trustee Dohrwardt.
Trustee Paape asked, if, as a member of the church, he should abstain from voting. Trustee Dohrwardt responded that he should not abstain.
Passed by unanimous voice vote.

- 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** made by Trustee Abegglen.

Seconded by Trustee Meyle.

Administrator Jenkins reminded the Board that the original estimate for this project was \$3.5 million. He shared that the project had nine eligible bidders, and Strand had expressed surprise at such a competitive result. The lowest bidder, at \$2.7 million, was Kruczek Construction. Administrator Jenkins pointed out the company's references, included in the packet, and that similar municipalities gave good reports. He shared that if the Board approves entering into this contract, preconstruction meetings would begin. President Gehrke said initially, he was nervous about the relatively unknown company, but statute dictates that the lowest bidder be selected, and after reviewing the bid documents, he felt more comfortable. Trustee Dohrwardt said it was good the Village went to bid in January.

Passed by unanimous voice vote.

- c) Discussion of Proposed Golf Cart Ordinance: *Marshal Davel shared that, after review with the Village Administrator and municipal attorney, statute prohibits golf carts on Village roads. Clerk Johnson was asked to share Attorney Woodward's opinion on the matter, which was: "What is typically thought of or seen on a golf course can't be on public roads". Trustee Meyle expressed surprise, and wished to know if the Village of Belgium was aware. Mr. Buechler shared that he contacted the Village of Belgium's clerk, who stated that Belgium's golf cart ordinance had been crafted by their municipal attorney and in accordance with state law. Trustee Meyle said this is a nation of freedoms, and that golf carts would not harm anything. He had reviewed the statute provided in the packet and felt there were mild contradictions to golf carts operating but wondered if the state really cared. Mr. Buechler asked the definition of a highway. Trustee Meyle shared that he was a police officer and that Village streets are considered a highway. He questioned if the statute specified "state" highways and said that golf carts on 57 and Fredonia Ave would probably be bad, but side streets might be considered. Marshal Davel said that golf carts probably couldn't cross Martin Dr. and Fredonia Ave and reminded the Board that he had previously objected to ATVs and UTVs. He stated that golf carts could attain maximum speeds of 20mph and had no safety equipment. Golf carts would need to pull out around parked vehicles into traffic travelling over 25 mph. Marshal Davel stated that Belgium must have realized the risk because their ordinance lays out culpability. He said that the risk golf carts pose outweighs the benefit, and he does not see the benefit to the Village at all. He said that the permitting and inspection processes add to the work of staff. Trustee Haas stated that he agrees with Marshal Davel and the municipal attorney and received phone calls from concerned residents urging him not to vote in favor of allowing golf carts. He said he would change his vote from yes to no. Administrator Jenkins added that permitting authority lies with the Department of Transportation. Trustee Abegglen said that he relies on the opinion of experts, in this case, those experts are telling him that the Village has no authority to allow golf carts and the Board cannot act on this item tonight. Trustee Dohrwardt advocated for resident drivers, stating that golf carts have no safety equipment, no suspension, and are not designed to be driven on roads. He wouldn't want to put resident drivers at risk of injuring golf cart drivers, and then must live with the burden of guilt. He stated golf carts should be kept on golf courses. Mr. Buechler felt that golf carts are like e-bikes, in terms of speed and safety, and that safety features of golf carts could be built into the ordinance. He added that Random Lake has a golf cart*

ordinance like Belgium's, and asked how that could be. Trustee Meyle said that golf carts don't go that fast and may not need the same safety features as a motor vehicle. President Gehrke asked about Low Speed Vehicles. Clerk Johnson shared the DOT definition of an LSV, including that golf carts are specifically exempt. She shared that LSV are already allowed on Village streets and are permitted by the DOT. The Board could ask staff to prepare an ordinance to disallow them, but in the absence of a local ordinance, LSVs are currently allowed in the Village. Trustee Paape asked for the safety standards required for LSV. Marshal Davel listed blinkers, headlights, etc. Trustee Bartz wished to know how Random Lake and Belgium could have golf cart ordinances. Trustee Abegglen responded that it was likely that no one had challenged those ordinances, and it was possible they would not withstand a challenge. Trustee Meyle stated that the Village should trust residents. He sees no problem with golf carts and noted that the Belgium ordinance restricts the time of day they are allowed to operate, so golf carts would always be visible in day light. Trustee Haas referenced a post he saw on social media about vehicles running through Village stop signs. He doesn't want to risk going to court in the event of an accident. Trustee Paape stated he felt Village streets are narrow and parking is limited. A resident asked if there are fines for driving a golf cart in the Village. Marshal Davel responded that there are fines. The resident said that Belgium and Saukville allowed ATV's and the Village is the only hold out. President Gehrke stated that there was no action to be taken, and they were at an impasse.

- d) **Motion to Approve Updated Village Financial and Purchasing Policy as Recommended by the Finance Committee with Editorial Corrections** made by Trustee Dohrwardt.

Seconded by Trustee Bartz.

Administrator Jenkins shared that the recent borrowing had revealed outdated policies. Ehlers recommended updating these policies. Administrator Jenkins reached out to similar municipalities and landed on a template that met the Village's needs. He brought the updated policies to Ehlers for review and then the Finance Committee, where they were tweaked and edited both policies. Administrator Jenkins gave a brief overview of each policy. The Finance and Budgeting Policy is intended to be the overarching guide for staff and trustees, laying out budget crafting, debt policies, fund balance and investment policies, and CIP guidance. The Purchasing Policy is intended to guide staff in decision making. Administrator Jenkins highlighted a useful chart that could help staff when making purchasing decisions and went through it with the Board. He shared that emergency purchases were discussed at length by the Finance Committee. Emergency purchases would be approved by the Village President and Department Head or Administrator, then reported to the Board. He used the clarifier break as an example. If there is a disagreement as to whether there is an emergency, a special meeting of the Board should be called. President Gehrke asked how purchases less than \$25,000 would be reported to the Board. Administrator Jenkins responded that the Board would see those purchases in the bills approved at each meeting. Trustee Abegglen said that purchases would already have been approved in the CIP and in the budgeting process, but it is a good courtesy for department heads to note purchases in their monthly report. Trustee Paape stated that it would be a good thing for the Department of Public Works to have more control over purchases. Trustee Meyle asked how outdated these documents were. Administrator Jenkins responded that they had been revised in 2017, and that Ehlers had flagged that the investment policy, specifically, was outdated and the definitions limiting. Trustee Dohrwardt pointed out a few typos regarding enterprise funds and non-budgeted purchases.

Passed by unanimous voice vote.

- e) **Motion to Approve Investment of TID Debt Proceeds by Ehlers** made by Trustee Dohrwardt.

Seconded by Trustee Meyle.

Trustee Abegglen shared that the Finance Committee had heard a presentation from the investment arm of Ehlers, offering advisement services on how and where to invest TID debt proceeds. He stated that the investments were somewhat safe items and regulated by the state. He felt investment is a smart choice while the money isn't being used. He shared that, according to Ehler's presentation, the Village stood to see a \$65,000 in returns if the Board approves investing the funds, as opposed to not investing and earning \$34,00 in interest. He shared that the fee for services was \$2,600, and that Ehlers is a fiduciary and obligated to treat the Village's money as their own. He said that no one would get rich, but investing is a responsible use of public funds. Short-term, low-risk investment is a good way to put the public's money to work. Trustee Dohrwardt asked if they were discussing just the bond proceeds, not general fund dollars. Administrator Jenkins confirmed it was just the bond proceeds.

