

Regular Meeting of the Village of Somerset Board of Trustees
Village Hall, 110 Spring Street Somerset, WI 54025 | Tuesday, January 16, 2024

Village President, Mike Kappers called the Public Hearing to order at 6:00 p.m. Present were Mike Kappers, Donnie Kern, Caleb Garn, Chris Dubak, Chris Moreno, Josh Hecht, and Brandon Krohn. Also present at Village Hall - Village Attorney, Paul Mahler and Director of Public Works, Bob Gunther and Village Engineer, Chuck Schwartz.

Claire Michaelson from MSA presented information on the Comprehensive Plan.

Public Hearing closed at 6:04 p.m.

Regular Meeting called to order.

Public Comment

- Dennis Neumann - Pine Vale Final Plat

Kappers moved item 10.A. and 10.B. to the next items on the agenda.

New Business

- **Discussion/Possible Approval - Western Wisconsin Senior Center Presentation**
 - Nancy Meyer presented information regarding Freedom Park Center. Center will be used by seniors, veterans, and youth from New Richmond and surrounding Communities. Seeking additional funds from communities. Slated to open in the fall of 2024.
- **Discussion/Possible Approval - Comprehensive Plan**
 - *Motion by Kern, second by Garn to approve the Village of Somerset 2043 Comprehensive Plan. Motion carried unanimously.*

Minutes

- *Motion by Garn, second by Hecht to approve minutes of the December 19, 2023, meeting. Motion carried unanimously.*

Committee Reports

Plan Commission

- **Discussion/Possible Approval - Pine Vale Final Plat**
 - Attorney Mahler advised the board to include language regarding the utility easement being 10'. Kern asked about consideration of public comment speaker. Schwartz said there are five connections. Every adjacent parcel has a connection.
 - *Motion by Kern, second by Hecht, to approve Pine Vale Final Plat with Utility Easement of 10' and motion carried unanimously.*

Public Works

- **Discussion/Possible Approval - GPS Tracking - Which Vehicles**
 - Kappers stated this did not pass at committee level.
- **Discussion/Possible Approval - Flowerpots for Main Street**
 - The village is being asked to purchase 3 pots.

- Adopt-a-Pot program will include purchasing materials and supplies for flowerpot and maintaining it for one season. Krohn stated the Public Works Committee approved purchasing three pots totaling \$1353.
- Pots can be left out year-round and are self-watering. Gunther said placement has not been solidified.
- *Motion by Krohn, second by Kern to approve purchase of 3 flowerpots for \$1353 and approval of Adopt-a-Pot program. Motion carried with 6 ayes. Garn abstained.*

Public Safety

- **Discussion/Possible Approval - Interim Conditional Use Permit Events**
 - Dubak reviewed the Public Safety Committees proposed changes.
 - *Motion by Moreno, second by Krohn to approve the Interim Conditional Use Permit Events as presented and motion carried unanimously.*

Finance/Personnel

- **Discussion/Possible Approval - Impact Fee Needs Proposal**
 - Kappers suggested reviewing in stages.
 - Last reviewed in 2010 for \$16,000.
 - Cost could be covered by current impact fees that have been collected.
 - Schwartz suggested looking at all fees as a package rather than individually.
 - Schwartz and Lowe (Ehlers) said it is common for municipalities to review every 5-10 years.
 - The board agreed to send this back down to Finance/Personnel Committee to review.
- **Discussion/Possible Approval - State Trust Fund Loan**
 - Josh Lowe presented information regarding the State Trust Fund Loan
 - The board reviewed the resolution stating: BE IT RESOLVED, that the Village of Somerset, in the County(ies) of St. Croix, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of One Million Twenty Six Thousand And 00/100 Dollars (\$1,026,000.00) for the purpose of refinancing General Obligation promissory Note-Series 2020B, originally dated December 30, 2020 with the purpose to acquire land for TID #5 and for no other purpose.
 - *Motion by Garn, second by Krohn to approve the resolution as presented. Motion carried unanimously.*
 - *Motion by Kern, second by Krohn to use TID 4 closure balance to offset the 2024 deficit and motion carried unanimously.*
- **Discussion/Possible Approval - Establish Village of Somerset SCV Foundation Fund**
 - Kym Dunleap - Somerset Community Foundation - spoke on the request for the Village to establish a Somerset St. Croix Valley Foundation Fund.
 - Language of agreement updated to remove "signage throughout" from section 1.
 - Kern asked if the Village would be the affiliate. No - the Somerset Community Foundation would be.
 - *Motion by Kern, second by Krohn to approve the fund agreement as amended and motion carried unanimously.*

Fire/Rescue

- The December report was shared.

Unfinished Business

- **Discussion/Possible Approval - Ordinance 15-1-19 Building Code Schedule of Fees**
 - Garn asked when the fees were last updated. 2018. He also looked at Stillwater and St. Croix falls - proposed prices are in line with those municipalities rates.

- Kern questioned why Village of Hammond and Town of El Paso had lower fees. Tony stated their boards have not yet met to approve updated fee schedule. The Town of North Hudson has been approved.
- *Motion by Krohn, second by Hecht to approve ordinance as presented. Motion carried 4-3. Naes: Kern, Dubak, Kappers*
- **Discussion/Possible Approval - Seeking New Legal Counsel**
 - Current prosecuting attorney, Angela Olson, raising rates.
 - Deanne Koll, Bakke Norman, proposed new prosecuting attorney. Rates of \$185 for municipal court and \$225 for circuit court.
 - *Motion by Kappers, second by Kern to approve Deanne Koll, Bakke Norman, as prosecuting attorney for the Village. Roll call vote: Kern, Dubak, and Kappers - aye. Garn, Moreno, Hecht, and Krohn - abstain.*

New Business

- **Discussion/Possible Approval - Class "A" Beer & Class "A" Liquor License, Speedway**
 - *Motion by Kappers, second by Hecht to approve Class "A" Beer and Class "A" Liquor License, Speedway and motion carried unanimously.*
- **Discussion/Possible Approval - Resolution Changing the February Village Board Meeting Date**
 - Date change required due to Spring Primary Election
 - *Motion by Kappers, second by Garn to change the Public Safety Committee Meeting to February 5th at 5:30 p.m., Public Works to February 7th at 5:30 p.m., Finance/Personnel to February 7th at 7:00 p.m., and Village Board to February 13th at 6:00 p.m. and motion carried unanimously.*
- **Discussion/Possible Approval - Ordinance 2-2-14 Order of Business at Meetings; Agenda; Recognition of Visitors**
 - *Motion by Kappers, second by Garn to approve changes to Ordinance 2-2-14 as presented and motion carried unanimously.*
- **Discussion/Possible Approval - Approval of Election Inspectors**
 - *Motion by Kappers, second by Hecht to approve Election Inspectors and motion carried with 5 ayes. Dubak and Krohn abstained.*
- **Discussion/Possible Approval - Ordinance 2-4-6 Economic Development Committee**
 - Gunther stated the committee is currently inactive. Ordinance is specific regarding who can serve on the committee which is limiting.
 - *Motion by Kappers, second by Garn to approve changes to ordinance 2-4-6 as presented and motion carried with 6 ayes. Kern abstained.*

Closed Session

- *Motion by Kappers, second by Kern to convene into closed session pursuant to Wis. Stats. 19.85(1)(e) Deliberating or negotiating the purchase of public properties, investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session - Pine Vale Development Agreement and Village Owned Lot at 128 Spring Street. After a roll call vote, motion carried unanimously.*

Open Session

- *Motion by Kern, second by Krohn to move into open session at 8:45 p.m.*

- *Motion by Kappers, second by Kern to approve the Developer's Agreement for Pine Vale Phase 1 with the understanding that staff will draft and approve final exhibits and motion carried unanimously.*
- *Motion by Hecht, second by Garn to approve lease agreement with Wheelhouse Coffee with a rent amount of \$125 per month and an adjustment of lot line. Motion carried with 6 ayes. Kappers abstained.*

Village, Water and Sewer Bills

- *Motion by Krohn, second by Kern to approve. Motion carried unanimously.*

Adjourn

- *Motion by Krohn, second by Garn to adjourn at 8:47 p.m. Motion carried unanimously.*

Tasia Berger, Village Clerk

PLAN COMMISSION APPLICATION



Home of the Apple River

APPLICANT'S NAME: Joe Studnicka

APPLICANT'S ADDRESS: 590 132nd Avenue Somerset, WI

PHONE: 612-388-0914

EMAIL: joestudnicka@gmail.com

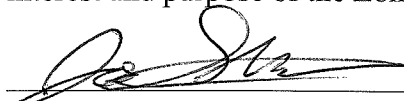
Parcel number and legal description of property:

032-2039-30-025 Pt of SW-SW and pt of SE-SW, Sec 10-30-19

- ☐ REZONING – Complete Application to Rezone (Application fee \$250.00)
- ☐ CONDITIONAL USE PERMIT – Complete Conditional Use Permit Application (Application fee \$250.00)
- ☐ REPLAT OF LAND – Attach a survey of parcels to be replated. Refer to Section 14 Article D - Plat Review and approval and Article E –Technical Requirements for Plats and Certified Surveys. (Application fee see sec. 14-1-90) There is a \$200.00 deposit fee.
- ☒ EXTRA TERRITORIAL PLAT REVIEW – Attach a survey of parcels. Refer to Section 14-1-20(b) for application fee - one hundred dollars (\$100.00) for each review of an extra-territorial plat that comes before the Plan Commission and an additional fee of ten dollars (\$10.00) per lot for plats of five (5) or more lots
- ☐ SITE PLAN REVIEW – Complete Application and review site plan check list

Submit to P.O. Box 356, Somerset, WI 54025: with application fees, two (2) copies of the application and any attachments with the Village Clerk, who will present them to the *Village Planning Commission* for public hearing and recommendation to the *Village Board*.

I have completed this application to the best of my knowledge and believe the information herein to be true and correct. I submit that the request will not be detrimental to the general public interest and purpose of the Zoning Ordinances of the Village of Somerset.



Signature of Applicant

12-28-23

Date

Authorization: The Village Board, acting under the power given it under Zoning Ordinances of the Village of Somerset do hereby:

_____ Accept your application

_____ Reject your application

Village President

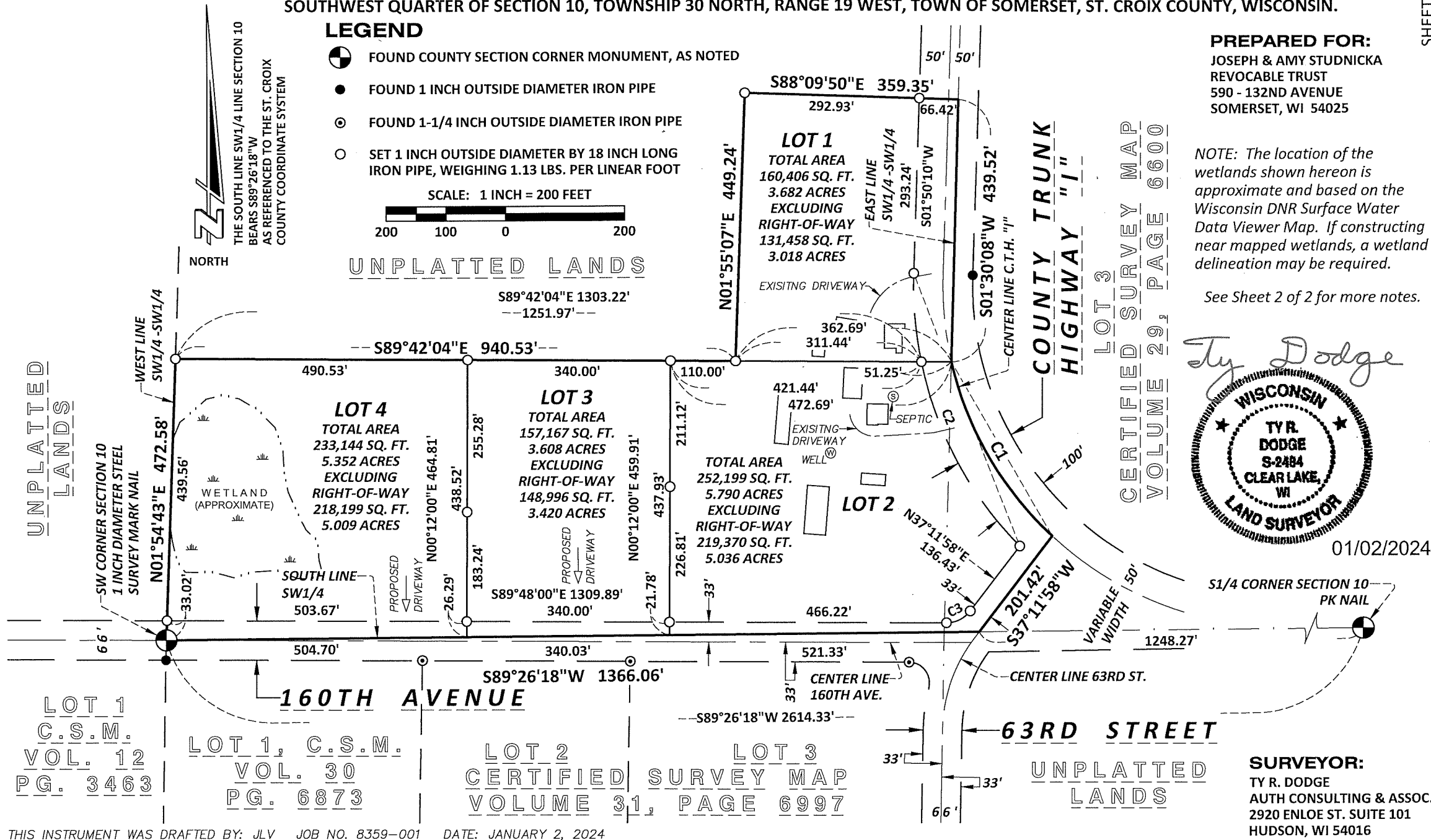
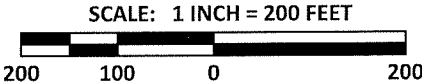
Date

CERTIFIED SURVEY MAP

LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 30 NORTH, RANGE 19 WEST, TOWN OF SOMERSET, ST. CROIX COUNTY, WISCONSIN.

LEGEND

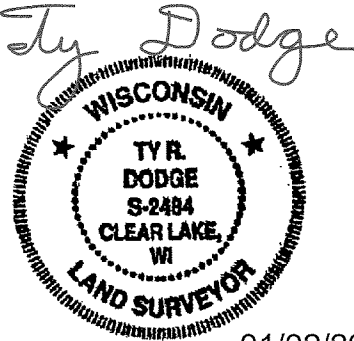
- FOUND COUNTY SECTION CORNER MONUMENT, AS NOTED
- FOUND 1 INCH OUTSIDE DIAMETER IRON PIPE
- FOUND 1-1/4 INCH OUTSIDE DIAMETER IRON PIPE
- SET 1 INCH OUTSIDE DIAMETER BY 18 INCH LONG IRON PIPE, WEIGHING 1.13 LBS. PER LINEAR FOOT



PREPARED FOR:
JOSEPH & AMY STUDNICKA
REVOCABLE TRUST
590 - 132ND AVENUE
SOMERSET, WI 54025

NOTE: The location of the wetlands shown hereon is approximate and based on the Wisconsin DNR Surface Water Data Viewer Map. If constructing near mapped wetlands, a wetland delineation may be required.

See Sheet 2 of 2 for more notes.



01/02/2024

SURVEYOR:
TY R. DODGE
AUTH CONSULTING & ASSOC.
2920 ENLOE ST. SUITE 101
HUDSON, WI 54016

CERTIFIED SURVEY MAP

LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 30 NORTH, RANGE 19 WEST, TOWN OF SOMERSET, ST. CROIX COUNTY, WISCONSIN.

CURVE DATA TABLE						
NUMBER	RADIUS LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	TANGENT IN TANGENT OUT
C1	572.96'	34°12'22"	S30°03'27"E	337.00'	342.06'	S12°57'16"E S47°09'38"E
C2	622.96'	46°23'39"	S21°21'39.5"E	490.76'	504.43'	S1°50'10"W S44°33'29"E
C3	50.00'	53°00'02"	N63°41'59"E	44.62'	46.25'	S89°48'00"E N37°11'58"E
LOT 1	622.96'	13°42'35"	S5°01'07.5"E	148.71'	149.06'	S1°50'10"W S11°52'25"E
LOT 2	622.96'	32°41'04"	S28°12'57"E	350.57'	355.37'	S11°52'25"E S44°33'29"E

NOTE: Each parcel shown on this map is subject to state, county and township laws, rules and regulations (i.e., wetlands, minimum lot size, access to parcel, etc.) before purchasing or developing any parcel contact the St. Croix County Community Development Department and the Town of Somerset for advice.

