

Regular Meeting of the Village of Somerset Board of Trustees
Village Hall, 110 Spring Street Somerset, WI 54025 | Tuesday, October 15, 2024

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

Public Hearing: Impact Fee Needs Assessment Update

- Chuck Schultz presented information pertaining to the Impact Fee Needs Assessment.

Regular Meeting Called to Order

- Called to order at 6:20 p.m.

Public Comment

- None

Approval of Agenda

- *Motion by Kern, second by Krohn to approve the agenda as presented and motion carried unanimously.*

Consent Agenda

- Kern asked to table minutes of September 23, 2024 until November meeting and to pull the Apple River Trail Design Proposal to be considered separately.
- *Motion by Kappers, second by Kern to approve the Consent Agenda including the following:*
 - *Minutes of September 17, 2024*
 - *Village, Water and Sewer Bills*
 - *Plan Commission*
 - *Conditional Use Permit Update*
 - *UPDATE Permit 96-04: Somerset Youth Hockey Association*
 - *CANCEL ICUP Permit 96-01: Float-Rite, Inc.*
 - *UPDATE Permit 98-01: Gary Haider, Coin Laundry, More 4 Complex*
 - *CANCEL Permit 98-02: Brad Paulson, Mary Goldsmith*
 - *CANCEL Permit 98-03: Subway Sandwich Restaurant*
 - *CANCEL Permit 98-04: Float-Rite Park*
 - *CANCEL Permit 99-01: Float-Rite Park*
 - *CANCEL Permit 99-03: Lakeview Memorial Hospital Association*
 - *Plat Review; Capstone Homes - Outlot 5, PINE VALE, St. Croix County, WI*
 - *Site Plan Review: Derrick Building Solutions - Lot 2 of CSM Vol. 27 Pg 3120 Doc. No. 1013035 Located in the NW ¼ of the SW 1/3 and the SW ¼ Sec 36T 31 N R19 W in the Village of Somerset, St. Croix County WI*
 - *Rezoning; Richard and Mary Gilkerson - Parcel 181-4109-06-000*
 - *Fire/Rescue Report*

Motion to approve the above consent agenda carried unanimously.

- Apple River Trail Design Proposal
 - Gunther shared information
 - MSA to create exhibits for board review
 - *Motion by Kappers, second by Garn to approve the Apple River Trail design proposal and motion carried unanimously.*

New Business

- **Discussion/Possible Approval - Ordinance Update; Impact Fee Needs Assessment**
 - Schultz clarified - 2010, 1" is 2.5x REU
 - *Motion by Kern, second by Krohn to approve and motion carried unanimously.*
- **Discussion/Possible Approval - Ordinance Violations; Directive to Village Attorney**
 - Seeking directive to Village Attorney
 - When referred to Village Attorney, it would become an agenda item
 - *Motion by Garn, second by Krohn to approve non-compliant ordinance violations, at discretion of Village staff, to escalate to Village Attorney and Village Board and motion carried unanimously.*
 - *Kern amended motion to clarify after 2 letters/contact, violations would be referred to Village Board. Second by Kappers and amended motion carried unanimously.*
- **Discussion/Possible Approval - Appointment of Election Inspectors**
 - *Motion by Kappers, second by Garn to approve the appointment of election inspectors and motion carried unanimously.*
- **Discussion/Possible Approval - Policy and procedure for updating Municode online for recent ordinance changes, maintaining up-to-date Village ordinances and compliance with legislative changes**
 - Table to November
- **Discussion/Possible Approval - Status of technology projects and consider development of a 3-5 year Village Technology Plan**
 - Table

Unfinished Business

- **Discussion/Possible Approval - Update of landowner complaints in River Hills/Aspen Dr drainage**
 - Gunther provided update. Plan for work to begin at the end of October. Pre-con meeting w/property owners prior to work beginning.

Adjourn

- *Motion by Garn, second by Kern to adjourn and motion carried unanimously. Meeting adjourned at 7:03 p.m.*

Tasia Berger, Village Clerk

Total Bills
\$1621,273.86

11/15/2024 12:21 PM

In Progress Checks - Quick Report - ALL

Page: 1

ALL Checks by Payee

ACCT

GENERAL CHECKING - FIRST NATL

Dated From: 1/01/2024

From Account:

Thru: 11/20/2024

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	11/20/2024	AG SOURCE COOP SERVICES WU/SU/LAB TESTING	504.00
	11/20/2024	ANGELA OLSON LAW CT/ATTORNEY SERVICES	312.50
	11/20/2024	BAKKE NORMAN SC ATTORNEY SERVICES	7,525.83
	11/20/2024	BOWMAR APPRAISAL INC ASSESSMENT SERVICES-4TH QUARTER	3,300.00
	11/20/2024	BOYDS OUTDOOR POWER PW/CHAINSAW TUNE-UP	240.21
	11/20/2024	CHRISMAN, CAROLYN ECON DEV/OCTOBER MARKETING	500.00
	11/20/2024	CINTAS FLOOR MATS	123.95
	11/20/2024	DIGGER'S HOTLINE WU/SU/OCTOBER LOCATES	127.40
	11/20/2024	EHLERS & ASSOCIATES 2024 CONTINUING DISCLOSURE REPORT	3,150.00
	11/20/2024	ENERGENECS INC SU/ANNUAL LIFT STATION INSPECTION	3,253.75
	11/20/2024	EO JOHNSON COMPANY COPIER & PRINTER MAINTENANCE AGREEMENT	151.00
	11/20/2024	FERGUSON WATERWORKS #2516 WU/COUPLIGNS/METERS	5,527.56
	11/20/2024	GEMPLER'S PW/UNIFORM ALLOWANCES-FOLKERT/BODLOVICK	510.89
	11/20/2024	HAWKINS INC. SU/CHEMICALS	4,069.09
	11/20/2024	HYDROCORP WU/CROSS CONNECTION CONTROL OCTOBER	1,974.00
	11/20/2024	LANDRY LANDSCAPING GRADE VILLAGE PARK RD FOR HAYRIDE EVENT	770.00
	11/20/2024	LEAGUE OF WISCONSIN MUNICIPALITIES POL/PFC WORKSHOP 11/8/24	160.00
	11/20/2024	MENARDS - HUDSON PW/CEMENT MIX	43.15
	11/20/2024	MENARDS-STILLWATER PKS/SIGN POSTS/PW/SHOP SUPPLIES	136.84

11/15/2024 12:21 PM

In Progress Checks - Quick Report - ALL

Page: 2

ALL Checks by Payee

ACCT

GENERAL CHECKING - FIRST NATL

Dated From: 1/01/2024

From Account:

Thru: 11/20/2024

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	11/20/2024	MSA PROFESSIONAL SERVICES INC PROFESSIONAL SERVICES	20,686.78
	11/20/2024	NEO ELECTRICAL SOLUTIONS LLC WELL 5 VFD REPLACEMENT	24,313.48
	11/20/2024	RASKA SEWER SERVICE PORTABLES AT DISC GOLF	172.50
	11/20/2024	SHORT ELLIOTT HENDRICKSON INC PW/TAP GRANT DESIGN	3,153.54
	11/20/2024	SOMERSET COLLISION AND COATINGS LLC POL/WINDSHIELD CHIP FILL SQUAD CAR	75.00
	11/20/2024	SOMERSET SENIOR CENTER 2024 DONATION	500.00
	11/20/2024	SOMERSET UTILITIES WATER/SEWER SERVICES	8,651.14
	11/20/2024	ST CROIX COUNTY HIGHWAY DEPT PW/SPRAY PATCHING	5,135.28
	11/20/2024	STATE OF WISCONSIN COURT FINES & SURCHARGES OCTOBER COURT	1,148.79
	11/20/2024	TAPCO PW/NO PARKING SIGNS	151.00
	11/20/2024	TECH SALES CO SU/LAB SUPPLIES	250.00
	11/20/2024	TF INSPECTION AGENCY LLC OCTOBER BUILDING PERMITS	6,135.00
	11/20/2024	TRANSUNION RISK AND ALTERNATIVE CT/OCTOBER SEARCHES	75.00
	11/20/2024	TRI STATE BOBCAT INC PW/TOOLCAT REPAIRS	3,109.47
		Grand Total	105,937.15

GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 10/17/2024 From Account:
Thru: 11/15/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
62728	10/30/2024	ABT MAILCOM UTILITY BILLING	1,074.14
62729	10/30/2024	FNC BANK DEBT/2020A GO NOTE SUNRISE DR IMPROV	57,060.00
62730	10/30/2024	GULBRANSON, MAURY REFUND UTILITY OVERPAYMENT	5.66
62731	10/30/2024	HAKES WELLNESS SOLUTIONS LLC POL/WELLNESS VISIT	100.00
62732	10/30/2024	HUDSON HOSPITAL POL/TESTING	55.00
62733	10/30/2024	J & S GENERAL CONTRACTING LOCATE UTILITY CASINGS-HWY 64	1,925.00
62734	10/30/2024	LEE, TODD REFUND UTILITY OVERPAYMENT	24.03
62735	10/30/2024	MIDWEST NATURAL GAS INC. SEPTEMBER NATURAL GAS SERVICES	302.61
62736	10/30/2024	SKARET, NICHOLAS REFUND UTILITY OVERPAYMENT	54.73
62737	10/30/2024	SPARTAN QUICK SERVICE POL/2016 SQUAD BATTERY	259.59
62738	10/30/2024	VERIZON WIRELESS PW/PKS/WU/SU/CELLPHONE CHARGES	520.64
62739	10/30/2024	WI DEPT OF JUSTICE - TIME POL/TIME SYSTEM ACCESS	269.25
62740	10/30/2024	WISCONSIN DNR SU/DISINFECTION EXAM	25.00
62741	11/06/2024	AG SOURCE COOP SERVICES WU/SU/LAB TESTING	1,464.50
62742	11/06/2024	AMERICAN PEST SOLUTIONS VILLAGE HALL PEST CONTROL SERVICES	115.89
62743	11/06/2024	B & J HARDWARE LLC OCTOBER PURCHASES	1,195.27
62744	11/06/2024	BAILLARGEON, LAVONNE ELECTION INSPECTOR HOURS	212.50
62745	11/06/2024	BAKKE NORMAN SC GEN & CT/ATTORNEY SERVICES	3,609.50
62746	11/06/2024	BERGER, MARCUS ELECTION INSPECTOR HOURS-REGISTRATION	312.50

11/15/2024 12:23 PM

Reprint Check Register - Quick Report - ALL

Page: 2
ACCT

GENERAL CHECKING - FIRST NATL

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Posted From: 10/17/2024 From Account:
Thru: 11/15/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
62747	11/06/2024	BOND TRUST SERVICES CORPORATION DEBT/ 2023A GO BOND REF #341694	209,450.00
62748	11/06/2024	C & A LAWN CARE LLC PKS/FALL FIELD MAINTENANCE	590.00
62749	11/06/2024	CLARK, RENEE ELECTION INSPECTOR HOURS-REGISTRATION	150.00
62750	11/06/2024	COSSIN, GWEN ELECTION INSPECTOR HOURS	262.50
62751	11/06/2024	DAREL L. HALL ANIMAL CONTROL SERVICES	97.78
62752	11/06/2024	DUNLEAP, KYM ELECTION INSPECTOR HOURS	431.25
62753	11/06/2024	EKSTRAND, EVAN ELECTION INSPECTOR HOURS	212.50
62754	11/06/2024	EO JOHNSON COMPANY COPIER LEASE	107.10
62755	11/06/2024	FORSBERG, PATTIE JO ELECTION INSPECTOR HOURS-CHIEF	315.00
62756	11/06/2024	GAVIN-HUBBARD, LORI ELECTION INSPECTOR HOURS	193.75
62757	11/06/2024	GRANGER, MARLA ELECTION INSPECTOR HOURS	375.00
62758	11/06/2024	GUARDIAN SUPPLY POL/UNIFORM ALLOWANCE - COOPER	137.98
62759	11/06/2024	HARDEGGER, JOANN ELECTION INSPECTOR HOURS	218.75
62760	11/06/2024	HEINTZ, COLLEEN ELECTION INSPECTOR HOURS	150.00
62761	11/06/2024	J & S GENERAL CONTRACTING MAIN STREET UTILITY WORK	55,742.00
62762	11/06/2024	JOHNSON FORD POL/2019 & 2020 SQUAD MAINTENANCE	895.75
62763	11/06/2024	JOHNSON, MARY BETH ELECTION INSPECTOR HOURS	193.75
62764	11/06/2024	KIES, CAROL ELECTION INSPECTOR HOURS	187.50
62765	11/06/2024	KOEHLER, PEGGY ELECTION INSPECTOR HOURS	187.50

11/15/2024 12:23 PM

Reprint Check Register - Quick Report - ALL

Page: 3
ACCT

GENERAL CHECKING - FIRST NATL

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Posted From: 10/17/2024 From Account:
Thru: 11/15/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
62766	11/06/2024	LOGISTICS RECYCLING INC GEN/SHRED BIN RENTAL	10.00
62767	11/06/2024	NOACK, AMANDA ELECTION INSPECTOR HOURS	262.50
62768	11/06/2024	NORTHWEST COMMUNICATIONS TELEPHONE EXPENSE	1,414.17
62769	11/06/2024	NORTHWOOD TECHNICAL COLLEGE - RICE LAKE POL/TRAINING	700.00
62770	11/06/2024	O'ROURKE MEDIA GROUP IMPACT FEE ORDINANCE	413.70
62771	11/06/2024	OLSON SANITATION LLC OCTOBER REFUSE & RECYCLING	21,757.00
62772	11/06/2024	SCHOTTLER, SHERRILL ELECTION INSPECTOR HOURS	212.50
62773	11/06/2024	ST CROIX COUNTY HIGHWAY DEPT PW/SPRAY PATCH	5,272.44
62774	11/06/2024	SYKORA, MICHAEL ELECTION INSPECTOR HOURS	200.00
62775	11/06/2024	TRIPLE TIRE PW/LOADER TIRE REPAIR	405.52
62776	11/06/2024	VANASSE, NANCY ELECTION INSPECTOR HOURS	212.50
62777	11/06/2024	WATTERS, KATHY ELECTION INSPECTOR HOURS	193.75
62778	11/06/2024	WEST CENTRAL WISCONSIN BIOSOLIDS FACILITY SU/MONTHLY SERVICES	7,712.30
62779	11/06/2024	WINDOLFF, KATHY ELECTION INSPECTOR HOURS-REGISTRATION	150.00
62780	11/06/2024	WISCONSIN PROFESSIONAL POLICE ASSOC NOVEMBER UNION DUES	222.50
62781	11/13/2024	R & R WASTE SYSTEMS CLEANING INC JETTING/TELEVISIONING SEWER	9,779.70
62782	11/13/2024	ST CROIX COUNTY TREASURER OCTOBER COURT/MFL	429.68
WIRE 103024	10/30/2024	WI ENVIRONMENTAL IMPROVEMENT FUND	37,012.30
	Manual Check	DEBT/SDW & CWF LOAN PAYMENTS	
EFT 101824-1	10/18/2024	FEDERAL TAX PYMT	12,347.84
	Manual Check	FEDERAL TAX DEPOSIT	

11/15/2024 12:23 PM

Reprint Check Register - Quick Report - ALL

Page: 4

ACCT

GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 10/17/2024 From Account:

Thru: 11/15/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFT 101824-2	10/18/2024	HSA BANK	1,366.24
	Manual Check	EMPLOYEE CONTRIBUTIONS	
EFT 101824-3	10/18/2024	KWIK TRIP INC	882.16
	Manual Check	POL/PW/SU/GASOLINE CHARGES	
EFT 101824-4	10/18/2024	WISCONSIN DEFERRED COMP PROGRAM	1,906.00
	Manual Check	EMPLOYEE CONTRIBUTIONS	
EFT 101824-5	10/18/2024	WISCONSIN DEPT OF REVENUE	2,223.02
	Manual Check	STATE TAX DEPOSIT 10/1/24-10/15/24	
EFT 102324-1	10/23/2024	WISCONSIN RETIREMENT SYSTEM	20,041.96
	Manual Check	SEPTEMBER RETIREMENT	
EFT 102824-1	10/28/2024	XCEL ENERGY	17.66
	Manual Check	ELECTRIC EXPENSE	
EFT 102824-2	10/28/2024	HSA BANK	25.00
	Manual Check	SEPTEMBER ACCOUNT FEES	
EFT 102924-1	10/29/2024	XCEL ENERGY	122.75
	Manual Check	ELECTRIC EXPENSE	
EFT 103024-1	10/30/2024	BP BUSINESS SOLUTIONS	277.67
	Manual Check	POL/PW/PKS/GASOLINE CHARGES	
EFT 103024-2	10/30/2024	WISCONSIN DEPT OF REVENUE	166.67
	Manual Check	WITHHOLDING	
EFT 103024-3	10/30/2024	XCEL ENERGY	21.26
	Manual Check	ELECTRIC EXPENSE	
EFT 110124-1	11/01/2024	DELTA DENTAL OF WISCONSIN	1,861.77
	Manual Check	NOVEMBER DENTAL INSURANCE	
EFT 110124-2	11/01/2024	FEDERAL TAX PYMT	13,291.72
	Manual Check	FEDERAL TAX DEPOSIT	
EFT 110124-3	11/01/2024	HEALTH PARTNERS	29,861.76
	Manual Check	NOVEMBER HEALTH INSURANCE PREMIUMS	
EFT 110124-4	11/01/2024	HSA BANK	1,366.24
	Manual Check	EMPLOYEE CONTRIBUTIONS	
EFT 110124-5	11/01/2024	PRINCIPAL LIFE INSURANCE CO	98.99
	Manual Check	NOVEMBER LIFE INSURANCE PREMIUMS	
EFT 110124-6	11/01/2024	WISCONSIN DEFERRED COMP PROGRAM	1,982.18
	Manual Check	EMPLOYEE CONTRIBUTIONS	
EFT 110124-7	11/01/2024	WISCONSIN DEPT OF REVENUE	2,172.20
	Manual Check	STATE TAX DEPOSIT 10/16/24-10/31/24	
EFT 110524-1	11/05/2024	XCEL ENERGY	64.90
	Manual Check	ELECTRIC EXPENSE	

11/15/2024 12:23 PM

Reprint Check Register - Quick Report - ALL

Page: 5
ACCT

GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 10/17/2024 From Account:
Thru: 11/15/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFT 110624-1	11/06/2024	AFLAC	388.66
	Manual Check	EMPLOYEE PREMIUMS	
EFT 110624-2	11/06/2024	VERIZON WIRELESS-VSAT	5.58
	Manual Check	MODEM SERVICE	
Grand Total			515,336.71

11/15/2024 12:23 PM

Reprint Check Register - Quick Report - ALL

Page: 6
ACCT

GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 10/17/2024 From Account:
Thru: 11/15/2024 Thru Account:

	Amount
Total Expenditure from Fund # 100 - VILLAGE GENERAL FUND	131,806.86
Total Expenditure from Fund # 230 - IMPACT FEE FUND	413.70
Total Expenditure from Fund # 320 - DEBT SERVICE FUND	303,522.30
Total Expenditure from Fund # 430 - TAX INCREMENTAL DISTRICT #5	1,925.00
Total Expenditure from Fund # 470 - CAPITAL IMPROVEMENTS	9,104.00
Total Expenditure from Fund # 610 - WATER UTILITY FUND	24,455.10
Total Expenditure from Fund # 620 - SEWER UTILITY FUND	44,109.75
Total Expenditure from all Funds	515,336.71



Community Development

1101 Carmichael Road | Hudson WI 54016
Telephone: 715-386-4680 | Fax: 715-386-4686
www.sccwi.gov

November 1, 2024

Electronic Transmittal Only

Plat Review, Department of Administration
101 E Wilson St, 9th Floor
Madison, WI 53703

RE: Municipal Plats for Subdivisions

To Whom It May Concern:

On October 22nd, 2024, Community Development received a copy of the following plat as an objecting authority for municipal plats in St. Croix County:

Somerset Commerce Center
Village of Somerset, St. Croix County, Wisconsin

On November 1st, 2024, Staff completed the review of the above-named plat and have found there to be no issues with this proposed plat.