Passed by unanimous voice vote.

- f) **Motion to Approve Resolution 2024-03: A Resolution in Opposition to Senate Bill 691** made by Trustee Haas.

Seconded by Trustee Abegglen.

Trustee Dohrwardt said that the Mid Moraine Municipal Association Legislative Committee lobbyists suggested that municipalities take issue with Senate Bill 691, which gives towns latitude in putting certain demands on village and city services like sewer. He stated that the bill, which is still in committee, would lessen home rule powers, and that it could be costly to furnish sewer to a town, highlighting that a lift station could cost over a million dollars. Trustee Dohrwardt felt that legislators aren't familiar enough to take issue with this. The Mid Moraine Municipal Association requested that municipalities pass this resolution and forward it to their representatives in the House and Senate and ask that they don't back this bill or forward it. Trustee Paape stated the Village has its own issues with sewer and water. Trustee Dohrwardt said that urban towns are looking to demand services from neighboring villages and cities, citing Mequon and the Town of Cedarburg as examples. He added that wastewater treatment plants are required to be sized to take care of villages' needs, not to accommodate encroaching towns. Trustee Dohrwardt said that boundary and cooperative agreements with towns could be handled internally, and that he wished to maintain the sovereignty of the Village.

Passed by unanimous voice vote.

- 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)** made by Trustee Bartz.

Seconded by Trustee Meyle.

Passed by unanimous roll call vote.

Trustee Paape: Aye

Trustee Haas: Aye

Trustee Abegglen: Aye

President Gehrke: Aye

Trustee Dohrwardt: Aye

Trustee Bartz: Aye

Trustee Meyle: Aye

Motion to adjourn into open session made by Trustee Abegglen.

Seconded by Trustee Dohrwardt.

Passed by unanimous roll call vote.

Trustee Paape: Aye

Trustee Haas: Aye

Trustee Abegglen: Aye

President Gehrke: Aye

Trustee Dohrwardt: Aye

Trustee Bartz: Aye

Trustee Meyle: Aye

7. Correspondence: *Clerk Johnson asked for RSVP's to the March 27th, 2024 Mid Moraine Municipal Association's dinner. Trustee Dohrwardt to attend.*
8. Items for Future Consideration by Village Board: None
9. **Motion to adjourn** made by Trustee Dohrwardt.
Seconded by Trustee Bartz.
Passed by unanimous voice vote.

Meeting adjourned at 8:41 PM.

3/18/2024 2:26 PM

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ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	3/18/2024	1ST AYD CORPORATION	
		ROLL TOWELS/FOAM SOAP	
100-00-55200-350-000		PARKS REPAIR/MAINT	221.81
		ROLL TOWELS/FOAM SOAP	
		PSI684453	
		Total	221.81
	3/18/2024	AgSource Cooperative Services	
		WATER CHLORIDE	
630-00-54110-000-827		LAB SUPPLIES & EXPENSES	78.25
		WATER CHLORIDE	
		MAS000008463	
		Total	78.25
	3/18/2024	BARCO PRODUCTS LLC	
		MISC SUPPLIES	
100-00-55200-350-000		PARKS REPAIR/MAINT	2,863.89
		TRASH RECPTABLE/PARK BENCH	
		INVRCO28547	
100-00-55200-350-000		PARKS REPAIR/MAINT	618.83
		TRASH/RECYCLING RECEPTACLES	
		INVRCO28555	
660-00-53610-000-856		MISCELLANEOUS EXPENSE	187.77
		ANTI-FATIGUE MAT	
		INVRCO28528	
		Total	3,670.49
	3/18/2024	CHARTER COMMUNICATIONS	
		INTERNET-FD	
350-00-52280-801-000		AMBULANCE EXP-UTILITIES	269.12
		INTERNET-FD	
		0021708030924	
		Total	269.12
	3/18/2024	COMPARIN, CALVIN L.	
		CLEANING SERVICES	
100-00-51600-350-000		REPAIR/MAINTENANCE VILLAGE HAL	180.00
		CLEANING SERVICES-FEB	
		726	
		Total	180.00
	3/18/2024	DIGICORP, INC.	
		MICROSOFT OFFICE/EMAIL	
100-00-51420-310-000		ADMIN OFFICE SUPPLIES	95.00
		ADMIN	
		349677	
100-00-51100-390-000		VILLAGE BD OTHER SUPPLIES & EX	89.00
		VILLAGE BOARD	
		549677	

ALL Checks by Payee
GENERAL CHECKING & MONEY MARKET

ACCT

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Voucher Nbr	Check Date	Payee	Amount
100-00-53270-350-000		REPAIR/MAINTENANCE (SHOP)	58.00
		SHOP/DPW 349677	
660-00-53610-000-827		OTHER OPERATING	29.00
		SEWER 349677	
100-00-52100-310-000		OFFICE SUPPLIES POLICE	99.00
		POLICE 349677	
350-00-52230-303-000		OPERATING EXP.-OFFICE SUPPLIES	10.00
		FIRE 349677	
100-00-51420-310-000		ADMIN OFFICE SUPPLIES	79.00
		TOWN 349677	
Total			459.00

3/18/2024 DREWS TRUE VALUE #0103-2

MISC SUPPLIES

100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	62.41
		FLEX TUBING/CONNECTORS/STEPSTOOL 285910	
660-00-53610-000-834		MAINTENANCE BUILDINGS/GROUNDS	71.94
		SHELF BRACKETS 285432	
Total			134.35

3/18/2024 ELAN FINANCIAL SERVICES

CREDIT CARD ALL DEPTS

350-00-52220-207-000		MAINTENANCE - BUILDING	30.00
		PUSH BROOM/HANDLE 4948	
350-00-52230-302-100		OPERATING EXPENSE-GAS/OIL	45.60
		DIESEL EXHAUST FLUID 9960	
350-00-52230-302-100		OPERATING EXPENSE-GAS/OIL	43.49
		DIESEL FUEL 5762	
350-00-52260-604-000		Donations	865.83
		SERVICE AWARDS 1151	
350-00-52230-302-100		OPERATING EXPENSE-GAS/OIL	38.42
		DIESEL FUEL 5353	
350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	223.64
		CO MONITOR 9278	
350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	2,543.76
		MULTI-THERAPY INFUSIO COMM CABLE 9774	
350-00-52230-302-100		OPERATING EXPENSE-GAS/OIL	41.43
		DIESEL FUEL 0917	

3/18/2024

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Dated From:

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Voucher Nbr	Check Date	Payee	Amount
100-00-51100-390-000		VILLAGE BD OTHER SUPPLIES & EX	34.99
		PROVISIONS-COFFEE W/PRESIDENT 9480	
100-00-51100-390-000		VILLAGE BD OTHER SUPPLIES & EX	12.65
		PROVISIONS-COFFEE W/PRESIDENT 5955	
600-00-53700-000-689		MISCELLANEOUS EXPENSE	-14.34
		TAX EXEMPT REFUND 8327	
660-00-53610-000-851		OFFICE EXPENSE	36.93
		TMOBILE INTERNET-WWTP 1898	
100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	46.54
		SEAT COVERS 3121	
100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	150.66
		REFLECTIVE TAPE 4217	
100-00-55200-350-000		PARKS REPAIR/MAINT	79.99
		WASTE CONTAINER 4217	
100-00-53240-351-000		GASOLINE/DIESEL HWY EQUIPMENT	82.91
		DIESEL FUEL 7283	
100-00-51420-310-000		ADMIN OFFICE SUPPLIES	453.34
		POSTAGE 7735	
600-00-53700-000-689		MISCELLANEOUS EXPENSE	453.33
		POSTAGE 7735	
660-00-53610-000-856		MISCELLANEOUS EXPENSE	453.33
		POSTAGE 7735	
100-00-55200-390-000		PARKS OTHER/TREE LIGHT	44.99
		PET WASTE BAGS 7160	
100-00-51420-310-000		ADMIN OFFICE SUPPLIES	15.48
		NOTE PAD 3225	
100-00-51600-350-000		REPAIR/MAINTENANCE VILLAGE HAL	19.58
		BATTERY-MENS ROOM 3225	
100-00-55210-000-000		VILLAGE EVENTS	50.00
		BOUNCE HOUSE RENTAL RESERVATION 9301	
100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	24.55
		SPLIT WIRE LOOM TUBING 5158	
Total			5,777.10

3/18/2024 EMERGENCY MEDICAL PRODUCTS, INC.

MEDICAL SUPPLIES

350-00-52280-809-000		AMBULANCE EXP-MEDICAL SUPPLIES	875.41
		MEDICAL SUPPLIES 2622134	

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Voucher Nbr	Check Date	Payee	Amount
Total			875.41
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3/18/2024 FRONTIER			
INTERNET/PHONE			
100-00-53270-221-000		TELEPHONE BUILDINGS/GROUNDS	95.49
		DPW 030424	
660-00-53610-000-851		OFFICE EXPENSE	247.81
		WWTP 022524	
100-00-51600-221-000		TELEPHONE VILLAGE HALL	395.46
		VH 022524	
Total			738.76
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3/18/2024 GREAT LAKES TV SEAL, INC.			
SNAITARY SEWER CLEANING/TELEVISIONING			
660-00-53610-000-831		MAINTENANCE-COLLECTION SYSTEM	4,955.53
		SANITARY SEWER/TELEVISIONING 22577	
Total			4,955.53
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3/18/2024 Harter's Lakeside Disposal			
GARBAGE/RECYCLING CONTRACT			
100-00-53620-290-000		CONTRACT GARBAGE COLLECTION	7,286.25
		GARBAGE COLLECTION 629690	
100-00-53621-290-000		CONTRACT - RECYCLING	2,276.50
		RECYCLE COLLECTION 629690	
Total			9,562.75
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3/18/2024 HEINEN, BRANDON			
WATERPROOF CASE			
600-00-53700-000-689		MISCELLANEOUS EXPENSE	31.64
		WATERPROOF CASE	
Total			31.64
<hr/>			
3/18/2024 HOUSEMAN AND FEIND, LLP			
LEGAL FEES			
100-00-51300-210-000		LEGAL COUNSELING	557.50
		MUNICIPAL MATTERS 84895	
Total			557.50
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3/18/2024 MEAD & HUNT			
GIS SERVICES			

3/18/2024

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Dated From:

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Voucher Nbr	Check Date	Payee	Amount
600-00-53700-000-682		CONTRACTUAL SERVICES	1,453.50
		WATER GIS	363772
660-00-53610-000-831		MAINTENANCE-COLLECTION SYSTEM	1,943.00
		SEWER GIS	363775
100-00-53440-390-000		SUPPLIES/EXPENSES STORM SEWER	393.00
		STORM SEWER GIS	363776
Total			3,789.50

3/18/2024 MENARDS-WEST BEND

MISC SUPPLIES

100-00-55200-350-000		PARKS REPAIR/MAINT	908.84
		LUMBER/MISC SUPPLIES	75951
100-00-55200-350-000		PARKS REPAIR/MAINT	75.27
		ROOF EDGE/EAVE TRIM/RIDGE CAP	75956
Total			984.11

3/18/2024 NATIONAL SALT & SUPPLY COMPANY, INC

SIDEWALK SALT

100-00-53310-390-000		SALT SNOW/ICE CONTROL	366.03
		SIDEWALK SALT	42040
Total			366.03

3/18/2024 NORTH CENTRAL LABORATORIES, INC.

LAB SUPPLIES/CHEMICALS

630-00-54100-000-630		LAB CHEMICALS	679.22
		LAB CHEMICALS	500385
630-00-54110-000-827		LAB SUPPLIES & EXPENSES	191.83
		PHOSPHORUS TEST TUBE	500551
630-00-54110-000-827		LAB SUPPLIES & EXPENSES	736.04
		PHOSPHORUS TEST TUBE	500704
Total			1,607.09

3/18/2024 O'REILLY AUTO PARTS

BATTERY

100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	168.19
		BATTERY	5003-388693
Total			168.19

3/18/2024 PARKSIDE AUTO CENTER, INC.

OIL FILTER/TIRE ROTATION

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Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
350-00-52220-202-000		MAINTENANCE - TRUCKS	99.10
		OIL FILTER/TIRE ROTATION	
		17371	
		Total	99.10
<hr/>			
	3/18/2024	PORT PUBLICATIONS	
		ST JOHNS CHURCH PUBLICATION	
100-00-51420-320-000		ADMIN PUBLICATIONS, DUES	98.53
		00175809	
		Total	98.53
<hr/>			
	3/18/2024	RABUCK, RICK	
		DIESEL FUEL	
100-00-53240-351-000		GASOLINE/DIESEL HWY EQUIPMENT	59.12
		DIESEL FUEL	
		Total	59.12
<hr/>			
	3/18/2024	SCHOMMER, JOHN	
		MARCH MEAL	
350-00-52260-601-000		FOOD/DRINK	17.00
		MARCH MEAL	
		Total	17.00
<hr/>			
	3/18/2024	SIPPEL ELECTRIC	
		HVAC REPAIRS/LIGHTING	
100-00-55200-350-000		PARKS REPAIR/MAINT	906.00
		EMERGENCY BALLAST/FLOOD LIGHTS/BREAKERS	3644
350-00-52220-207-000		MAINTENANCE - BUILDING	773.50
		FURNACE OVERLAD RELAY	3643
		Total	1,679.50
<hr/>			
	3/18/2024	STRAND ASSOCIATES, INC.	
		ENGINEERING SERVICES	
400-00-53100-210-000		HWY. & STREET ENGINEERING	46,963.67
		BUSINESS PARK EXPANSION	0208370
110-00-53300-820-000		STREET & HWY CPTL IMPROVEMENTS	21,239.59
		HIGHLAND DR RECONSTRUCTION	0208371
		Total	68,203.26
<hr/>			
	3/18/2024	TNT Service	
		TRUCK REPAIRS	

3/18/2024 2:26 PM

In Progress Checks - Full Report - ALL

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ALL Checks by Payee

ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-53240-350-000		REPAIR/MAINTENANCE HWY EQUIPME	372.42
		TRUCK REPAIRS	
		10352	
		Total	372.42