NOTE: This map contains areas that are subject to the St. Croix County Shoreland Overlay Zoning District. Additional restrictions apply. Contact the St. Croix County Community Development Department for further information.

SURVEYOR'S CERTIFICATE:

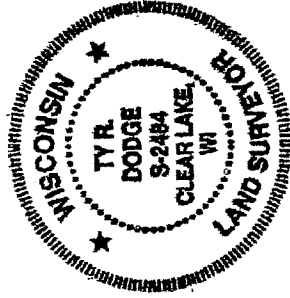
I, Ty R. Dodge, Professional Wisconsin Land Surveyor, hereby certify that by the direction of the Joseph & Amy Studnicka Revocable Trust, I have surveyed, divided and mapped part of the Southwest Quarter of the Southwest Quarter and part of the Southeast Quarter of the Southwest Quarter of Section 10, Township 30 North, Range 19 West, Town of Somerset, St. Croix County, Wisconsin; described as follows:

Beginning at the southwest corner of said Section 10, thence N01°54'43"E, along the west line of the Southwest Quarter of the Southwest Quarter of said section; 472.58 feet; thence S89°42'04"E a distance of 940.53 feet; thence N01°55'07"E a distance of 449.24 feet; thence S88°09'50"E a distance of 359.35 feet to the east line of said Southwest Quarter of the Southwest Quarter; thence S01°30'08"W, along said east line, 439.52 feet to the center line of County Trunk Highway "I" and a point of curvature; thence southeasterly, along the center line of said County Trunk Highway "I", 342.06 feet along the arc of a curve, concave to the northeast, with a central angle of 34°12'22", a radius of 572.96 feet and a chord which bears S30°03'27"E for a distance of 337.00 feet to it's intersection with the center line of 63rd Street; thence S37°11'58"W, along the center line of said 63rd Street, a distance of 201.42 feet to the south line of the Southwest Quarter of said section; thence S89°26'18"W, along the south line of said Southwest Quarter, 1366.06 feet to the Point of Beginning.

Containing 18.432 acres of land, more or less. Subject to the right-of-way of County Trunk Highway "I" and 63rd Street, along the easterly boundaries, and 160th Avenue, along the southerly boundary, and subject to all easements, restrictions and covenants of record. I also certify that this Certified Survey Map is a correct representation to scale of the exterior boundary surveyed and described; that field surveying has been completed as of the signed date hereon; that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin statutes and the land subdivision ordinance of St. Croix County and the Town of Somerset in surveying and mapping the same.

Ty R. Dodge
Auth Consulting & Associates
2920 Enloe St. Hudson, WI 54016
(715) 386-2007
tdodge@authconsulting.com

01/02/2024
Date



COUNTY TREASURER'S CERTIFICATE

I, Denise Anderson, being the duly elected, qualified and acting treasurer of St. Croix County, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____ affecting the land included on this Certified Survey Map.

Denise Anderson
County Treasurer

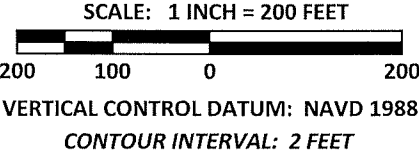
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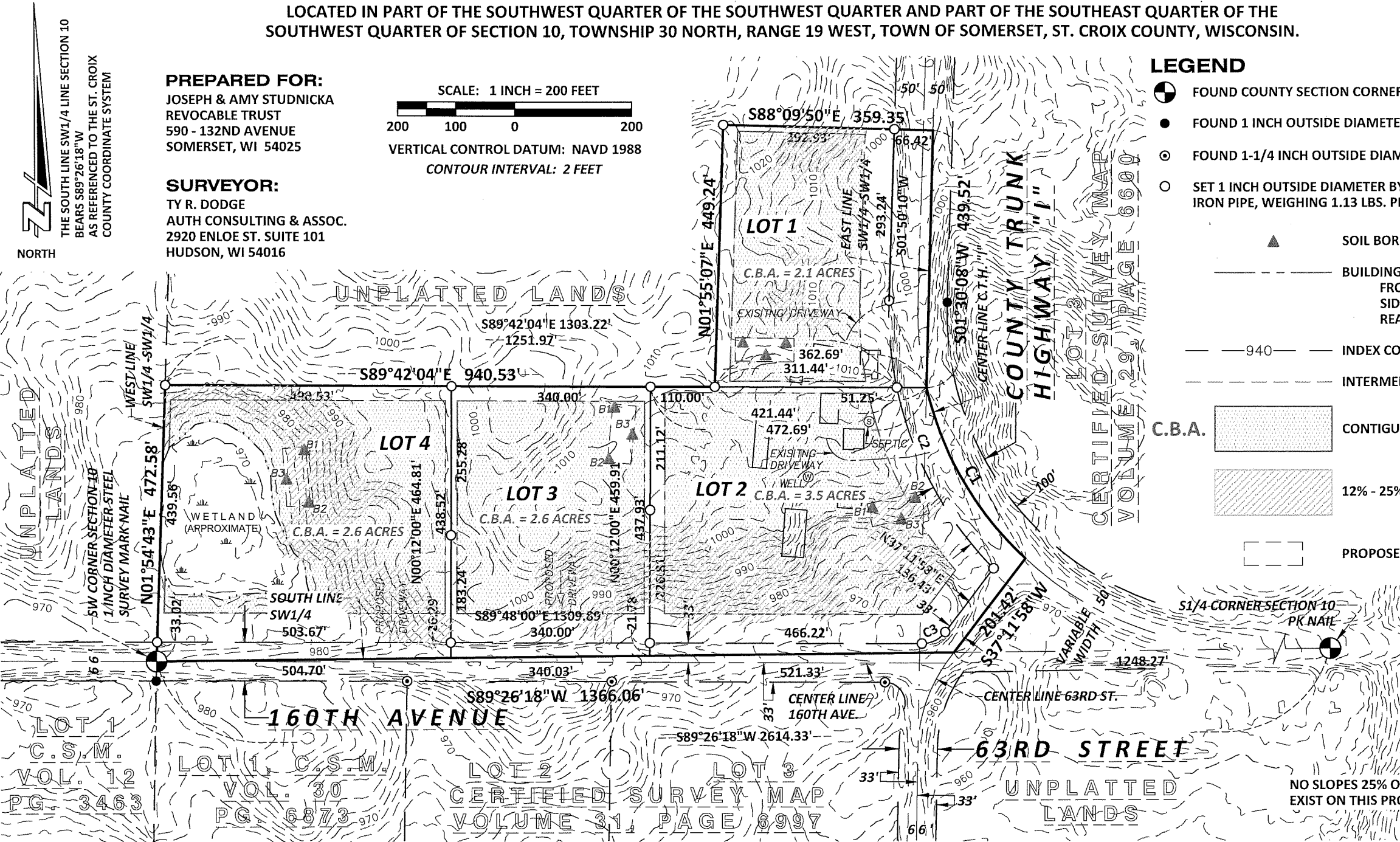
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 - SOIL BORING
 - BUILDING SETBACK LINE
FRONT: 50 FEET
SIDE: 10 FEET
REAR: 25 FEET
 - INDEX CONTOUR
 - INTERMEDIATE 2 - FOOT CONTOUR
 - C.B.A. CONTIGUOUS BUILDABLE AREA
 - 12% - 25% SLOPES
 - PROPOSED SEPTIC AREA



CONTOURS, SLOPES, C.B.A. & SOIL BORINGS



STUDNICKA AERIAL MAP



SOMERSET POLICE DEPARTMENT

"DEDICATED TO SERVING OUR COMMUNITY"

Joel J. Trepczyk, Chief of Police

02/04/2024

TO: Somerset Village Board
FROM: Chief Joel J. Trepczyk

Regarding: Modified Take Home Squad Program

The Somerset Police Department is seeking Village Board Approval implement and exercise Policy 703.4 Individual Member Assignments to Vehicles (see attached policy)

Background:

- It's been increasingly more difficult to recruit, train and retain police employees
- Surrounding agencies are competing for the same candidate pool and numerous agencies are offering lateral transfer programs and hiring bonus along with a take home car programs
- Some of the surrounding agencies pay much better than ours, in some cases by more than \$20/hour (Stillwater Police Department \$57/hour, WI State Patrol \$47/hour, etc.)
- Our officers, while on patrol in the Village of Somerset, see the following squad cars parked in off-duty officer's driveways: Washington County Sheriff's Office, St. Croix County Sheriff's Office, New Richmond Police Department, North Hudson Police Department and St. Paul PD
- Our Officers are actively being recruited by outside agencies which offer better: pay, facilities and take-home squad cars.
- Our officers were polled about wants/desires/needs and a take-home squad program was highly ranked by numerous officers.
- If an employee were to leave, the cost to recruit, hire and train a new employee is estimated to be in-excess \$100,000.
- There are also a number of community benefits to take-home cars including: community relations, response times, squad maintenance/accountability, overall public safety/presence.

Solution:

- There are only three SPD employees who are currently eligible and willing to opt-in for a take-squad via Policy 703.4
- The Somerset Police Department does not currently have enough squad cars to exclusively assign those employees a full-time take home squad.
- The solution, suggested by employees, is to implement this policy, but have the employee drive their personal vehicle into work on the first day of their rotation, take their assigned squad home for the duration of their work rotation (typically one or two days) and drive their personal car home at the end of their rotation.
- We work a 3 on – 2 off – 2 on – 3 off rotation.

Costs:

(Estimated annual fuel cost of \$424 / employee)

- It's estimated that the **three** current eligible employees, given their current locations, would **cumulatively** accumulate ~8,500 miles annually in commuting.
- 8,500 miles / 20 mpg x \$3.00/gal = **\$1,275 is annual fuel costs for** commuting (which could favorably vary based on EV use)



SOMERSET POLICE DEPARTMENT

"DEDICATED TO SERVING OUR COMMUNITY"

Joel J. Trepczyk, Chief of Police

703.4 INDIVIDUAL MEMBER ASSIGNMENT TO VEHICLES

Department vehicles may be assigned to individual members at the discretion of the Chief of Police. Vehicles may be assigned for on-duty and/or take-home use. Assigned vehicles may be changed at any time. Permission to take home a vehicle may be withdrawn at any time.

The assignment of vehicles may be suspended when the member is unable to perform his/her regular assignment.

Regulations of the Personally Assigned Vehicle (PAV) program include the following:

- (a) Officers must live within thirty (30) miles of the Village of Somerset limits.
- (b) Officers must be in good standing with the department.
- (c) Only Somerset Police Department personnel are permitted to operate the PAV.
- (d) Vehicles shall only be used for work-related purposes and shall not be used for personal errands or transports, unless special circumstances exist and the Chief of Police or the Patrol Sergeant gives authorization.
- (e) While operating the vehicle, authorized members will carry their duty firearms, department ID, and badge and be prepared to perform any function they would be expected to perform while on-duty.
- (f) Unattended vehicles are to be locked and secured at all times. No key should be left in the vehicle. (g) If the vehicle is secured inside a locked garage or shed, officers shall provide the department any keys or access codes to that structure in the event the PAV is needed by another officer.
- (h) Officers shall comply with all traffic and parking regulations, including over-night/24- hour parking ordinances.
- (i) Officers shall be within the Village limits at the start of their assigned shift time.



SOMERSET POLICE DEPARTMENT

"DEDICATED TO SERVING OUR COMMUNITY"

Joel J. Trepczyk, Chief of Police

02/04/2024

TO: Somerset Village Board
FROM: Chief Joel J. Trepczyk

Regarding: Squad Purchase

The Somerset Police Department is seeking Village Board Approval to purchase a Ford F-150 Lightning via the State Contract (not to exceed \$50,000), with the understanding that this vehicle will qualify for a Commercial Clean Vehicle credit of \$7,500

<https://www.irs.gov/credits-deductions/commercial-clean-vehicle-credit>

Background:

- SPD has anticipated and budgeted for this purchase
- SPD currently has \$59,453.63 in the Vehicle Outlay capital improvement budget
- The F150 Lightning qualifies for a one-time \$7,500 rebate/credit (via Section 45W Commercial Clean Vehicles) which makes the **total purchase price around \$42,000** via the State Contract
- The State Contract pricing for MY2024 vehicles is not yet defined via **RFB 28411** however, it's anticipated to be around \$48,000
- Due to supply chain issues, traditional squad cars (Police Interceptors) are difficult to get with numerous agencies having their orders cancelled or delayed by more than a year
- The Somerset Fire Department recently purchased a F-150 Lightning
- The closest quote to the State Bid was from Hudson Ford for \$52,460 (MY2023)

Comparables

Make Model	Price	EPA-Estimated MPG
Ford F-150 Lightning	\$42,000*	61 mpge
Ford Explorer Hybrid	\$46,575	24 mpg
Ford F-150 Hybrid	\$48,000	24 mpg

*Price After Commercial Clean Vehicle Credit is applied

Conclusion

While Somerset Police Department has enjoyed the success of the Tesla Model Y Police vehicle, we're looking for a larger and more versatile platform for our next squad car. With the increased number of concerts and community events in the foreseeable future, a pick-up truck will be well utilized and welcomed by staff.



LETTER OF TRANSMITTAL

TO: Village of Somerset
110 Spring Street
Somerset, WI 54025

DATE:	February 1, 2024	JOB NO.	#08783081
ATTENTION: Robert Gunther, DPW			
RE: Main Street Bridge Utility & Expansion Joint Replacement Pay Application #6			

WE ARE SENDING YOU:

☒ Attached	☐ Copy	☐ Change Order	☐ Contract	☐ Pay Application
☐ Shop Drawings	☐ Prints/Plans	☐ Specifications	☐ Estimates	☐ Other (See Below)

COPIES	DATE	DESCRIPTION
• 1		Contractor's Application for Payment #6
•		
•		

THESE ARE TRANSMITTED AS CHECKED BELOW:

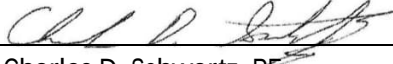
☒ For Approval	☐ Approved as Submitted
☒ For Your Use	☐ Approved as Noted
☐ As Requested	☐ Returned for Corrections
☐ For Review and Comment	☐ For Review and Signature
☐ For Bids Due	☐

SHOP DRAWINGS	
☐	Reviewed with No Comments
☐	Reviewed with Comments as Noted
☐	Amend And Resubmit
☐	Rejected (See Attached Comments)

REMARKS:

Attached is the Contractor's Pay Application #6 for \$4,734.68 for the Main Street Bridge Utility & Expansion Joint Replacement project. This is for work completed from December 1, 2023 through January 26, 2024. MSA has reviewed the Pay Application and recommend payment to the contractor.

Upon approval, please email an executed copy to us and a copy to Lunda Construction Co. with payment. If you have any questions, please feel free to call us at 612-548-3130. Thank you.