If there are any questions, please feel free to contact me via the information below.

Respectfully,

Kelly Becker
Land Use Planner

Cc: File

Ec: plat.review@wisconsin.gov Plat Review, WI Dept of Administration
epierce@msa-ps.com Project Surveyor
rgunther@villageofsomerset.us Village of Somerset

SOMERSET COMMERCE CENTER

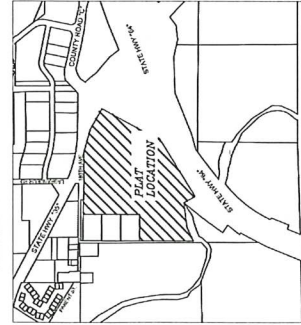
LOCATED IN PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 3 AND NW 1/4 OF THE NW 1/4 OF SECTION 2, ALL IN TOWNSHIP 30 NORTH, RANGE 19 WEST, VILLAGE OF SOMERSET, ST. CROIX COUNTY, WISCONSIN; BEING LOT 1 OF CSM VOLUME 33, PAGE 7281, DOCUMENT NUMBER 1169973.

CURRENT OWNER AND SUBDIVIDER:
VILLAGE OF SOMERSET
SOMERSET, WI 54025

SUBDIVISOR:
MSA PROFESSIONAL SERVICES, INC.
221 PLAZA BOULEVARD E SUITE 420
RHEINLANDER, WI 54050

ENGINEER:
MSA PROFESSIONAL SERVICES, INC.
221 PLAZA BOULEVARD E SUITE 420
RHEINLANDER, WI 54050

PROPOSED ZONING:
MULTIPLE DWELLING RESIDENCE (R-3)
CITY OF SOMERSET
MULTIPLE DWELLING RESIDENCE (R-3)
VILLAGE OF SOMERSET EXISTING ZONING:
AGRICULTURAL (A-1)



VICINITY MAP
NOT TO SCALE



Line #	Length	Direction
L1	5.11	S89°20'41"E
L2	0.76	S89°20'41"E
L3	35.59	S29°15'39"W
L4	32.08	S84°15'44"E
L5	100.79	S89°49'04"E
L6	17.35	N45°24'49"W
L7	110.85	S88°35'58"E

CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CH. BEARING	CH. DIST.	TAN IN	TAN OUT
C1	188.07	125.00	80°00'00"	S18°30'00"E	199.87	500.4042"E	S29°20'00"W
C2	208.74	100.00	80°00'00"	S18°30'00"E	208.00	500.4042"E	S29°20'00"W
C3	254.81	200.00	90°00'00"	S51°34'45"W	248.60	S29°24'20"W	S79°45'00"W
C4	243.70	200.00	63°00'00"	S50°05'28"W	231.46	S29°24'20"W	S89°33'00"W
C5	66.57	200.00	13°00'00"	S80°10'17"W	66.37	S89°42'00"W	S89°33'00"W
C6	194.74	200.00	21°00'00"	S79°21'48"W	194.15	S89°33'00"W	S89°33'00"W
C7	123.19	215.00	32°34'00"	S73°30'37"W	120.00	S89°33'00"W	S57°16'44"W
C8	52.29	200.00	10°24'00"	S67°26'42"W	52.29	S89°33'00"W	S57°16'44"W
C9	79.30	100.00	47°24'00"	S57°42'39"W	77.20	S57°42'39"W	S57°16'44"W
C10	3.64	200.00	0°47'00"	S57°42'39"W	3.64	S57°42'39"W	S57°16'44"W
C11	103.25	215.00	33°00'00"	S74°09'17"W	103.47	N89°01'07"W	S57°16'44"W
C12	187.25	200.00	30°00'00"	S74°09'17"W	184.89	N89°01'07"W	S57°16'44"W
C13	87.15	215.00	20°12'00"	N10°07'40"E	86.30	N89°01'07"E	N89°15'00"E
C14	43.82	100.00	29°07'00"	S79°54'37"E	43.51	S89°24'41"E	S64°16'44"E



WORKED BY: MSA PROFESSIONAL SERVICES, INC.
DATE: 11/11/2024
PROJECT: SOMERSET COMMERCE CENTER

SCALE: 1"=100'

MSA
ENGINEERING | ARCHITECTURE | SURVEYING
11111 111TH AVE
RHEINLANDER, WI 54050
(715) 382-3244 www.msa-pj.com

The St. Croix County Community Development Department

has no objection to this plat.

Patricia Beckus
Land Use and Conservation Specialist

11/11/2024
Date

SOMERSET COMMERCE CENTER

LOCATED IN PART OF THE NE 1/4 OF THE NE 1/4, SECTION 3 AND NW 1/4 OF THE NW 1/4 OF SECTION 2, ALL IN TOWNSHIP 30 NORTH, RANGE 19 WEST, VILLAGE OF SOMERSET, ST. CROIX COUNTY, WISCONSIN; BEING LOT 1 OF CSM VOLUME 33, PAGE 7281, DOCUMENT NUMBER 1169973.

SURVEYORS CERTIFICATE

I, EMILY K. PIERCE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 238 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE VILLAGE OF SOMERSET, WISCONSIN, AND UNDER THE DIRECTION OF THE COMMON COUNCIL OF THE VILLAGE OF SOMERSET, WISCONSIN, I HAVE SURVEYED, DIVIDED, AND MAPPED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED; AND THAT THIS LAND IS PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 19 WEST, VILLAGE OF SOMERSET, ST. CROIX COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 OF CSM 33-7821, RECORDED IN VOLUME 33, AT PAGE 7281 AS DOCUMENT #1169973, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 19 WEST, VILLAGE OF SOMERSET, ST. CROIX COUNTY, WISCONSIN.

SAD PARCEL CONTAINS 1.711781 SQUARE FEET OR 39.30 ACRES MORE OR LESS TOTAL AND 1,540,440 SQUARE FEET OR 35.38 ACRES MORE OR LESS MINUS RIGHT-OF-WAY.

DATED THIS 27TH DAY OF SEPTEMBER, 2024

EMILY K. PIERCE

PROFESSIONAL LAND SURVEYOR #5-2728



OWNER'S CERTIFICATE - VILLAGE OF SOMERSET

I, TASIA BERGER, BEING THE DULY APPOINTED, QUALIFIED, AND ACTING VILLAGE CLERK OF THE VILLAGE OF SOMERSET, DO HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COMMON COUNCIL OF THE VILLAGE OF SOMERSET, ST. CROIX COUNTY, WISCONSIN AND FURTHER CERTIFY THAT CONDITIONS OF SAID APPROVAL WERE FULFILLED ON THE ____ DAY OF ____, 2024.

IN WITNESS WHEREOF, THE VILLAGE OF SOMERSET HAS CAUSED THESE DOCUMENTS TO BE SIGNED BY THEIR REPRESENTATIVE THIS ____ DAY OF ____, 2024.

ROBERT GUNTHER, PUBLIC WORKS/
ECONOMIC DEVELOPMENT DIRECTOR

STATE OF WISCONSIN) SS
ST. CROIX COUNTY)

PERSONALLY CAME BEFORE ME ON THIS ____ DAY OF ____, 2024.

THE ABOVE NAMED _____, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, COUNTY, STATE _____

MY COMMISSION EXPIRES _____

VILLAGE OF SOMERSET APPROVAL CERTIFICATE

I, TASIA BERGER, BEING THE DULY APPOINTED, QUALIFIED, AND ACTING VILLAGE CLERK OF THE VILLAGE OF SOMERSET, DO HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COMMON COUNCIL OF THE VILLAGE OF SOMERSET, ST. CROIX COUNTY, WISCONSIN AND FURTHER CERTIFY THAT CONDITIONS OF SAID APPROVAL WERE FULFILLED ON THE ____ DAY OF ____, 2024.

RESOLUTION NO. _____

TASIA BERGER, VILLAGE CLERK

VILLAGE OF SOMERSET TREASURER CERTIFICATE

I, ANDREA OTTO, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF THE VILLAGE OF SOMERSET, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF

THE ____ DAY OF ____, 2024.
ON ANY OF THE LAND IN SOMERSET COMMERCE CENTER.

ANDREA OTTO, VILLAGE TREASURER

ST. CROIX COUNTY TREASURER 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 UNDETERMINED TAX SALES AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF

THE ____ DAY OF ____, 2024.
ON ANY OF THE LAND IN SOMERSET COMMERCE CENTER.

DENISE ANDERSON, COUNTY TREASURER

ST. CROIX COUNTY REGISTER OF DEEDS CERTIFICATE

RECEIVED FOR RECORDING THIS ____ DAY OF ____, 2024 AT ____ O'CLOCK ____ M.

AND RECORDED IN VOLUME ____ OF PLATS AT DANE COUNTY ON PAGES ____ AS DOCUMENT NO. _____

BETH PABST, REGISTER OF DEEDS
ST. CROIX COUNTY, WISCONSIN

PRELIMINARY PLAT OF SOMERSET COMMERCE CENTER

LOCATED IN PART OF THE NE 1/4 OF THE NE 1/4, SECTION 3 AND NW 1/4 OF THE NW 1/4 OF SECTION 2, ALL IN TOWNSHIP 30 NORTH, RANGE 19 WEST, VILLAGE OF SOMERSET, ST. CROIX COUNTY, WISCONSIN; BEING LOT 1 OF CSM VOLUME 33, PAGE 7281, DOCUMENT NUMBER 1169973.

CURRENT OWNER AND SUBDIVIDER:
VILLAGE OF SOMERSET
110 SPRING STREET,
SOMERSET, WI 54025

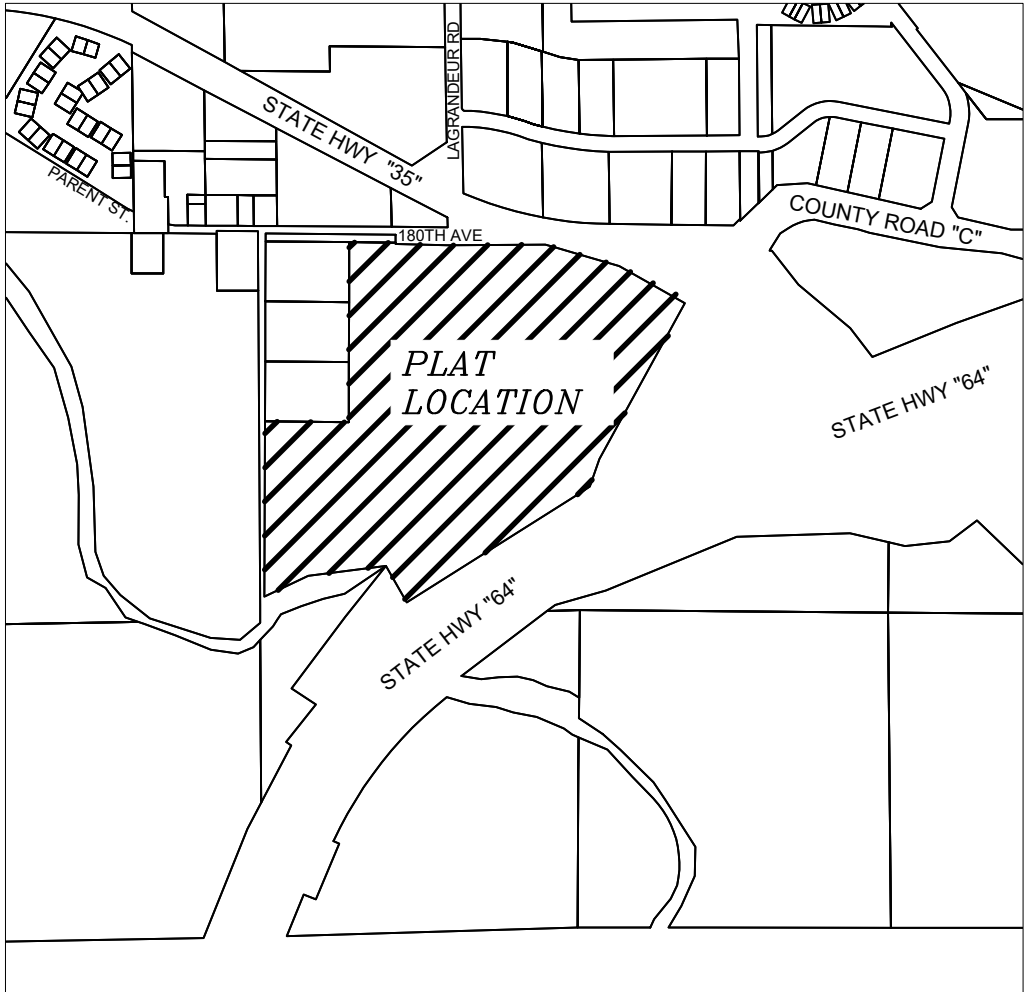
SURVEYOR:
EMILY K. PIERCE, PLS
MSA PROFESSIONAL SERVICES, INC.
1835 NORTH STEVENS STREET
RHINELANDER, WI 54501

ENGINEER:
MSA PROFESSIONAL SERVICES, INC.
60 PLATO BOULEVARD E. SUITE 420
ST. PAUL, MN 55107

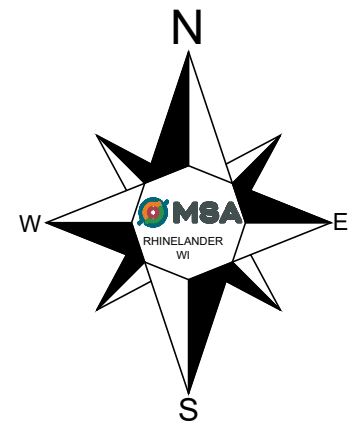
PROPOSED ZONING:
LOTS 1
MULTIPLE DWELLING RESIDENCE (R-3)

OUTLOTS 1-4
MULTIPLE DWELLING RESIDENCE (R-3)

VILLAGE OF SOMERSET EXISTING ZONING:
AGRICULTURAL (A-1)



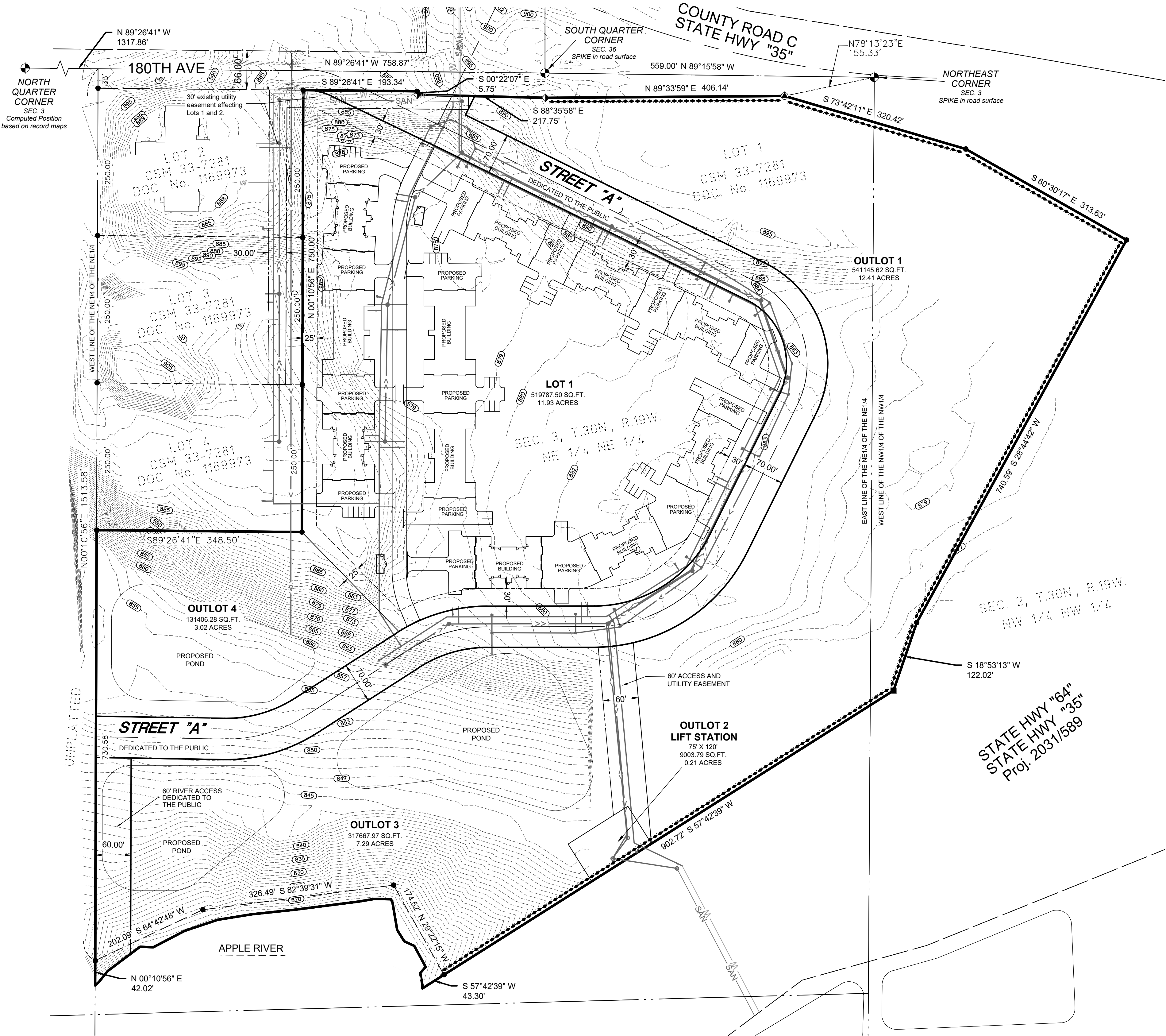
VICINITY MAP
NOT TO SCALE



BEARINGS REFERENCES TO ST. CROIX COUNTY
COORDINATE SYSTEM, NAD83(2011) WITH THE
SOUTH LINE OF THE SOUTHWEST QUARTER OF
SECTION 36 BEARING S89°26'41"E.

- LEGEND**
- 3/4" Dia. Iron Rod Found
 - 0.75" R/W Iron Rod Found
 - 3" Alum R/W Disk
 - Stone Monument Found
 - (XXX) Previously Recorded As
 - USPLS Monument of Record Found as Noted
 - No Access per R/W Plat 1559-08-22 STH 64

- SUBDIVISION BOUNDARY
- LOT LINE/RIGHT-OF-WAY
- EASEMENT LINE
- SECTION / 1/4 SECTION LINE
- CENTERLINE
- PREVIOUS SURVEY



ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1835 North Stevens St. Rhineland, WI 54501
(715) 362-3244 www.msa-ps.com

© MSA Professional Services, Inc.

PRELIMINARY PLAT OF SOMERSET COMMERCE CENTER

LOCATED IN PART OF THE NE 1/4 OF THE NE 1/4, SECTION 3 AND NW 1/4 OF THE NW 1/4 OF SECTION 2, ALL IN TOWNSHIP 30 NORTH, RANGE 19 WEST, VILLAGE OF SOMERSET, ST. CROIX COUNTY, WISCONSIN; BEING LOT 1 OF CSM VOLUME 33, PAGE 7281, DOCUMENT NUMBER 1169973.