3/18/2024 USA BLUE BOOK

LAB SUPPLIES

630-00-54110-000-827		LAB SUPPLIES & EXPENSES	937.76
		DEBRIS BASKET/FLASK	
		INV00285523	
630-00-54110-000-827		LAB SUPPLIES & EXPENSES	13.99
		STAPLER	
		INV00291477	
		Total	951.75

3/18/2024 VERIZON

TELEPHONE SERVICE

100-00-52100-350-000		REPAIR/MAINTENANCE POLICE	237.48
		POLICE	
		9957989708	
350-00-52280-801-000		AMBULANCE EXP-UTILITIES	79.16
		AMBULANCE	
		9957989708	
600-00-53700-000-640		SUPPLIES & EXPENSES	79.16
		WATER DEPT	
		9957989708	
660-00-53610-000-827		OTHER OPERATING	38.01
		WWTP	
		9957989708	
350-00-52300-306-000		PARAMEDIC MISC	90.58
		PARAMEDIC	
		286497092	
		Total	524.39

3/18/2024 WE ENERGIES

STONE CREEK PARK

100-00-55200-220-000		PARKS ELECTRIC	165.35
		STONE CREEK PARK	
		4932182605	
100-00-53420-220-000		ELECTRIC STREET LIGHTING	25.52
		ENTRANCE SIGN	
		4931685918	
100-00-55200-220-000		PARKS ELECTRIC	41.79
		OAK PARK	
		4931212143	
100-00-53420-220-000		ELECTRIC STREET LIGHTING	4,493.93
		STREET LIGHTING	
		4932229159	
100-00-53270-220-000		ELECTRIC BUILDINGS/GROUNDS	15.39
		420 WHEELER AVE-LIGHTING	
		493148259	

ALL Checks by Payee
GENERAL CHECKING & MONEY MARKET

ACCT

Dated From:
Thru:

From Account:
Thru Account:

Voucher Nbr	Check Date	Payee	Amount
100-00-53420-220-000		ELECTRIC STREET LIGHTING	14.39
		LED STREET LIGHT	4932271594
660-00-53610-000-821		FUEL & POWER EXPENSE	47.49
		LIFT STATION	4932536466
660-00-53610-000-821		FUEL & POWER EXPENSE	3,668.32
		WWTP ENERGY ANALYSIS-ELECTRIC	4933827493
600-00-53700-000-620		POWER FOR PUMPING	1,073.25
		PUMP HOUSE 1	4931278352
600-00-53700-000-620		POWER FOR PUMPING	114.06
		WATER TOWER	4931968372
600-00-53700-000-620		POWER FOR PUMPING	1,327.46
		PUMP HOUSE 2	4932966247
Total			10,986.95
<hr/>			
	3/18/2024	WESTER, MICHELE	
		CAKE BANQUET	
350-00-52260-604-000		Donations	125.90
		CAKE BANQUET	
Total			125.90
<hr/>			
	3/18/2024	WISCONSIN DOCUMENT IMAGING	
		COPIES	
100-00-51600-400-000		TECHNOLOGY VILLAGE HALL	121.74
		COPIES	242590
Total			121.74
<hr/>			
	3/18/2024	WPP, LLC	
		PILNER GLASSES/STAMPS	
350-00-52260-604-000		Donations	217.18
		GLASSES/STAMPS/ENVELOPES	23-1911
350-00-52280-802-000		AMBULANCE EXP-OFFICE SUPPLIES	67.88
		RUN SHEETS	23-1874
Total			285.06
<hr/>			
Grand Total			117,951.35

3/18/2024

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In Progress Checks - Full Report - ALL

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ALL Checks by Payee

ACCT

GENERAL CHECKING & MONEY MARKET

Dated From:

From Account:

Thru:

Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND	24,456.81
Total Expenditure from Fund # 110 - CAPITAL PROJECTS	21,239.59
Total Expenditure from Fund # 350 - FIRE DEPARTMENT	6,457.00
Total Expenditure from Fund # 400 - TID NO. 3	46,963.67
Total Expenditure from Fund # 600 - WATER UTILITY	4,518.06
Total Expenditure from Fund # 630 - LABORATORY	2,637.09
Total Expenditure from Fund # 660 - SEWER UTILITY	11,679.13
Total Expenditure from all Funds	117,951.35

**From the Desk of:
Christophe E. Jenkins
Village Administrator**



March 2024 Village Administrators Report

1. Smart Residential, Industrial, and Commercial Growth

Our Village awarded the bid for our Industrial Park project to Kruzcek Construction. We look forward to working with them throughout this Summer as they grade, build out utilities, and extend Innovation Drive. Our team worked with Strand Engineering to develop a plan of action for project management and check ins in advance of our pre-construction meeting with them. We've also continued to answer inquiries on available parcels as they've come in.

Our team handled building permits as they've been coming through, and met with PWSBs team on their upcoming expansion. Look forward to working with them throughout their exciting project!

2. Responsible Fiscal Policy

We closed on our debt proceeds and are in the process of working with Ehlers to invest these proceeds until we utilize them. Treasurer Depies continues to work with our auditors at Baker Tilly as various questions come up on our 2023 audit, but this seems to be winding down.

Treasurer Depies and I reviewed the creation of a "medical leave bank" policy and new short term disability options, as recommended by the Finance Committee. Our Village also approved new Financial and Purchase Policies which will help to guide our day-to-day operations.

3. Support Public Safety & Infrastructure

Our Village came together for the Fredonia Fire Departments annual appreciation dinner commemorating milestones and achievements. The Chief and I have also been working through Paramedic program scenarios in advance of Public Safety meetings and a planned joint meeting with our neighboring municipalities. Sgt Leet and I have begun meeting regularly in advance of his transition to heading the Marshal's Office officially, and look forward to helping implement his ideas within the department and our community.

DPW Crews took advantage of the mild winter to do park clean up and maintenance items throughout the village. Various old or unused equipment were sold off at auction, and we've begun exploring a "revolving equipment replacement fund" to take advantage of these extra proceeds. I appreciate Director Paulus' ongoing efforts to challenge the status quo and throw out new ideas. We've continued to respond to RFP inquiries on the Milwaukee Culvert project, and hoping to get a few bids in by the end of the month. In addition, GIS updates were completed per our contract and bids were collected for the additional security camera project per our 2024 CIP list.

4. Encourage Open Communication & Collaboration

Spring election season is officially upon us as absentee ballots have been sent out, in-person voting has begun, and we are getting our staff and materials ready to conduct the Tuesday, April 2nd election.

Chief Weyker and I were both guest speakers for the Ozaukee County meeting of the Towns Association where we shared about Innovation and Planning Grant funding and how joint efforts, like the paramedic program, are the way of the future.

5. Strong Sense of Community

We continue to plan for our various events. The 150th continues their ideas and implementation. And sponsors have lined up for our new summer music series, movie in the park, and our kids mud run. Our team visited Forest Haven Senior living for the statutorily mandated voting time, during which I continued my tradition of entertaining their residents with some music and songs. Fun time for sure!

Finally, a big shout out as we are able to officially announce that PWSB will be donating \$50k towards the Fredonia Splash Pad project. Huge THANK YOU to them and we look forward to doing a joint announcement soon!

Overall, we continue to make significant progress in achieving the Village of Fredonia's overarching goals.