Charles D. Schwartz, PE

COPY TO:

PARTIAL PAY ESTIMATE NO. 6

FROM:	December 1, 2023	COMPLETION DATE	August 31, 2023	AMOUNT OF CONTRACT	
TO:	January 26, 2024	ORIGINAL:		ORIGINAL:	\$1,618,820.90
		REVISED:		REVISED:	
PROJECT:	Main Street Bridge Improvements	CONTRACTOR:	Lunda Construction Co.		
PROJECT NO:	08783081	ADDRESS:	620 Gebhardt Road		
			P.O. Box 669, Black River Falls, WI 54615		
OWNER:	Village of Somers	PHONE	715-284-9491		

ITEM NO	SPEC NO.	ITEM DESCRIPTION	QTY		UNIT PRICE	THIS PERIOD		TOTAL TO DATE	
			TOTAL	UNIT		QTY	TOTAL	QTY	TOTAL
1.	203.033	Debris Containment over Waterway B-55-920	1	Each	\$ 500.00		\$ -	1.00	\$ 500.00
2.	204.01	Removing Concrete Pavement	33	SY	\$ 30.00		\$ -	33.00	\$ 990.00
3.	204.015	Removing Curb & Gutter	60	LF	\$ 20.00		\$ -	60.00	\$ 1,200.00
4.	204.022	Removing Manholes	2	Each	\$ 5,000.00		\$ -	2.00	\$ 10,000.00
5.	204.022	Removing Inlets	4	Each	\$ 900.00		\$ -	4.00	\$ 3,600.00
6.	204.0225	Removing Storm Sewer	71	LF	\$ 40.00		\$ -	71.00	\$ 2,840.00
7.	206.1001	Excavation for Structures Bridges B-55-920	1	Each	\$ 25,000.00		\$ -	1.00	\$ 25,000.00
8.	210.15	Backfill StructureType A	696	Ton	\$ 20.00		\$ -	316.00	\$ 6,320.00
9.	203.022	Removing Structure B-55-920	1	Each	\$ 40,000.00		\$ -	1.00	\$ 40,000.00
10.	305.012	Base Aggregate Dense 1 1/4-Inch	35	Ton	\$ 40.00		\$ -	17.00	\$ 680.00
11.	415.041	Concrete Pavement Approach Slab	45	SY	\$ 428.33	2.23	\$ 956.03	47.23	\$ 20,230.88
12.	465.0105	Asphaltic Surface	25	Ton	\$ 247.12		\$ -	20.00	\$ 4,942.40
13.	502.01	Concrete Masonry Bridges	59	CY	\$ 1,000.00		\$ -	59.00	\$ 59,000.00
14.	502.3101	Expansion Device	99	LF	\$ 500.00		\$ -	99.00	\$ 49,500.00
15.	502.32	Protective Surface Treatment	82	SY	\$ 3.00		\$ -	0.00	\$ -
16.	502.3205	Pigmented Surface Sealer Reseal	465	SY	\$ 4.00		\$ -	465.00	\$ 1,860.00
17.	502.4205	Adhesive Anchors No. 5 Bar	218	Each	\$ 25.00		\$ -	218.00	\$ 5,450.00
18.	505.06	Bar Steel Reinforcement HS Coated Structures	6070	LB	\$ 2.25		\$ -	6070.00	\$ 13,657.50
19.	509.1	Joint Repair	39	SY	\$ 2,500.00		\$ -	39.00	\$ 97,500.00
20.	509.9050.S	Cleaning Parapets	644	LF	\$ 15.00		\$ -	644.00	\$ 9,660.00
21.	602.0409	Concrete Curb & Gutter 30-Inch Type A	30	LF	\$ 117.77	20.00	\$ 2,355.40	50.00	\$ 5,888.50
22.	602.0415	Concrete Sidewalk 6-Inch	175	SF	\$ 21.72	77.00	\$ 1,672.44	252.00	\$ 5,473.44
23.	606.06	Grouted Riprap Medium	40	CY	\$ 300.00		\$ -	174.00	\$ 52,200.00
24.	608.3612	Storm Sewer Pipe Class III-B 12-Inch	41	LF	\$ 120.00		\$ -	41.00	\$ 4,920.00
25.	611.0624	Inlet Covers Type H	2	Each	\$ 1,400.00		\$ -	2.00	\$ 2,800.00
26.	611.323	Inlets 2x3-FT	2	Each	\$ 4,500.00		\$ -	2.00	\$ 9,000.00
27.	612.0406	Pipe Underdrain Wrapped 6-Inch	148	LF	\$ 8.00		\$ -	148.00	\$ 1,184.00
28.	614.015	Anchor Assemblies For Steel Plate Beam Guard	4	Each	\$ 200.00		\$ -	4.00	\$ 800.00
29.	614.092	Salvaged Rail	136	LF	\$ 25.00		\$ -	68.00	\$ 1,700.00
30.	616.0406	Fence Chain Link Salvaged 6-FT	40	LF	\$ 50.00		\$ -	40.00	\$ 2,000.00
31.	638.2102	Moving Signs Type II	4	Each	\$ 50.00		\$ -	4.00	\$ 200.00
32.	650.6501	Construction Staking Structure Layout B-55-920	1	Each	\$ 2,000.00		\$ -	0.00	\$ -
33.	650.9911	Construction Staking Supplemental Control	1	Each	\$ 1,500.00		\$ -	0.00	\$ -
34.	690.015	Sawing Asphalt	73	LF	\$ 5.00		\$ -	73.00	\$ 365.00
35.	690.025	Sawing Concrete	20	LF	\$ 5.00		\$ -	20.00	\$ 100.00
36.	SPV.0060.01	Cleaning and Repairing Deck Drains	8	Each	\$ 1,000.00		\$ -	8.00	\$ 8,000.00
37.	SPV.0060.02	Bridge Joint Cleaning and Repair	3	Each	\$ 2,666.67		\$ -	3.00	\$ 8,000.01
38.	SPV.0060.03	Remove Gate Valve	1	Each	\$ 1,000.00		\$ -	1.00	\$ 1,000.00
39.	SPV.0060.04	Connect to Existing Manhole (Sanitary)	2	Each	\$ 37,000.00		\$ -	2.00	\$ 74,000.00
40.	SPV.0060.05	Connect to Existing Watermain	2	Each	\$ 37,000.00		\$ -	2.00	\$ 74,000.00
41.	SPV.0060.06	12" Gate Valve & Box	1	Each	\$ 7,000.00		\$ -	1.00	\$ 7,000.00
42.	SPV.0060.07	12" Expansion/Contraction Joint	2	Each	\$ 35,000.00		\$ -	2.00	\$ 70,000.00
43.	SPV.0090.01	Removing Sidewalk Chain Link Fence B-55-920	651	LF	\$ 50.00		\$ -	0.00	\$ -
44.	SPV.0090.03	Remove Pipe (Sanitary)	347	LF	\$ 150.00		\$ -	347.00	\$ 52,050.00
45.	SPV.0090.04	Remove Pipe (Watermain)	365	LF	\$ 150.00		\$ -	365.00	\$ 54,750.00
46.	SPV.0090.05	12" Sanitary Sewer Pre-Insulated Pipe	347	LF	\$ 622.12		\$ -	347.00	\$ 215,875.64
47.	SPV.0090.06	12" Watermain Pre-Insulated Pipe	365	LF	\$ 622.12		\$ -	365.00	\$ 227,073.80
48.	SPV.0105.01	Bridge Jacking and Adjusting Bearing B-55-920	1	LS	\$ 35,000.00		\$ -	1.00	\$ 35,000.00
49.	SPV.0105.02	Structure Spot Cleaning and Painting	1	LS	\$ 91,830.00		\$ -	1.00	\$ 91,830.00
50.	SPV.0105.03	Temporary Shoring	1	LS	\$ 1,000.00		\$ -	1.00	\$ 1,000.00
51.	SPV.0105.04	Erosion Control	1	LS	\$ 5,000.00		\$ -	1.00	\$ 5,000.00
52.	SPV.0105.05	Mulching, Fertilizer, Seeding Temporary and Seeding	1	LS	\$ 2,500.00		\$ -	0.00	\$ -
53.	SPV.0105.06	Traffic Control	1	LS	\$ 9,812.00		\$ -	1.00	\$ 9,812.00
54.	SPV.0105.07	Temporary Sanitary Sewer Bypass	1	LS	\$ 190,000.00		\$ -	1.00	\$ 190,000.00
55.	SPV.0105.08	Replacement of Utility Anchorage System	1	LS	\$ 50,000.00		\$ -	0.50	\$ 25,000.00

T	Base Bid - TOTAL		\$ 4,983.87	\$ 1,588,953.17
	<u>BID SUMMARY</u>			
T	Base Bid - TOTAL		\$ 4,983.87	\$ 1,588,953.17

AMOUNT EARNED	\$ 4,983.87	\$ 1,588,953.17
AMOUNT RETAINED - 5%	\$ 249.19	\$ 79,447.66
PREVIOUS PAYMENTS		\$ 1,504,770.84
AMOUNT DUE	\$ 4,734.68	

CONTRACTOR'S CERTIFICATION

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THEIR KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS PAYMENT ESTIMATE HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS PAYMENT ESTIMATES WAS ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

CONTRACTOR: LUNDA CONSTRUCTION COMPANY

BY Jennifer Granzow

Digitally signed by Jennifer Granzow
DN: cn=Jennifer Granzow, o=Lunda Construction Company, c=US
Date: 2024.01.26 14:45:45 -0500

DATE 01/26/2024

ENGINEER'S CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE WORK HAS BEEN CAREFULLY OBSERVED AND TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THE QUANTITIES SHOWN IN THIS ESTIMATE ARE CORRECT AND THE WORK HAS BEEN PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

ENGINEER: MSA PROFESSIONAL SERVICES

BY Charles D. Schwartz, PE

DATE February 1, 2024

APPROVED BY OWNER

OWNER: Village of Somerset

BY _____

DATE _____



DATE: January 9, 2024

PRODUCT/SERVICE: GENERATOR MAINTENANCE

CONTRACT PERIOD: January 2024 THROUGH December 2024

CUSTOMER: Village of Somerset
P.O. Box 356
Somerset, WI 54025

PHONE: 715-760-0884

CONTACT NAME: Robert Gunther

SCOPE: To provide preventative Maintenance and Repairs on Generator owned by Village of Somerset.

PREVENTATIVE MAINTENANCE SERVICES AND REPAIR SERVICES:

- A. Provide Preventative Maintenance Service on the generator in April unless otherwise requested by the customer on all items listed on the pricing sheet. Generator Power Systems, LLC shall provide the first preventative maintenance in April of 2024. Service shall include all labor, parts, supplies, permits, disposal of all fluids per EPA standards, travel time, parking, etc. as necessary to accomplish the satisfactory completion of preventative maintenance for the generator. All parts and fluids are to be OEM or OEM equivalent.
- B. If during the Preventative Maintenance Service, it is determined that repairs are needed, other than those included in this Preventative Maintenance Service Contract, the customer will be provided with a detailed list of those repairs and a cost estimate to perform them.
- C. Generator Power Systems, LLC shall invoice for time and materials and include a one-year warranty on parts and labor. Travel time in both directions will be charged at contract rate, **there will not be any mileage charges.**
- D. The Customer will be notified a minimum of 5 days prior to performing the work. Generator Power Systems LLC shall have access to the generator and premises between 7:00 am and 5:00 pm, Monday through Friday on normal working days.
- E. At the completion of each preventative maintenance or repair visit, Generator Power Systems, LLC will complete and forward a written report to the customer.
- F. Generator Power Systems, LLC agrees to respond to repair calls with in two hours and complete repairs within a reasonable time period. It is intended that time period will not exceed two working days depending upon the availability of the part(s) required for the repair.

office: 888.330.2118 • fax: 651.426.8307

www.powerbygps.com • 6957 Hwy 10 NW, Suite 200, Ramsey, MN 55303 • 8296 Industrial Park Rd, Baxter MN 56425

Village of Somerset Generator Maintenance

GENERATOR SPECIFICATIONS:

- A. **LOCATION:** Shay St. Lift Station
 MAKE & MODEL: Baldor IGLC-100-2GU
 SERIAL NUMBER: P1206040004
 SIZE: 100KW

- B. **LOCATION:** Wastewater Treatment Plant
 MAKE & MODEL: Kohler/100R2
 SERIAL NUMBER: 0691630
 SIZE: 100KW

- C. **LOCATION:** Village Hall
 MAKE & MODEL: Generac/10320100100
 SERIAL NUMBER: 2100010
 SIZE: 40KW

- D. **LOCATION:** Well #5
 MAKE & MODEL: Kohler/ 200REZXB
 SERIAL NUMBER: 339GGMGN0012
 SIZE: 200KW

PRICES: Prices shall be firm for the life of the contract.

BILLING: Invoices will be submitted to the Customer within **10 days** of service performed and are **Due Upon Receipt**.
For any accounts past due **30 days** interest will accrue at **1 1/2% month**

Village of Somerset Generator Maintenance

PRICING SHEET(S): See the appropriate attachment for each generator pricing and services provided and description of level services.

A.	ATTACHMENT A:	Price: \$2,255.00
	ATTACHMENT B:	Price: \$2,275.00
	ATTACHMENT C:	Price: \$2,100.00
	ATTACHMENT D:	Price: <u>\$1,260.00</u>
		2024 Total Price: \$7,890.00

D. Repair Service for work not covered by Preventative Maintenance Services:

1. LABOR RATES	1-Year Labor Rate
a. Standard Hourly Rate (Weekdays Monday through Friday 7:00am to 5:00pm)	\$145.00/hour
b. Overtime Hourly Rate (Weekdays after 5:00pm and all-day Saturday to 11:59pm)	\$217.50/hour
c. Sundays and Holidays Hourly Rate	\$290.00/hour

2. PARTS:

Any parts needed for repairs not covered under the preventative maintenance services in this contract will be billed at our cost-plus mark up.

MARK UP ON MATERIAL COST 20%

3. DRIVE TIME:

Drive time will be charged for both ways of travel. No mileage will be charged.

We agree to the terms and conditions of this Preventative Service and Maintenance Contract from January 2024 through December 2024.

by _____

by Generator Power Systems, LLC

by _____

by Ryan Smith

Title _____

Title General Manager

(signature)

(date)

(signature)

(date)



Professional Services Agreement

This AGREEMENT (Agreement) is made today January 16, 2024, by and between VILLAGE OF SOMERSET (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Village of Somerset Impact Fee Needs Assessment

The scope of the work authorized is: See Exhibit A

The schedule to perform the work is: Complete by July 7, 2024

The lump sum fee for the work is: \$19,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

VILLAGE OF SOMERSET

Mike Kappers
Village President
Date: _____

110 Spring Street
Somerset, WI 54025
Phone: (715) 247-5555

MSA PROFESSIONAL SERVICES, INC.

Charles D. Schwartz, PE
Team Leader
Date: January 16, 2024

60 Plato Boulevard East, Suite 140
St. Paul, MN 55107
Phone: (612) 548-3141

EXHIBIT A

SECTION I: MSA RESPONSIBILITIES

PROJECT OBJECTIVE: Update the Village of Somerset 2010 Impact Fee Needs Assessment in accordance with Wisconsin State Statute 66.0617. The Village will use the results of the assessment to update its impact fee schedule.

PHASE 1: IMPACT FEE NEEDS ASSESSMENT UPDATE

Task 1: Research

MSA will research impact fees collected by adjacent and comparable communities to provide a comparison to those fees charged by Somerset. MSA proposes to research impact fees charged by the City of New Richmond, City of Hudson, and Village of Osceola. Up to two additional communities will be added to the list as determined through discussion with the Village Public Works/Economic Development Director.

Task 2: Update Impact Fee Needs Assessment

The current Impact Fee Needs Assessment (dated June 1, 2010) includes the following chapters:

- i. Introduction
- ii. Needs Assessment Update
- iii. Water Needs Assessment
- iv. Transportation Needs Assessment
- v. Library Needs Assessment
- vi. Police Facility Needs Assessment
- vii. Fire/EMS Needs Assessment
- viii. Financing of Improvements
- ix. Effect of Impact Fees on the Availability of Affordable Housing in the Village of Somerset
- x. Recommendations

MSA proposes to update the existing 2010 plan to integrate the most recent demographics, plans, studies, budgets, capital improvements plans, etc. within each chapter. Anticipated existing plans which MSA will utilize as part of the Impact Fee Needs Assessment update to include the 2024 Village Budget, 2023 Comprehensive plan, and 2019 wastewater treatment facility plan along with other past studies and plans.

As part of the plan update, MSA will analyze the overall effect that an impact fee will have on the affordability of housing within the Village as required under Wisconsin State Statute 66.0617. In addition, as part of the plan update, MSA will document those portions of facility costs necessitated by new development versus those necessitated by existing deficiencies. Under State Statute 66.0617 impact fees may not be used to pay for inadequacies in the current system.

Task 3: Staff Meetings & Coordination

MSA anticipates that a variety of information will be necessary to collect from Village Department Heads in addition to those plans and studies already on file with MSA to update the Impact Fee Needs Assessment. The scope of services includes one onsite project kickoff meeting and assumes subsequent staff coordination can occur remotely via email and telephone to share project information, review desired levels of service, and review draft chapters of the updated Impact Fee Needs Assessment as they are developed.

Task 4: Village Meetings & Public Hearing

The scope of services includes attendance at one Finance & Personnel Committee meeting to review the draft updated Impact Fee Needs Assessment and attendance at one Village Board meeting to review the final Impact Fee Needs Assessment prior to adoption. State Statute 66.0617 requires the Village hold at least one public hearing before enacting an ordinance that imposes impact fees, or amending an existing ordinance that imposes impact fees. MSA will provide the Village with a sample public hearing notice and ordinance.