SURVEYORS CERTIFICATE

I, EMILY K. PIERCE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE VILLAGE OF SOMERSET, WISCONSIN, AND UNDER THE DIRECTION OF THE VILLAGE OF SOMERSET, THE PLAT OF SOMERSET COMMERCE CENTER HAS BEEN SURVEYED, DIVIDED, AND MAPPED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED; AND THAT THIS LAND IS PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 19 WEST, VILLAGE OF SOMERSET, ST. CROIX COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1 OF CSM 33-7821, RECORDED IN VOLUME 33, AT PAGE 7281 AS DOCUMENT #1169973, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, AND THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 30 NORTH, RANGE 19 WEST, VILLAGE OF SOMERSET, ST. CROIX COUNTY, WISCONSIN.

SAID PARCEL CONTAINS 1,711,781 SQUARE FEET OR 39.30 ACRES MORE OR LESS TOTAL AND 1,540,440 SQUARE FEET OR 35.36 ACRES MORE OR LESS MINUS RIGHT-OF-WAY.

DATED THIS 27TH DAY OF SEPTEMBER, 2024

EMILY K. PIERCE
PROFESSIONAL LAND SURVEYOR #S-2728

OWNER'S CERTIFICATE - VILLAGE OF SOMERSET
THE VILLAGE OF SOMERSET, AS OWNER, DOES HEREBY CERTIFY THAT SAID OWNER HAS CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED HEREON. SAID OWNER FURTHER CERTIFIES THAT THIS PLAT IS REQUIRED BY S. 236.10 OR S. 236.12 WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: THE ST. CROIX COUNTY COMMUNITY DEVELOPMENT DEPARTMENT, THE WISCONSIN DEPARTMENT OF ADMINISTRATION AND THE VILLAGE OF SOMERSET.

IN WITNESS WHEREOF, THE VILLAGE OF SOMERSET HAS CAUSED THESE DOCUMENTS TO BE SIGNED BY THEIR REPRESENTATIVE THIS ____ DAY OF _____, 2024.

ROBERT GUNTHER, PUBLIC WORKS/
ECONOMIC DEVELOPMENT DIRECTOR

STATE OF WISCONSIN) SS
DANE COUNTY)

PERSONALLY CAME BEFORE ME ON THIS ____ DAY OF _____, 2024.

THE ABOVE NAMED _____, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, _____ MY COMMISSION EXPIRES
COUNTY, STATE

VILLAGE OF SOMERSET APPROVAL CERTIFICATE

I, TASIA BERGER, BEING THE DULY APPOINTED, QUALIFIED, AND ACTING VILLAGE CLERK OF THE VILLAGE OF SOMERSET, DO HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE COMMON COUNCIL OF THE VILLAGE OF SOMERSET, ST. CROIX COUNTY, WISCONSIN AND FURTHER CERTIFY THAT CONDITIONS OF SAID APPROVAL WERE FULFILLED ON

THE ____ DAY OF _____, 2024.
RESOLUTION NO. _____

TASIA BERGER, VILLAGE CLERK

VILLAGE OF SOMERSET TREASURER CERTIFICATE

I, ANDREA OTTO, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF THE VILLAGE OF SOMERSET, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF

THE ____ DAY OF _____, 2024
ON ANY OF THE LAND IN SOMERSET COMMERCE CENTER.

ANDREA OTTO, VILLAGE TREASURER

ST. CROIX COUNTY TREASURER CERTIFICATE

I, DENISE ANDERSON, BEING THE DULY ELECTED, QUALIFIED, AND ACTING TREASURER OF THE COUNTY OF ST. CROIX, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF

THE ____ DAY OF _____, 2024
ON ANY OF THE LAND IN SOMERSET COMMERCE CENTER.

DENISE ANDERSON, COUNTY TREASURER

ST. CROIX COUNTY REGISTER OF DEEDS CERTIFICATE

RECEIVED FOR RECORDING THIS ____ DAY OF _____, 2024 AT
____ O'CLOCK __.M.
AND RECORDED IN VOLUME ____ OF PLATS AT DANE COUNTY ON PAGES
____ AS DOCUMENT NO. _____.

BETH PABST, REGISTER OF DEEDS
ST. CROIX COUNTY, WISCONSIN



60 Plato Blvd E. Suite 420
St. Paul, MN 55107
612.548.3132

www.msa-ps.com

November 7, 2024

Mike Kappers, Village President
Village of Somerset
110 Spring Street
Somerset, WI 54025

Re: TID 5 Lift Station & Utility Extension
Village of Somerset

Dear Mr. Kappers:

Upon review of the bids received on October 18, 2024, for the above-referenced project, it was found that they were submitted by qualified contractors. It is our recommendation that the low responsive bidder listed below be accepted and the award made at your next meeting.

Haas Sons, Inc.
203 Birch Street
Thorp, WI 54724

Bid Amount \$869,605.50

Please execute the enclosed Notice of Award for the contract. Once the form is signed, please email a copy back to smarcott@msa-ps.com. After receiving the executed copy, we will forward one copy of the Notice of Award and the remaining contract package to the Contractor.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in black ink, appearing to read "Chase Przybylski", is written over a faint, larger version of the same signature.

Chase Przybylski
Project Engineer

smm
Enc.

NOTICE OF AWARD

Date of Issuance: November 19, 2024

Owner: Village of Somerset

Owner's Contract No.:

Engineer: MSA Professional Services, Inc

Engineer's Project No.:08783111

Contract: Village of Somerset - TID 5 Lift Station & Utility Extension

Bidder: Haas Sons, Inc.

Bidder's Address: 203 Birch Street, Thorp, WI 54724

You are notified that your Bid dated October 18, 2024, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for TID 5 Lift Station & Utility Extension.

The Contract Price of your Contract is Eight-Hundred-Sixty-Nine Thousand; Six-Hundred-Five dollars and 50/100 Dollars (\$869,605.50). Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **one** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **N/A**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Village of Somerset

By (*signature*): _____

Name (printed): _____

Title: _____

Copy to Engineer

TID 5 Lift Station & Utility Extension (#9297858)
Owner: Village of Somerset
Solicitor: MSA Professional Services - St Paul
10/18/2024 11:00 AM CDT

		Haas Sons, Inc.			Total Excavating LLC.		Tri-City Contractors, Inc.		Pember Companies, Inc.		Minger Construction Co. Inc.		A-1 Excavating LLC	
Section	Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SCHEDULE 1.0 - SITE														
	1	Mobilization	LS	1	\$20,760.00	\$20,760.00	\$35,000.00	\$35,000.00	\$70,000.00	\$70,000.00	\$29,100.00	\$29,100.00	\$125,000.00	\$125,000.00
	2	Clearing & Grubbing	AC	0.3	\$9,000.00	\$2,700.00	\$20,594.15	\$6,178.25	\$8,000.00	\$2,400.00	\$10,000.00	\$3,000.00	\$10,000.00	\$3,000.00
	3	Salvage & Reinstall Rip-Rap	SY	100	\$34.00	\$3,400.00	\$50.00	\$5,000.00	\$40.00	\$4,000.00	\$39.50	\$3,950.00	\$19.82	\$1,982.00
	4	Unclassified Excavation	CY	7000	\$2.25	\$15,750.00	\$3.25	\$22,750.00	\$9.00	\$63,000.00	\$8.55	\$59,850.00	\$4.22	\$29,540.00
	5	Base Aggregate Dense 1 1/4-Inch	TON	300	\$18.50	\$5,550.00	\$20.00	\$6,000.00	\$32.00	\$9,600.00	\$34.30	\$10,290.00	\$38.44	\$11,532.00
	6	Erosion and Sediment Control	LS	1	\$1.00	\$1.00	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
	7	Silt Fence	LF	1800	\$2.20	\$3,960.00	\$2.25	\$4,050.00	\$3.50	\$6,300.00	\$2.65	\$4,770.00	\$2.78	\$5,004.00
	8	Sediment Bale Barrier	LF	200	\$12.00	\$2,400.00	\$4.40	\$880.00	\$6.00	\$1,200.00	\$10.00	\$2,000.00	\$16.69	\$3,338.00
	9	Topsoil Placement & Grading	SY	15000	\$1.00	\$15,000.00	\$0.75	\$11,250.00	\$0.01	\$150.00	\$1.50	\$22,500.00	\$0.61	\$9,150.00
	10	Erosion Mat, Class I, Type B, Urban	SY	5000	\$1.95	\$9,750.00	\$1.58	\$7,900.00	\$3.00	\$15,000.00	\$2.20	\$11,000.00	\$2.78	\$13,900.00
	11	Seed & Fertilizer (WisDOT Mix 20)	SY	15000	\$0.85	\$12,750.00	\$1.50	\$22,500.00	\$0.45	\$6,750.00	\$1.40	\$21,000.00	\$1.34	\$20,100.00
	12	Seed, Fertilize & Mulch (WisDOT Seed Mix 40)	SY	550	\$3.95	\$2,172.50	\$2.00	\$1,100.00	\$1.60	\$880.00	\$2.15	\$1,182.50	\$1.67	\$918.50
	13	Dewatering	LS	1	\$1.00	\$1.00	\$0.00	\$0.00	\$500.00	\$500.00	\$1.00	\$1.00	\$0.01	\$0.01
	14	Utility Line Opening (ULO)	EA	4	\$500.00	<u>\$2,000.00</u>	\$10,000.00	<u>\$40,000.00</u>	\$100.00	<u>\$400.00</u>	\$1,000.00	<u>\$4,000.00</u>	\$1,012.43	<u>\$4,049.72</u>
						\$96,194.50		\$167,608.25		\$180,680.00		\$174,643.50		\$232,514.23
														\$178,575.00
SCHEDULE 2.0 - SANITARY SEWER														
	15	Forcemain, DIP CL52, 8-Inch	LF	100	\$155.00	\$15,500.00	\$130.00	\$13,000.00	\$121.00	\$12,100.00	\$140.00	\$14,000.00	\$95.98	\$9,598.00
	16	Sanitary Sewer, PVC SDR-26, 10-Inch	LF	90	\$77.00	\$6,930.00	\$80.00	\$7,200.00	\$215.00	\$19,350.00	\$110.00	\$9,900.00	\$218.70	\$19,683.00
	17	Sanitary Sewer, HDPE DR17, 10-Inch	LF	320	\$90.00	\$28,800.00	\$130.00	\$41,600.00	\$85.00	\$27,200.00	\$105.00	\$33,600.00	\$172.16	\$55,091.20
	18	Sanitary Sewer, PVC C900, 12-Inch	LF	25	\$102.00	\$2,550.00	\$100.00	\$2,500.00	\$253.00	\$6,325.00	\$246.00	\$6,150.00	\$468.69	\$11,717.25
	19	Sanitary Sewer Manhole, 48-Inch, Complete	EA	3	\$7,100.00	\$21,300.00	\$8,200.00	\$24,600.00	\$13,600.00	\$40,800.00	\$9,050.00	\$27,150.00	\$10,532.18	\$31,596.54
	20	Structure Marker	EA	6	\$200.00	\$1,200.00	\$300.00	\$1,800.00	\$200.00	\$1,200.00	\$90.00	\$540.00	\$56.44	\$338.64
	21	Lift Station	LS	1	\$584,311.00	<u>\$584,311.00</u>	\$570,900.00	<u>\$570,900.00</u>	\$635,900.00	<u>\$635,900.00</u>	\$750,000.00	<u>\$750,000.00</u>	\$754,612.71	<u>\$754,612.71</u>
						\$660,591.00		\$661,600.00		\$742,875.00		\$841,340.00		\$882,637.34
														\$967,230.00
ALLOWANCE														
	22	Utility Allowance	LS	1	\$20,000.00	<u>\$20,000.00</u>	\$20,000.00	<u>\$20,000.00</u>	\$20,000.00	<u>\$20,000.00</u>	\$20,000.00	<u>\$20,000.00</u>	\$20,000.00	<u>\$20,000.00</u>
						\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00		\$20,000.00
SCHEDULE 3.0 - WATERMAIN														
	23	Hydrant	EA	2	\$5,750.00	\$11,500.00	\$9,000.00	\$18,000.00	\$7,200.00	\$14,400.00	\$6,375.00	\$12,750.00	\$7,767.27	\$15,534.54
	24	Gate Valve & Box, 6-Inch	EA	2	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00	\$2,575.00	\$5,150.00	\$2,335.00	\$4,670.00	\$3,040.03	\$6,080.06
	25	Gate Valve & Box, 12-Inch	EA	2	\$5,300.00	\$10,600.00	\$8,000.00	\$16,000.00	\$6,000.00	\$12,000.00	\$5,400.00	\$10,800.00	\$6,765.74	\$13,531.48
	26	Watermain, PVC C900, 6-Inch	LF	20	\$67.00	\$1,340.00	\$100.00	\$2,000.00	\$80.00	\$1,600.00	\$53.25	\$1,065.00	\$107.02	\$2,140.40
	27	Watermain, PVC C900, 12-Inch	LF	140	\$117.00	\$16,380.00	\$125.00	\$17,500.00	\$157.00	\$21,980.00	\$88.35	\$12,369.00	\$116.25	\$16,275.00
	28	Watermain, HDPE DR11, 12-Inch	LF	300	\$100.00	\$30,000.00	\$145.00	\$43,500.00	\$132.00	\$39,600.00	\$110.00	\$33,000.00	\$177.07	\$53,121.00
	29	Watermain Fittings	LBS	1125	\$16.00	<u>\$18,000.00</u>	\$9.50	<u>\$10,687.50</u>	\$18.00	<u>\$20,250.00</u>	\$8.45	<u>\$9,506.25</u>	\$12.52	<u>\$14,085.00</u>
						\$92,820.00		\$113,687.50		\$114,980.00		\$84,160.25		\$120,767.48
														\$98,445.00
Base Bid Total:					\$869,605.50		\$962,895.75		\$1,058,535.00		\$1,120,143.75		\$1,255,919.05	
													\$1,264,250.00	

New iMessage

Cancel

To: Johnna Flowers

Hi Mike. The weekender hanging baskets are going to be 29.85 ea

Ok, thank you

Do you have a product name so I can look it up and show my boss



i3 Planter- Lighted Hanging Basket

gardencrossings.com



iMessage



LOT **STREET USE PERMIT**
VILLAGE OF SOMERSET

APPLICANT NAME, ADDRESS & PHONE NO.

CALEB GARN

SOMERSET WI 54025

NAME, ADDRESS & PHONE NO. OF ORGANIZATION REQUESTING PERMIT

SOMERSET CHAMPIONS

SOMERSET WI 54025

NAME, ADDRESS & PHONE NO. OF CONTACT PERSON FOR STREET USE

CALEB GARN

LOT
PROPOSED ~~STREETS~~: FORMERLY KNOWN AS (WHEEL HOUSE LOT)

DATE OF USE: LATE NOV 2024 TO EARLY JAN 2025

TIME OF USE: 24/7

PROJECTED ATTENDANCE: _____

PROPOSED STREET USE (Describe in detail):

LOCATING CHRISTMAS TREE FOR (LIGHT THE NIGHT) AND
THE CHRISTMAS SEASON.

*** PAVEMENT MARKING IS NOT ALLOWED ON ANY STREET ****

- **INSURANCE:** Required to indemnify, defend and hold the Village and its employees and agents harmless against all claims, liability, loss damage or expense incurred by the Village on account of any injury to or death of any person or any damage to property caused by or resulting from the activities for which the permit is granted. As evidence of the applicant's ability to perform the conditions of the permit, the applicant is required to furnish a Certificate of Comprehensive General Liability Insurance with the Village of Somerset. The applicant is required to furnish a performance bond prior to being granted the permit.

☐ Insurance Requirement Waived

☐ Proof of Insurance Provided

For office use:

Date Reviewed by Village Board: _____ Approved _____ Denied _____



Property Tax Collection Agreement
Between St. Croix County
and the Village of Somerset

FOR TAX YEAR 2024

Return one signed copy to:
Denise Anderson
St. Croix County Treasurer
1101 Carmichael Road
Hudson, WI 54016

TAX COLLECTION AGREEMENT

This Agreement, by and between the **Village of Somerset** (Village) and **St. Croix County** (County), as follows:

Whereas, pursuant to Wisconsin Statute § 74.10, the Village of Somerset has agreed to contract with the County as its agent under Wisconsin Statute § 66.0301, and the County has agreed to act as such agent, for processing of first installment or full payments of real property tax, special assessments and special charges for all portions of the Village of Somerset located within St. Croix County, the parties hereto agree as follows:

I. Agency Relationship Created

- A. The Village shall act as principal under this Agreement and the County shall be its agent, acting in a fiduciary capacity for the Village, in the billing and collection of real property taxes, special assessments and special charges. In carrying out its duties under this Agreement, the County shall be vested with all powers and shall be subject to all responsibilities, duties and obligations conferred and imposed upon the Village of Somerset by Wisconsin Statute Chapters 70, 74 and 75.

II. Tax Bill Preparation

- A. The County shall prepare the tax bills for the Village in accordance with Wisconsin Statute § 74.09. The tax bills shall specify the first installment payment is due on or before January 31, at which time one-half of the real property taxes, billed special assessments and special charges will be due. The County shall also prepare other documents and reports for the Village as agreed to by the County.
- B. Tax bills shall be sorted and collated according to a mutually agreed upon order.
- C. The Village shall mail the real property tax bills within five (5) working days after receiving the tax bills from the County.

III. Settlement Procedures

- A. The County agrees to collect real property taxes, special assessments, and special charges and to remit these collections to the Village on each Friday through seven (7) ACH transfers to the Village's bank account or other mutually agreed upon location. The Village shall pay the County, on or before April 15 of each year – the collection fee of **\$2.00 per parcel**. The rate shall remain in effect unless the County notifies the Village of a new rate prior to May 1 of the tax year in which the new rate shall apply.
- B. On or before January 15 and February 20 of each year the Village shall settle with all taxing jurisdictions as provided in Wisconsin Statute §§ 74.23 and 74.25. The County will provide records of posted payments to the Village before the settlement deadlines.

IV. General Provisions

- A. The County agrees to provide adequate staffing during the tax collection period to effectively handle the volume of taxpayers making payments.
- B. This Agreement shall be for a period of one (1) year beginning October 1, 2024. This Agreement will automatically renew for additional one-year periods unless terminated pursuant to Provision VII.
- C. The Village agrees to defend and indemnify, save and hold harmless the County, its officers, agents and employees, from and against all losses, damages, costs, charges, expenses (including attorney fees), causes of action, suits, claims (including claims under any workers compensation or occupation disease law), demands, judgments and liabilities arising out of the performance of this Agreement which is not due to the negligence or other fault of the County.
- D. The County agrees to defend and indemnify, save and hold harmless the Village, its officers, agents and employees, from and against all losses, damages, costs, charges, expenses (including attorney fees), causes of action, suits, claims (including claims under any workers compensation or occupation disease law), demands, judgments and liabilities arising out of the performance of this Agreement which is not due to the negligence or other fault of the Village.