Thank you,

Christophe E. Jenkins – Village Administrator

FREDONIA VILLAGE MARSHAL
REPORT TO VILLAGE BOARD
February, 2024

SIGNIFICANT EVENTS:

UPCOMING EVENTS:

AS OF: February 29th, 2024

HOURS:	289.5	2023 TOTAL:	3530.25
AVERAGE PER WEEK:	51.9	2023 AVERAGE:	73.5
COMPLAINTS 2024:	100	COMPLAINTS 2023:	750
ARRESTS 2024:	16	ARRESTS 2023:	96

EQUIPMENT ISSUES: None

MISCELLANEOUS: Annual training of mandatory policies has begun.

Final 2015 revenue:	\$1,777.71
Final 2016 revenue:	\$5559.55
Final 2017 revenue:	\$3762.85
Final 2018 revenue:	\$1190.04
Final 2019 revenue:	\$4900.00
Final 2020 revenue:	\$1094.00
Final 2021 revenue:	\$6500.00
2022 revenue:	\$2960.00
2023 revenue:	\$666
2024 revenue:	
The 7 average is:	\$3540.59

Fredonia Fire Department
201 S Milwaukee Street
PO Box 159
Fredonia, WI 53021



Chief Brian Weyker
Phone: 262-692-9973
bweyker@village.fredonia.wi.us



January/ February 2024 MONTH(S) IN REVIEW

Training

Monthly Business Meeting – January

- Skipped – Bad Weather

Monthly Business Meeting – February

- Monthly vehicle and small equipment maintenance.
- Update membership on:
 - o Department Operations – new dispatching procedures, radio system
 - o Paramedic Program Update
 - o Incident review

EMS training –

- January
 - o Airway – Basic and Advanced
- February
 - o Medical Emergencies – Karen and Jean (Aurora Medical Center)

Engineer/Fire Training –

- January
 - o Ladder Operations and Rope Work
 - o Driver Training
- February
 - o Scene Safety
 - o RIT & Self Preservation
 - o Department SOP's and SOG's

Recent Membership Applications

- January / December
 - o None

January 2024 - Call Volumes

- Fire incidents – 10 (2023 - 12)
- Rescue Incidents – 27 (2023 - 35)
- Ambulance Incidents – 72 (2023 - 68)

Eric Paulus
Director of Public Works



PO Box 159
242 Fredonia Ave
Fredonia, WI 53021
Phone (262) 483-0275
Fax (262) 692-2883
dpwdirector@fredoniawi.gov

Water

Started updating GIS water inventory including adding curb stops and valve boxes with correct locations. Worked on 2 customer water meters. Did a training with Midwest meter on how to capture leaks, high reads, and no reads. Received a quote from Midwest meter on a new galaxy reader on the tower behind the Village Office. Reader is nearing the end of its life.

Wastewater

Started testing a new client in the Lab. If all goes well, they will send us more work. Monthly reports were completed and are now getting ready for the annual report due in June. Fixing some lights that are bad at the plant and a blower that has fallen apart and working on getting some numbers.

Parks

Replaced the old picnic tables and garbage cans at Freedom Park with new ones. Started to clean up some of the branches and trees that have fallen in the park. Cleaned up plow divots. Did an inspection of playground equipment and will fix the items broken.

Streets

Dump truck has been inoperable all month. TNT has come to fix it again and hopefully it will not overheat anymore. Will start a sidewalk inspection program and inventory all sidewalk that is or will be a problem. The plan in the future is to fix sidewalks in house to save money. Used the new/used vac trailer that the Village bought in January to clean out catch basins and works great. Had the street sweeper make a tour every week. Thinking of doing this every Tuesday to keep the catch basins clean. Replaced a cutting edge on the snowplow for the pickup.

Director

Plow equipment has been taking a beating this season. Trying to make everything run more efficient during plowing events as to create less overtime, less equipment down time and less salt usage, while providing open/cleared roads earlier, clearing the sidewalks and foot paths before school starts while maintaining our normal daily routines, including Lab work, water testing and maintenance of parks.

From the Desk of
Michelle Johnson
Village Clerk

March 21st, 2024 Update to the Board

We have been very busy supporting election processes in preparation for the April 2, 2024 Spring Election. Check out our website for a comprehensive voter's guide, including a sample ballot, notice of referendum for the three referendum questions, links to register, request an absentee ballot, and track your mailed ballot.

There is in-person absentee voting scheduled for the two weeks before the election (in progress by the time of this meeting.)

I've mailed all absentee ballots with active requests on file on March 7th, and any subsequent requests for mailed ballots are fulfilled within 24 hours of receiving an application.

We visited Forest Haven to conduct a voting session for those who are indefinitely confined.

Public testing of voting equipment is scheduled on March 26th, 2024 at 9:00AM. The public is invited and encouraged to attend.

The DPW has assisted me with an accessibility study of our polling location, and we made a few required updates and adjustments. As a result of the study, we qualified for free supplies to support accessibility, and voters will see increased signage and useful voting tools on election day. The Village is fully prepared to face an election day audit with confidence.

I have drafted an updated Election Day Emergency Response Plan, last revised in 2017. This plan was reviewed and approved by our public safety officers: Chief Weyker, Sargent Leet, and Director Paulus. As this is a sensitive document, I chose not to include it in the packet, but will furnish upon request to any board members interested.

Election day is April 2, 2024. Polls are open from 7:00AM-8:00PM at 242 Fredonia Ave, Fredonia, WI 53021.

We are working with the DNR to craft a federally required update to our floodplain ordinance. The ordinance affects our zoning, so will work its way through the Planning Commission and public hearing processes before coming to the Board for consideration at the second meeting in May.

The Spring Newsletter is in the works! This is such a great tool to communicate with residents. If there is anything a board member wishes to communicate to your constituents, please send it along asap! I have also been uploading committee meeting recordings to the website and YouTube Channels, and they are getting views.

I applied for a WMCA scholarship to the Clerk's Institute in June. Keep your fingers crossed for me!

**REPORT FROM TREASURER
MARCH 21, 2024**

Summary of activities completed:

- Day to day operations of the Village
- Processing invoices for payment
- Processing payroll and all associated requirements
- Bank reconciliations
- Attended the Finance Committee Meeting
- Completed the Medical Leave Bank Policy for approval and incorporation into the Employee Handbook.
- Annual Audit – continue to gather and provide information as requested by the Audit team at Baker Tilly. This is starting to wind down – thinking the Audit is almost complete..
- Receipting water/sewer bills
- Have been taking one day off each week. Currently at max PTO and need to take the time before it is lost.