DELIVERABLES

- Digital (PDF) copies of all draft and final documents

SERVICES NOT PROVIDED AS PART OF THIS PROJECT

Field traffic data, comprehensive traffic studies and analysis; municipal building architectural services, engineering design services, park land design services, concept planning, on-site inventories of facilities or equipment, or updates to other existing Village plans and studies used as part of this project.

SECTION II: VILLAGE OF SOMERSET RESPONSIBILITIES

- Provide copies of department budgets, capital improvement plans, updated inventories of facilities and equipment, studies, plans, and reports that include relevant information to the planning project.
- Provide hard copies of draft and final project documents for Village Staff and Board members as desired.

SOMERSET MUNICIPAL COURT

MUNICIPAL BOND DEPOSIT SCHEDULE

Revised 02/2024

VILLAGE ORDINANCE	STATE STATUTE	OFFENSE DESCRIPTION	AMOUNT	RANGE	INCREASE PROPOSED
ALCOHOL					
11-4-7	125.09(2)	Alcohol on school Property	\$313.00	\$0 - \$200	N/A
		Under 17	\$124.00	\$0 - \$200	N/A
11-4-4(a)(1)	125.07(4)(a)	U/A attempt to procure alcohol	\$388.60	\$0 - 250	N/A
11-4-6(b)(7)	125.085(3)(b)	U/A carrying a false I.D. / Altered	\$388.60	\$100-200	N/A
		17 YOA or over	\$451.60		N/A
11-4-4(a)(3)	125.07(3)	U/A in place of sale - prohibited	\$187.00	\$0-250	N/A
11-4-2(a)	125.07(1)(a)2	U/A in place of sale - business		\$0-500	N/A
		1st Violation - No Previos Violation w/in 30 months	\$577.60	\$0-500	N/A
		2nd Violation - Has committed previous w/in 30 months	\$703.60	\$0-500	N/A
		3rd Violation - 2 previous violations w/in 30 months	\$829.60	\$0-1,000	N/A
		4th Violation - 3 or more violations w/in 30 months	\$1,321.00	\$0-10,000	N/A
11-4-4(b)	125.07(4)(b)	U/A Possession of Alcohol (17-20)	\$268.90	\$250-500	N/A
		2nd w/in 12 months	\$325.60	\$300-500	N/A
		3rd w/in 12 months	\$388.60	\$700-1,000	N/A
11-4-4(b)	125.07(a)(b)	U/A Possession of Alcohol (12-16)	\$124.00	\$250-500	N/A
		2nd w/in 12 months	\$187.00	\$300-500	N/A
11-4-2(a)	125.07(1)(a)	Sale to U/A Person-business &/or Server			N/A
		1st no w/in 30 months	\$413.80	\$0-500	N/A
		2nd has a previous w/in 30 months	\$514.60	\$0-500	N/A
		3rd w/in 30 months	\$1,018.60	\$0-1,000	N/A
7-2-15(a)	125.23(3)	Person on retail alcohol premises after hours			N/A
		Patron	\$136.60		N/A
		Licensed bartender	\$199.60		N/A
		Bar Owner	\$325.60		N/A
11-4-8	125.07(1)	Contributing to U/A Person	\$388.60	\$0-500	N/A
11-4-1(a)	125.09	Open Container - Possession	\$199.60		N/A
7-2-3		Sale without license	\$691.00		N/A
ANIMALS					
7-1-6(c)	174.042(1)	Animals running at large			
		1st Violation	\$35.00	\$25-100	\$92.50
		2nd Violation	\$60.00	\$50-200	\$124
		3rd Violation	\$85.00	\$50-200	\$187
7-1-1(a)		Failure to Register animal w/Village			
		1st Violation	\$111.40	\$25-200	N/A
		2nd Violation	\$199.60	\$100-400	N/A
7-1-1(b)(13)		Failure to display current registration on dog			N/A
		1st Violation	\$111.40	\$25-200	N/A
		2nd Violation	\$199.60	\$100-400	N/A
7-1-9(a)		Possess wild, exotic & danerous animals			N/A
		1st Violation	\$199.60		N/A
		2nd Violation	\$325.60		N/A
7-1-12		Animal barking/howling/crying & etc			N/A
		1st Violation	\$111.40	\$25-100	N/A
		2nd Violation	\$136.60	\$50-200	N/A

SOMERSET MUNICIPAL COURT

MUNICIPAL BOND DEPOSIT SCHEDULE

Revised 02/2024

VILLAGE ORDINANCE	STATE STATUTE	OFFENSE DESCRIPTION	AMOUNT	RANGE	INCREASE PROPOSED
ANIMALS CONT.					
7-1-15		Duty to provide food & water to animal			
		1st Violation	\$187.00	\$25-100	N/A
		2nd Violation	\$313.00	\$50-200	N/A
7-1-16		Failure to provide shelter to animal	\$313.00	\$50-200	N/A
7-1-17		Neglect, abandond & injured animal(s)	\$313.00	\$50-200	N/A
7-1-18		Cruelty to animal(s)	\$313.00	\$50-200	N/A
7-1-19		Number of dogs and cats limited; 3 dogs; 4 cats; 4 total dogs & cats (waiver - kennel license).	\$313.00	\$50-200	N/A
PROPERTY VIOLATIONS					
4.11-3-1A	943.01	Destruction of Property - Prohibited (Penalty 1-1-6)	\$300.40		N/A
13-1-50(b)(4)		Camping Within 500' Of Residece			N/A
		1st Violation	\$439.00		N/A
		2nd Violation	\$691.00		N/A
		3rd Violation	\$1,321.00		N/A
13-1-21©		Camping w/o condintional use			N/A
		1st Violation	\$691.00		N/A
		2nd Violation	\$1,321.00		N/A
		3rd Violation	\$2,575.00		N/A
10-5-8		Abandoned/ Junked vehicles and/or Appliances	\$218.50	\$25-\$500	N/A
11-6-1		Public Nuisances	\$218.50	\$25-\$500	N/A
5-2-9(b)(2)		Burning of refuse	\$111.40		N/A
11-2-7(b)		Noise Control/Quiet Hours			N/A
		1st Violation	\$149.20		N/A
		2nd Violation	\$212.20		N/A
		3rd Violation	\$300.40		N/A
		4th Violation	\$388.60		N/A
PARKING					
4.10-1-28B	346.53	PARKING - General Offenses	\$35.00		N/A
10-1-28(a)	346.53	Parking All Night Prohibited	\$35.00		N/A
10-1-34(b)	346.53	Parking during snow removal	\$35.00		N/A
10-1-28('e)		Winter Parking Restrictions	\$35.00		N/A
10-1-22(a)		Parking (commercial) residential district			N/A
		1st Violation	\$199.60		N/A
		2nd Violation	\$325.60		N/A
		3rd Violation	\$703.60		N/A
		4th Violation	\$1,321.00		N/A
10/1/22(a)	947.01	Obstructing Streets and sidewalks	\$161.80		N/A
13-1-102		Sign Violations	\$275.20		N/A
		2nd Offense	\$527.20		N/A
11-2-4(a)		Skateboards, rollerskates and rollerblades	\$20.00		N/A
		2nd Offense	\$30.00		N/A
		3rd offense	\$40.00		N/A
6-2-13(b)		Failure to display street numbers	\$111.40	25-500	N/A
		2nd Offense	\$136.60	50-1000	N/A
		3rd offense	\$199.60	100-2000	N/A

SOMERSET MUNICIPAL COURT

MUNICIPAL BOND DEPOSIT SCHEDULE

Revised 02/2024

VILLAGE ORDINANCE	STATE STATUTE	OFFENSE DESCRIPTION	AMOUNT	RANGE	INCREASE PROPOSED
JUVENILE - TOBACCO - DRUGS					
11-5-1		Curfew Violations (1 warning only)			
		Citation written to Parent	1st offense	\$73.60	N/A
			2nd offense	\$86.20	N/A
			3rd offense	\$92.50	N/A
11-5-7	118.163(1m)	Truant 1st violation		\$124.00	N/A
			2nd Violation	\$187.00	N/A
11-5-7	118-163(2)	Truancy (Habitual)	*		N/A
		*Price set by judge at time of hearing			N/A
11-5-9(c)	254.92(2)	U/A Possession of Tobacco Products		\$40.00	N/A
			2nd Offense	\$65.00	N/A
			3rd offense	\$174.40	N/A
11-5-10	120.12(20)	Tobacco on school property		\$149.20	N/A
11-11-1	134.66(2)	Sale of tobacco to underage			N/A
			1st Offense	\$262.60	N/A
			2nd Offense within 1 year	\$451.60	N/A
2. 11-5-6	961.573(1)	DRUG PARAFERNALIA- POSSESSION OF (17+)		\$388.60	\$488.60
11-2-11(b)	961.41(3g)e	Marijuana - Possession of		\$388.60	\$488.60
11-5-6	961.537(2)	DRUG PARAFERNALIA Juvenile 1st Violation		\$136.60	N/A
		DRUG PARAFERNALIA Juvenile 2nd Violation		\$199.60	N/A

SOMERSET MUNICIPAL COURT
MUNICIPAL BOND DEPOSIT SCHEDULE
Revised 02/2024

VILLAGE ORDINANCE	STATE STATUTE	OFFENSE DESCRIPTION	AMOUNT	RANGE	INCREASE PROPOSED
MUNICIPAL - THEFT - DISORDERLY CONDUCT					
2-2-12(j)	785.01	Contempt of Court (Municipal) 2-3-12(j)	\$111.40		N/A
11-2-1(a)		Discharge of firearms/bows	\$199.60		N/A
11-2-8(a)	947.01	Disorderly Conduct - Prohibited			N/A
10-1-40(d)		Disorderly Conduct with a Motor Vehicle	\$212.20		N/A
7-6-1(b)-(c)		Fireworks-possession or sale	\$174.40		N/A
11-1-1	943.21	Fraud on hotel or restaurant keeper	\$237.40		N/A
11-3-2(b)	287.81	Littering - Prohibited	\$325.60		N/A
11-1-1	946.41(2)(a)	Knowingly give false info to an Officer	\$514.60		N/A
7-4-1	66.083	No Seller's permit (transient merchants)	\$577.60		N/A
11-2-10(a)	946.41	Resisting or Obstructing an Officer	\$388.60		N/A
11-3-7	943.5	Shoplifting (value under \$100.00)	\$218.50		N/A
11-3-11	943.20(1)(a)	Theft	\$237.40		N/A
11-1-1	943.20(1)(e)	Theft by Rental Agreement	\$237.40		N/A
11-3-4	943.61(2)	Theft of Library material	\$237.40		N/A
11-3-15	943.47(2)(a)	Theft of Cable Service	\$237.40		N/A
11-3-14	943.45	Theft of Telecommunication Services	\$237.40		N/A
11-2-1(f)	947.01	Throwing or shooting missiles	\$218.50		N/A
11-3-9(a)	943.13	Tresspassing to Land	\$268.90		N/A
11-3-9(B)	943.14	Tresspassing to Dwelling	\$268.90		N/A
11-2-89(a)(3)	947.012(2)	Unlawful us of telephone	\$268.90		N/A
11-1-1	941.299(2)	Unlawful us of laser pointers	\$111.40		N/A
11-2-8(b)	947.01	Urination in Public	\$300.40		N/A
11-3-8	943.24(1)	Worthless Check - Issuance	\$300.40		N/A

*For any ordinacne with no penalties listed see Sec. 1-1-6 General Penalties
500; 2nd \$50-1000; 3rd \$100-2000*

1st \$25-

Somerset Fire/Rescue

from the office of Chief Belisle

Feb 1st, 2024

Dear Board Members –

This is the first update for 2024. This month we responded to 47 calls for service. The breakdown is as follows: 26 calls in the Village consisting of 21 medicals and 5 fire/rescue call; 12 in the Township consisting of 9 medicals and 3 fire/rescue calls; and 9 auto aid calls, 8 in St. Joe and 1 in New Richmond. This brings us to a total of 47 runs for the year compared to 48 for the same time in 2023.

The month of January was fairly busy for January, but no calls of significance to report. We will also be holding a blood drive again in March, date to be determined, unfortunately our January one was cancelled due to the Red Cross having vehicle issues.

The new Ford F-150 Lightning is just about in service. It currently has graphics and a ceramic coating applied to it. We are just waiting on EATI in Oakdale to get the lighting and other electrical items in and then it can go in for install. We have worked out a deal with them and Whelan for 75% off cost of the equipment, we just have to allow them to take it to both the WI and MN Fire Chiefs shows.

We are currently operating with 21 members, 18 full members and 3 probationary members, as well as one High School Cadet. We are still below staffing for what we would like to see and we currently are working with our recruitment committee to attempt to recruit from our growing community. As always you are more than welcome to stop in and say hi at the station when you see someone there. We welcome visitors and are more than willing to give you a tour and show you our trucks and equipment!

Sincerely,

Travis Belisle

Travis Belisle - Chief
Somerset Fire/Rescue

748 Hwy 35
Somerset, WI 54025
Station (715)247-5364 Fax (715)247-3194

Upcoming agenda item for February

Brandon Krohn <bkrohn@villageofsomerset.us>

Thu 2/1/2024 10:27 AM

To:Tasia Berger <tberger@villageofsomerset.us>;Caleb Garn <cgarn@villageofsomerset.us>

Please share this with the rest of the board.

Dear Esteemed Board Members,

I hope this message finds you well. As we continue our commitment to serving the community, it's imperative that we remain vigilant in managing the village's resources effectively. Recently, I've undertaken a review of our attorney bills, and I wish to share some observations and propose a constructive solution for our collective consideration.

Upon careful examination, it has become apparent that a substantial portion of our budget is allocated towards attorney services. This trend appears consistent over both preceding and current legal representations. Specifically, there seems to be a significant volume of attorney interactions tied to the activities of one member of our board. While legal counsel is crucial for ensuring compliance and navigating complex matters, it's essential that we optimize our engagement with legal services to align with the best interests of our community.

In light of this, I propose that we institute a more structured and efficient process for handling attorney communications. By implementing the following guidelines, we can strive to minimize unnecessary expenditures while ensuring that legal counsel remains accessible and effective:

Designated Point of Contact: Establish a designated point of contact who will serve as the liaison between the board and our legal counsel. This individual will be responsible for channeling all legal inquiries, concerns, and requests, thereby streamlining communication and avoiding duplication of efforts. I would like to recommend Tasia as the point of contact for village matters and Bob for development.

Predefined Thresholds for Attorney Involvement: Develop clear criteria outlining the circumstances under which attorney involvement is warranted. By establishing predefined thresholds for legal intervention, we can prevent frivolous or redundant inquiries and focus our resources on matters of substantive importance.

Regular Review and Reporting: Implement a systematic review process for monitoring attorney bills and expenditures. This will enable us to track trends, identify areas for improvement, and maintain transparency regarding legal expenses. This should be handled by the finance committee.

Training and Education: Provide board members with training and resources to enhance their understanding of legal procedures and obligations. Equipping ourselves with the requisite knowledge can empower us to address routine legal matters internally, reducing our reliance on external legal support.

Exploration of Alternative Fee Structures: Explore alternative fee structures with our legal counsel, such as fixed fees or retainer agreements, to promote cost predictability and mitigate the risk of unforeseen expenses.

In adopting these measures, we demonstrate our commitment to fiscal responsibility and efficient governance. By fostering a culture of prudence and accountability, we can ensure that our resources are maximized in service of our community's needs.

I invite each of you to contribute your insights and perspectives as we collectively address this issue.