V. Collection Procedures

- A. The Village agrees to place notice on its website and at Village Hall informing Village taxpayers that the first installment payment and full tax payment will be collected by the County.
- B. The County shall collect, in the manner provided by law, all payments of real property taxes, special charges, and special assessments as agent for the Village. The County is responsible for these payments and is bonded in sufficient amount to cover the amount of such payments.
- C. Receipts will be mailed by the County if a self-addressed stamped envelope has been provided by the taxpayer.
- D. Payments received at the Village, on or before January 31 of each year shall be certified as timely by the Village and shall be transmitted to the County on the following workday.
- E. The County, as agent for the Village, shall accept advance payments of taxes pursuant to Wisconsin Statute § 74.13.
- F. General tax and payment information shall be available to the public from the County Treasurer's Office. Any request received by the Village shall be referred to the County.
- G. Notices required or deemed advisable under the terms and conditions of this Agreement shall be addressed in writing and delivered, personally or via certified mail, return receipt requested, to the following representatives of the parties hereto:

County: Denise Anderson
St. Croix County Treasurer
1101 Carmichael Road
Hudson, WI 54016

Village: Andrea Otto
Village of Somerset Treasurer
PO Box 356
110 Spring Street
Somerset, WI 54025

VI. Subsequent Changes in State Law

- A. If changes in state law occur during the course of this Agreement which substantially change tax collection methods or requirements, either party may elect to terminate this Agreement by providing the other party with thirty (30) days prior written notice. Any material violation of the terms of this Agreement shall be grounds for termination upon ninety (90) days written notice.

VII. Termination

- A. Either party may terminate this Agreement for any reason by providing ninety (90) days prior written notice to the other party.

The parties hereto, having read and understood the entirety of this Agreement, consisting of four (4) typewritten pages, including this one, hereby affix their duly authorized signatures.

St. Croix County By:



Denise Anderson
St. Croix County Treasurer

10/09/2024

Date

Village of Somerset By:

Andrea Otto
Village of Somerset Treasurer

Date

Mike Kappers
Village of Somerset President

Date



Delta Dental of Wisconsin
www.deltadentalwi.com

Andrea Otto
Village Of Somerset
PO BOX 356
Somerset WI 54025-0000

Thank you for choosing Delta Dental of Wisconsin as your dental benefits company. A summary of your benefit plan renewal is below.

The new premium will automatically go into effect on the renewal date listed below. However, if you would like to explore plan design or premium options, or if we can be of further assistance, please contact your agent Linda Skoglund or call us at 800-236-3713 or email sales@deltadentalwi.com.

Group Number: 23808-1005

Renewal Date: January 1, 2025

Current Plan Design	PPO	Premier or Non-Network
Deductible – Individual/Family	\$25 \$75	\$25 \$75
Individual Annual Maximum	\$1,500	\$1,500
Diagnostic & Preventive	100%	100%
Basic Restorative	80% *	80% *
Major Restorative	50% *	50% *
Orthodontic Services	50% *	50% *
Lifetime Orthodontic Maximum	\$1,500	\$1,500

**=Deductible Applies (wp)=Waiting Period may apply – please reference your group contract*

Coverage Type	Enrollment	Monthly Premium	
		Current	Renewal
Employee	7	\$42.15	\$45.52
Employee & Spouse	3	\$83.10	\$89.75
Employee & Child(ren)	1	\$89.02	\$96.14
Employee, Spouse & Child(ren)	8	\$153.55	\$165.83
Totals	19	\$1,861.77	\$2,010.67

Thank you for allowing Delta Dental to serve your dental benefits needs.

Joe Kottke
Account Representative

cc: J A COUNTER & ASSOCIATES
Linda Skoglund
PO Box 387
New Richmond WI 54017-0000

POLICY ENDORSEMENT NO. 23808 - 1005 - 10012024

Attached to and forming a part of the Contract to Provide Dental Care Benefits between Village Of Somerset and Delta Dental of Wisconsin, Inc.

It is agreed and understood that Declarations, Section 7, Monthly Premium will be replaced with the following, effective January 1, 2025 and ending on December 31, 2025:

Single Coverage (employee, 1 Party)	\$45.52
Family Coverage (employee and spouse, 2 Party)	\$89.75
Family Coverage (employee and child(ren))	\$96.14
Family Coverage (full family, 3+ Party)	\$165.83

Village Of Somerset – 2025 Renewal Summary

Medical Summary

Current Carrier: HealthPartners

Renewal: January 1, 2025

Plan: \$3,200/\$6,400-0% HSA

- Medical Plan Contribution Strategy: Village pays 88%
 - Enrollment: Enrolled: 10 | Members: 32
 - Prior Year Renewal: +14.07%
 - Current Renewal: +8.87%
- Plan Changes
 - Deductible changing from \$3,200 (single) to \$3,300 (single) and from \$6,400 (family) to \$6,600 (family)
 - Out of pocket max **decreasing** from \$3,400 (single) to \$3,300 (single) and from \$6,800 (family) to \$6,600 (family)
 - Virtuwel changing form No Charge to deductible then 0% coinsurance.
 - Non-preferred brand drugs changing from deductible then 20% coinsurance to deductible then 0% coinsurance

Plan: \$5,000/\$10,000-0% HSA

- Medical Plan Contribution Strategy: Village pays 90%
 - Enrollment: Enrolled: 8 | Members: 18
 - Prior Year Renewal: +15.25%
 - Current Renewal: +9.86%
- Plan Changes
 - Out of pocket max decreasing from \$5,300 (single) to \$5,000 (single) and from \$10,600 (family) to \$10,000 (family)
 - Virtuwel changing form No Charge to deductible then 0% coinsurance.

Medical Plan Marketing

- Evaluation of medical plans
 - prioritizing plan design, network match, cost savings
- Recommendation: **Medica**
 - Cost savings
 - \$3300 HSA Gold: premium decrease: -8%
 - \$5000 HSA Silver: premium decrease: -11%
 - Plan enhancements: Preventive prescriptions are no cost
 - Network: closest match to HealthPartners compared to other carriers.

Ancillary Summary

Current Dental: Delta Dental

Renewal: January 1

- Employer paid benefit
- Enrollment: EE: 7 | EE+SP: 3 | EE+CH: 1 | Family: 8 | Total: 19
- Prior Year Renewal: +0%
- Current Renewal: +8% (Annual estimated increase: \$1,776)

Current Group Life: Principal

Renewal: January 1

- Employer paid benefit
- Coverage: \$25,000 with AD&D
- Enrollment: 19 employees
- Prior Year Renewal: +0% (Rate guarantee expired 12/31/24)
- Current Renewal: +8% (Annual estimated increase: \$84)
- **Alternate offer:** Principal to hold rates at %0 change if more lines are added

Ancillary Marketing

Plans included in evaluation

- Disability - ETF ICI coverage
 - These rates are most competitive in market
- Group Life - Principal
- Dental - Delta Dental
- Supplemental Benefits: Aflac
 - Voluntary Life, Cancer, accident, disability

Marketing results

- Participating carriers: Principal, Mutual of Omaha, Sun Life, Unum
- Evaluation for all benefits include premium, plan design, network comparison
- Recommendation
 - Group life, voluntary life, supplemental: **Principal**
 - Most competitive pricing
 - Lower participation requirements
 - Supplemental benefits are lower in cost
 - Critical illness significantly more benefits
 - Aflac pays for cancer only (this plan pays for certain illness, diseases, and cancer)
 - Vision: **Delta Dental**
 - Significantly better plan design
 - \$250 allowance for lenses and frames
 - Strong local network
 - Competitive pricing
 - Dental: **Delta Dental** (stay with incumbent)
 - Delta Dental plan features not offered by other carriers
 - Preventive & diagnostic charges do not apply to annual max (estimated \$500 in additional services at no cost)
 - Additional benefits for persons with medical conditions that have oral-health implications. (diabetes, pregnancy, cancer therapy, and more)
 - Premium & Network
 - Delta Dental premiums are in the middle range, strongest dental network regionally
 - Unum: +18% higher, close network match
 - Principal: -10% decrease, poor network match



CIT Managed Services Quote # 033133

Date Issued: 10.15.2024

Date Expires: 01.06.2025

Prepared For

Village of Somerset
Joel Trepczyk
110 Spring St
Somerset, WI 54025
(715) 760-4503
jtrepczyk@villageofsomerset.us



Prepared By

Computer Integration Technologies, Inc.
Joy Anderson
2375 Ventura Drive
Woodbury, MN 55125-3930
(651) 255-5749
joy.anderson@cit-net.com

Customer Profile

Description		Qty
Devices	Number of PC's, Workstations & Laptops	18
Servers	Number of Physical & Virtual Servers	1
KNE	Firewalls, Managed Switches, Routers, Wireless Controllers	3
Sites	Primary and Additional Site Probes	1
Users	Total Number of Users (Premium Features)	18
Email Domains	Total Number of Email Domains (1 Domain - DMARC & Dark Web monitoring Included in Standard and Premium Offerings)	2

Managed Services Standard

* Contains Optional Items

Description	Qty	Recurring	Ext. Recurring
CIT Managed Services 2025 Standard (Per Device)	18	\$33.00	\$594.00
CIT Managed Services 2025 Standard (Per Server)	1	\$33.00	\$33.00
CIT Managed Services 2025 Standard (Per KNE)	3	\$10.00	\$30.00
CIT Managed Services 2025 (Per Site/Probes)	1	\$90.00	\$90.00
Premium Help Desk Add-on (Unlimited Remote Support)	18*	\$65.00	\$1,170.00

Monthly Subtotal: \$747.00

* Optional Monthly Subtotal: \$1,170.00

Monthly Recurring Summary

Description	Amount
Managed Services Standard	\$747.00
Monthly Subtotal:	\$747.00
Estimated Tax:	\$51.36
Monthly Total:	\$798.36

*Optional Expenses

Description	Recurring
Managed Services Standard	\$1,170.00
Optional Subtotal:	\$1,170.00

Payment Options

Description	Payments	Interval	Amount
Term Options			
Standard - 12 Month Commitment	1	Monthly	\$798.36

Summary of Selected Payment Options

Description	Amount
Term Options: Standard - 12 Month Commitment	
Total of Recurring Payments	\$798.36

Please do not pay from quote; taxes, shipping, handling and other fees may apply.

In addition to billable travel time, customers will be responsible for reimbursing all travel-related expenses, including but not limited to transportation, accommodation, meals, and incidentals, in accordance with the agreed-upon terms outlined in the project contract.

The inclusion of Knowbe4 licensing assumes that the customer does not currently have or previously had an active agreement with Knowbe4 for the previous 18 months. In the event that this has been the case, Knowbe4 licenses will not be included in the agreement.

Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of this SOW shall govern and prevail. <https://scottandscottllp.com/wp-content/uploads/2024/08/Computer-Integration-Technologies-MSA-08.19.24.pdf> IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the Date written above.

NETWORK TOOLS

Monitoring Alarm Triage & Issue Escalation
Network Mapping & Monitoring
DNS Security

ENDPOINT TOOLS

Remote Management/Monitoring/MS Patching
Third-Party Patching
Privileged Access Management (PAM)
Application Whitelisting

STANDALONE TOOLS

Endpoint Detection & Response (EDR)
Dark Web Scans
Simulated Phishing
Cybersecurity Awareness Training
DMARC

Password Manager

SECURITY ASSESSMENTS

Active Directory Security Review - Annual
Firewall Security Review - Annual
Incident Response Plan - Annual
Internal Vulnerability Scan - Annual
External Vulnerability Scan - Annual
Email Cybersecurity Review - Annual

SERVICE SUPPORT

End User Help Desk

T&M Support Hours (Now Services Retainer)*

24/7 Support

Strategic Business Review



Add-on



Add-on

Separate
Agreement



Phone | 651.255.5780
Email | info@cit-net.com
www.cit-net.com

(a) *Adoption of Codes.*

- (1) The following Wisconsin Administrative Codes and subsequent revisions are adopted for municipal enforcement:

Chs. COMM 16-17 SPS 316	Electrical Code
Chs. COMM 20-25 SPS 320-325	Uniform Dwelling Code
Ch. COMM 26 SPS 327	Inspection Certification Camping Units
Chs. COMM 50-64 SPS 361-366	Commercial Building and Heating, Ventilating and Air Conditioning Code
Chs. COMM 65	Multi-Family Code
Chs. COMM 69	Barrier Free Design
Ch. COMM 70 SPS 375-379	Historic Building Code Buildings Constructed Prior to 1914
Chs. COMM 81-86 SPS 381-387	Uniform Plumbing Code
Chs. IND 160-164	Existing Building Code

- (2) Any act required to be performed or prohibited by an Administrative Code provision incorporated herein by reference is required or prohibited by this Chapter. Any future amendments, revisions or modifications of the Administrative Code provisions incorporated herein are intended to be made part of this Chapter to secure uniform statewide regulation of one (1) and two (2) family dwellings in this Village. A copy of these administrative code provisions and any future amendments shall be kept on file in the Village Clerk-Treasurer's Office.

- (b) *Scope of Uniform Dwelling Code Expanded.* For the purposes of this Chapter, the provisions of the Wisconsin Uniform Dwelling Code are the standards for construction of the following:

- (1) Additions, Alterations and Major Equipment Replacements for one and two family dwellings built prior to June 1, 1980. **SPS 321**
- (2) *Other Detached Accessory Buildings (Non-Garages).* Concrete slabs, frost free footings, etc. are not required, but if they are installed they shall follow Section 15-1-10 and/or ~~COMM 21~~, Wis. Adm. Code.

- (c) *Existing Buildings.* The "Wisconsin Uniform Dwelling Code" shall also apply to buildings and conditions where:

Resolution 2024-07

FORM OF RECORD

The following preamble and resolutions were presented by Trustee _____ and were read to the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, 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 Five Hundred Ten Thousand And 00/100 Dollars (\$1,510,000.00)** for the purpose of **financing TID #6 property acquisition** and for no other purpose.

The loan is to be payable within **20** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **5.50** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the Village of **Somerset**, in the County(ies) of **St Croix**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the Village of **Somerset** by such loan from the state be applied or paid out for any purpose except **financing TID #6 property acquisition** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the president and clerk of the Village of **Somerset**, in the County(ies) of **St Croix**, Wisconsin, are authorized and empowered, in the name of the Village to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the Village pursuant to this resolution. The president and clerk of the Village will perform all necessary actions to fully carry out the provisions of Chapter 24 Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this Village forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

Trustee _____ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

1.	Trustee	_____	voted	_____
2.	Trustee	_____	voted	_____
3.	Trustee	_____	voted	_____
4.	Trustee	_____	voted	_____
5.	Trustee	_____	voted	_____
6.	Trustee	_____	voted	_____
7.	Trustee	_____	voted	_____
8.	Trustee	_____	voted	_____
9.	Trustee	_____	voted	_____
10.	Trustee	_____	voted	_____

A majority of the members of the village board of the Village of Somerset, in the County(ies) of St Croix, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

2024/2025 Wages

	2024	%	2025		
POSITION	Approved Rate	Adjustment	Proposed Rate	2025 WRS	
Admin				VILLAGE	EMPLOYEE
Clerk/Econ Dev Asst/DT	\$ 70,040.00	4.0%	\$ 72,841.60	6.95%	6.95%
Treasurer/Dep. Clerk	\$ 81,657.35	4.5%	\$ 84,923.64	6.95%	6.95%
Admin Asst	\$ 15.30	0.0%	\$ 15.30	0.00%	0.00%
Library		set by Library Board			
Library Director	\$ 53,544.65	4.00%	\$ 55,954.16	6.95%	6.95%
Asst Librarian	\$ 18.17	3.0%	\$ 18.81	6.95%	6.95%
Asst Librarian	\$ 18.04	4.0%	\$ 18.76	6.95%	6.95%
Asst Librarian	\$ 17.42	3.0%	\$ 17.94		
Asst Librarian	\$ 10.30	5.0%	\$ 10.87		
Circulation	\$ 14.25	1.0%	\$ 14.42		
Custodian	\$ 21.12	3.0%	\$ 21.75		
Court					
Clerk of Court	\$ 24.79	4.0%	\$ 25.78	6.95%	6.95%
Depty Clerk of Court	\$ 22.05	3.5%	\$ 22.82	6.95%	6.95%
Assistant	\$ 13.00	0.0%	\$ 13.00		
Police					
Chief	\$ 101,223.04	4.0%	\$ 105,271.96	15.01%	6.90%
Pol Officer 4502	\$ 95,000.00	4.0%	\$ 98,800.00	15.01%	6.90%
Pol Officer 4503	\$ 34.71	contract	\$ 37.43	15.01%	6.90%
Pol Officer 4504	\$ 33.37	contract	\$ 36.10	15.01%	6.90%
Pol Officer 4505	\$ 33.37	contract	\$ 36.10	15.01%	6.90%
Pol Officer 4506	\$ 31.68	contract	\$ 34.70	15.01%	6.90%
Pol Officer 4507	\$ 27.43	contract	\$ 31.38	15.01%	6.90%
Police Secretary	\$ 23.29	3.5%	\$ 24.11		
PT Officers	\$ 23.29	3.5%	\$ 24.11		
Public Works					
PW Director/EDD	\$ 100,021.16	4.0%	\$ 104,022.01	6.95%	6.95%
PW Supervisor/Sewer	\$ 84,209.70	4.0%	\$ 87,578.09	6.95%	6.95%
PW Laborer	\$ 31.50	4.0%	\$ 32.76	6.95%	6.95%
PW Street Operator	\$ 32.33	4.0%	\$ 33.62	6.95%	6.95%
WU Operator	\$ 33.13	4.0%	\$ 34.46	6.95%	6.95%
Park Coordinator	\$ 32.01	4.0%	\$ 33.29	6.95%	6.95%
Summer Help	\$ 18.54	3.5%	\$ 19.19		
Utility Clerk	\$ 30.66	4.0%	\$ 31.89	6.95%	6.95%
Village President	\$ 10,000.00		\$ 10,000.00		
Trustee	\$ 5,000.00		\$ 5,000.00		
Trustee/Chair	\$ 7,200.00		\$ 7,200.00		
Judge	\$ 10,000.00		\$ 10,000.00		
Election Inspector	\$ 25.00	Increased 9/17/24	\$ 25.00		
Chief Election Inspector	\$ 30.00		\$ 30.00		

