

*District Attorney*  
THERESA WETZSTEON



*Deputy District Attorney*  
ANITA M. LAWRENCE

May 24, 2024

Kenneth M Charneski  
2604 16Th Rd  
Kronenwetter, WI 54455

RE: Complaint against Kelly Coyle 2023MA2342

Dear Mr. Charneski:

In response to your May 24, 2024 inquiry, this letter is to inform you that the District Attorney's office has reviewed the law enforcement reports concerning the above named individual. Based on that review, it is the opinion of the prosecutor who reviewed the case that there is insufficient evidence to prosecute the alleged offense.

In reaching this decision, the District Attorney's office does not mean to suggest that the information gathered regarding the events was not complete or trustworthy. In a criminal case, each element of an offense must be proven beyond a reasonable doubt. In some cases, the investigation and available evidence are insufficient to meet the burden of proof. This happens to be one of those cases and for that reason, we are unable to proceed any further at this time.

Sincerely,

Theresa Wetzsteon  
Marathon County District Attorney







# State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • OFFICE OF TECHNICAL & ASSESSMENT SERVICES • 2135 RIMROCK ROAD MADISON, WI 53713

**Mailing Address:**  
PO Box 8971 #6-97  
Madison, WI 53708-8971  
Phone: (608) 266-7750  
tif@wisconsin.gov

January 14, 2025

37-145

Jennifer Poyer  
Municipal Clerk  
1582 Kronenwetter Dr  
Kronenwetter, WI 54455-9003

RE: Project Plan Approval – Village of Kronenwetter TID 002

Dear Jennifer Poyer:

The Wisconsin Department of Revenue (DOR) approves your municipality's request to amend its project plan for Tax Incremental District (TID) 002. This project plan amendment does not alter the TID's boundaries or base value.

DOR confirms your municipality followed the amendment procedures, under state law (sec. 66.1105 or 60.85, Wis. Stats.); however, DOR does not review the facts or feasibility of the amended project plan.

If you have questions, contact us at [tif@wisconsin.gov](mailto:tif@wisconsin.gov).

Sincerely,

*Tod Ericson*

Community Services Specialist  
Office of Technical and Assessment Services

# **Statewide Services, Inc.**

**Claim Division**

**Dan Lowndes**  
**Managing Attorney-Municipal TPA**  
P.O. Box 5555  
Madison, WI 53705-0555  
608- 828-5687  
[dlowndes@statewidesvcs.com](mailto:dlowndes@statewidesvcs.com)

January 8, 2025

Chris Voll, Village President  
Jennifer Poyer, Village Clerk  
1582 Kronenwetter Drive  
Kronenwetter, WI 54455

Via email to: [cvoll@kronenwetter.org](mailto:cvoll@kronenwetter.org)  
[jpoyer@kronenwetter.org](mailto:jpoyer@kronenwetter.org)

RE: Reservation of Rights  
Eau Claire River, LLC v Village of Kronenwetter  
Marathon County Circuit Court Case No. 24-CV-820  
Our claim no. WM000370500102

Dear President Voll and Clerk Poyer:

Statewide Services is the third-party administrator for the League of Wisconsin Municipalities Mutual Insurance ("the League Mutual"), which provides the insurance coverage to the Village of Kronenwetter ("the Village").

As you know, the Village was recently served with a Petition for a Writ of Certiorari pertaining to a zoning change request application that was denied on November 25, 2024.

Subject to the Reservation of Rights listed below, we have assigned the following attorney to represent the Village in this action:

Richard J. Carlson  
Town Counsel Law & Litigation, LLC  
940 East Evergreen Drive  
Kaukauna, WI 54130  
Phone: (920) 725-1233  
Email: [rcarlson@towncounselaw.com](mailto:rcarlson@towncounselaw.com)

## **Reservation of Rights**

The Village's 2024 insurance policy through the League Mutual carries a three-million-dollar (\$3,000,000) limit for Public Officials Errors & Omissions coverage. The portion of the policy relevant to this suit provides:

**COVERAGE D – PUBLIC OFFICIALS ERRORS AND OMISSIONS**

1. *Applicability* - This insurance applies to “wrongful act(s)” or “employment claims” that arise out of the discharge of duties for the Named Insured, individually or collectively, but only if the “wrongful act(s)” occur within the “coverage territory” and take place during the “policy period”, including defense of Breach of Contract claims, except as limited in D.3. below.

2. *Exclusions*. In addition to Section II – General Exclusions, this insurance does not apply to any claim or “suit” against the insured:

- a. Seeking relief or redress in any form other than compensatory “loss” (including punitive damages where permitted by law); nor shall we have any obligation to indemnify the insured for any costs, fees, including attorney fees, or expenses that the insured shall become obligated to pay as a result of any adverse judgment for injunctive or declaratory relief; **except as provided in paragraph d.3. of the Extensions of Coverage;** (emphasis added)

The **Extensions of Coverage** provision of the policy provides:

**\*\*\* We will pay up to a maximum of \$50,000 for any one “wrongful act” / \$250,000 aggregate for:**

\*\*\*

d. The defense of any non-monetary “claim” or “suit” not otherwise excluded;

\*\*\*

*The wrongful act limit of insurance provided under this Extensions of Coverage is part of, and not in addition to, the Each Occurrence Limit of Insurance shown in the Declarations. The aggregate limit of insurance provided under this Extensions of Coverage is the most we will pay for the sum of all damages because of a., b., c., or d. above.*

\*\*\*

The Petition does not seek monetary damages, therefore, it falls under “Exclusion 2a.” However, it is a non-monetary suit not otherwise excluded, so it falls under the “Extension of Coverage” provision. Therefore, the League Mutual will provide up to \$50,000 in coverage for defense costs.

**Right to update, Non-Waiver & Expected Cooperation**

The League Mutual’s position with respect to this matter is based on the information obtained to date and is subject to further evaluation as additional information becomes available. Therefore, if you disagree with any of the above or if you have any information contrary to or in addition to that which is set forth in this letter, please submit those additional documents or evidence that you believe supports

your position to me for review and consideration. This letter is intended to communicate possible coverage issues and is not intended to provide an exhaustive list of all possible grounds for denying coverage. Therefore, the League Mutual reserves the right to assert additional terms and provisions under the Policy, and at law, that may become applicable as more information is learned.

This letter is not meant to waive any other defenses that the League Mutual has under the insurance policy issued to the Village. The League Mutual reserves the right to review any additional claim(s) or amendment(s) to this claim to make a separate determination as to whether either a defense and/or indemnity might be provided by the League Mutual. The analysis set forth in this letter is based only upon the allegations and factual information as presented to us to date and should not be construed as applicable to a new claim or future amendments to this suit. Our right to have notice of either situation is reserved, as are the notice conditions of the League Mutual policy. The failure of this letter to reference other terms, conditions, definitions, exclusions or the liability limits of the policy does not waive our ability to assert them in the future.

The League Mutual desires to provide you with all of the protection to which you are entitled under the Village's the League Mutual policy. Your cooperation in the defense of this matter is, of course, required and appreciated.

**Conclusion**

If you have any questions regarding this letter, please do not hesitate to contact me by phone or email set forth above.

Sincerely,



Dan Lowndes  
Managing Attorney – Municipal TPA

cc: Richard J. Carlson, Town Counsel (via email to: [rcarlson@towncounselaw.com](mailto:rcarlson@towncounselaw.com) )  
Jesse Furrer, Spectrum Ins. Group (via email to: [jesse.furrer@spectruminsgroup.com](mailto:jesse.furrer@spectruminsgroup.com) )