Thank you,
Trustee BK

Remit to: **STAAB CONSTRUCTION CORPORATION**
1800 LAEMLE AVE
MARSHFIELD, WI 54449

Contractor's Application for Payment No. 17

To (Owner): VILLAGE OF SOMERSET	Application Period: 10/30/23 to 11/30/2023	Application Date: 11/30/23
Project: 4631- SOMERSET WWTF	From (Contractor): Staab Construction Corporation	Via (Engineer): M S A PROF. SERVICES
Owner's Contract No:	Contract:	
Contractor's Project No: 4631-	Engineer's Project No: 08783059	

Application for Payment

Change Order Summary

Change Orders approved in Previous months by Owner	\$27,383.00	-\$49,092.00
Number	Additions	Deductions
6	10,441.00	0.00
TOTALS	\$37,824.00	-\$49,092.00
Net Change by Change Orders		-\$11,268.00

1. ORIGINAL CONTRACT PRICE	\$4,067,000.00
2. Net Change By Change Orders	-\$11,268.00
3. Current Contract Price (Line 1+2)	\$4,055,732.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Progress Estimate)	\$4,049,343.40
5. RETAINAGE:	
2.50 % of Total Contract (Project over 50% Complete)	
c. Total Retainage (Line 5a = 5b)	\$101,393.30
6. AMOUNT ELEGIBLE TO DATE (Line 4 - Line 5c)	\$3,947,950.10
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) .	\$3,547,362.13
8. AMOUNT DUE THIS APPLICATION	\$400,587.97
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column H on Progress Estimate + Line 5 above)	\$107,781.90

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;
- (2) Title of all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents

STAAB CONSTRUCTION CORPORATION

By:  Date: 12-11-23
Benjamin J. Lee President

Payment of:

\$400,587.97

Line 8 or other - attach explanation of other amount)

is recommended by:



(Engineer)

2/5/2024

(Date)

Payment of:

\$400,587.97

Line 8 or other - attach explanation of other amount)

is approved by:

(Owner)

(Date)

Approved by:

(Funding or Financing Agency (if applicable)

(Date)

CONTINUATION SHEET (FOR UNIT PRICE APPLICATION FOR PAYMENT)

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application # : 17
Application Date : 11/30/23
Period To : 11/30/23
Architect's Project No.: 08783059

Invoice # : 17 Contract: 4631- SOMERSET WWTF

Item #	Description of Work	C			D				E		F	G		H
		Schedule of Values			Work Completed						Materials Presently Stored (Not in D or	Total Completed and Stored to Date	% G / C)	Balance to Finish (C-G)
		Contract Quantity	U/M	Unit Price	Contract Amount	Previous Periods (D + Qty	Amount	This Period Qty	Amount					
010010	PM/Supervision	1.00	LS	0.00	88,000.00	0.00	88,000.00	0.00	0.00		0.00	88,000.00	100.00%	0.00
012200	Bonds & Insurance	1.00	LS	0.00	46,000.00	0.00	46,000.00	0.00	0.00		0.00	46,000.00	100.00%	0.00
013100	Misc Job Expenses	1.00	LS	0.00	53,000.00	0.00	53,000.00	0.00	0.00		0.00	53,000.00	100.00%	0.00
015000	Temporary Facilities	1.00	LS	0.00	46,000.00	0.00	46,000.00	0.00	0.00		0.00	46,000.00	100.00%	0.00
016000	Yard & Equipment	1.00	LS	0.00	75,000.00	0.00	75,000.00	0.00	0.00		0.00	75,000.00	100.00%	0.00
024100	Demolition	1.00	LS	0.00	23,000.00	0.00	23,000.00	0.00	0.00		0.00	23,000.00	100.00%	0.00
024135	Equipment Demo	1.00	LS	0.00	17,000.00	0.00	14,500.00	0.00	2,500.00		0.00	17,000.00	100.00%	0.00
030000	Concrete	1.00	LS	0.00	185,000.00	0.00	185,000.00	0.00	0.00		0.00	185,000.00	100.00%	0.00
034113	Precast Plank	1.00	LS	0.00	25,000.00	0.00	25,000.00	0.00	0.00		0.00	25,000.00	100.00%	0.00
042000	Masonry	1.00	LS	0.00	65,000.00	0.00	65,000.00	0.00	0.00		0.00	65,000.00	100.00%	0.00
055000	Metals	1.00	LS	0.00	48,000.00	0.00	42,000.00	0.00	6,000.00		0.00	48,000.00	100.00%	0.00
071400	Fluid Applied Waterproofing	1.00	LS	0.00	5,500.00	0.00	5,500.00	0.00	0.00		0.00	5,500.00	100.00%	0.00
072113	Board Insulation	1.00	LS	0.00	2,500.00	0.00	2,500.00	0.00	0.00		0.00	2,500.00	100.00%	0.00
075300	Single Ply Roofing	1.00	LS	0.00	15,000.00	0.00	15,000.00	0.00	0.00		0.00	15,000.00	100.00%	0.00
076200	Wall Panel	1.00	LS	0.00	43,000.00	0.00	43,000.00	0.00	0.00		0.00	43,000.00	100.00%	0.00
079200	Joint Sealants	1.00	LS	0.00	2,600.00	0.00	2,600.00	0.00	0.00		0.00	2,600.00	100.00%	0.00
081600	FRP Doors	1.00	LS	0.00	19,000.00	0.00	19,000.00	0.00	0.00		0.00	19,000.00	100.00%	0.00
083100	Access Doors	1.00	LS	0.00	3,000.00	0.00	3,000.00	0.00	0.00		0.00	3,000.00	100.00%	0.00
099100	Painting	1.00	LS	0.00	47,000.00	0.00	45,000.00	0.00	1,000.00		0.00	46,000.00	97.87%	1,000.00
101423	Signs & Fire Extinguishers	1.00	LS	0.00	500.00	0.00	0.00	0.00	500.00		0.00	500.00	100.00%	0.00
220500	Plumbing	1.00	LS	0.00	30,000.00	0.00	30,000.00	0.00	0.00		0.00	30,000.00	100.00%	0.00
230500	HVAC	1.00	LS	0.00	167,000.00	0.00	143,360.00	0.00	15,640.00		0.00	159,000.00	95.21%	8,000.00
260500	Elec - Mobilization & Demobi	1.00	LS	0.00	37,700.00	0.00	31,800.00	0.00	5,900.00		0.00	37,700.00	100.00%	0.00
260500	Elec - Site Conduit & Cabling	1.00	LS	0.00	235,000.00	0.00	205,760.00	0.00	29,240.00		0.00	235,000.00	100.00%	0.00
260500	Elec - Str 10 Headworks Bldg	1.00	LS	0.00	199,950.00	0.00	175,160.00	0.00	20,791.00		0.00	195,951.00	98.00%	3,999.00
260500	Elec - Str 20 Control Bldg	1.00	LS	0.00	9,400.00	0.00	8,200.00	0.00	1,200.00		0.00	9,400.00	100.00%	0.00
260500	Elec - Str 30 SBR	1.00	LS	0.00	23,500.00	0.00	20,600.00	0.00	2,900.00		0.00	23,500.00	100.00%	0.00
260500	Elec - Str 40 Sludge Storg Ta	1.00	LS	0.00	11,850.00	0.00	9,800.00	0.00	2,050.00		0.00	11,850.00	100.00%	0.00
260500	Elec - Str 70 UV Disinfection	1.00	LS	0.00	6,200.00	0.00	4,500.00	0.00	1,700.00		0.00	6,200.00	100.00%	0.00
260500	Elec - Str 80 Decant Pump St	1.00	LS	0.00	15,300.00	0.00	13,360.00	0.00	1,940.00		0.00	15,300.00	100.00%	0.00
260500	Elec - Energenecs	1.00	LS	0.00	693,700.00	0.00	562,077.00	0.00	131,623.00		0.00	693,700.00	100.00%	0.00
260500	Elec - Aqua Aerobics	1.00	LS	0.00	171,700.00	0.00	0.00	0.00	171,700.00		0.00	171,700.00	100.00%	0.00

A	B	C				D				E	F	G		H
Item #	Description of Work	Schedule of Values				Work Completed				Materials Presently Stored (Not in D or	Total Completed and Stored to Date	% G / C)	Balance to Finish (C-G)	
		Contract Quantity	U/M	Unit Price	Contract Amount	Previous Periods (D +	This Period							
						Qty	Amount	Qty	Amount					
260500	Elec - Temporary Power	1.00	LS	0.00	20,500.00	0.00	19,960.00	0.00	540.00	0.00	20,500.00	100.00%	0.00	
260500	Elec - Fabick Generator	1.00	LS	0.00	138,200.00	0.00	134,360.00	0.00	3,840.00	0.00	138,200.00	100.00%	0.00	
260500	Elec - Startup & Commission	1.00	LS	0.00	16,200.00	0.00	0.00	0.00	16,200.00	0.00	16,200.00	100.00%	0.00	
260500	Elec - Close Out and O&M's	1.00	LS	0.00	10,800.00	0.00	1,050.00	0.00	4,350.00	0.00	5,400.00	50.00%	5,400.00	
312000	Earthwork	1.00	LS	0.00	229,020.00	0.00	229,020.00	0.00	0.00	0.00	229,020.00	100.00%	0.00	
312000	UP1 - Saw Cut Bituminous P	190.00	LF	8.00	1,520.00	190.00	1,520.00	0.00	0.00	0.00	1,520.00	100.00%	0.00	
312000	UP2 - Bituminous Pavement	3,600.00	SY	7.00	25,200.00	3,600.00	25,200.00	0.00	0.00	0.00	25,200.00	100.00%	0.00	
312000	UP4 - Aggregate Base	330.00	TN	22.00	7,260.00	330.00	7,260.00	0.00	0.00	0.00	7,260.00	100.00%	0.00	
312000	UP6 - Imported Granular Fill	500.00	TN	40.00	20,000.00	556.47	22,258.80	0.00	0.00	0.00	22,258.80	111.29%	-2,258.80	
321124	UP3 - Bituminous Pavement	670.00	TN	120.00	80,400.00	754.18	90,501.60	0.00	0.00	0.00	90,501.60	112.56%	-10,101.60	
321124	UP5 - Tack Coat	200.00	GAL	5.00	1,000.00	130.00	650.00	0.00	0.00	0.00	650.00	65.00%	350.00	
330000	Underground Process Piping	1.00	LS	0.00	217,000.00	0.00	217,000.00	0.00	0.00	0.00	217,000.00	100.00%	0.00	
400500	Exposed Process Pipe / Valv	1.00	LS	0.00	164,000.00	0.00	162,000.00	0.00	2,000.00	0.00	164,000.00	100.00%	0.00	
400593	Temporary Bypassing	1.00	LS	0.00	75,000.00	0.00	75,000.00	0.00	0.00	0.00	75,000.00	100.00%	0.00	
404200	Piping Insulation	1.00	LS	0.00	16,000.00	0.00	16,000.00	0.00	0.00	0.00	16,000.00	100.00%	0.00	
407170	Parshall Flume	1.00	LS	0.00	5,500.00	0.00	5,500.00	0.00	0.00	0.00	5,500.00	100.00%	0.00	
432513	Submersible Pumps	1.00	LS	0.00	53,000.00	0.00	51,370.00	0.00	1,630.00	0.00	53,000.00	100.00%	0.00	
434111	Ground Storage Tank	1.00	LS	0.00	290,000.00	0.00	290,000.00	0.00	0.00	0.00	290,000.00	100.00%	0.00	
462113	Fine Screen and Wash Press	1.00	LS	0.00	190,000.00	0.00	0.00	0.00	190,000.00	0.00	190,000.00	100.00%	0.00	
463300	Chemical Feed Equipment	1.00	LS	0.00	18,000.00	0.00	18,000.00	0.00	0.00	0.00	18,000.00	100.00%	0.00	
464140	Sludge Mixing Equipment	1.00	LS	0.00	65,000.00	0.00	65,000.00	0.00	0.00	0.00	65,000.00	100.00%	0.00	
465353	SBR Diffuser Replacement	1.00	LS	0.00	13,000.00	0.00	13,000.00	0.00	0.00	0.00	13,000.00	100.00%	0.00	
C.O. # 0	Change Order #1	1.00	LS	0.00	-5,000.00	0.00	-5,000.00	0.00	0.00	0.00	-5,000.00	100.00%	0.00	
C.O. # 0	Change Order #2	1.00	LS	0.00	-31,869.00	0.00	-31,869.00	0.00	0.00	0.00	-31,869.00	100.00%	0.00	
C.O. # 0	Change Order #3	1.00	LS	0.00	-12,223.00	0.00	-12,223.00	0.00	0.00	0.00	-12,223.00	100.00%	0.00	
C.O. # 0	Change Order #4	1.00	LS	0.00	19,789.00	0.00	19,789.00	0.00	0.00	0.00	19,789.00	100.00%	0.00	
C.O. # 0	Change Order #5	1.00	LS	0.00	7,594.00	0.00	7,594.00	0.00	0.00	0.00	7,594.00	100.00%	0.00	
C.O. # 0	Change Order #6	1.00	LS	0.00	10,441.00	0.00	0.00	0.00	10,441.00	0.00	10,441.00	100.00%	0.00	
Grand Totals:		4,055,732.00				3,425,658.40		623,685.00		0.00	4,049,343.40	99.84%	6,388.60	

STORED MATERIAL SUMMARY

Page 1 of 2

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 17

Application Date : 11/30/2023

To: 11/30/2023

Architect's Project No.: 08783059

Invoice # : 17

Contract : 4631- SOMERSET WWTF

Item No.	Description of Work	Storage End Last Period	New Shipments	Used This Period	Storage End This Period	Remarks
C.O. #01	Change Order #1	0.00	0.00	0.00	0.00	
C.O. #02	Change Order #2	0.00	0.00	0.00	0.00	
C.O. #03	Change Order #3	0.00	0.00	0.00	0.00	
C.O. #04	Change Order #4	0.00	0.00	0.00	0.00	
C.O. #05	Change Order #5	0.00	0.00	0.00	0.00	
C.O. #06	Change Order #6	0.00	0.00	0.00	0.00	
010010-00	PM/Supervision	0.00	0.00	0.00	0.00	
012200-00	Bonds & Insurance	0.00	0.00	0.00	0.00	
013100-00	Misc Job Expenses	0.00	0.00	0.00	0.00	
015000-00	Temporary Facilities	0.00	0.00	0.00	0.00	
016000-00	Yard & Equipment	0.00	0.00	0.00	0.00	
024100-00	Demolition	0.00	0.00	0.00	0.00	
024135-00	Equipment Demo	0.00	0.00	0.00	0.00	
030000-00	Concrete	0.00	0.00	0.00	0.00	
034113-00	Precast Plank	0.00	0.00	0.00	0.00	
042000-00	Masonry	0.00	0.00	0.00	0.00	
055000-00	Metals	0.00	0.00	0.00	0.00	
071400-00	Fluid Applied Waterproofing	0.00	0.00	0.00	0.00	
072113-00	Board Insulation	0.00	0.00	0.00	0.00	
075300-00	Single Ply Roofing	0.00	0.00	0.00	0.00	
076200-00	Wall Panel	0.00	0.00	0.00	0.00	
079200-00	Joint Sealants	0.00	0.00	0.00	0.00	
081600-00	FRP Doors	0.00	0.00	0.00	0.00	
083100-00	Access Doors	0.00	0.00	0.00	0.00	
099100-00	Painting	0.00	0.00	0.00	0.00	
101423-00	Signs & Fire Extinguishers	395.00	0.00	395.00	0.00	
220500-00	Plumbing	0.00	0.00	0.00	0.00	
230500-00	HVAC	0.00	0.00	0.00	0.00	
260500-00	Elec - Mobilization & Demobilization	0.00	0.00	0.00	0.00	
260500-01	Elec - Site Conduit & Cabling	0.00	0.00	0.00	0.00	
260500-02	Elec - Str 10 Headworks Bldg	0.00	0.00	0.00	0.00	
260500-03	Elec - Str 20 Control Bldg	0.00	0.00	0.00	0.00	

STORED MATERIAL SUMMARY

Page 2 of 2

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 17

Application Date : 11/30/2023

To: 11/30/2023

Architect's Project No.: 08783059

Invoice # : 17

Contract : 4631- SOMERSET WWTF

[illegible]

8

Van Ert Electric Co., Inc.