2025 Budget Worksheet

General Fund Budget Worksheet								
Account Number	Short account description	2022 Actual 12/31/2022	2023 Actual 12/31/2023	2023 Budget	2024 Actual 10/31/2024	2024 Budget	2025 Proposed Budget	
100-00-41110-000-000	VILLAGE TAX LEVY	1,332,951.44	1,409,495.25	1,409,495.11	1,510,417.63	1,510,417.63	1,534,288.01	1.58%
100-00-41150-000-000	MANAGED FOREST LAND TAX	179.52	179.52	30.00	167.02	179.52	179.52	0.00%
100-00-41810-000-000	DEL. PERS. PROP TAX INTEREST	67.59	134.18	150.00	195.74	150.00	-	
100-00-41900-000-000	OTHER TAXES	309.66	-	-	-	-		
100-00-43210-000-000	FEDERAL AID - LAW ENFORCEMENT	-	5,656.16	-	-	-		
100-00-43410-000-000	STATE SHARED TAXES	245,960.87	259,006.42	246,897.58	45,852.36	305,682.34	312,218.90	2.14%
100-00-43420-000-000	STATE FIRE INS TAX REVENUE	12,705.30	14,644.70	12,705.30	18,578.39	14,645.00	18,578.00	26.86%
100-00-43430-000-000	COMPUTER EXEMPTION	3,143.75	4,483.50	4,483.50	4,483.50	4,483.50		-100.00%
100-00-43431-000-000	STATE AID-VIDEO SERVICE AID	1,290.46	1,290.46	1,290.46	1,290.46	1,290.46	1,290.46	0.00%
100-00-43435-000-000	STATE AID-PERSONAL PROPERTY	4,802.35	8,937.10	8,937.10	8,937.10	4,802.35	44,594.34	828.59%
100-00-43521-000-000	STATE AID - LAW ENFORCEMENT	-	-	600.00	-	600.00	600.00	0.00%
100-00-43523-000-000	STATE AID-OTHER LAW ENFORCEMNT	640.00	960.00	-	-	-		
100-00-43531-000-000	STATE AID FOR LOCAL STREETS	147,209.64	150,718.97	150,699.28	115,275.39	153,677.79	176,755.60	15.02%
100-00-43650-000-000	Managed Forest Land	3.52	4.40	30.00	4.40	3.52	3.52	0.00%
100-00-43790-000-000	ST CROIX CTY LIBRARY FUNDING	134,616.40	137,466.03	137,574.40	165,111.52	161,412.00	173,629.00	7.57%
100-00-44110-000-000	LIQUOR & MALT LICENSES	5,345.00	5,394.00	5,335.00	5,245.00	5,305.00	5,245.00	-1.13%
100-00-44121-000-000	OPERATOR LICENSES	760.00	640.00	700.00	640.00	590.00	640.00	8.47%
100-00-44122-000-000	TUBE LICENSES	11,630.00	8,447.11	5,000.00	-	8,700.00		
100-00-44123-000-000	CIGARETTE LICENSES	450.00	600.00	500.00	550.00	500.00	550.00	10.00%
100-00-44124-000-000	DIRECT SELLERS LICENSES	60.00	80.00	65.00	80.00	40.00	40.00	0.00%
100-00-44125-000-000	CABLE TV FRANCHISE PERMIT	4,171.93	3,820.44	4,000.00	-	4,000.00	4,000.00	0.00%
100-00-44205-000-000	DOG LICENSES - VILLAGE SHARE	266.25	214.75	700.00	840.00	550.00	700.00	27.27%
100-00-44210-000-000	DOG LICENSES - SHARE FROM CTY	355.34	339.11	300.00	260.72	250.00	250.00	0.00%
100-00-44300-000-000	BUILDING PERMIT FEES	79,539.00	119,697.00	60,000.00	119,574.00	75,000.00	100,000.00	33.33%
100-00-44400-000-000	PLAN COMMISSION FEES	1,990.00	2,585.00	3,000.00	1,050.00	1,500.00	750.00	-50.00%
100-00-44410-000-000	BOARD OF ZONING APPEALS	-	400.00	200.00	1,050.00	200.00		-100.00%
100-00-44411-000-000	LAND RECLAMATION PERMITS	50.00	50.00	50.00	-	50.00	50.00	0.00%
100-00-44900-000-000	SIGN PERMIT FEES	115.00	950.00	200.00	965.00	200.00	575.00	187.50%
100-00-44910-000-000	DEVELOPMENT FEES	400.00	-	-	-	-		
100-00-45110-000-000	COURT FINES & COSTS	25,371.71	37,051.58	36,000.00	23,578.56	34,500.00	33,500.00	-2.90%
100-00-45111-000-000	COURT FINES - P.A.M.	-	-	-	35.00	-		
100-00-46110-000-000	CLERK'S REVENUE	2,184.38	2,245.25	1,800.00	1,940.00	1,800.00	1,750.00	-2.78%
100-00-46112-000-000	LICENSE PUBLICATION FEES	130.00	153.00	130.00	143.00	130.00	130.00	0.00%
100-00-46210-000-000	REG & REPORT FEES/RESTITUTION	538.00	412.96	350.00	235.40	350.00	200.00	-42.86%
100-00-46310-000-000	PUBLIC WORKS DEPT. REVENUE	964.56	1,216.92	-	250.00	-		
100-00-46420-000-000	REFUSE & RECYCLING HAUL REVENU	234,056.15	256,518.92	200,000.00	221,811.81	225,000.00	250,000.00	11.11%
100-00-46710-000-000	LIBRARY FEES & COLLECTIONS	2,811.92	4,701.27	4,000.00	2,265.71	2,500.00	11,620.00	364.80%
100-00-46720-000-000	TREE ORDINANCE REVENUES	-	-	-	-	-		
100-00-46721-000-000	ATHLETIC FIELD USE FEES	1,670.00	2,200.00	900.00	2,190.00	700.00	650.00	-7.14%
100-00-46723-000-000	DISC GOLF SPONSORSHIPS	-	-	-	2,000.00	-		

2025 Budget Worksheet

General Fund Budget Worksheet								
Account Number	Short account description	2022 Actual 12/31/2022	2023 Actual 12/31/2023	2023 Budget	2024 Actual 10/31/2024	2024 Budget	2025 Proposed Budget	
100-00-47322-000-000	POLICE OFFICER WAGE REIMB.	49,255.23	29,423.20	47,598.34	11,313.46	15,027.78	53,321.51	254.82%
100-00-48110-000-000	INTEREST INCOME	16,880.76	40,122.37	6,000.00	-	10,000.00	10,000.00	0.00%
100-00-48130-000-000	INTEREST INCOME - SPEC ASSESS	1,383.09	910.17	1,000.00	1,185.22	1,000.00	1,000.00	0.00%
100-00-48155-000-000	LIBRARY ACCT - INTEREST INCOME	-	-	50.00	-	50.00	50.00	0.00%
100-00-48200-000-000	RENT	-	-	-	1,200.00	-		
100-00-48310-000-000	PARK LAND	-	-	-	22,000.00	-		
100-00-48500-000-000	DONATIONS	-	-	-	5,000.00	-		
100-00-48510-000-000	DONATIONS TO POLICE DEPARTMENT	150.00	913.00	-	-	-		
100-00-48610-000-000	OTHER MISCELLANEOUS REVENUES	(247.74)	0.01	-	600.00	-		
100-00-48910-000-000	WORK COMP INSURANCE DIVIDEND	1,394.00	-	1,000.00	-	-		
100-00-48920-000-000	GENERAL INSURANCE DIVIDEND	6,996.00	4,421.00	3,000.00	3,910.00	4,000.00	4,000.00	0.00%
100-00-48930-000-000	ADDED REVENUE FOR PRIOR YEARS	917.26	-	-	-	-		
100-00-48940-000-000	REFUNDS OF PRIOR YR EXPENSES	-	-	-	4,085.99	-		
100-00-49210-000-000	TRANSFER IN	-	8,244.00	-	-	-		
100-00-49223-000-000	TRANSFER IN - IMPACT FEE FUND	270.31	428.98	-	-	-		
100-00-49261-000-000	TRANSFER FROM WATER UTILITY	118,257.37	107,388.46	126,626.00	-	118,257.00	107,388.46	-9.19%
100-00-49300-000-000	CAPITAL FUND TO BUDGET	-	-	-	-	-		
100-00-49900-000-000	RESIDUAL EQUITY TRANSFER	-	-	-	-	-		
		2,451,996.02	2,632,545.19	2,481,397.07	2,304,312.38	2,667,543.89	2,848,547.32	6.79%
100-00-51110-110-000	Village Board Salaries	33,641.33	33,914.08	35,000.00	26,850.13	35,000.00	35,000.00	0.00%
100-00-51110-150-000	Village Board Benefits	2,573.41	2,594.30	2,700.00	2,053.90	2,700.00	2,700.00	0.00%
100-00-51110-390-000	Village Board Other Expenses	6,504.95	7,148.58	6,300.00	5,685.26	6,000.00	6,500.00	8.33%
100-00-51210-111-000	Judge's Salary	10,000.00	10,000.00	10,000.00	7,500.01	10,000.00	10,000.00	0.00%
100-00-51210-121-000	Clerk of Court Wages	46,930.61	50,460.11	50,565.60	39,118.65	52,067.57	54,622.40	4.91%
100-00-51210-122-000	Deputy Clerk of Court Wages	3,460.62	3,414.24	2,934.88	2,072.71	4,250.16	4,353.52	2.43%
100-00-51210-150-000	Court Employee Benefits	20,071.17	23,333.44	22,536.02	27,857.16	24,125.28	41,157.64	70.60%
100-00-51210-324-000	Dues, Fees & Training	2,319.83	2,585.70	2,600.00	2,156.75	2,600.00	2,700.00	3.85%
100-00-51210-390-000	Court Other Expenses	8,640.40	10,715.97	9,999.00	8,455.88	9,999.00	10,600.00	6.01%
100-00-51210-810-000	Court Equipment Outlay	-	-	-	-	-		
100-00-51311-210-000	Village Attorney - General	41,805.42	52,196.42	28,000.00	9,693.12	30,000.00	20,000.00	-33.33%
100-00-51312-210-000	Village Attorney - Court	3,915.00	8,219.89	5,000.00	6,810.75	7,000.00	7,000.00	0.00%
100-00-51320-210-000	Municipal Code of Ordinances	1,737.64	413.32	2,500.00	3,861.13	2,500.00	1,553.00	-37.88%
100-00-51410-110-000	Village President Salary	10,725.75	10,000.06	10,000.00	7,499.99	10,000.00	10,000.00	0.00%
100-00-51410-150-000	Village President Benefits	820.51	765.00	765.00	573.75	765.00	765.00	0.00%
100-00-51410-390-000	Village President Other Exp	-	-	-	-	-	-	
100-00-51420-110-000	Clerk Salary	56,964.45	50,652.41	59,228.22	38,361.64	49,028.00	50,989.12	4.00%
100-00-51420-120-000	Treasurer Wages	37,822.80	39,881.39	39,301.38	30,671.33	40,563.84	42,138.20	3.88%
100-00-51420-123-000	Admin Office Help Wages	-	-	-		-	-	

2025 Budget Worksheet

General Fund Budget Worksheet								
Account Number	Short account description	2022 Actual 12/31/2022	2023 Actual 12/31/2023	2023 Budget	2024 Actual 10/31/2024	2024 Budget	2025 Proposed Budget	
100-00-51420-150-000	Admin Employee Benefits	48,246.01	42,628.87	55,091.26	38,310.44	48,374.95	49,261.90	1.83%
100-00-51420-321-000	Admin Publishing	1,972.29	3,236.03	2,500.00	304.74	2,500.00	1,000.00	-60.00%
100-00-51420-325-000	Admin Training	50.00	35.00	1,000.00	-	1,000.00	1,000.00	0.00%
100-00-51420-390-000	Admin Other Expenses	10,166.71	13,979.52	12,000.00	7,080.41	12,000.00	12,000.00	0.00%
100-00-51420-810-000	Admin Equipment Outlay	-	-	-	-	-	-	
100-00-51440-125-000	Elections Part-time Wages	3,895.50	2,100.00	4,000.00	2,562.25	6,000.00	6,000.00	0.00%
100-00-51440-390-000	Elections Other Expenses	1,127.70	1,756.38	2,200.00	1,280.84	2,500.00	2,500.00	0.00%
100-00-51510-210-000	Special Accounting & Auditing	12,000.00	13,900.01	11,000.00	13,250.00	12,000.00	13,250.00	10.42%
100-00-51530-210-000	Assessment of Property	9,427.82	8,546.08	8,300.00	9,900.00	13,200.00	13,500.00	2.27%
100-00-51530-211-000	Assessment of Property-Reval	-	-	-	-	-	-	
100-00-51530-390-000	Financial Other Expenses	2,800.00	4,233.72	3,150.00	1,224.30	3,150.00	3,150.00	0.00%
100-00-51610-110-000	Municipal Building Salary	-	-	-	-	-	-	
100-00-51610-120-000	Municipal Building Wages	519.33	457.56	400.00	2,288.86	500.00	3,000.00	500.00%
100-00-51610-150-000	Municipal Bldg Emp Benefits	111.61	183.86	100.00	358.87	150.00	475.00	216.67%
100-00-51610-390-000	Municipal Building Other Exp	28,526.24	28,098.93	25,000.00	21,181.41	30,000.00	28,000.00	-6.67%
100-00-51610-810-000	Municipal Building Outlay	-	-	-	-	-	-	
100-00-51910-591-000	Uncollectible Pers Prop Tax	14,005.75	40.87	-	-	-	-	
100-00-51910-592-000	TAX REFUND	-	-	-	662.66	-	-	
100-00-51910-593-000	ILLEGAL TAX	242.94	-	-	8,788.88	-	-	
100-00-51920-000-000	Judgement and Losses	-	-	-	-	-	-	
100-00-51930-511-000	Admin Property & Liability Ins	11,851.00	10,613.75	12,675.00	16,359.25	12,675.00	12,675.00	0.00%
100-00-51930-512-000	Admin Worker's Compensation	286.50	288.00	384.00	314.00	384.00	383.00	-0.26%
100-00-51930-513-000	Employee Bonds	675.00	675.00	730.00	675.00	675.00	675.00	0.00%
100-00-51930-514-000	Admin Unemployment Comp	-	-	-	259.64	-	-	
	General Government	433,838.29	437,068.49	425,960.36	344,023.71	431,707.80	446,948.78	3.53%
100-00-52110-112-000	Chief's Salary	95,441.70	101,091.02	99,274.80	79,201.14	102,223.05	106,271.97	3.96%
100-00-52110-120-002	Wages - 4502	83,049.37	85,388.13	80,872.00	76,015.73	80,872.00	99,880.00	23.50%
100-00-52110-120-003	Wages - 4503	64,307.99	73,859.81	68,952.00	58,054.39	75,000.00	80,334.88	7.11%
100-00-52110-120-004	Wages - 4504	55,044.13	66,805.29	66,206.40	56,342.02	72,000.00	76,554.24	6.33%
100-00-52110-120-005	Wages - 4505	58,296.87	69,277.92	62,805.60	56,463.39	71,000.00	76,489.58	7.73%
100-00-52110-120-006	Police Secretary Wages	20,914.43	8,095.90	11,757.20	6,136.95	12,110.80	7,500.00	-38.07%
100-00-52110-120-007	Police Overtime Wages	49,101.89	51,811.38	35,997.51	32,686.64	50,000.00	50,000.00	0.00%
100-00-52110-120-008	River Patrol Wages	-	-	-	-	-	-	
100-00-52110-120-009	Part-time Officer Wages	134.46	-	14,518.60	-	10,000.00	10,000.00	0.00%
100-00-52110-120-010	Office Summer Help Wages	-	-	-	-	-	-	
100-00-52110-120-011	WAGES - 4506	39,115.92	33,467.13	55,699.20	51,681.04	66,435.00	72,634.56	9.33%
100-00-52110-120-012	WAGES - 4507	10,168.48	49,160.04	55,390.40	46,106.94	57,054.00	69,056.30	21.04%
100-00-52110-150-000	Police Employee Benefits	158,008.44	180,684.05	187,664.82	166,539.98	211,628.81	228,844.66	8.13%

2025 Budget Worksheet

General Fund Budget Worksheet								
Account Number	Short account description	2022 Actual 12/31/2022	2023 Actual 12/31/2023	2023 Budget	2024 Actual 10/31/2024	2024 Budget	2025 Proposed Budget	
100-00-52110-325-000	Police Training	14,794.63	9,120.82	10,000.00	9,826.97	10,000.00	10,000.00	0.00%
100-00-52110-351-000	Vehicle Expense	17,099.67	10,443.78	9,000.00	9,699.79	10,000.00	10,000.00	0.00%
100-00-52110-390-000	Other Police Expenses	43,127.67	41,277.45	40,000.00	40,175.44	45,000.00	45,000.00	0.00%
100-00-52110-391-000	Community Relations	-	111.49	500.00	500.00	500.00	1,000.00	100.00%
100-00-52210-390-000	Fire Dept Other Expenses	39,953.50	53,443.50	53,443.50	55,998.50	63,321.00	57,322.00	-9.47%
100-00-52210-393-000	Fire Dues	12,705.30	14,644.70	12,705.30	18,578.39	14,645.00	18,578.00	26.86%
100-00-52210-532-000	FIRE DEPT - TOWN HALL LEASE	17,550.00	-	-	-	-	-	
100-00-52210-810-000	Fire Dept Equipment Outlay	-	-	-	-	-	-	
100-00-52220-290-000	Hydrant Rental	91,612.08	91,612.08	91,612.00	61,074.72	91,612.00	91,612.00	0.00%
100-00-52310-390-000	Rescue Other Expenses	39,953.50	53,443.50	53,443.50	55,998.50	63,321.00	57,322.00	-9.47%
100-00-52310-810-000	Rescue Equipment Outlay	-	-	-	-	-	-	
100-00-52410-210-000	Building Inspector Services	74,796.00	112,806.00	56,000.00	101,997.00	60,000.00	80,000.00	33.33%
100-00-52410-390-000	Building Inspector Other Exp	55.00	-	-	-	-	-	
100-00-52510-390-000	Disaster Control Other Exp	-	-	-	-	-	-	
100-00-52510-810-000	Disaster Control Equip Outlay	-	-	-	-	-	-	
100-00-52930-159-000	Uniform Allowance	5,152.40	4,980.47	4,800.00	4,272.05	5,000.00	5,000.00	0.00%
100-00-52930-511-000	Property & Liability Ins	-	-	-	-	-	-	
100-00-52930-512-000	Worker's Compensation	5,193.00	6,578.25	8,779.00	12,499.75	10,000.00	9,102.00	-8.98%
100-00-52930-514-000	Unemployment Compensation	-	-	-	-	-	-	
100-00-52930-515-000	Professional Ins	8,421.00	6,438.75	8,585.00	10,743.25	8,600.00	8,600.00	0.00%
	Public Safety	1,003,997.43	1,124,541.46	1,088,006.83	1,010,592.58	1,190,322.66	1,271,102.19	6.79%
100-00-53240-120-000	Machinery & Equipment Wages	5,193.30	5,944.68	3,500.00	4,212.63	5,000.00	5,400.00	8.00%
100-00-53240-150-000	Machinery & Equip Emp Benefits	2,370.52	1,451.70	1,200.00	1,482.59	1,100.00	2,000.00	81.82%
100-00-53240-240-000	Machinery & Equip Maint/Repair	8,839.14	16,879.60	10,000.00	12,494.77	15,000.00	15,500.00	3.33%
100-00-53240-350-000	Machinery & Equipment Oper Exp	17,983.56	17,373.06	19,750.00	14,510.21	22,000.00	16,700.00	-24.09%
100-00-53240-390-000	Machinery & Equip Other Exp	390.36	532.39	500.00	38.46	725.00	500.00	-31.03%
100-00-53270-120-000	Garages & Sheds Wages	5,064.68	5,943.96	2,000.00	5,377.14	3,500.00	7,200.00	105.71%
100-00-53270-150-000	Garages & Sheds Emp Benefits	2,427.21	2,054.04	375.00	2,358.02	1,000.00	3,000.00	200.00%
100-00-53270-350-000	Garages & Sheds Operating Exp	14,661.55	11,256.33	12,000.00	8,823.24	10,500.00	10,050.00	-4.29%
100-00-53270-390-000	Garages & Sheds Other Expenses	1,241.71	3,042.65	1,000.00	1,369.44	1,200.00	1,500.00	25.00%
100-00-53270-810-000	Garages & Sheds Equip Outlay	-	-	-	-	-	-	
100-00-53310-110-000	Street Maintenance Salary	12,813.55	9,929.64	11,313.94	7,619.02	11,696.60	1,597.83	-86.34%
100-00-53310-120-000	Street Maintenance Wages	64,464.02	94,170.47	50,000.00	70,366.98	64,500.00	95,000.00	47.29%
100-00-53310-150-000	Street Maint Employee Benefits	32,703.21	44,245.85	28,500.00	41,633.72	32,000.00	48,000.00	50.00%
100-00-53310-240-000	Street Maintenance & Repairs	3,689.36	3,641.39	6,300.00	4,930.07	6,500.00	5,600.00	-13.85%
100-00-53310-290-000	St Maint Contractual Services	23,755.74	26,073.58	39,500.00	2,741.97	30,000.00	30,000.00	0.00%
100-00-53310-350-000	Street Maint Operating Expense	2,218.97	2,003.65	2,500.00	1,434.33	2,500.00	2,500.00	0.00%
100-00-53310-390-000	Street Maint-Other Expenses	7,615.71	746.85	250.00	294.92	500.00	400.00	-20.00%