Request for Board Consideration

Item Description: Branch Chipping Policy	
Report Prepared By: Eric Paulus	
Report Date: 3-13-24	Meeting Date: 3-21-24
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: Updating the policy that was last changed in 2003. Our chipping practice has changed along with staff hours and staff.	
Staff Comments: Updated policy changes the start and end date to make it easier for the public to remember. Changed the start time and the day. Added language about full tree removals, procedure if chipping time exceeds 20 minutes, and provides for additional chipping due to weather-related incidents.	
Administrator's Recommendation: Approve	
Action Requested: Motion to Approve Updated Branch Chipping Policy	
Attachments: <ol style="list-style-type: none"> 1. Draft Branch Chipping Policy 	

VILLAGE POLICY ON BRANCH CHIPPING

1. The Village will stop at those residences which have placed branches at the curb in for branch chipping services.
2. The Village will generally branch chip on Mondays, weather dependent. Depending on the volume of branches and other tasks this may extend beyond one day of work.
3. Branch chipping begins the first Monday in April and ends the first Monday in October, weather dependent.
4. The Village will accommodate reasonable requests to pick up branches for a special event.
5. Branches are not to be dropped off at the yard waste site.
6. Trees and branches cut down because of construction of structures will not be chipped by the Village. In this case, the property owner shall hire a commercial chipper. The chips may be disposed at the Village yard waste site.
7. To expedite chipping, branches should be stacked butt ends to the curb, be left as long as possible with a diameter between ½"-6".
8. Only branches stacked along the curb or sidewalk will be chipped unless other arrangements have been made.
9. Crews will spend no more than 20 minutes at each residence. If the work exceeds 20 minutes, remaining branches will be left until the following week.
10. Crews will make one pass per side of the street per chipping event.
11. Christmas trees will be chipped every Monday in January.
12. No stumps.
13. No full tree removal.
14. In the event of a windstorms, crews may make additional passes through the village as part of clean-up efforts.



Request for Board Consideration

Item Description: Medical Leave Bank Policy	
Report Prepared By: Melissa Depies, Village Treasurer	
Report Date: March 13, 2024	Meeting Date: March 21, 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:	
Budget Line Item:	
Wisconsin Statute or Local Ordinance:	
Background Analysis:	
<p>Staff Comments:</p> <p>Currently the village does not offer any sick or medical leave time to the employees; however the Village does provide Short Term Disability Insurance (STD).</p> <p>The Finance Committee discussed and recommended that a Medical Leave Bank Policy (MLB) be drafted and incorporated into the Employee Handbook. Said policy is attached for approval.</p> <p>Time in the MLB would be accrued when an employee reaches the max PTO. Currently when an employee reaches max PTO they are forced to either take time off at a time that is not convenient for the Village or lose their accrued PTO.</p> <p>The MLB can only be used for qualifying events as described in the Family Medical Leave Act and/or to off-set the STD payments. STD pays 60% (24 hours) of an employee’s wages, with a maximum of \$350 per week. MLB could then be used to pay the employee for the 16 hours that are not covered.</p> <p>Receiving a paycheck from the Village while out on medical leave is important as each employee contributes to the cost of health insurance and other various benefits through payroll deductions. If an employee does not receive a pay check then the Village would need to invoice the employee to keep the coverage active.</p> <p>Please note that there is a statement in the policy that states “Upon an employee’s separation from employment, the Medical Leave Bank is not payable”.</p>	

Administrator's Recommendation: Approve

Action Requested:

Motion to approve the Medical Leave Bank Policy and incorporate said policy into the Employee Handbook.

Attachments:

1. Medical Leave Bank Policy

MEDICAL LEAVE BANK.

The other portion of the PTO program for employees is the Medical Leave Bank. The purpose of the Bank is to address the long-term medical needs for an employee's personal illness or the personal illness of an eligible family member.

Employees may accumulate up to a maximum of 480 hours in their Medical Leave Bank. Once an employee's Bank reaches a maximum of 480 hours, no more hours will be credited to the employee's Bank until the accumulated hours fall below the 480-hour maximum.

1. USES.

a. The medical needs must be for qualifying events as described in the Family and Medical Leave Act policy for personal or family medically related reasons (i.e., illness, injury, medical emergency or military exigencies for the employee or family members) and consequently, the employee must provide the Village with an FMLA application which is acceptable to the Village.

b. In the event the Medical Leave Bank is exhausted for qualifying events, employee will use PTO. Time off without pay is not allowed, except for absences covered by FMLA. Negative balances are not permitted.

c. Employees who have a covered event that will require the them to be absent for longer than three (3) working days, are required to contact their Department Head or designee.

d. The Medical Leave Bank account may be accessed for an employee's non-intermittent FMLA after the appropriate certifications have been received and approved by the Office of the Village Administrator.

e. Using the Medical Leave Bank for intermittent leave may be allowed upon approval by the Village Administrator or designee under certain circumstances such as prolonged therapies necessitating multiple appointments, travel requirements or symptomatic absences due to treatments.

f. The Medical Leave Bank account may be used for the three (3) day waiting period to cover time loss in the event of a Workers' Compensation time loss.

g. The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of medical leave may result in loss of pay or loss of PTO for the duration of the absence and may be considered grounds for disciplinary action.

h. The Employer may require the employee to provide a certificate of recovery before the employee returns to work from a registered physician as named either by the employee or the Employer.

i. Upon an employee's separation from employment, the Medical Leave Bank is not payable.

2. INCREASING MEDICAL LEAVE BANK ACCOUNT HOURS.

After completing six (6) months of employment, an eligible employee's individual account will be established with an initial Village contribution of twenty (20) hours into the account or will be pro-rated for part-time employees.

Employees may build hours in their account by rolling hours from their PTO into their Medical Leave Bank account. There are two ways in which to accomplish this:

- a. To the extent that the PTO balance exceeds the Accrual Maximum, those hours will automatically be transferred to the Medical Leave Bank account.
- b. Prior to December 15 of each year, employees can elect to deduct hours from the PTO balance and transfer the hours to the Medical Leave Bank account.

**PERMANENT WATER MAIN
EASEMENT
AND CERTIFICATE OF
COMPENSATION**

Document Number

Document Title

This Permanent Water Main Easement (“Easement”) is made by and between Darrell A. Dohrwardt and Debra A. Dohrwardt (collectively, “Owner”) and the Village of Fredonia, a Wisconsin municipal corporation (“Village.”)

Recording Area

Name and Return Address:

Atty. Johnathan G. Woodward
Houseman & Feind LLP
1650 9th Ave.
Grafton, WI 53024-2450

PIN: 09-035-15-017-00

RECITALS

A. Darrell A. Dohrwardt and Debra A. Dohrwardt are the joint owners of real property in the Village of Fredonia, County of Ozaukee, State of Wisconsin, described as follows:

PARCEL 1:

Lot 4 of Certified Survey Map No. 2035, recorded in the Ozaukee County Registry in Volume 15 of Certified Survey Maps on Pages 182-184, as Document No. 414034, and being a part of the Southeast 1/4 of Section 35, Township 12 North, Range 21 East, Village of Fredonia, Ozaukee County, Wisconsin.

PARCEL 2:

Outlot 1 of Certified Survey Map No. 3141 recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, on May 12, 1999 in Volume 22 of Certified Survey Maps on Page 172, as Document No. 634057, being a part of the Southwest 1/4 of the Southeast 1/4 of Section 35, Town 12 North, Range 21 East, in the Village of Fredonia, Ozaukee County, Wisconsin and more fully described as follows:

Commencing at the Southwest corner of Lot 2 located on the East side of the right of way line for Tower Drive, thence S 46 degrees 52' 58" E a distance of 177.12 feet to the point of beginning; thence N 20 degrees 18' 48" E a distance of 32.54 feet; thence N 87 degrees 30' 33" E a distance of 700.08 feet; thence S 1 degree 49' 38" E a distance of 30.00 feet; thence S 87 degrees 30' 33" W a distance of 712.35 feet to the point of beginning.