7019 Stewart Ave Wausau, WI 54401-9230

INVOICE

Invoice No.	Date
001-014924	11/21/23

Job No. **20210** C2273
 Series **A**
 Project Manager **JESSE JOHNSON**
 PO Number **4631-260500-S**
 Due Date **12/01/23**

Customer
 STAAB CONSTRUCTION CORP
 1800 LAEMLE AVE
 MARSHFIELD WI 54449
 Attn:

4081	11/21/23
ACTION	RECEIVED
OK TO PAY	
COPIES TO	

4081002

Project:
 SOMERSET WASTE WATER TREATMENT
 Invoice Description: **PROGRESS PAY REQUEST**

Total \$151,905.25
Less Retention \$7,595.26
Sales Tax(WI-EXGOV) \$0.00

DUE THIS INVOICE *Balance* \$144,309.99

Remit Payment To:

7019 Stewart Avenue
 Wausau WI 54401

<https://vanertelectric.securepayments.cardpointe.com/pay>

ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED AND STORED	%	BALANCE TO FINISH	RETAINAGE
			PREVIOUS APPLICATIONS	This Application				
A	Mobilization/Demobilization	\$ 37,297.00	\$ 28,047.75	\$ 9,349.25	\$ 37,297.00	100.00%	\$ -	\$ 1,899.85
B	Site Control and Cabling	\$ 217,810.00	\$ 186,028.00	\$ 21,781.00	\$ 217,810.00	100.00%	\$ -	\$ 10,890.50
C	Structure 10 - Headworks Building	\$ 185,340.00	\$ 165,806.00	\$ 14,827.20	\$ 181,533.20	98.00%	\$ 3,706.80	\$ 9,091.66
D	Structure 20 - Control Building	\$ 8,889.00	\$ 7,820.10	\$ 868.80	\$ 8,688.90	100.00%	\$ -	\$ 494.45
E	Structure 30 - SBR (Sanitizing Batch Reactor)	\$ 21,770.00	\$ 19,593.00	\$ 2,177.00	\$ 21,770.00	100.00%	\$ -	\$ 1,088.50
F	Structure 60 - Sludge Storage Tank #1	\$ 10,955.00	\$ 9,311.75	\$ 1,643.25	\$ 10,955.00	100.00%	\$ -	\$ 647.75
G	Structure 70 - UV Disinfection Building	\$ 5,725.00	\$ 4,293.75	\$ 1,431.25	\$ 5,725.00	100.00%	\$ -	\$ 288.25
H	Structure 80 - Decant Pump Station	\$ 14,160.00	\$ 12,744.00	\$ 1,416.00	\$ 14,160.00	100.00%	\$ -	\$ 708.00
I	Electrician	\$ 842,910.00	\$ 578,679.00	\$ 64,291.00	\$ 842,910.00	100.00%	\$ -	\$ 32,145.50
J	Aqua Aerobics	\$ 159,044.00	\$ 143,139.60	\$ 15,904.40	\$ 159,044.00	100.00%	\$ -	\$ 7,852.20
K	Temp Power	\$ 19,000.00	\$ 18,000.00	\$ -	\$ 19,000.00	100.00%	\$ -	\$ 650.00
L	Fabrick Generator	\$ 128,000.00	\$ 128,000.00	\$ -	\$ 128,000.00	100.00%	\$ -	\$ 6,400.00
M	Startup and Commissioning	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00	100.00%	\$ -	\$ 750.00
N	Clean Out and O&M's	\$ 10,000.00	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00	50.00%	\$ 5,000.00	\$ 250.00
O	CO #1 - Huber Alternative Screen Proposal	\$ (2,487.63)	\$ (2,487.63)	\$ -	\$ (2,487.63)	100.00%	\$ -	\$ (123.38)
P	CO #2 - Excavated Area around Gas Line / Addition	\$ (784.00)	\$ -	\$ (784.00)	\$ (784.00)	100.00%	\$ -	\$ (39.20)
Q	Contract Amount	\$ 1,472,648.37	\$ 1,311,936.32	\$ 181,506.28	\$ 1,493,441.57	98%	\$ 8,708.80	\$ 73,192.00
	Page 1 Total Values	\$ 1,472,648.37	\$ 1,311,936.32	\$ 181,506.28	\$ 1,493,441.57	98%	\$ 8,708.80	\$ 73,192.00

Remit to: **STAAB CONSTRUCTION CORPORATION**
1800 LAEMLE AVE
MARSHFIELD, WI 54449

Contractor's Application for Payment No. 18

To (Owner): VILLAGE OF SOMERSET	Application Period: 11/30/23 to 12/26/2023	Application Date: 12/26/23
Project: 4631- SOMERSET WWTF	From (Contractor): Staab Construction Corporation	Via (Engineer): M S A PROF. SERVICES
Owner's Contract No:	Contract:	
	Contractor's Project No: 4631-	Engineer's Project No: 08783059

Application for Payment
Change Order Summary

Change Orders approved in Previous months by Owner	\$37,824.00	-\$49,092.00
Number	Additions	Deductions
	0.00	0.00
TOTALS	\$37,824.00	-\$49,092.00
Net Change by Change Orders		-\$11,268.00

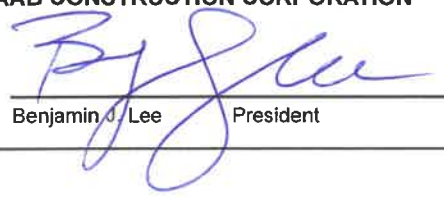
1. ORIGINAL CONTRACT PRICE	\$4,067,000.00
2. Net Change By Change Orders	-\$11,268.00
3. Current Contract Price (Line 1+2)	\$4,055,732.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Progress Estimate)	\$4,089,155.66
5. RETAINAGE:	
1.11 % of Total Contract (Project over 50% Complete)	
c. Total Retainage (Line 5a = 5b)	\$45,000.00
6. AMOUNT ELEGIBLE TO DATE (Line 4 - Line 5c) . . .	\$4,044,155.66
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) . .	\$3,947,950.10
8. AMOUNT DUE THIS APPLICATION.	\$96,205.56
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column H on Progress Estimate + Line 5 above)	\$11,576.34

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;
- (2) Title of all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents

STAAB CONSTRUCTION CORPORATION

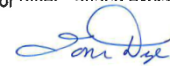
By:  Date: 1-18-24
Benjamin J. Lee President

Payment of:

\$96,205.56

Line 8 or other - attach explanation of other amount)

is recommended by:



(Engineer)

2/5/2024

(Date)

Payment of:

\$96,205.56

Line 8 or other - attach explanation of other amount)

is approved by:

(Owner)

(Date)

Approved by:

(Funding or Financing Agency (if applicable)

(Date)

CONTINUATION SHEET (FOR UNIT PRICE APPLICATION FOR PAYMENT)

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application # : 18

Application Date : 12/26/23

Period To : 12/26/23

Architect's Project No.: 08783059

Invoice # : 18 Contract: 4631- SOMERSET WWTF

A		B		C				D				E		F	G		H
Item #	Description of Work	Schedule of Values				Work Completed				Materials Presently Stored (Not in D or	Total Completed and Stored to Date	% G / C)	Balance to Finish (C-G)				
		Contract Quantity	U/M	Unit Price	Contract Amount	Previous Periods (D +	This Period	Qty	Amount					Qty	Amount		
010010	PM/Supervision	1.00	LS	0.00	88,000.00	0.00	88,000.00	0.00	0.00	0.00	88,000.00	100.00%	0.00				
012200	Bonds & Insurance	1.00	LS	0.00	46,000.00	0.00	46,000.00	0.00	0.00	0.00	46,000.00	100.00%	0.00				
013100	Misc Job Expenses	1.00	LS	0.00	53,000.00	0.00	53,000.00	0.00	0.00	0.00	53,000.00	100.00%	0.00				
015000	Temporary Facilities	1.00	LS	0.00	46,000.00	0.00	46,000.00	0.00	0.00	0.00	46,000.00	100.00%	0.00				
016000	Yard & Equipment	1.00	LS	0.00	75,000.00	0.00	75,000.00	0.00	0.00	0.00	75,000.00	100.00%	0.00				
024100	Demolition	1.00	LS	0.00	23,000.00	0.00	23,000.00	0.00	0.00	0.00	23,000.00	100.00%	0.00				
024135	Equipment Demo	1.00	LS	0.00	17,000.00	0.00	17,000.00	0.00	0.00	0.00	17,000.00	100.00%	0.00				
030000	Concrete	1.00	LS	0.00	185,000.00	0.00	185,000.00	0.00	0.00	0.00	185,000.00	100.00%	0.00				
034113	Precast Plank	1.00	LS	0.00	25,000.00	0.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00%	0.00				
042000	Masonry	1.00	LS	0.00	65,000.00	0.00	65,000.00	0.00	0.00	0.00	65,000.00	100.00%	0.00				
055000	Metals	1.00	LS	0.00	48,000.00	0.00	48,000.00	0.00	0.00	0.00	48,000.00	100.00%	0.00				
071400	Fluid Applied Waterproofing	1.00	LS	0.00	5,500.00	0.00	5,500.00	0.00	0.00	0.00	5,500.00	100.00%	0.00				
072113	Board Insulation	1.00	LS	0.00	2,500.00	0.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00%	0.00				
075300	Single Ply Roofing	1.00	LS	0.00	15,000.00	0.00	15,000.00	0.00	0.00	0.00	15,000.00	100.00%	0.00				
076200	Wall Panel	1.00	LS	0.00	43,000.00	0.00	43,000.00	0.00	0.00	0.00	43,000.00	100.00%	0.00				
079200	Joint Sealants	1.00	LS	0.00	2,600.00	0.00	2,600.00	0.00	0.00	0.00	2,600.00	100.00%	0.00				
081600	FRP Doors	1.00	LS	0.00	19,000.00	0.00	19,000.00	0.00	0.00	0.00	19,000.00	100.00%	0.00				
083100	Access Doors	1.00	LS	0.00	3,000.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00%	0.00				
099100	Painting	1.00	LS	0.00	47,000.00	0.00	46,000.00	0.00	0.00	0.00	46,000.00	97.87%	1,000.00				
101423	Signs & Fire Extinguishers	1.00	LS	0.00	500.00	0.00	500.00	0.00	0.00	0.00	500.00	100.00%	0.00				
220500	Plumbing	1.00	LS	0.00	30,000.00	0.00	30,000.00	0.00	0.00	0.00	30,000.00	100.00%	0.00				
230500	HVAC	1.00	LS	0.00	167,000.00	0.00	159,000.00	0.00	8,000.00	0.00	167,000.00	100.00%	0.00				
260500	Elec - Mobilization & Demobi	1.00	LS	0.00	37,700.00	0.00	37,700.00	0.00	0.00	0.00	37,700.00	100.00%	0.00				
260500	Elec - Site Conduit & Cabling	1.00	LS	0.00	235,000.00	0.00	235,000.00	0.00	0.00	0.00	235,000.00	100.00%	0.00				
260500	Elec - Str 10 Headworks Bldg	1.00	LS	0.00	199,950.00	0.00	195,951.00	0.00	2,000.00	0.00	197,951.00	99.00%	1,999.00				
260500	Elec - Str 20 Control Bldg	1.00	LS	0.00	9,400.00	0.00	9,400.00	0.00	0.00	0.00	9,400.00	100.00%	0.00				
260500	Elec - Str 30 SBR	1.00	LS	0.00	23,500.00	0.00	23,500.00	0.00	0.00	0.00	23,500.00	100.00%	0.00				
260500	Elec - Str 40 Sludge Storg Ta	1.00	LS	0.00	11,850.00	0.00	11,850.00	0.00	0.00	0.00	11,850.00	100.00%	0.00				
260500	Elec - Str 70 UV Disinfection	1.00	LS	0.00	6,200.00	0.00	6,200.00	0.00	0.00	0.00	6,200.00	100.00%	0.00				
260500	Elec - Str 80 Decant Pump St	1.00	LS	0.00	15,300.00	0.00	15,300.00	0.00	0.00	0.00	15,300.00	100.00%	0.00				
260500	Elec - Energenecs	1.00	LS	0.00	693,700.00	0.00	693,700.00	0.00	0.00	0.00	693,700.00	100.00%	0.00				
260500	Elec - Aqua Aerobics	1.00	LS	0.00	171,700.00	0.00	171,700.00	0.00	0.00	0.00	171,700.00	100.00%	0.00				

A	B	C				D				E	F	G		H
Item #	Description of Work	Schedule of Values				Work Completed				Materials Presently Stored (Not in D or	Total Completed and Stored to Date	% G / C)	Balance to Finish (C-G)	
		Contract Quantity	U/M	Unit Price	Contract Amount	Previous Periods (D -		This Period						
						Qty	Amount	Qty	Amount					
260500	Elec - Temporary Power	1.00	LS	0.00	20,500.00	0.00	20,500.00	0.00	0.00	0.00	20,500.00	100.00%	0.00	
260500	Elec - Fabick Generator	1.00	LS	0.00	138,200.00	0.00	138,200.00	0.00	0.00	0.00	138,200.00	100.00%	0.00	
260500	Elec - Startup & Commission	1.00	LS	0.00	16,200.00	0.00	16,200.00	0.00	0.00	0.00	16,200.00	100.00%	0.00	
260500	Elec - Close Out and O&M's	1.00	LS	0.00	10,800.00	0.00	5,400.00	0.00	4,320.00	0.00	9,720.00	90.00%	1,080.00	
312000	Earthwork	1.00	LS	0.00	229,020.00	0.00	229,020.00	0.00	0.00	0.00	229,020.00	100.00%	0.00	
312000	UP1 - Saw Cut Bituminous P	190.00	LF	8.00	1,520.00	190.00	1,520.00	0.00	0.00	0.00	1,520.00	100.00%	0.00	
312000	UP2 - Bituminous Pavement	3,600.00	SY	7.00	25,200.00	3,600.00	25,200.00	0.00	0.00	0.00	25,200.00	100.00%	0.00	
312000	UP4 - Aggregate Base	330.00	TN	22.00	7,260.00	330.00	7,260.00	1,119.03	24,618.66	0.00	31,878.66	439.10%	-24,618.66	
312000	UP6 - Imported Granular Fill	500.00	TN	40.00	20,000.00	556.47	22,258.80	21.84	873.60	0.00	23,132.40	115.66%	-3,132.40	
321124	UP3 - Bituminous Pavement	670.00	TN	120.00	80,400.00	754.18	90,501.60	0.00	0.00	0.00	90,501.60	112.56%	-10,101.60	
321124	UP5 - Tack Coat	200.00	GAL	5.00	1,000.00	130.00	650.00	0.00	0.00	0.00	650.00	65.00%	350.00	
330000	Underground Process Piping	1.00	LS	0.00	217,000.00	0.00	217,000.00	0.00	0.00	0.00	217,000.00	100.00%	0.00	
400500	Exposed Process Pipe / Valv	1.00	LS	0.00	164,000.00	0.00	164,000.00	0.00	0.00	0.00	164,000.00	100.00%	0.00	
400593	Temporary Bypassing	1.00	LS	0.00	75,000.00	0.00	75,000.00	0.00	0.00	0.00	75,000.00	100.00%	0.00	
404200	Piping Insulation	1.00	LS	0.00	16,000.00	0.00	16,000.00	0.00	0.00	0.00	16,000.00	100.00%	0.00	
407170	Parshall Flume	1.00	LS	0.00	5,500.00	0.00	5,500.00	0.00	0.00	0.00	5,500.00	100.00%	0.00	
432513	Submersible Pumps	1.00	LS	0.00	53,000.00	0.00	53,000.00	0.00	0.00	0.00	53,000.00	100.00%	0.00	
434111	Ground Storage Tank	1.00	LS	0.00	290,000.00	0.00	290,000.00	0.00	0.00	0.00	290,000.00	100.00%	0.00	
462113	Fine Screen and Wash Press	1.00	LS	0.00	190,000.00	0.00	190,000.00	0.00	0.00	0.00	190,000.00	100.00%	0.00	
463300	Chemical Feed Equipment	1.00	LS	0.00	18,000.00	0.00	18,000.00	0.00	0.00	0.00	18,000.00	100.00%	0.00	
464140	Sludge Mixing Equipment	1.00	LS	0.00	65,000.00	0.00	65,000.00	0.00	0.00	0.00	65,000.00	100.00%	0.00	
465353	SBR Diffuser Replacement	1.00	LS	0.00	13,000.00	0.00	13,000.00	0.00	0.00	0.00	13,000.00	100.00%	0.00	
C.O. # 0	Change Order #1	1.00	LS	0.00	-5,000.00	0.00	-5,000.00	0.00	0.00	0.00	-5,000.00	100.00%	0.00	
C.O. # 0	Change Order #2	1.00	LS	0.00	-31,869.00	0.00	-31,869.00	0.00	0.00	0.00	-31,869.00	100.00%	0.00	
C.O. # 0	Change Order #3	1.00	LS	0.00	-12,223.00	0.00	-12,223.00	0.00	0.00	0.00	-12,223.00	100.00%	0.00	
C.O. # 0	Change Order #4	1.00	LS	0.00	19,789.00	0.00	19,789.00	0.00	0.00	0.00	19,789.00	100.00%	0.00	
C.O. # 0	Change Order #5	1.00	LS	0.00	7,594.00	0.00	7,594.00	0.00	0.00	0.00	7,594.00	100.00%	0.00	
C.O. # 0	Change Order #6	1.00	LS	0.00	10,441.00	0.00	10,441.00	0.00	0.00	0.00	10,441.00	100.00%	0.00	
Grand Totals:		4,055,732.00				4,049,343.40		39,812.26		0.00	4,089,155.66	100.82%	-33,423.66	

VILLAGE OF SOMERSET, WISCONSIN

**ORDINANCE AMENDING CHAPTER TITLE 14 CHAPTER 1 OF THE MUNICIPAL
CODE**

regarding Installation of other utilities; underground

The Village Board of the Village of Somerset does ordain as follows:

SECTION I. Amendment.