2025 Budget Worksheet

General Fund Budget Worksheet								
Account Number	Short account description	2022 Actual 12/31/2022	2023 Actual 12/31/2023	2023 Budget	2024 Actual 10/31/2024	2024 Budget	2025 Proposed Budget	
100-00-53320-120-000	Street Cleaning Wages	6,734.89	6,275.04	7,000.00	4,043.10	7,000.00	7,250.00	3.57%
100-00-53320-150-000	Street Cleaning Emp Benefits	3,443.28	3,374.17	3,750.00	2,398.60	3,000.00	3,000.00	0.00%
100-00-53330-110-000	Snow & Ice Removal Salary	6,073.97	114.11	-	-	-	-	
100-00-53330-120-000	Snow & Ice Removal Wages	28,322.22	25,542.60	34,000.00	5,920.60	34,000.00	35,000.00	2.94%
100-00-53330-150-000	Snow/Ice Removal Emp Benefits	10,815.40	7,616.31	15,500.00	2,753.13	13,500.00	13,000.00	-3.70%
100-00-53330-240-000	Snow/Ice Removal Maint/Repairs	-	-	250.00	-	500.00	250.00	-50.00%
100-00-53330-370-000	Salt & Sand	22,971.92	17,773.01	20,000.00	15,689.53	21,000.00	22,500.00	7.14%
100-00-53330-390-000	Snow/Ice Removal Other Exp	38.61	69.99	250.00	88.98	300.00	250.00	-16.67%
100-00-53420-220-000	Street Lighting Utility Svc	43,006.55	42,051.75	42,000.00	34,167.23	38,000.00	38,000.00	0.00%
100-00-53420-820-000	Street Lighting Outlay/Improve	1,747.67	13,036.69	-	-	-	-	
100-00-53430-120-000	Sidewalks Wages	98.92	281.60	500.00	474.66	515.00	600.00	16.50%
100-00-53430-150-000	Sidewalks Emp Benefits	25.19	72.87	75.00	136.33	85.00	150.00	76.47%
100-00-53430-240-000	Sidewalks Maint/Repairs	-	-	5,000.00	-	3,000.00	4,000.00	33.33%
100-00-53430-390-000	Sidewalks Other Expenses	-	-	-	-	-	-	
100-00-53440-120-000	Storm Sewer Wages	2,735.21	1,515.20	4,500.00	1,926.48	1,500.00	2,200.00	46.67%
100-00-53440-150-000	Storm Sewer Employee Benefits	1,670.68	480.77	2,000.00	956.10	500.00	1,000.00	100.00%
100-00-53440-240-000	Storm Sewer Maint & Repairs	2,387.28	185.86	4,000.00	620.38	3,000.00	4,000.00	33.33%
100-00-53440-290-000	STORM WATER-CONTRACTUAL SVCS	-	-	-	-	-	-	
100-00-53620-120-000	Refuse Collection Wages	1,945.88	1,511.52	1,400.00	3,299.39	1,500.00	3,500.00	133.33%
100-00-53620-150-000	Refuse Collection Emp Benefits	1,111.56	938.99	850.00	1,889.41	900.00	1,900.00	111.11%
100-00-53620-390-000	Refuse Collection Other Exp	483.00	-	-	-	-	-	
100-00-53630-290-000	Solid Waste Disposal Contract	171,393.00	195,295.00	147,500.00	150,683.00	162,000.00	162,000.00	0.00%
100-00-53635-120-000	Recycling Wages	2,596.65	5,756.17	2,000.00	1,868.46	2,500.00	2,500.00	0.00%
100-00-53635-150-000	Recycling Employee Benefits	695.29	1,594.27	700.00	948.87	800.00	1,200.00	50.00%
100-00-53635-290-000	Recycling Contractual Services	51,680.00	54,140.00	48,000.00	41,688.00	48,000.00	48,000.00	0.00%
100-00-53640-120-000	Weed Control Wages	346.22	307.20	1,000.00	1,475.37	900.00	1,800.00	100.00%
100-00-53640-150-000	Weed Control Employee Benefits	93.24	65.34	300.00	900.39	200.00	1,250.00	525.00%
100-00-53640-390-000	Weed Control Other Expenses	-	900.00	-	-	-	-	
100-00-53930-159-000	Public Works Uniform Allowance	2,437.09	2,193.66	2,500.00	1,936.82	2,500.00	2,500.00	0.00%
100-00-53930-511-000	Public Wks Insurance Expense	2,776.00	2,554.75	2,902.00	3,282.25	3,000.00	3,000.00	0.00%
100-00-53930-512-000	Pub Wks Worker's Compensation	5,220.00	4,814.25	6,419.00	12,114.75	6,500.00	5,102.00	-21.51%
100-00-53930-514-000	PW Unemployment Compensation	-	-	-	-	-	-	
	Public Works	576,282.31	633,750.96	541,084.94	468,949.34	562,421.60	608,899.83	8.26%
100-00-54110-390-000	Animal Control Other Expenses	1,109.70	1,040.60	1,000.00	1,034.67	1,000.00	1,000.00	0.00%
100-00-54510-720-000	Community Donation	-	-	-	-	-	1,000.00	
100-00-54610-720-000	Senior Center Donation	500.00	500.00	500.00	-	500.00	500.00	0.00%
		1,609.70	1,540.60	1,500.00	1,034.67	1,500.00	2,500.00	66.67%

2025 Budget Worksheet

General Fund Budget Worksheet								
Account Number	Short account description	2022 Actual 12/31/2022	2023 Actual 12/31/2023	2023 Budget	2024 Actual 10/31/2024	2024 Budget	2025 Proposed Budget	
100-00-55110-110-000	Library Director Salary	50,470.00	52,954.73	51,984.00	41,895.65	53,544.65	56,186.44	4.93%
100-00-55110-120-000	Library Wages	90,890.98	101,136.68	97,317.52	95,175.82	126,230.31	137,153.44	8.65%
100-00-55110-150-000	Library Employee Benefits	44,070.48	50,120.01	49,538.02	47,519.22	56,017.57	55,560.07	-0.82%
100-00-55110-220-000	Library Utility Expenses	15,703.06	15,870.55	12,292.28	11,068.38	13,055.00	14,547.60	11.43%
100-00-55110-290-000	Library Contractual Services	10,953.00	11,650.00	11,620.00	13,906.00	13,746.00	15,362.00	11.76%
100-00-55110-327-000	Library Workshops	603.38	767.10	1,000.00	2,178.61	1,900.00	2,833.46	49.13%
100-00-55110-347-000	Library Audio/Video Materials	3,538.60	3,219.98	3,842.00	2,218.19	2,725.00	2,725.00	0.00%
100-00-55110-348-000	Library Print Materials	11,963.60	7,233.12	9,494.92	8,229.92	9,243.00	9,243.00	0.00%
100-00-55110-349-000	Library E-Materials	2,667.00	2,846.00	2,846.00	3,268.00	3,268.00	3,627.00	10.99%
100-00-55110-350-000	Library Operating Expense	6,755.37	6,712.91	7,557.56	7,655.09	7,557.56	8,283.90	9.61%
100-00-55110-390-000	Library Supplies	8,107.33	6,770.34	6,000.00	5,392.67	6,000.00	6,000.00	0.00%
100-00-55110-391-000	Library Programming Supplies	3,754.56	4,588.53	4,385.00	6,214.82	6,995.00	5,740.00	-17.94%
100-00-55110-392-000	LIBRARY COLLECTION ITEMS	-	45.51	-	-	-	-	
100-00-55110-511-000	Library Insurance Expense	2,697.00	2,920.50	2,762.00	3,253.50	2,920.00	3,143.00	7.64%
100-00-55110-512-000	Library Worker's Compensation	120.00	132.00	160.00	296.00	160.00	237.00	48.13%
100-00-55110-514-000	Lib Unemployment Compensation	-	-	-	-	-	-	
	Library	252,294.36	266,967.96	260,799.30	248,271.87	303,362.09	320,641.91	5.70%
100-00-55200-110-000	Parks Salary	8,463.34	8,014.25	7,820.15	6,177.48	6,360.91	3,389.39	-46.72%
100-00-55200-120-000	Parks Wages	59,200.62	53,300.47	58,000.00	54,195.15	59,000.00	64,000.00	8.47%
100-00-55200-150-000	Parks Employee Benefits	25,524.22	19,676.46	23,763.71	20,972.36	22,000.00	26,500.00	20.45%
100-00-55200-290-000	Parks Contractual Services	-	-	-	-	-	-	
100-00-55200-350-000	Parks Operating Expense	15,746.45	17,955.58	14,000.00	16,871.38	15,000.00	16,200.00	8.00%
100-00-55200-371-000	Park Maintenance	1,880.33	5,348.70	2,500.00	6,542.57	4,000.00	9,100.00	127.50%
100-00-55200-372-000	Athletic Fields Maint/Expense	5,536.40	1,966.90	3,500.00	2,238.34	4,000.00	6,000.00	50.00%
100-00-55200-511-000	Parks Insurance Expense	1,612.00	1,714.25	1,794.00	2,137.75	1,800.00	2,100.00	16.67%
100-00-55200-512-000	Parks Worker's Compensation	83.25	48.75	65.00	78.25	100.00	81.00	-19.00%
100-00-55200-514-000	Pks Unemployment Compensation	-	-	-	-	-	-	
100-00-55310-390-000	Celebrations/Decorations Exp	1,019.31	4,109.72	2,750.00	1,426.50	3,500.00	5,000.00	42.86%
	Parks	119,065.92	112,135.08	114,192.86	110,639.78	115,760.91	132,370.39	14.35%
100-00-56300-110-000	Planning Salary	2,580.00	4,320.00	4,320.00	1,740.00	4,320.00	3,600.00	-16.67%
100-00-56300-120-000	Planning Wages	-	-	-	-	-	-	
100-00-56300-150-000	Planning Employee Benefits	197.37	307.53	330.00	133.11	330.00	280.00	-15.15%
100-00-56300-290-000	Planning Contractual Services	4,774.80	25,870.25	5,000.00	13,776.72	15,000.00	32,000.00	113.33%

2025 Budget Worksheet

[illegible]

2025 Budget Worksheet

Debt Fund Budget Worksheet						
Account Number	Short account description	2023 Actual 12/31/2023	2023 Budget	2024 Actual 09/09/2024	2024 Budget	2025 Proposed Budget
320-00-41110-000-000	VILLAGE TAX LEVY	100,383.30	100,383.30	-	194,095.37	191,166.20
320-00-49100-000-000	PROCEEDS OF LONG-TERM DEBT	-	-	1,026,000.00	-	-
320-00-49210-000-000	TRANSFER IN - GENERAL FUND	-	-	-	-	-
320-00-49220-000-000	TRANSFER IN - TECH FUND	-	-	-	-	-
320-00-49221-000-000	TRANSFER FROM TIF II	-	-	-	-	-
320-00-49222-000-000	TRANSFER FROM TIF III	-	-	-	9,730.34	12,300.00
320-00-49223-000-000	TRANSFER FROM TIF IV	-	-	-	-	-
320-00-49224-000-000	TRANSFER FROM IMPACT FEE FUND	-	34,270.50	-	33,505.70	31,740.90
320-00-49225-000-000	TRANSFER FROM TIF V	12,598.40	12,598.40	-	1,037,764.28	117,483.82
320-00-49247-000-000	TRANSFER IN-CAPITAL PROJECTS	55,312.69	31,200.67	-	-	-
320-00-49261-000-000	TRANSFER FROM WATER UTILITY	-	167,674.71	-	297,663.97	292,562.33
320-00-49262-000-000	TRANSFER FROM SEWER UTILITY	-	89,555.42	-	265,691.13	277,735.55
320-00-49263-000-000	TRANSFER IN FROM LIBRARY FUND	-	-	-	-	-
320-00-49300-000-000	BOND PREMIUMS	34,951.63	-	-	-	-
		203,246.02	435,683.00	1,026,000.00	1,838,450.79	922,988.80
320-00-58004-000-000	CLEAN WATER FUND LOAN	-	62,974.72	151,015.15	196,641.51	196,613.55
320-00-58017-000-000	2024 STATE TRUST FUND LOAN	-	-	-	-	101,783.82
320-00-58030-000-000	2015A GO NOTES	7,511.33	50,393.80	49,270.50	49,270.50	49,147.20
320-00-58031-000-000	2016A GO BONDS	46,410.48	119,750.00	8,875.00	117,750.00	115,750.00
320-00-58032-000-000	2018 ELGIN SWEEPER	24,169.92	24,169.92	-	-	-
320-00-58033-000-000	2018 GO NOTE	-	58,061.00	57,791.00	58,061.00	58,061.00
320-00-58034-000-000	SAFE DRINKING WATER FUND LOAN	-	65,319.41	56,929.14	65,310.17	65,300.73
320-00-58035-000-000	LIBRARY CONSTRUCTION LOAN	-	-	-	-	-
320-00-58036-000-000	2020A GO NOTE	34,585.00	34,585.00	-	57,060.00	57,132.50
320-00-58037-000-000	2020B GO BOND	12,598.40	12,598.40	1,028,598.40	1,028,598.40	-
320-00-58038-000-000	2019 POLICE SQUAD LEASE	7,030.75	7,030.75	-	-	-
320-00-58039-000-000	LOADER LEASE LIABILITY	24,112.02	-	-	-	-
320-00-58040-000-000	2023A GO BONDS	-	-	146,412.50	264,959.21	278,400.00
320-00-58200-000-000	INTEREST-LONG TERM DEBT	-	-	-	-	-
320-00-58201-000-000	DEBT SERVICE FEES	400.00	800.00	800.00	800.00	800.00
320-00-58202-000-000	DEBT ISSUANCE COSTS	-	-	10,000.00	-	-
320-00-58290-000-000	PRINCIPAL-REFINANCED DEBT	-	-	-	-	-
320-00-58900-000-000	PRINCIPAL PYMT-REFINANCED DEBT	-	-	-	-	-
		156,817.90	435,683.00	1,509,691.69	1,838,450.79	922,988.80

2025 Budget Worksheet

Capital Improvements Budget Worksheet								
Account Number	Short account description	2022 Actual 12/31/2022	2023 Actual 12/31/2023	2023 Budget	2024 Actual 09/09/2024	2024 Budget	2025 Proposed Budget	
470-00-41000-110-000	TAX LEVY	182,858.96	400,491.59	400,491.59	290,000.00	290,000.00	414,000.00	43%
470-00-43300-000-000	OTHER FEDERAL AID	-	64,658.24	-	178,682.72	-	-	
470-00-43690-000-000	LIBRARY DONATION	1,770.00	-	-	-	-	-	
470-00-49100-000-000	PROCEEDS OF LONG-TERM DEBT	-	215,000.00	-	-	-	-	
470-00-49101-000-000	PREMIUMS OF LONG-TERM DEBT	-	4,106.92	-	-	-	-	
470-00-49200-000-000	OPERATING TRANSFER IN	65,891.40	17,954.77	-	-	-	-	
		250,520.36	702,211.52	400,491.59	468,682.72	290,000.00	414,000.00	43%
470-00-51210-810-000	Municipal Court	-	-	1,000.00	-	1,000.00	1,000.00	0%
470-00-51420-810-000	VILLAGE OFFICE OUTLAY	-	-	1,000.00	1,880.45	1,000.00	1,000.00	0%
470-00-51530-810-000	Assessment of Property-Reval	-	-	-	-	-	-	
470-00-51610-810-000	VILLAGE HALL OUTLAY	-	23,875.00	3,000.00	8,897.00	3,000.00	10,000.00	233%
470-00-51610-811-000	VILLAGE COMPUTER SERVER	-	7,459.00	8,087.00	5,335.00	2,000.00	-	
470-00-51610-812-000	ELECTION EQUIPMENT	-	-	-	-	-	-	
470-00-51610-813-000	TELEPHONE SYSTEM	1,700.00	1,700.00	2,634.59	-	3,000.00	-	
470-00-52110-810-000	POLICE RADAR OUTLAY	2,571.31	-	2,600.00	1,894.63	500.00	-	
470-00-52110-811-000	POLICE VEHICLE OUTLAY	61,859.50	19,908.57	7,000.00	56,482.53	40,000.00	17,000.00	-58%
470-00-52110-812-000	POLICE RADIO OUTLAY	-	-	1,000.00	2,207.88	3,000.00	21,000.00	600%
470-00-52110-813-000	POLICE OFFICE OUTLAY	-	-	-	3,433.71	1,000.00	2,500.00	150%
470-00-52110-814-000	EMER. GOVERNMENT GENERATOR	2,062.00	1,484.00	2,000.00	965.32	1,000.00	-	
470-00-52110-815-000	POLICE COMPUTERS	-	-	1,500.00	-	1,500.00	6,000.00	300%
470-00-52110-816-000	POLICE DEPARTMENT ADDITION	-	-	-	-	-	-	
470-00-52110-817-000	POLICE EQUIPMENT OUTLAY	12,979.53	1,065.69	5,000.00	7,734.94	15,000.00	35,000.00	133%
470-00-52210-810-000	FIRE DEPT - TRUCK	-	-	-	178,682.72	5,000.00	50,000.00	900%
470-00-52210-811-000	FIRE DEPARTMENT RENT	-	-	-	-	-	-	
470-00-52210-812-000	FIRE DEPARTMENT EQUIP	-	-	5,000.00	-	-	-	
470-00-53240-810-000	PW STREET SWEEPER OUTLAY	-	-	24,170.00	-	15,000.00	15,000.00	0%
470-00-53240-811-000	PW PLOW TRUCK OUTLAY	-	3,889.48	20,000.00	-	25,000.00	25,000.00	0%
470-00-53240-812-000	PW EQUIPMENT-TRUCK	169.50	10,027.00	5,000.00	-	5,000.00	2,500.00	-50%
470-00-53240-813-000	PW EQUIPMENT LOADER	4,700.00	-	15,000.00	24,112.02	25,000.00	25,000.00	0%
470-00-53240-820-000	PW SIDEWALK/TRAILS	20,203.85	103,483.65	15,000.00	188,953.93	50,000.00	50,000.00	0%
470-00-53240-821-000	PW SALT/SAND STORAGE	-	-	-	-	-	-	
470-00-53240-822-000	PW SHOP ADDITION	6,050.00	-	-	6,094.75	-	11,000.00	
470-00-53240-824-000	PW STREET MAINTENANCE	34,652.95	387,563.44	110,000.00	2,449.87	15,000.00	34,000.00	127%
470-00-53440-825-000	PW STORM WATER MAINTENANCE	57,242.15	-	94,000.00	-	20,000.00	20,000.00	0%
470-00-55110-810-000	LIBRARY OUTLAY	5,471.36	2,211.36	2,000.00	1,963.69	-	-	
470-00-55200-810-000	PARKS EQUIPMENT OUTLAY	24,037.40	2,724.94	-	-	7,000.00	-	

2025 Budget Worksheet

Capital Improvements Budget Worksheet								
		2022 Actual	2023 Actual		2024 Actual		2025 Proposed	
Account Number	Short account description	12/31/2022	12/31/2023	2023 Budget	09/09/2024	2024 Budget	Budget	
470-00-55200-811-000	PARKS STREET DECORATIONS	-	-	500.00	1,353.00	1,000.00	3,000.00	200%
470-00-55200-820-000	PARK IMPROVEMENTS	17,437.00	114,763.87	30,000.00	20,629.49	35,000.00	75,000.00	114%
470-00-56710-810-000	Economic Development	-	1,395.88	45,000.00	7,000.00	15,000.00	10,000.00	-33%
470-00-58290-000-000	DEBT ISSUANCE COSTS	-	6,967.95	-	-	-	-	
470-00-59210-000-000	TRANSFER OUT - GENERAL FUND	-	-	-	-	-	-	
470-00-59215-000-000	TRANSFER TO LIBRARY FUND	6,422.32	-	-	-	-	-	
470-00-59230-000-000	TRANSFER OUT-DEBT SERVICE FUND	55,312.69	55,312.69	-	-	-	-	
470-00-59240-000-000	OPERATING TRANSFER OUT	-	-	-	-	-	-	
		312,871.56	743,832.52	400,491.59	520,070.93	290,000.00	414,000.00	43%

Resolution 2024-08

Be it resolved by the Village Board of the Village of Somerset that the 2024 Tax Levy be set at \$2,139,454.21.