Tax Key No. 09-035-15-017-00 (“Property”)

B. The Village has requested that the Owner grant a permanent water main easement over the Property, within the area hereinafter referred to as the “Easement Area”, described in detail as follows:

All of Outlot 1 of Certified Survey Map No. 3141, and the North 25 feet of the East 40 feet of Lot 4 of Certified Survey Map No. 2035, containing 22,184 square feet, more or less.

The Easement Area is further depicted on the attached **Exhibit A**, which is attached to this Agreement and incorporated here by reference.

C. The Owner is willing to grant the Village the Easement described herein, subject to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for the Village’s consideration to Owner in the amount of **Two Thousand Two Hundred Eighteen Dollars and Forty Cents (\$2,218.40)**, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. Grant and Term of Easement. Subject to the terms and conditions of this Agreement, the Owner conveys to the Village, its agents, subcontractors, and employees, a permanent water main easement, under and through that portion of the Property described in this Agreement as the Easement Area for the purpose of operating, repairing, and maintaining a public water main pursuant to the terms and conditions stated herein. The easement shall run with the land in perpetuity, unless and until altered in writing between the Village and the Owner or a successor in interest of the Owner. The easement is subject to all other easements, restrictions, and covenants, recorded and unrecorded.
2. Access; Parking. Village shall have a right of pedestrian and vehicular ingress and egress for its employees, contractors and subcontractors over the Property as reasonably required to access the Easement Area.
3. Use of Easement Area. Construction vehicles and other equipment shall be maintained on-site only when intended for service on the immediate next business day. No right of use or access to the Owner’s building on the Property is granted under this Agreement. City acknowledges and agrees that City is solely responsible for all security for equipment, materials and personnel on the Property pursuant to this Agreement and releases the Owner from any and all liability with respect to same.
4. Restoration; Maintenance. Upon the Village performing any work within the Easement Area, the Village shall promptly perform surface restoration, including

restoration of topsoil to a minimum of original depth and matching original elevations and adjacent grades. All disturbed areas of the Easement Area shall be filled and compacted to original elevations and grades, and disturbed areas restored to substantially the condition as existed prior to commencement of the work.

- 5. Indemnity; Waiver. The Village shall indemnify and hold Owner, and any and all successors in interest to the Owner, harmless from and against any and all loss, cost, damage or claim arising out of the Village’s operation, maintenance, repair, or other exercise of rights pursuant to this Agreement, or from any breach of the terms of this Agreement, which indemnification shall include, without limitation, reasonable attorneys’ fees and other costs of enforcement.
- 6. Successors and Assigns. This Agreement shall run with the land described herein and obligations and rights imposed or granted hereunder shall be binding upon the Owner and Village, and their respective successors and assigns, until Termination.
- 7. Acknowledgement of Compliance with Statutory Procedures. The Owner agrees and acknowledges that the Village has complied with the statutory procedures at Wis. Stat. § 32.06(2) and has been provided with the applicable pamphlet prepared under Wis. Stat. § 32.26(6). The price paid by the Village to Owner is an agreed price as the result of negotiations under Wis. Stat. § 32.06(2a). Pursuant to Wis. Stat. § 32.06(2a),
- 8. Notice. Any notice required or desired to be given by either party to the other shall be in writing and personally delivered, electronically transmitted via facsimile or e-mail, or delivered by nationally recognized commercial overnight courier. Notices personally delivered or electronically transmitted shall be deemed received when given, if prior to 3 PM recipient’s local time on a business day, otherwise on the next regularly occurring business day. Notices sent by nationally recognized commercial overnight courier shall be deemed on the next business day following deposit. Either party may change its contact person or information for notices in the same manner above prescribed. Notices shall be addressed as follows.

IF TO THE OWNER: To the name and address of the Owner then on file with the Ozaukee County Treasurer for the receipt of property tax bills.

IF TO VILLAGE: Village Clerk
Village of Fredonia
242 Fredonia Ave.
Fredonia, WI 53021

- 9. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by written document executed and

acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin. If any term or condition of this Agreement or the application of this Agreement to any person or circumstance shall be deemed invalid or unenforceable, the remainder of the Agreement, or the application of the term or condition to the persons or circumstances other than those to which it is held invalid or unenforceable shall be enforced to the fullest extent allowed by law.

- 10. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition of this Agreement, either to restrain or prevent the violation or to obtain any other such relief. If any action is brought to enforce this Agreement, the prevailing party in such action shall be entitled to recover all of its costs, including reasonable attorneys' fees, from the nonprevailing party.
- 11. Invalidation. Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.
- 12. Governing Law. The Laws of the State of Wisconsin shall apply to and be interpreted as to any dispute arising under this document
- 13. Obstruction. Except as permitted herein, no structure, improvements or vegetation shall be installed within the Easement Area that would in any way interfere with the operation or maintenance of the public water main installed on, under, or within the Easement Area or the rights granted to the Village. The Village shall have the right, but not necessarily the obligation, to remove or trim trees and vegetation within or overlapping the Easement Area, but only as necessary, in its sole discretion, to maintain the public water main. In no event may the grade of the Easement Area be altered more than 4 inches.

CERTIFICATE OF COMPENSATION

All persons having an interest of record in the property prior to its conveyance:

Darrell A. Dohrwardt and Debra A. Dohrwardt
Donald G. Dohrwardt and Lisa M. Dohrwardt

Legal description of the property: As set forth on Page 1

Nature of the interest acquired: Permanent water main easement

Compensation for such acquisition: \$2,218.40

Any person named in this certificate may, within 6 months after the date of its recording, appeal from the amount of compensation therein stated by filing a petition with the judge of the circuit court of the county in which the property is located for proceedings to determine the amount of

just compensation. Notice of such petition shall be given to all persons having an interest of record in such property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first above written.

DARRELL A. DOHRWARDT

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF OZAUKEE)

Signed and acknowledged before me by Darrell A. Dohrwardt on _____, 2024.

Name: _____
Notary Public, Wisconsin
My Commission: _____

DEBRA A. DOHRWARDT

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF OZAUKEE)

Signed and acknowledged before me by Debra A. Dohrwardt on _____, 2024.

Name: _____
Notary Public, Wisconsin
My Commission: _____

VILLAGE:
VILLAGE OF FREDONIA

By: _____
Daniel Gehrke, Village President

By: _____
Michelle Johnson, Village Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF OZAUKEE)

Signed and acknowledged before me by Daniel Gehrke and Michelle Johnson, in their capacities as Village President and Village Clerk of the Village of Fredonia, on _____, 2024.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This document was drafted by:
Atty. Johnathan G. Woodward
State Bar No. 1056307

**PERMANENT WATER MAIN
EASEMENT
AND CERTIFICATE OF
COMPENSATION**

Document Number

Document Title

This Permanent Water Main Easement (“Easement”) is made by and between Smiley Properties LLC (“Owner”) and the Village of Fredonia, a Wisconsin municipal corporation (“Village.”)