Sec. 14-1-59 of the Code of Ordinances is hereby amended to read as follows:

Sec. 14-1-59: Installation of other utilities; underground.

- (a) (1) In so far as possible, all utilities, including but not limited to natural gas, telephone, ~~cable television~~ high speed internet, electric, and water shall be installed underground with an affidavit by the subdivider that the maintenance of said public improvements will be guaranteed by the subdivider due to the use of the improvements by purchasers and construction traffic.
(2) Prior to any maintenance, repair or replacement being performed by the developer during the bond period, it shall notify the Village Engineer at least one (1) work day prior to the doing of the work and obtain approval of the Village Engineer as to the nature and manner of work to be done.
- (b) The subdivider shall cause gas, electric power, ~~cable television~~ high speed internet and telephone facilities to be installed in such a manner as to make adequate service available to each lot in the subdivision, certified survey or land division. All new electrical distribution, television cables and telephone lines from which lots are individually served shall be underground unless the Village Board, upon the recommendation of pertinent Village utilities or Plan Commission, specifically allows overhead poles for the following reasons:
 - (1) Topography, soil, water table, solid rock, boulders, or other physical conditions would make underground installation unreasonable or impractical; or
 - (2) The lots to be served by said facilities can be served directly from existing overhead facilities.
- (c) Plans indicating the proposed location of all gas, electrical power, ~~cable television~~ high speed internet and telephone distribution and transmission lines required to service the plat shall be provided by the appropriate private utilities.

SECTION II. SEVERABILITY

If any provisions of this ordinance amendment or any application of this ordinance amendment to any person or circumstance is found to be invalid or unconstitutional, such a finding shall not affect the other provisions or applications of this ordinance amendment which can be given effect without the invalid or unconstitutional provision or applications.

SECTION III. EFFECTIVE DATE

This Ordinance shall take effect as of the date following the date of publication.

Adopted this ____ day of _____, 2024.

Michael B. Kappers, Village President

Tasia Berger, Village Clerk

Voted for: _____
Voted against: _____
Abstained: _____
Absent: _____
Date enacted: _____

VILLAGE OF SOMERSET, WISCONSIN

**ORDINANCE AMENDING CHAPTER TITLE 14 CHAPTER 1 OF THE MUNICIPAL
CODE**

regarding Internet Connectivity Requirement for New Construction

The Village Board of the Village of Somerset does ordain as follows:

SECTION I. Amendment.

Sec. 14-1-69 of the Code of Ordinances is hereby created to read as follows:

Sec. 14-1-69: Internet Connectivity Requirement for New Construction.

- (a) *Purpose and Intent.* The purpose of this ordinance is to ensure that new residential construction within the village is equipped with essential internet connectivity infrastructure before the issuance of a certificate of occupancy. This requirement aims to promote digital inclusion, support technological advancements, and enhance the overall quality of life for residents.
- (b) *Applicability.* This ordinance shall apply to all new residential construction located within new Subdivisions in the village created after the adoption of this ordinance.
- (c) *Requirements.*
 - (1) Installation of Internet Infrastructure:
 - a. All new residential Subdivisions and residential construction projects located therein must include the installation of internet infrastructure during the construction phase. Construction shall include installing services line(s) to the residential structure. Residential structures shall be equipped to accept the internet connection.
 - b. The infrastructure should meet or exceed the minimum standards set by industry for so called “high speed internet”.
 - (2) Coordination with Internet Service Providers (ISPs):
 - a. Builders/Developers are responsible for coordinating with ISPs to ensure that the installed infrastructure is compatible with the available internet services in the area.
 - (3) Certificate of Occupancy Issuance:
 - a. Unless waived by the Village Board, a certificate of occupancy will only be issued upon verification by the Building Inspector that the required internet infrastructure is in place and functional. This ordinance shall not be interpreted to require the ultimate homeowner to subscribe to any internet service.
- (d) *Implementation and Enforcement.*
 - (1) Building Permit Application:
 - a. Builders/Developers must include plans for internet infrastructure in all Subdivision plats and building permit applications.
 - (2) Inspections:

- a. The village Building Inspector shall conduct inspections to ensure compliance with the internet infrastructure requirements.

SECTION II. SEVERABILITY

If any provisions of this ordinance amendment or any application of this ordinance amendment to any person or circumstance is found to be invalid or unconstitutional, such a finding shall not affect the other provisions or applications of this ordinance amendment which can be given effect without the invalid or unconstitutional provision or applications.

SECTION III. EFFECTIVE DATE

This Ordinance shall take effect as of the date following the date of publication.

Adopted this _____ day of _____, 2024.

Michael B. Kappers, Village President

Tasia Berger, Village Clerk

Voted for: _____
Voted against: _____
Abstained: _____
Absent: _____
Date enacted: _____

Totes My Goats, LLC
4142 Penfield Ave S
Afton, MN 55001

Proposal

Logan Bradbury | 651-328-3001 | logandbradbury@gmail.com

To Brandon Krohn

Property Address of Project:

lagrandeur park reserve
Somerset, WI
54025
FEB 7, 2024

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
6.20	6.20 acres cleared by goats	1,175 per acre	7,285
1	set up and maintenance	500	500
SUBTOTAL			7,785
TOTAL			7,785

****\$500 Deposit required upon acceptance of proposal in order to secure a place on our schedule****
Remaining balance due at start of treatment - 10% discount for invoices paid in full with CASH payment --

Equipment Setup and Maintenance—

- Establishment and removal of electrified perimeter fence (approximately 1,000' of electric fence netting), to isolate the project area.
- Signage posted warning of electrified fence, if requested
- Setup and removal of drinking water tanks and mineral blocks for goats
- Delivery and removal of goats and supplies/equipment to and from project site

Acreeage Cleared—

- Goats will graze for approximately 1 week (+/-) and eliminate vegetation from ground level to approximately 6 feet above ground.
- Site visits by staff to evaluate proper effectiveness of treatment, relocate fencing as needed.

3 Year Proposal—

For this project to be effective it is recommended that we do several treatments over the course of 2-3 years, with treatment schedules varying depending upon sporadic evaluation of vegetative regrowth, with 2 treatments possible per year depending upon conditions.

Treatments work on a tiered system in which each site visit by our goats will be less intense based upon dwindling vegetative matter and therefore less time spent on the project after each passing treatment. Prices will drop per acre, per visit starting after the first treatment. Involvement of the property owner has impacts on pricing. For this first round, staff involvement would be higher based on your experience. In other words, as time goes on and treatments are recurring the price will drop based on our involvement (or lack thereof depending on your comfort level and willingness to be involved) and density of vegetation. Involvement includes making sure fence is charged and water is full on a daily basis.

A deposit of \$500 will be collected in order to secure a place on our schedule for each following treatment.

See included map for highlighted project site.



Disclaimer

The goal of this project is to control undesirable trees/brush/plants species throughout the project site by prescribed/target grazing using live goats.

The site may be subdivided into grazing paddocks by the Contractor. The size of each paddock can be at the Contractor's discretion. Smaller paddocks may be used to allow for maximum grazing impact to target brush species. Each paddock can be grazed twice during the season or as agreed upon by the Owner and Contractor.

It is understood that flexibility is allowed for effective prescribed/target grazing which may take less (or more) time, based on the vegetation being grazed, and on weather conditions for vegetation regrowth. Adjustments to the grazing time frame may be made through verbal consultation with the Property Owner and Contractor.

A grazing event is described as one full pass through each paddock of the project site, where goats eat/defoliate at least 80% to 90% of accessible target vegetation.

Contractor is not liable for any tree/brush/plant consumed by goats within the project site if said tree/brush/plant is not intended to be kept by Owner. If said tree/brush/plant is to be kept or grazed it is up to the owner to distinguish the species and inform the Contractor. If tree/brush/plant is identified by the Owner/Contractor will determine a best plan based on the circumstances of the location to protect such tree/brush/plant and will be noted in the estimate/invoice.

Owner may not contribute any more brush or yard waste to project site once Contractor has established a bid on the same project (this includes cutting trees within the project site). Owner or persons under Owner's direction or control may not enter the fenced area unless under specified reason from the Contractor: i.e. Water fill, animal issue, fence issue.

The undersigned has examined the Contract Documents, consisting of the Proposal Form, technical specifications, drawings, maps, addenda, and other documents listed in the Proposal Form, and is familiar with the site location of the project, the nature of the Work and local conditions affecting the cost of the Work.

The term "Work" is defined as the services and construction required by the Contract Documents, and includes all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment or money, extension of time or other relief with respect to the terms of the Contract.

The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate the Claim shall rest with the party making the claim.

The Owner may, by written notice to the Contractor, terminate this Contract in whole or in part at any time, for convenience or because of the failure of the Contractor to fulfill its contractual obligations. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner and its representatives, agents, and employees from all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, which are attributable to or are the result of negligent or otherwise wrongful acts or omission, including breach of a specific contractual duty, of the Contractor or the Contractor's Subcontractors, agents, employees, delegates, suppliers, or anyone acting on behalf of the Contractor. However the Owner shall be held responsible for damages, loss or expenses for any negligent act or occurrence which was a direct or partial control of the Owners actions or affiliates associated with the Owner.

Contractor owns portable electric fencing materials and batteries/solar power necessary for establishing paddocks for rotational grazing, transports goats to and from the site, is responsible for full set-up and maintenance of portable fencing.

The Owner is not liable for the loss or damage of prescribed grazing equipment or goats. The Contractor should be aware that the grazing site in this bid could have coyote and other wildlife near it. The Owner is not liable for medical expenses or goat replacement should injury or death occur due to wild animal attack. Also, the Owner cannot be held responsible for damage or injury caused by outside public, damage or injury caused to goats that might escape the project area. This excludes negligence on the Owner's part from personal pets or other owner controlled incidents in which equipment and/or goats are damaged or lost as well as any outside injury to persons or damage to properties considered under the Owners control.

Totes My Goats, LLC is a registered and insured company.

Quotation prepared by: Logan Bradbury

To accept this proposal please sign, date and return

THANK YOU FOR YOUR BUSINESS!

Sec. 13-1-170. General provisions.

This Chapter contemplates an administrative and enforcement officer entitled the "Zoning Administration" to administer and enforce the same. Certain considerations, particularly with regard to granting of permitted conditional uses, planned unit development conditional uses, changes in zoning districts and zoning map, and amending the text of this Zoning Chapter require review and action by the Village Board. A Zoning Board of Appeals is provided to assure proper administration of the Chapter and to avoid arbitrariness.

Sec. 13-1-171. Position of zoning administration administration established.

- (a) The Zoning Administration is hereby designated as the primary administrative officer for the provisions of this Chapter, and shall be referred to as the Zoning Administration. The Zoning Administration shall be appointed by resolution of the Village Board. The duty of the Zoning Administration shall be to interpret and administer this Chapter and to issue all permits required by this Chapter. The Zoning Administration shall further:
- (1) Issue all zoning certificates, and make and maintain records; which records shall be maintained in the Village hall. **DUTIES OF VILLAGE CLERK AND BUILDING INSPECTOR**
 - (2) Conduct inspections of buildings, structures, and use of land to determine compliance with the terms of this Chapter. **DUTIES OF BUILDING INSPECTOR AND ZONING ADMINISTRATION**
 - (3) Maintain permanent and current records of this Chapter, including but not limited to, all maps, amendments, conditional uses, variances, appeals and applications therefore. **DUTIES OF VILLAGE CLERK**
 - (4) Provide and maintain a public information function relative to all matters arising out of this Chapter. **DUTIES OF VILLAGE CLERK**
 - (5) Receive, file and forward to the Village Clerk-Treasurer all applications for amendments to this Chapter.
 - (6) Receive, file and forward to the Plan Commission all applications for conditional uses. **DUTIES OF VILLAGE CLERK**
 - (7) Receive, file and forward to the Board of Appeals all applications for appeals, variances, or other matters on which the Board of Appeals is required to act under this Chapter, and shall attend all Board of Appeals meetings to provide technical assistance when requested by the Village Board. **DUTIES OF VILLAGE CLERK**
 - (8) Initiate, direct and review from time to time a study of the provisions of this Chapter, and make recommendations to the Plan Commission not less than once a year. **DUTIES OF THE ZONING ADMINISTRATION**
- (b) ~~Due to the size of the Village of Somerset it may not be feasible to find a suitable person willing to take on the responsibility of being Zoning Administration on a part time basis. It is therefore provided that the function of the Zoning Administration can be delegated to a committee of the Board, to another Village official, or a single member of the Board or the Village President. An officer other than a Board member or another employee of the Village may also be designated to handle the duties of Zoning Administration on part time basis in addition to the other duties performed by such person.~~

Sec. 13-1-172. Roles of planning commission, village board, and zoning board of appeals in administration of chapter.

- (a) *Plan Commission.* The Plan Commission, together with its other statutory duties, shall make reports and recommendations relating to the plan and development of the Village to the Village Board, other public officials and other interested organizations and citizens. In general, the Plan Commission shall have such powers as may be necessary to enable it to perform its functions and promote municipal planning. Under this Chapter, one of its functions is to make recommendations to the Village Board pursuant to guidelines set forth in this Chapter as to various matters and always being mindful of the intent and purposes of this Chapter. Recommendations shall be in writing. A recording thereof in the Commission's minutes shall constitute the required written recommendation. The Commission may, in arriving at its recommendation, on occasion and of its own volition, conduct its own public hearing.
- (b) *Village Board.* The Village Board, the governing body of the Village, subject to recommendations by the Plan Commission, has ultimate authority to make changes and amendments in zoning districts, the zoning map and supplementary flood-land zoning map; and to amend the text of this Chapter. The Board may delegate to the Plan Commission the responsibility to hold some or all public hearings as required under this subchapter and other provisions therefore elsewhere in this Chapter.
- (c) *Zoning Board of Appeals.* A Zoning Board of Appeals is established to provide an appeal procedure for persons who deem themselves aggrieved by decisions of administrative officers in enforcement of this Chapter. See Article N of this Chapter for detail provisions. **DOUBLE CHECK THAT ARTICLE N IS CORRECT.**

Sec. 13-1-173. Permit requirement; WITH EXCEPTION OF R1 AND R2 application; decision by zoning administration.

- (a) *Zoning Certificate Required.* No building permit for a new structure, new use of land, water or air, or change in the use of land, water or air shall hereafter be issued and no structure or part thereof shall hereafter be located, erected, moved, reconstructed, extended, enlarged, converted, or structurally altered unless the application for such permit has been examined by the office of the Zoning Administration and has affixed to it a certificate of the office of the Zoning Administration indicating that the proposed use of land, buildings or structures and any future proposed buildings or structures comply with all of the provisions of this Chapter.
- (b) *Application.* Applications for a zoning permit shall be made to the Zoning Administration and shall include the following where pertinent and necessary for proper review:
 - (1) Names and addresses of the applicant, owner of the site, architect, professional engineer and contractor.
 - (2) Description of the subject site by lot, block and recorded subdivision or by metes and bounds; address of the subject site; type of structure; existing and proposed operation or use of the structure or site; number of employees; and the zoning district within which the subject site lies.
 - (3) Plat of survey prepared by a land surveyor registered in the State of Wisconsin or other map drawn to scale and showing such of the following as may be required by the Zoning Administration: the location, boundaries, dimensions, uses, and size of the following: subject site; existing and proposed structures; existing and proposed easements, streets and other public ways; public utilities; off-street parking, loading areas and driveways; existing highway access restrictions; high water; channel, floodway and floodplain boundaries; and existing and proposed street, side and rear yards.
 - (4) Additional information as may be required by the Zoning Administration or Plan Commission (if involved).
- (c) *Action.*
 - (1) A zoning permit shall be granted or denied in writing by the Zoning Administration within ~~thirty (30)~~ **SIXTY (60)** days of application. ~~and the a.~~ Applicant shall post such permit in a conspicuous place at the site.
 - (2) The permit shall expire within six (6) months unless substantial work has commenced or within ~~eighteen (18)~~ **TWENTY FOUR (24)** months after the issuance of the permit if the structure for which a permit is issued is not substantially completed, in which case of expiration, the application shall reapply for a zoning permit before commencing work on the structure.
 - (3) Any permit issued in conflict with the provisions of this Chapter shall be null and void.