Mike Kappers, Village President

Tasia Berger, Village Clerk

Date Approved: 11/19/2024

Resolution 2024-08

Be it resolved by the Village Board of the Village of Somerset that the 2024 Tax Levy be set at \$2,141,432.

Mike Kappers, Village President

Tasia Berger, Village Clerk

Date Approved: 11/19/2024

TITLE 11, CHAPTER 3. OFFENSES AGAINST PROPERTY

Sec. 11-3-1. Injuring or destroying property; posting of unauthorized signs; liability of parents.

- (a) *Destruction of Property.* No person shall willfully injure or intentionally deface, destroy, or unlawfully remove or interfere with any property belonging to the Village of Somerset, the School District, or to any private person without the consent of the owner or proper authority, nor shall any person or organization place or permit to be placed any sign, poster, advertisement, notice, or other writing upon any utility ornamental light pole belonging to the Village without the consent of proper authority. Any signs, posters, advertisements, notices, or other writings so placed shall be removed by law enforcement authorities and the placing person or organization cited for violation of this Section.
- (b) *Parental Liability.* Pursuant to Sec. 895.035, Wis. Stats., the parents of an unemancipated minor shall be liable for the damage of property caused by the willful, malicious or wanton act of such child; such liability shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00).
- (c) *Penalty Provisions.*
 - (1) Any person seventeen (17) years of age or over who violates this Section is subject to a penalty as provided in Section 1-1-6, restitution to the injured party, and the costs of prosecution.
 - (2) Any person twelve (12) years of age to seventeen (17) years of age shall be subject to a forfeiture not to exceed Fifty Dollars (\$50.00) and any other applicable penalty provided by Sec. 938.344, Wis. Stats., as that Section may exist, be amended or changed.
- (d) *Victim Remedies.* Any person or entity injured by a violation of this Section by a minor child shall be advised of the rights and remedies available under Sec. 895.035, Wis. Stats.

State law reference(s)—Sec. 938.343, Wis. Stats.

Sec. 11-3-2. Littering; depositing debris; scattering handbills.

- (a) *Littering Prohibited.* No person shall throw any glass, refuse or waste, filth or other litter upon the streets, alleys, highways, public parks or other property of the Village of Somerset, or upon property within the Village owned by the Somerset School District or any private person, or upon the surface of any body of water within the Village.
- (b) *Litter From Conduct of Commercial Enterprise.*
 - (1) *Scope.* The provisions of this Subsection shall apply to all sales, promotions and other commercial ventures that result in litter being deposited on any street, alley or other public way.
 - (2) *Litter to be cleaned up.* Any person, firm, corporation or association carrying on an enterprise that results in litter being deposited on any street, alley or other public way shall clean up the same within twelve (12) hours of the time the same is deposited. If any such litter is subject to being blown about, it shall be picked up immediately. If any such litter is likely to attract animals or vermin, such litter shall be picked up immediately.
 - (3) *Litter picked up at litterer's expense.* If any person, firm, corporation or association fails to pick up any litter as required by Subsection (b)(1) within the time specified, the Village shall arrange to have the same picked up by Village crews or by private enterprise. The entire expense of picking up such litter,

together with an additional charge of twenty percent (20%) for administrative expenses, shall be charged to the person, firm, corporation or association that did the littering. If such sum is not promptly paid, steps shall be taken, with the advice of the Village Attorney's office, to collect the same. This charge shall be in addition to any forfeiture or other penalty for violation of this Section.

- (c) *Depositing of Materials Prohibited.* It shall be unlawful for any person to deposit, cause or permit to be deposited, placed or parked any vegetation, grass, leaves, foliage, earth, sand, gravel, water, snow, ice, debris, waste material, foreign substance, construction materials, equipment or object upon any street, sidewalk or public property without authorization of the Village Board or Director of Public Works to the provisions of this Code of Ordinances, or upon any private property without the consent of the owner or lessee of the property. Any person who deposits, causes or permits to be deposited, placed or parked any such materials, equipment or objects upon any street, sidewalk or property shall be responsible to properly mark or barricade the area so as to prevent a safety hazard.
- (d) *Handbills.*
 - (1) *Scattering Prohibited.* It shall be unlawful to deliver any handbills or advertising material to any premises in the Village except by being handed to the recipient, placed on the porch, stoop or entrance way of the building or firmly affixed to a building so as to prevent any such articles from being blown about, becoming scattered or in any way causing litter.
 - (2) *Papers in Public Places Prohibited.* It shall be unlawful to leave any handbills, advertising material or newspapers unattended in any street, alley, public building or other public place, provided that this shall not prohibit the sale of newspapers in vending machines.

Sec. 11-3-3. Abandoned refrigerators; removal of door.

No person shall leave or permit to remain outside of any dwelling, building or other structure, or within any unoccupied or abandoned building, dwelling or other structure under his/her control in a place accessible to children any abandoned, unattended or discarded ice box, refrigerator or other container which has an airtight door or lid, snap lock or other locking device which may not be released from the inside without first removing said door or lid, snap lock or other locking device from said ice box, refrigerator or container, unless such container is displayed for sale on the premises of the owner or his/her agent and is securely locked or fastened.

Sec. 11-3-4. Theft of library materials; theft; failure to return; detention by library employee.

- (a) *Definitions.* For the purposes of this Section, certain words and terms are defined as follows:
 - (1) *Archives.* A place in which public or institutional records are systematically preserved.
 - (2) *Library.* Means any public library, library of an educational or historical organization or society or museum, and specifically the public libraries within the Village of Somerset and school libraries.
 - (3) *Library Material.* Includes any book, plate, picture photograph, engraving, painting, drawing, map, newspaper, magazine, pamphlet, broadside, manuscript, document, letter, public record, microform, sound recording, audiovisual materials in any format, magnetic or other tapes, electronic data processing records, or other tapes, artifacts or other documents, written or printed materials, regardless of physical form of characteristics, belonging to, on loan to or otherwise in the custody of a library.
- (b) *Possession Without Consent Prohibited.* Whoever intentionally takes and carries away, transfers, conceals or retains possession of any library material without the consent of a library official, agent or employee and with intent to deprive the library of possession of the material may be subject to a forfeiture as provided by the general penalty provisions of this Code. The failure to return library material after its proper return date,

after written notice from the library and Village Attorney, shall be deemed to be theft. Notice shall be considered given when written notice is mailed to the last-known address of the person with the overdue material; the notice date shall be the date of mailing.

- (c) *Concealment.* The concealment of library material beyond the last station for borrowing library material in a library is evidence of intent to deprive the library of possession of the material. The discovery of library material which has not been borrowed in accordance with the library's procedures or taken with consent of a library official, agent or employee and which is concealed upon the person or among the belongings of another is evidence of intentional concealment on the part of the person so concealing the material.
- ~~(d) *Detention Based on Probable Cause.* An official or adult employee or agent of a library who has probable cause for believing that a person has violated this Section in his or her presence may detain the person in a reasonable manner for a reasonable length of time to deliver the person to a law enforcement officer or to the person's parent or guardian in the case of a minor. The detained person shall be promptly informed of the purpose of the detention and be permitted to make telephone calls, but shall not be interrogated or searched against his or her will before the arrival of a law enforcement officer who may conduct a lawful interrogation of the accused person. Compliance with this Section entitles the official, agent or employee effecting the detention to the same defense in any action as is available to a peace officer making an arrest in the line of duty.~~
- (d) *Damaging Material Prohibited.* No person shall mar, deface or in any other way damage or mutilate any book, periodical, pamphlet, picture or other article or property belonging to or in charge of the library. Any person convicted of violating this Subsection shall be subject to the penalties as set forth in Section 1-1-6.
- (e) *Return Demanded.* No person shall fail, on demand, to return any book periodical, pamphlet, picture or other articles or property belonging to or in charge of the Public Library according to the rules or regulations duly made and adopted by the Library Board and no person shall remove from the library any book, periodical, pamphlet, picture or other articles or property without first having it charged as provided by such rules and regulations. Any person convicted of violating any provision of this Subsection shall be subject to the penalties as set forth in Section 1-1-6.

State law reference(s)—Section 943.61, Wis. Stats.

Sec. 11-3-5. Cemeteries; rules and regulations.

- (a) *Purpose and Definition.* In order to protect cemetery areas within the Village from injury, damage or desecration, these regulations are enacted. The term "cemetery" as hereinafter used in this Section shall include all cemetery property, grounds, equipment and structures, both privately and publicly owned, which are located within the Village of Somerset.
- (b) *Authority to Establish Rules and Regulations.* The cemetery property owner shall have the authority to establish reasonable rules and regulations to regulate and govern the operation of any cemetery in accordance with state law and this Code of Ordinances. The cemetery property owner shall reserve the right to prohibit and regulate the planting or placement of any flowers, plants, vines, shrubs, trees, flower pots, urns or other objects on cemetery property. Placements of any such plantings, containers or objects shall be in accordance with established regulations of the cemetery property owner.
- (c) *Specific Regulations.*
 - (1) *Disturbing Cemetery Property.* No person shall cut, remove, damage or carry away any flowers, plants, vines, shrubs or trees from any cemetery lot or property except the owner of the cemetery lot or a person with the cemetery lot owner's consent or any cemetery employee or representative engaged in official cemetery duties for the cemetery owner; nor shall any person without proper authority remove, deface, mark or damage in any manner any cemetery markers, headstones, monuments,

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- fences or structures; nor shall any person without proper authority remove, damage or destroy any vases, flower pots, urns or other objects which have been placed on any cemetery lot; nor shall any person move or remove any cemetery equipment without the owner's consent.
- (2) *Protection of Cemetery Property.* No person shall trap in any cemetery without specific written authorization of the owner; nor shall any person kill, injure or disturb or attempt to injure or disturb, any animals, birds or waterfowl, wild or domestic within any cemetery in any manner except as provided by this Code of Ordinances; nor shall any person climb any tree, break, cut down, trample upon, remove or in any manner injure, deface, write upon or in any manner damage any tree, shrub, flower, flower bed, turf, grassy area, soil, building, structure, equipment, official notice, sign or other property within any cemetery. No picnic, parties, or similar gatherings are permitted.
- (3) *Motor Vehicles.* Motor vehicles are restricted to the roads and drives and parking areas. Except for authorized maintenance vehicles, no person shall operate an unlicensed or licensed motorized vehicle on any cemetery property outside of areas specifically designated as parking areas or areas where the operation of such vehicles is specifically permitted. It shall be unlawful for a person to engage in any off-roadway operation of a motorized vehicle on cemetery property without the owner's consent.
- (4) *Speed Limit.* No person shall operate any motorized vehicle in any cemetery in excess of fifteen (15) miles per hour unless otherwise posted.
- (5) *Parking.* No person, without the owner's consent, shall park any motor vehicle in any cemetery on any grassy or seeded area or upon any location except a designated parking area; nor shall any person park a motor vehicle on cemetery property for any purpose except engaging in official cemetery business. Any unlawfully parked motor vehicle may be towed or removed by the cemetery property owner at the vehicle owner's expense.
- (6) *Littering Prohibited.* No person shall litter, dump or deposit any rubbish, refuse, earth or other material in any cemetery without the owner's consent.
- ~~(7) *Pets.* Pets, including animals of any species, and horses are prohibited in any cemetery.~~
- (7) *Sound Devices.* No person shall operate or play any amplifying system or sound device in any cemetery without the owner's consent.
- (8) *Authorized Notices.* No person shall post, paste, fasten, paint or attach any placard, bill, notice, sign or advertising matter upon any structure, tree or other natural object in any cemetery, except cemetery regulations and other signs authorized by the owner. No person shall remove, deface or damage in any manner any official sign or notice posted in any cemetery.
- (9) *Loitering Prohibited.* No person shall loiter or cause a nuisance or engage in any sport or exercise on any cemetery property without the owner's consent.
- ~~(11) *Alcoholic Beverages Prohibited.* No person shall consume or have in his/her possession any open container containing an alcohol beverage upon any cemetery property within the Village unless the property is specifically named as being part of a licensed premises.~~
- (10) *Play Vehicles Prohibited.* No person shall operate or make use of a play vehicle upon any cemetery property without the owner's consent. As used in this Section, a play vehicle shall mean any coaster, skateboard, roller skates, sled, toboggan, unicycle or toy vehicle upon which a person may ride.
- (11) *Presence After Hours Prohibited.* No person shall be present upon any cemetery property without the owner's consent during posted hours when the cemetery is not open to the public.

Sec. 11-3-6. Damaging street lamps, windows, fire hydrants, or other public property.

- (a) *Damaging Public Property.* No person shall climb any tree or pluck any flowers or fruit, wild or cultivated, or break, cut down, trample upon, remove, or in any manner injure or deface, write upon, defile or ill use any tree, shrub, flower, flower bed, turf, fountain, ornament, statue, building, fence, apparatus, bench, table, official notice, sign, bridge, structure or other property within any park or parkway, or in any way injure, damage or deface any public building, sidewalk or other public property in the Village of Somerset.
- (b) *Breaking of Street Lamps or Windows.* No person shall break glass in any street lamps or windows of any building owned or occupied by the Village.
- (c) *Damaging Fire Hydrants and Water Mains.* No person shall, without the authority of Village authorities, operate any valve connected with the street or water supply mains, or open any fire hydrant connected with the water distribution system, except for the purpose of extinguishing a fire. No person shall injure or impair the use of any water main or fire hydrant.

Sec. 11-3-7. Shoplifting; detention by merchant's employee.

- (a) Whoever intentionally alters indicia of price or value of merchandise or takes and carries away, transfers, conceals or retains possession of merchandise held for resale by a merchant without consent and with intent to deprive the merchant permanently of possession or the full purchase price may be penalized as provided in Subsection (d).
- (b) The intentional concealment of unpurchased merchandise which continues from one floor to another or beyond the last station for receiving payments in a merchant's store is evidence of intent to deprive the merchant permanently of possession of such merchandise without paying the purchase price thereof. The discovery of unpurchased merchandise concealed upon the person or among the belongings of another is evidence of intentional concealment on the part of the person so concealing such goods.
- ~~(c) — A merchant or merchant's adult employee who has probable cause for believing that a person has violated this Section in his/her presence may detain such person in a reasonable manner for a reasonable length of time to deliver him/her to a peace officer, or to his/her parent or guardian if a minor. The detained person must be promptly informed of the purpose for the detention and may make phone calls, but he/she shall not be interrogated or searched against his/her will before the arrival of a law enforcement officer who may conduct a lawful interrogation of the accused person. Compliance with this Subsection entitles the merchant or his/her employee affecting the detention to the same defense in any action as is available to a law enforcement officer making an arrest in the line of duty.~~
- (c) If the value of the merchandise does not exceed One Hundred Dollars (\$100.00), any person violating this Section shall forfeit not more than Two Hundred Dollars (\$200.00). If the value of the merchandise exceeds One Hundred Dollars (\$100.00), this Section shall not apply and the matter shall be referred to the District Attorney for criminal prosecution.

State law reference(s) — Section 943.50, Wis. Stats.

Sec. 11-3-8. Uttering worthless checks.

- (a) Whoever issues any check or other order for the payment of money less than One Thousand Dollars (\$1,000.00) which, at the time of issuance, he/she intends shall not be paid is guilty of a violation of this Section.
- (b) Any of the following is prima facie evidence that the person at the time he/she issued the check or other order for payment of money intended it should not be paid:

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- (1) Proof that, at the time of issuance, the person did not have an account with the drawee; or
 - (2) Proof that, at the time of issuance, the person did not have sufficient funds or credit with the drawee and that the person failed within five (5) days after receiving notice of non-payment or dishonor to pay the check or other order; or
 - (3) Proof that, when presentment was made within a reasonable time, the person did not have sufficient funds or credit with the drawee and the person failed within five (5) days after receiving notice of non-payment or dishonor to pay the check or other order.
- (c) This Section does not apply to a post-dated check or to a check given in past consideration, except a payroll check.

Sec. 11-3-9. Trespassing on private property; entering dwelling without consent.

- (a) *Trespass to Land.* No person shall trespass on any private property within the Village, "Trespass" is defined as the entering or remaining upon land in possession of another without consent or other privilege to do so. No person shall enter or remain on any land after having been notified by the owner or occupant not to remain on the premises.
- (b) *Trespass to Dwelling.* No person shall intentionally enter the dwelling of another without the consent of some person lawfully upon the premises, under circumstances tending to create or provoke a breach of the peace.

Sec. 11-3-10. Clean indoor air; restrictions on smoking.

- (a) *State Statute Adopted.* The provisions of Chapter 101.123, Wis. Stats., relating to the Regulation of Smoking and Clean Indoor Air, except provisions therein relating to penalties to be imposed, are hereby adopted by reference and made a part of this Section as is fully set forth herein. Any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited by this Section. Any future amendment, revisions or modifications of the statutes incorporated herein are intended to be made a part of this Section.
- (b) *Smoking Prohibited Within or Upon All Buildings and Equipment Owned, Leased or Rented by the Village.* In recognition of a need to protect the health and comfort of the public and Village employees from the detrimental effects of smoking, pursuant to the authority granted to the Village by Sec. 101.123(2)(c), Wis. Stats., smoking as defined by Section 101.123(1)(h), Wis. Stats., is hereby prohibited by any person within or upon all buildings and enclosed equipment owned, leased or rented by the Village of Somerset, except in designated areas.

Sec. 11-3-11. Theft; acts enumerated.

- (a) *Acts.* Whoever does any of the following may be penalized as provided in Section 1-1-6 of this Code of Ordinances:
 - (1) Intentionally takes and carries away, uses, transfers, conceals or retains possession of movable property of another without his/her consent and with intent to deprive the owner permanently of possession of such property.
 - (2) By virtue of his/her office, business or employment, or as trustee or bailee, having possession or custody of money or of a negotiable security, instrument, paper or other negotiable writing of another, intentionally uses, transfers, conceals or retains possession of such money, security, instrument, paper or writing without the owner's consent, contrary to his/her authority, and with intent to convert to his/her own use or to the use of any other person except the owner. A refusal to deliver any money or

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- a negotiable security, instrument, paper or other negotiable writing, which is in his/her possession or custody by virtue of his/her office, business or employment, or as trustee or bailee, upon demand of the person entitled to receive it, or as required by law, is prima facie evidence of an intent to convert to his/her own use within the meaning of this Subsection.
- (3) Having a legal interest in movable property, intentionally and without consent, take such property out of the possession of the pledgee or such other person having a superior right of possession with intent thereby to deprive the pledgee or other person permanently of the possession of such property.
 - (4) Obtains title to property of another by intentionally deceiving him/her with a false representation which is known to be false, made with intent to defraud, and which does defraud the person to whom it is made. "False representation" includes a promise made with intent not to perform it if it is a part of a false and fraudulent scheme.
 - (5) Intentionally fails to return any personal property which is in his/her possession or under his/her control by virtue of a written lease or written rental agreement, within ten (10) days after the lease or rental agreement has expired.
- (b) *Definitions.* The following definitions shall be applicable in this Section:
- (1) *Property.* All forms of tangible property, whether real or personal, without limitation including electricity, gas and documents which represent or embody a choice in action or other intangible rights.
 - (2) *Movable Property.* Property whose physical location can be changed, without limitation, including electricity and gas, documents which represent or embody intangible rights, and things growing on or affixed to or found in land.
 - (3) *Value.* The market value at the time of the theft or the cost to the victim of replacing the property within the reasonable time after the theft, whichever is less, if the property stolen is a document evidencing a choice in action or other intangible right; value means either the market value of the chose in action or other right or the intrinsic value of the document, whichever is greater. If the thief gave consideration for or had a legal interest in the stolen property, the amount of such consideration or value of such interest shall be deducted from the total value of the property.
 - (4) *Property of Another.* Includes property in which the actor is a co-owner and property of a partnership of which the actor is a member unless the actor and the victim are husband and wife.