Recording Area

Name and Return Address:

Atty. Johnathan G. Woodward
Houseman & Feind LLP
1650 9th Ave.
Grafton, WI 53024-2450

PIN: 09-035-15-016-00

RECITALS

A. Smiley Properties LLC is the owner of real property in the Village of Fredonia, County of Ozaukee, State of Wisconsin, described as follows:

Lot 2 of Certified Survey Map No. 3141 as recorded on May 12, 1999 in the office of the Register of Deeds for Ozaukee County, Wisconsin, in Volume 22 of Certified Survey Maps on Page 172 as Document No. 634057, being a part of Lot 3, CSM No. 2035, in Volume 15, Page 182, being a part of the Southwest 1/4 of the Southeast 1/4 of Section 35, Town 12 North, Range 21 East, in the Village of Fredonia, Ozaukee County, Wisconsin;

AND

A part of the Southwest 1/4 of the Southeast 1/4 of Section 35, Town 12 North, Range 21 East, in the Village of Fredonia, Ozaukee County, Wisconsin, beginning at the Southeast corner of Lot 1 of the CSM No. 3141, recorded in Volume 22 on Page 172, Ozaukee County Register of Deeds; thence S 87° 30' 33" W 622.66 feet; thence N 46° 52' 58" E 12.39 feet to the East line of Tower Drive; thence N 43° 07' 02" E along said east line 81.30 feet; thence Northeasterly 45.86 feet along the arc of a curve to the left, having a radius of 327.69 feet, through a central angle of 8° 01' 08" and a chord which bears N 39° 06' 28" E, 45.82 feet; thence N 87° 30' 33" E 543.97 feet to the east line of said Lot 1; thence S 01° 49' 38" E along said east line 100.01 feet to the point of beginning.

Tax Key No. 09-035-15-016-00 (“Property”)

B. The Village has requested that the Owner grant a permanent water main easement over the Property, within the area hereinafter referred to as the “Easement Area”, described in detail as follows:

The southwest 30 feet of Lot 2 of Certified Survey Map No. 3141, containing 5,124 square feet, more or less.

The Easement Area is further depicted on the attached **Exhibit A**, which is attached to this Agreement and incorporated here by reference.

C. The Owner is willing to grant the Village the Easement described herein, subject to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for the Village’s consideration to Owner in the amount of **Five Hundred Twelve Dollars and Forty Cents (\$512.40)**, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. Grant and Term of Easement. Subject to the terms and conditions of this Agreement, the Owner conveys to the Village, its agents, subcontractors, and employees, a permanent water main easement, under and through that portion of the Property described in this Agreement as the Easement Area for the purpose of operating, repairing, and maintaining a public water main pursuant to the terms and conditions stated herein. The easement shall run with the land in perpetuity, unless and until altered in writing between the Village and the Owner or a successor in interest of the Owner. The easement is subject to all other easements, restrictions, and covenants, recorded and unrecorded.
2. Access; Parking. Village shall have a right of pedestrian and vehicular ingress and egress for its employees, contractors and subcontractors over the Property as reasonably required to access the Easement Area.
3. Use of Easement Area. Construction vehicles and other equipment shall be maintained on-site only when intended for service on the immediate next business day. No right of use or access to the Owner’s building on the Property is granted under this Agreement. City acknowledges and agrees that City is solely responsible for all security for equipment, materials and personnel on the Property pursuant to this Agreement and releases the Owner from any and all liability with respect to same.
4. Restoration; Maintenance. Upon the Village performing any work within the Easement Area, the Village shall promptly perform surface restoration, including restoration of topsoil to a minimum of original depth and matching original elevations and adjacent grades. All disturbed areas of the Easement Area shall be filled and compacted to original elevations and grades, and disturbed areas

restored to substantially the condition as existed prior to commencement of the work.

5. Indemnity; Waiver. The Village shall indemnify and hold Owner, and any and all successors in interest to the Owner, harmless from and against any and all loss, cost, damage or claim arising out of the Village's operation, maintenance, repair, or other exercise of rights pursuant to this Agreement, or from any breach of the terms of this Agreement, which indemnification shall include, without limitation, reasonable attorneys' fees and other costs of enforcement.
6. Successors and Assigns. This Agreement shall run with the land described herein and obligations and rights imposed or granted hereunder shall be binding upon the Owner and Village, and their respective successors and assigns, until Termination.
7. Acknowledgement of Compliance with Statutory Procedures. The Owner agrees and acknowledges that the Village has complied with the statutory procedures at Wis. Stat. § 32.06(2) and has been provided with the applicable pamphlet prepared under Wis. Stat. § 32.26(6). The price paid by the Village to Owner is an agreed price as the result of negotiations under Wis. Stat. § 32.06(2a).
8. Notice. Any notice required or desired to be given by either party to the other shall be in writing and personally delivered, electronically transmitted via facsimile or e-mail, or delivered by nationally recognized commercial overnight courier. Notices personally delivered or electronically transmitted shall be deemed received when given, if prior to 3 PM recipient's local time on a business day, otherwise on the next regularly occurring business day. Notices sent by nationally recognized commercial overnight courier shall be deemed on the next business day following deposit. Either party may change its contact person or information for notices in the same manner above prescribed. Notices shall be addressed as follows.

IF TO THE OWNER: To the name and address of the Owner then on file with the Ozaukee County Treasurer for the receipt of property tax bills.

IF TO VILLAGE: Village Clerk
 Village of Fredonia
 242 Fredonia Ave.
 Fredonia, WI 53021

9. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin. If any term or condition of this Agreement or the application of this Agreement to any person or circumstance shall be deemed invalid or unenforceable, the remainder of the

Agreement, or the application of the term or condition to the persons or circumstances other than those to which it is held invalid or unenforceable shall be enforced to the fullest extent allowed by law.

10. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition of this Agreement, either to restrain or prevent the violation or to obtain any other such relief. If any action is brought to enforce this Agreement, the prevailing party in such action shall be entitled to recover all of its costs, including reasonable attorneys' fees, from the nonprevailing party.
11. Invalidation. Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.
12. Governing Law. The Laws of the State of Wisconsin shall apply to and be interpreted as to any dispute arising under this document
13. Obstruction. Except as permitted herein, no structure, improvements or vegetation shall be installed within the Easement Area that would in any way interfere with the operation or maintenance of the public water main installed on, under, or within the Easement Area or the rights granted to the Village. The Village shall have the right, but not necessarily the obligation, to remove or trim trees and vegetation within or overlapping the Easement Area, but only as necessary, in its sole discretion, to maintain the public water main. In no event may the grade of the Easement Area be altered more than 4 inches.

CERTIFICATE OF COMPENSATION

All persons having an interest of record in the property prior to its conveyance:
Smiley Properties LLC

Legal description of the property: As set forth on Page 1

Nature of the interest acquired: Permanent water main easement

Compensation for such acquisition: \$512.40

Any person named in this certificate may, within 6 months after the date of its recording, appeal from the amount of compensation therein stated by filing a petition with the judge of the circuit court of the county in which the property is located for proceedings to determine the amount of just compensation. Notice of such petition shall be given to all persons having an interest of record in such property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first above written.

SMILEY PROPERTIES LLC

By: _____
Its: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

Signed and acknowledged before me by _____, in their capacity as _____ of Smiley Properties LLC, on _____, 2024.

Name: _____
Notary Public, Wisconsin
My Commission: _____

VILLAGE:
VILLAGE OF FREDONIA

By: _____
Daniel Gehrke, Village President

By: _____
Michelle Johnson, Village Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF OZAUKEE)

Signed and acknowledged before me by Daniel Gehrke and Michelle Johnson, in their capacities as Village President and Village Clerk of the Village of Fredonia, on _____, 2024.

Name: _____

Notary Public, State of Wisconsin

My Commission: _____

This document was drafted by:
Atty. Johnathan G. Woodward
State Bar No. 1056307