Sec. 13-1-174. Required approval of site plan; WITH EXCEPTION OF R1 AND R2 application; evaluation by village.

- (a) *Site Plan Approval.* All applications for building permits for any construction, reconstruction, expansion or conversion in an R-3, C-1, C-2, and I-1 District, shall require site plan approval by the Plan Commission in accordance with the requirements of this Section.
- (b) *Application.* The applicant for a zoning or building permit shall also submit a site plan and sufficient plans and specifications of proposed buildings, machinery and operations to enable the Plan Commission or its expert consultants to determine whether the proposed application meets all the requirements applicable thereto in this Chapter.
- (c) *Administration.* The Zoning Administration shall make a preliminary review of the application and plans and refer them, along with a report of his findings, to the Plan Commission within ten (10) days. The Plan Commission shall review the application and may refer the application and plans to any expert consultants selected by the Plan Commission and/or Village Engineer to advise whether the application and plans meet all the requirements applicable thereto in this Chapter. Within ~~thirty (30)~~ **SIXTY (60)** days of its receipt of the application, ~~the Plan Commission shall authorize the Zoning Administration to~~ **SHALL** issue or refuse a zoning permit.
- (d) *Requirements.* In acting on any site plan, the Plan Commission may impose conditions upon the issuance of site plan approval as it deems necessary to address the following issues:
 - (1) The appropriateness of the site plan and buildings in relation to the physical character of the site and the usage of adjoining land areas.
 - (2) The layout of the site with regard to entrances and exits to public streets; the arrangement and improvement of interior roadways; the location, adequacy and improvement of areas for parking and for loading and unloading and shall, in this connection, satisfy itself that the traffic pattern generated by the proposed construction or use shall be developed in a manner consistent with the safety of residents and the community, and the applicant shall so design the construction or use as to minimize any traffic hazard created thereby.
 - (3) The adequacy of the proposed water supply, drainage facilities and sanitary and waste disposal.
 - (4) The landscaping and appearance of the completed site. The Plan Commission may require that those portions of all front, rear and side yards not used for off-street parking shall be attractively planted with trees, shrubs, plants or grass lawns and that the site be effectively screened so as not to impair the value of adjacent properties nor impair the intent or purposes of this Section.
- (e) *Effect on Municipal Services.* Before granting any site approval, the Plan Commission may, besides obtaining advice from consultants, secure such advice as may be deemed necessary from the Village Engineer or other municipal officials, with special attention to the effect of such approval upon existing municipal services and utilities. Should additional facilities be needed, the Plan Commission shall forward its recommendations to the Village Board and shall not issue final approval until the Village Board has entered into an agreement with the applicant regarding the development of such facilities.

Sec. 13-1-175. Required certificate of compliance; WITH EXCEPTION OF R1 AND R2 application; issuance for existing uses.

- (a) *Requirement.* No vacant land shall hereafter be occupied, used, or developed; and no building shall hereafter be located, moved, reconstructed, or structurally altered; and no nonconforming use shall be maintained, renewed or changed until a certificate of compliance has been issued by the Zoning Administration. Such certificate shall show that the structure or premises or use is in conformance with the provisions of this Chapter. Such certificate shall be applied for at the time a party occupies any land or structure or there is a renewal or change in a nonconforming use.
- (b) Application for Certificate of Compliance shall be made in the same manner as for a zoning permit.
- (c) *Existing Uses.* Upon written request from the owner, the Zoning Administration shall issue a certificate of compliance for any building or premises existing at the time of the adoption of this Chapter, certifying, after inspection, the extent and kind of use made of the building or premises and whether or not such use conforms to the provisions of this Chapter.

Sec. 13-1-176. Enforcement.

- (a) *Violations.* It shall be unlawful to use or improve any structure or land, or to use water or air in violation of any of the provisions of this Chapter. In case of any violation, the Village Board, Plan Commission, the Zoning Administration or any property owner who would be specifically damaged by such violation may cause appropriate action or proceeding to be instituted to enjoin a violation of this Chapter or cause a structure to be vacated or removed.
- (b) *Remedial Action.* Whenever an order of the Zoning Administration has not been complied with within thirty (30) days after written notice has been mailed to the owner, resident agent or occupant of the premises, the Village Board, the Zoning Administration or the Village Attorney may institute appropriate legal action or proceedings.
- (c) *Penalties.* Any person, firm or corporation who fails to comply with the provisions of this Chapter or any order of the Zoning Administration issued in accordance with this Chapter or resists enforcement shall, upon conviction thereof, be subject to a forfeiture and such additional penalties as provided for in Section 1-1-6 of this Code of Ordinances.

AGREEMENT FOR LEGAL REPRESENTATION

This agreement is made to document the arrangement between the Village of Somerset (the “Village” or “you”) and Bakke Norman, S.C. (“Bakke Norman” or “we”) for legal representation.

1. Scope of Engagement.

Bakke Norman agrees to represent the Village of Somerset as the Village’s municipal prosecutor. Our services will include follow up contact with Defendants who have pleaded not guilty to citations issued by the Village of Somerset’s Police Department, drafting and circulating Stipulations and Orders, attendance at in-person pretrial conferences as necessary and any motion or trial preparation and appearances in both municipal court and any appeals to circuit court. Our representation will also include all telephone conferences, emails or other communication with the Village and its representatives, as that work relates to our prosecution services.

This agreement does not cover any appeals of municipal citations to the Wisconsin Court of Appeals or any other general litigation outside of municipal prosecutions. If these needs occur, we will negotiate a new agreement for those services, or bill at our regular hourly rate, if agreeable by both sides.

2. Bakke Norman Responsibilities.

Deanne M. Koll will be the special prosecutor. The primary paralegal responsible for this matter will be Amanda Nocchi.

Bakke Norman is responsible for providing valuable, high quality legal services to you at a fair and reasonable cost. We will keep you informed of all activity on your file and send you copies of all important correspondence or documents. We will endeavor to respond promptly to your mail, email or telephone inquiries and we will keep you informed of any circumstance that requires your consent, as well as consult with you about the means for accomplishing your objectives. We will listen to your concerns, give you our best legal advice, and follow your directions unless doing so would violate our legal or ethical responsibilities. Of course, we cannot guarantee any outcome or specific result.

3. Our Fees.

Legal fees will be based on an hourly fee, and on certain standard charges for correspondence and some legal documents. We will keep a record of all time spent on the file by an attorney or paralegal. Our billing rates for work in are:

	<u>In Municipal Court</u>	<u>In Circuit Court (appeals)</u>
Deanne M. Koll	\$185.00/hour	\$225.00/hour
Paralegal	\$92.50/hour	\$112.50/hour

All telephone calls, e-mails and faxes are billed on this basis but with a minimum charge of 2/10 of an hour. These records will form the basis of the bill. We may make reasonable adjustments to these rates once each year.

4. Expenses.

Expenses are different than legal fees. We may incur expenses and make advances on your behalf that will be included in our bill to you. We will not charge you for the expenses related to electronic research access fees, mileage, regular postage or photocopies, unless the copy project exceeds 50 pages.

5. Billing, Payment and Interest.

During the course of your case, we will send periodic billing statements. All statements are due upon receipt. If the account balance is not paid within 30 days from the date of the statement, a late charge of 1% per month will be assessed. If your account becomes delinquent, we may withdraw from representing you. Any such withdrawal would not remove your obligation to pay for the fees incurred up to that point.

6. Confidentiality.

As a general rule, all municipal documents are public records. However, legal opinions may be protected by attorney-client privilege, and are not necessarily public records. To the extent documents and information we possess falls within the protections for attorney-client privilege, we will fully and faithfully respect that.

7. Your File.

We maintain both a physical file and an electronic file of almost all documents. At the conclusion of this matter, please promptly advise what documents you wish to have returned in paper format. All of our remaining records will be retained in electronic form for at least six years and will be available to you, in that format, during that time. After six years, without further notice to you, your electronic file may be destroyed in a manner which preserves the confidentiality of your information.

8. Bakke Norman, S.C.

The "S.C." after the Bakke Norman name indicates that the firm is a Wisconsin Service Corporation and that status protects the owners from legal responsibility under some circumstances. However, with respect to the obligations under this agreement, both the individual lawyers and the Bakke Norman, S.C. law firm remain fully responsible for any errors or omissions arising out of our professional services. We maintain professional liability insurance as required by the Rules of Professional Conduct of the Wisconsin Supreme Court.

9. Entire Agreement.

This document contains our entire agreement. There are no other oral or written understandings that modify the terms herein.

By signing this agreement, you are entering into a contract with us. If the terms of this agreement are acceptable, please sign and return a copy to our office promptly.



Deanne M. Koll

Dated: January 11, 2024.

I agree to all of the above terms and conditions and acknowledge receipt of the Billing and Credit Policy and Privacy Policy Notice.

VILLAGE OF SOMERSET

By:

Its:

Dated: _____

PRIVACY POLICY NOTICE TO BAKKE NORMAN, S.C. CLIENTS

Attorneys, like other professionals who advise on personal financial matters, are required by a federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are more stringent than those required by this law. **Your privacy is important to us and maintaining your trust and confidence is a high priority.**

In the course of providing our clients with income tax, estate and gift tax and other legal advice, we receive significant personal financial information from our clients. As a client of Bakke Norman, S.C., you should know that all information that we receive from you is held in confidence and is not released to people outside the firm, except as agreed to by you, or as required under an applicable law or ethics rule.

We do not disclose any nonpublic personal information about current or former clients obtained in the course of representation of those clients, except as expressly or impliedly authorized by those clients to enable us to effectuate the purpose of our representation or as required or permitted by law or applicable provisions of codes of professional responsibility or ethical rules governing our conduct as lawyers.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and in, some cases, to comply with professional guidelines. In order to guard your nonpublic information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please feel free to contact us if you have any questions regarding this notice and our privacy policy.

BILLING & CREDIT POLICY

Bakke Norman, S.C. is a law firm and is not engaged in the business of lending money or extending credit. We expect our clients to make any necessary credit arrangements with their bank or similar source of credit. As a client of Bakke Norman, S.C. you may receive interim bills and will receive a final bill for services on your matter. All bills, whether interim or final, are payable in full immediately upon receipt. Failure to pay any bill in full within 30 days will constitute a default under the terms of our policy and may result in legal action being commenced for collection unless prior credit arrangements have been made in writing. Retainer fees or advance payments paid to Bakke Norman, S.C. will be applied to interim bills unless we have a written agreement that specified otherwise. Bakke Norman, S.C. shall have the right to apply any and all payments received from pursuant to this our representation, regardless of the client's designation of such payments, to satisfy any obligations of the client hereunder, in such order and amounts as Bakke Norman, S.C., in its sole discretion, may elect.

Bakke Norman, S.C. will charge a delinquency charge (**FINANCE CHARGE**) of 1% per month (**12% ANNUAL PERCENTAGE RATE**) on all accounts not paid in full within 30 days of the billing date.

I. TRUTH IN LENDING DISCLOSURES.

If your bill is not paid in full within 30 days, you will be charged a delinquency charge called a "finance charge" according to the following rules:

1. Finance charges will be imposed on any new amounts debited to the account only if they are not paid in full within thirty (30) days after the close of the billing cycle.
2. We figure the finance charge on your account by applying the periodic rate to the "adjusted balance" of your account. We get the "adjusted balance" by taking the balance you owed at the end of the previous billing cycle and subtracting any unpaid finance charges and any payments and credits received during the present billing cycle.
3. The **FINANCE CHARGE** will be computed on a rate of 1% per month (**ANNUAL PERCENTAGE RATE OF 12%**).

II. YOUR BILLING RIGHTS. (*Keep This Notice for Future Reference*)

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

IN CASE OF ERROR OR QUESTIONS ABOUT YOUR BILL

1. Notify Us In Case of Errors Or Questions About Your Bill.

If you think your bills is wrong, or if you need more information about a transaction on your bill write us on a separate sheet (at the address listed on your bill). In order to protect your rights, we must receive your letter no later than 60 days after we sent you the FIRST

bill on which the error or problem appeared. You can telephone, but doing so will not preserve your rights.

In your letter, provide us with the following information:

- * Your name and your account number;
- * The dollar amount of the suspected error;
- * Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

2. Your rights and our responsibilities after we receive your written notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days we must either correct the error or explain why we believe the bill was correct.

After we receive your letter; we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount in question, including any finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Somerset Village Board Code of Conduct

Preamble: As members of the Somerset Village Board, we are committed to upholding the highest standards of ethical behavior, accountability, and dedication to the betterment of our community. ~~This code of conduct outlines our shared responsibilities and expectations.~~

~~Section 1: Respectful Conduct~~ ~~1.1. Disrespectful Personal Comments:~~ Members shall conduct themselves with civility and professionalism at all times. ~~Disparaging or disrespectful personal comments, whether in public meetings, private discussions, or any other forum, are strictly prohibited. Any further restrictions from this would violate the freedom of speech clause of the Constitution.~~

~~Section 2: Residency Requirements~~ ~~2.1. Residency Clause:~~ All members of the Somerset Village Board must reside within the village boundaries. ~~"Main residence" is defined as the primary home where a member and their family live on a regular basis. Already covered in State Statue.~~

~~Section 3: Attendance Expectations~~ ~~3.1. Attendance Clause:~~ Board members are expected to attend all regularly scheduled board meetings and important committee meetings. Absences should be communicated in advance, and reasonable efforts should be made to ensure attendance.

~~Section 4: Financial Responsibility~~ ~~4.1. Debt Settlement:~~ The village will not issue a paycheck to any individual, whether they are board members or serve in a non-paid capacity, until all outstanding debts to the village have been satisfied. ~~This clause would violate the Fair Labor Standards Act for refusing to pay someone for work done. The law provides for other avenues to seek recovery of debts owed.~~

~~Section 5: Eligibility~~ ~~5.1. Felon Disqualification:~~ Individuals with non-pardoned felony convictions are not eligible to participate in any capacity related to the Somerset Village Board. ~~Covered under State Statute.~~

~~Section 6: Repercussions for Violations~~ ~~6.1. Violation Investigation:~~ Any alleged violations of this code of conduct will be thoroughly investigated by the board as a whole.

~~6.2. Reprimand:~~ Members found to have violated this code may receive an official reprimand, which will be documented in their board record.

~~6.3. Suspension:~~ In cases of repeated or serious violations, the full board may recommend a suspension from board activities for a specified period. Requires a majority vote.

~~6.4. Removal:~~ If a member's actions significantly harm the reputation of the village or repeatedly violate this code, they may be subject to removal from the board, subject to due process.

~~6.5. Legal Action:~~ In cases involving criminal conduct or financial impropriety, legal action may be pursued, and the matter will be referred to the appropriate authorities. ~~State Statue already has provisions for due process hearings for violations of law. This language is excessive and not needed as the electorate shall be the final judge of the board members and their conduct and ability to serve the constituency within the constraints of the law.~~

~~Section 7: Review and Amendments~~ ~~7.1. Periodic Review:~~ This code of conduct will be periodically reviewed and updated as necessary by the Ethics Committee or the village board. ~~Not needed.~~

~~By adhering to this Somerset Village Board Code of Conduct~~**As Somerset Village Board Members**, we collectively commit to serving our community with integrity, respect, and dedication to its betterment. ~~Violations of this code will not be tolerated, and appropriate actions will be taken to maintain the trust and honor of our roles as village board~~

These are my proposed amendments with my explanation to the document provided by Trustee Brandon Krohn.

Strike through is to eliminate and Bold is to add. Underlined is rational as to why I propose the modification.

Somerset Village Board Code of Conduct

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6.4. Removal: If a member's actions significantly harm the reputation of the village or repeatedly violate this code, they may be subject to removal from the board, subject to due process.

6.5. Legal Action: In cases involving criminal conduct or financial impropriety, legal action may be pursued, and the matter will be referred to the appropriate authorities.

Section 7: Review and Amendments 7.1. Periodic Review: This code of conduct will be periodically reviewed and updated as necessary by the Ethics Committee or the village board.

By adhering to this Somerset Village Board Code of Conduct, we collectively commit to serving our community with integrity, respect, and dedication to its betterment. Violations of this code will not be tolerated, and appropriate actions will be taken to maintain the trust and honor of our roles as village board members.