Sec. 11-3-12. Defrauding landlords.

- (a) *Prohibited Acts.* Any person who, with intent to defraud, does any of the following shall be guilty of violating this Section:
- (1) Intentionally absconds without paying rent that has been contractually agreed upon in an oral or written lease with a landlord. Prima facie evidence of intentionally absconding will be established if a tenant fails to pay rent due prior to the vacating of the rental premise by the tenant, and the non-payment of said rent continues for a period of five (5) days after vacation of the premise. Sec. 943.215, Wis. Stats., exclusive of penalties, is adopted and by reference made a part of this Section as if fully set forth herein. Any act prohibited by Sec. 943.215, Wis. Stats., is prohibited by this Section. Any future amendments, revisions, or modification to Sec. 945.215, Wis. Stats., is intended to be made a part of this Section.
 - (2) Issues any check, money order or any other form of bank or monetary draft as a payment of rent, where such document lacks sufficient funds, where the account is closed, or where such draft is unredeemable in any other form or fashion. Prima facie evidence of intention to defraud will be established if a tenant fails, within five (5) days of a written demand by the landlord or agent, to pay in

full the total amount of the draft presented as rent payment plus any bank charges to the landlord attributable to the unredeemability of the draft.

- (b) *Applicability.* This Section shall apply to rental agreements between residential landlords and tenants only. The words and terms used in this Section shall be defined and construed in conformity with the provisions of Chapter AG 134, Wis. Adm. Code, Chapter 704, Wis. Stats., and Section 990.001(1), Wis. Stats. The act of service by a landlord of a legal eviction notice or notice to terminate tenancy shall not, in itself, act as a bar to prosecution under this Section.
- (c) *Procedure.* An officer may issue a citation only when the complainant provides the following:
 - (1) The name and current address of the tenant, a copy of the subject lease agreement, or sworn testimony of the terms of the subject oral lease.
 - (2) The amount of rent due, the date it was due, the date the tenant actually vacated the premise, and testimony that the rent remained unpaid for not less than five (5) days after vacating and that the tenant did not notify or attempt to notify the complainant of the tenant's new address, or that the tenant knowingly gave the complainant a false address.
 - (3) As to an unredeemable payment, the document used for attempting rent payment, the written demand for payment of the full amount plus bank charges, proof that the tenant received the written demand, and testimony that at least five (5) days have elapsed since the demand was received and no payment has been made.

State law reference(s)—Chapter 704 and Section 990.001(1), Wis. Stats.

Sec. 11-3-13. Graffiti declared nuisance; removal.

- (a) *Definition.* "Graffiti" is any drawing, figure, inscription, symbol, or other marking which is scratched, painted, drawn in pen or marker, or placed by some other permanent or semi-permanent means upon sidewalks, streets, public or private structures or any other place in public view without the express permission or consent of the property owner.
- (b) *Public Nuisance.* Graffiti is hereby declared to be a public nuisance, as defined under Title 11, Chapter 6 of this Code, affecting peace and safety.
- (c) *Prohibitions.* No person shall write, spray, scratch or otherwise affix graffiti upon any property whether private or public without the consent of the owner or owners of said property. Any person who shall affix graffiti to any property without the consent of the owner shall be liable for the costs of removing or covering such graffiti in addition to any fines imposed for violating this Section. The parents of any unemancipated minor child who affixed graffiti shall be held liable for the cost of removing or covering said graffiti in accordance with Sec. 895.035, Wis. Stats.
- (d) *Removal By Property Owner.*
 - (1) Every owner of a structure or property defaced by graffiti shall cover or remove the graffiti within fifteen (15) days in compliance with written notice served upon them by the Police Department to remove or cover such graffiti.
 - (2) In the event any owner fails to comply with the above-mentioned notice, the Police Department may have the graffiti covered or removed, and in such event, all costs, fees and expenses will be assessed to said owners real estate taxes pursuant to Sec. 66.60(16), Wis. Stats.

Sec. 11-3-14. Adoption of state statute regarding theft of telecommunications service.

- (a) Sec. 943.45, Wis. Stats., exclusive of penalties, is adopted and by reference made a part of this Code as if fully set forth herein. Any act prohibited by Sec. 943.45, Wis. Stats., is prohibited by this Section. Any future amendments, revisions, or modifications to Sec. 943.45, Wis. Stats., is intended to be made a part of this Section.
- (b) Whoever violates this Section shall be penalized as provided for in Section 1-1-6.

Sec. 11-3-15. Adoption of state statute regarding theft of cable television service.

- (a) Sec. 943.46, Wis. Stats., exclusive of penalties, is adopted and by reference made a part of this Code as if fully set forth herein. Any act prohibited by Sec. 943.46, Wis. Stats., is prohibited by this Section. Any future amendments, revisions, or modifications to Sec. 943.46, Wis. Stats., is intended to be made a part of this Section.
- (b) Whoever violates this Section shall be penalized as provided for in Section 1-1-6.

TITLE 11, CHAPTER 6. PUBLIC NUISANCES

Sec. 11-6-1. Maintenance of public nuisances.

No person shall erect, contrive, cause, continue, maintain or permit to exist any public nuisance within the Village of Somerset.

Sec. 11-6-2. Definition of public nuisance.

A public nuisance is a thing, act, occupation, condition or use of property which shall continue for such length of time as to:

- (a) Substantially annoy, injure or endanger the comfort, health, repose or safety of the public;
- (b) In any way render the public insecure in life or in the use of property;
- (c) Greatly offend the public morals or decency;
- (d) Unlawfully and substantially interfere with, obstruct or tend to obstruct or render dangerous for passage any street, alley, highway, navigable body of water or other public way or the use of public property.

Sec. 11-6-3. Public health nuisances; enumeration.

The following acts, omissions, places, conditions and things are hereby specifically declared to be public health nuisances, but such enumeration shall not be construed to exclude other health nuisances coming within the definition of Section 11-6-2:

- (a) *Adulterated Food.* All decayed, harmfully adulterated or unwholesome food or drink sold or offered for sale to the public.
- (b) *Unburied Carcasses.* Carcasses of animals, birds or fowl not intended for human consumption or foods which are not buried or otherwise disposed of in a sanitary manner within twenty-four (24) hours after death.
- (c) *Breeding Places for Vermin, Etc.* Accumulations of decayed animal or vegetable matter, trash, rubbish, rotting lumber, bedding, packing material, scrap metal or any material whatsoever in which flies, mosquitoes, disease-carrying insects, rats or other vermin may breed.
- (d) *Stagnant Water.* All stagnant water in which mosquitoes, flies or other insects can multiply.
- (e) *Garbage Cans.* Garbage cans which are not fly-tight.
- (f) *Noxious Weeds.* All noxious weeds and other rank growth of vegetation.
- (g) *Water Pollution.* The pollution of any public well or cistern, stream, lake, canal or other body of water by sewage, creamery or industrial wastes or other substances.
- (h) *Noxious Odors, Etc.* Any use of property, substances or things within the Village ~~or within four (4) miles thereof or~~ causing ~~any~~ foul, offensive, ~~noisome, nauseous, noxious~~ or disagreeable odors, gases, effluvia or stench ~~extremely repulsive to the physical senses of ordinary persons which~~ that significantly annoy, ~~discomfort, injure~~ or inconvenience a substantial number of persons within the

Village. Agriculture activities may be exempt under specific conditions. ~~the health of any appreciable number of persons within the Village.~~

- (i) *Street Pollution.* Any use of property which shall cause any nauseous or unwholesome liquid or substance to flow into or upon any street, gutter, alley, sidewalk or public place within the Village.
- (j) *Animals at Large.* All animals running at large.
- (k) *Accumulations of Refuse.* ~~Accumulations of old cans, lumber, elm firewood and other refuse.~~
- (l) *Air Pollution.* The escape of smoke, soot, cinders, noxious acids, fumes, gases, fly ash or industrial dust within the limits ~~or within one (1) mile therefrom~~ in such quantities as to endanger the health of persons of ordinary sensibilities or to threaten or cause substantial injury to property.

Sec. 11-6-4. Public nuisances offending public morals and decency; enumeration.

The following acts, omissions, places, conditions and things are hereby specifically declared to be public nuisances offending public morals and decency, but such enumeration shall not be construed to exclude other nuisances offending public morals and decency coming within the definition of Section 11-6-2:

- (a) *Disorderly Houses.* All disorderly houses, bawdy houses, houses of ill fame, gambling houses and buildings or structures kept or resorted to for the purpose of prostitution, promiscuous sexual intercourse or gambling.
- (b) *Gambling Devices.* All gambling devices and slot machines, except as permitted by state law.
- (c) *Unlicensed Sale of Liquor and Beer.* All places where intoxicating liquor or fermented malt beverages are sold, possessed, stored, brewed, bottled, manufactured or rectified without a permit or license as provided for the ordinances of the Village.
- (d) *Continuous Violation of Village Ordinances.* Any place or premises within the Village where Village ordinances or state laws relating to public health, safety, peace, morals or welfare are openly, continuously, repeatedly and intentionally violated.
- (e) *Illegal Drinking.* Any place or premises resorted to for the purpose of drinking intoxicating liquor or fermented malt beverages in violation of the laws of the State of Wisconsin or ordinances of the Village.

Sec. 11-6-5. Public nuisances affecting peace and safety; enumeration.

The following acts, omissions, places, conditions and things are hereby declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety coming within the definition of Section 11-6-2:

- (a) *Signs, Billboards, Etc.* All signs and billboards, awnings and other similar structures over or near streets, sidewalks, public grounds or places frequented by the public, so situated or constructed as to endanger the public safety.
- (b) *Illegal Buildings.* All buildings erected, repaired or altered in violation of the provisions of the ordinances of the Village relating to materials and manner of construction of buildings and structures within the Village.
- (c) *Unauthorized Traffic Signs.* All unauthorized signs, signals, markings or devices placed or maintained upon or in view of any public highway or railway crossing which purport to be or may be mistaken as an official traffic control device, railroad sign or signal or which, because of its color, location, brilliance or manner of operation, interferes with the effectiveness of any such device, sign or signal.

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- (d) *Obstruction of Intersections.* All trees, hedges, billboards or other obstructions which prevent persons driving vehicles on public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk.
 - (e) *Tree Limbs.* All limbs of trees which project over a public sidewalk less than ten (10) feet above the surface thereof and all limbs which project over a public street less than fourteen (14) feet above the surface thereof.
 - ~~(f) *Dangerous Trees.* All trees which are a menace to public safety or are the cause of substantial annoyance to the general public.~~
 - (f) *Fireworks.* All use or display of fireworks except as provided by the laws of the State of Wisconsin and Ordinances of the Village.
 - (g) *Dilapidated Buildings.* All buildings or structures so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human use.
 - (h) *Wires Over Streets.* All wires over streets, alleys or public grounds which are strung less than fifteen (15) feet above the surface thereof.
 - (i) *Noisy Animals or Fowl.* The keeping or harboring of any animal or fowl which, by frequent or habitual howling, yelping, barking, crowing or making of other noises shall greatly annoy or disturb a neighborhood or any considerable number of persons within the Village.
 - (j) *Obstructions of Streets: Excavations.* All obstructions of streets, alleys, sidewalks or crosswalks and all excavations in or under the same, except as permitted by the ordinances of the Village or which, although made in accordance with such ordinances, are kept or maintained for an unreasonable or illegal length of time after the purpose thereof has been accomplished, or which do not conform to the permit.
 - (k) *Open Excavations.* All open and unguarded pits, wells, excavations or unused basements accessible from any public street, alley or sidewalk.
 - ~~(m) *Abandoned Refrigerators.* All abandoned refrigerators or iceboxes from which the doors and other covers have not been removed or which are not equipped with a device for opening from the inside.~~
 - (l) *Flammable Liquids.* Repeated or continuous violations of the ordinances of the Village or laws of the State relating to the storage of flammable liquids.
 - (m) *Unremoved Snow.* All snow and ice not removed or sprinkled with ~~ashes, sawdust~~, sand or other chemical removers, as provided in this Code.

Sec. 11-6-6. Abatement by owner, village or court action.

- (a) *Summary Abatement.*
 - (1) *Notice to Owner.* If the inspecting officer determines that a public nuisance exists within the Village and that there is a danger of public health, safety, peace, morals or decency, notice may be served by the inspecting officer or an authorized deputy on the person causing, maintaining or permitting such nuisance or on the owner or occupant of the premises where such nuisance is caused, maintained or permitted; and a copy of such notice shall be posted on the premises. Such notice shall direct the person causing, maintaining or permitting such nuisance, or the owner or occupant of the premises, to abate or remove such nuisance within a period not less than twenty-four (24) hours or greater than seven (7) days and shall state that unless such nuisance is so abated, the Village will cause the same to be abated and will charge the cost thereof to the owner, occupant or person causing, maintaining or permitting the nuisance, as the case may be.

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- (2) *Abatement by Village.* If the nuisance is not abated within the time provided or if the owner, occupant or person causing the nuisance cannot be found, the officer having the duty of enforcement shall cause the abatement or removal of such public nuisance.
- (b) *Abatement by Court Action.* If the inspecting officer determines that a public nuisance exists on private premises, but that the nature of such nuisance is not such as to threaten great and immediate danger to the public health, safety, peace, morals or decency, the inspector or sanitarian shall file a written report of such findings with the Village President who, upon direction of the Village Board, shall cause an action to abate such nuisance to be commenced in the name of the Village in St. Croix County Circuit Court in accordance with the provisions of Chapter 823, Wis. Stats.
- (c) *Court Order.* Except where necessary under Subsection (a), no officer hereunder shall use force to obtain access to private property to abate a public nuisance, but shall request permission to enter upon private property if such premises are occupied and, if such permission is denied, shall apply to any court having jurisdiction for an order assisting the abatement of the public nuisance.
- (d) *Other Methods Not Excluded.* Nothing in this Chapter shall be construed as prohibiting the abatement of public nuisances by the Village or its officials in accordance with the laws of the State of Wisconsin.

Sec. 11-6-7. Costs of abatement to be collected from person maintaining nuisance.

In addition to any other penalty imposed by this Chapter for the erection, contrivance, creation, continuance or maintenance of a public nuisance, the cost of abating a public nuisance by the Village shall be collected as a debt from the owner, occupant or person causing, permitting or maintaining the nuisance, such cost shall be assessed against the real estate as a special charge.

Sec. 11-6-8. Jurisdiction of officials for enforcement; penalties for violation.

- (a) *Enforcement.* The Chief of Police, Fire Chief, Director of Public Works, ~~and~~ Building Inspector, and Zoning Administrator shall enforce those provisions of this Chapter that come within the jurisdiction of their offices, and they shall make periodic inspections and inspections upon complaint to insure that such provisions are not violated. No action shall be taken under Section 11-6-6 to abate a public nuisance unless the officer has inspected or caused to be inspected the premises where the nuisance is alleged to exist and is satisfied that a nuisance does, in fact, exist.
- (b) *General Penalty.* Any person who shall violate any provision of this Chapter shall be subject to a penalty as provided in Section 1-1-6.

Sec. 6-2-2. Sidewalks; permit; construction standards; costs.

- (a) *Board May Order.* The Village Board may determine that sidewalks or curb and gutter may be constructed, laid, rebuilt or repaired along or upon any public street, right-of-way or highway within the Village. The Village Board may determine or change the width or grade of any street or sidewalk.
- (b) *Cost of Sidewalks.*
- (1) *New Subdivision Sidewalks.* Sidewalks required in new subdivisions and developments ~~shall~~ ~~may~~ **shall** be paid for by the land divider pursuant to Title 14 of this Code of Ordinances. Abutting property owners shall pay the cost of new sidewalks constructed in existing areas of the Village of Somerset as required by the Village Board as follows:
- When new sidewalks are installed on one (1) side of the street without sidewalks on either side, one hundred percent (100%) of the assessment shall be distributed equally between property owners on both sides of the street.
 - When new sidewalks are installed on both sides of the street, one hundred percent (100%) of the cost shall be evenly distributed to adjoining property owners.
 - The entire cost of sidewalk construction abutting tax exempt property and existing planned development projects shall be assessed to such property.
 - The cost to be assessed shall be the bid price of the sidewalk plus the engineering cost attributable to the sidewalk along with any other costs the Village may determine to be a proper exercise of its statutory powers.
 - But for corner lots at the intersection of two (2) streets where sidewalks are constructed along either street, one hundred percent (100%) of the assessment for the corner lot shall be charged against the respective, adjoining property owner of the corner lot.
- (2) *Sidewalk Repair and Reconstruction.* **At the direction of the Village Board,** ~~it shall~~ ~~may~~ **shall** be the duty of the abutting property owner on each side of the street to construct and repair, and the duty of the abutting property owner to maintain sidewalks along or upon any street, alley, or highway in the Village of Somerset ~~as required by the Village Board~~ and to pay the cost thereof as follows:
- When sidewalks are reconstructed on one (1) side of the street without sidewalks on either side, fifty percent (50%) of the assessment shall be distributed equally between property owners on both sides of the street.
 - When sidewalks are reconstructed on both sides of the street, fifty percent (50%) of the cost shall be evenly distributed to adjoining property owners.
 - Fifty percent (50%) of the cost of sidewalk reconstruction abutting tax exempt property and existing planned development projects shall be assessed to such property.
 - The cost to be assessed shall be the bid price of the sidewalk plus the engineering cost attributable to the sidewalk along with any other costs the Village may determine to be a proper exercise of its statutory powers.
 - But for corner lots at the intersection of two (2) streets where sidewalks are constructed along either street, fifty percent (50%) of the assessment for the corner lot shall be charged against the respective, adjoining property owner of the corner lot.
 - When a Village project includes replacement of existing sidewalk with a new five (5) foot sidewalk, the replacement costs shall be borne as follows:

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1. One-half (½) of such costs shall be assessed against the abutting property owner if both sides have the sidewalk replaced or if the other side is being assessed one hundred percent (100%) for new sidewalk.
 2. If one (1) side of the sidewalk is being replaced the abutting property owner will be assessed twenty-five percent (25%) and the other side will be assessed twenty-five percent (25%) if the property had not been previously assessed for sidewalk or been previously assessed for twenty-five percent (25%) of replacement sidewalk.
 3. If one (1) side of the sidewalk is being replaced the abutting property owner will be assessed fifty percent (50%) if the other side property had been previously assessed for fifty percent (50%) for replacement of sidewalk.
 4. If one (1) side of the sidewalk is being replaced and had been previously assessed twenty-five percent (25%) when new sidewalk was installed on the other side of the street the abutting property owner of the replacement sidewalk shall be assessed twenty-five percent (25%) and the other side property owner of the previous installed new sidewalk will be assessed twenty-five percent (25%).
 5. The Village shall pay one-half (½) of the costs of the sidewalk reconstruction project.
- (3) *Assessment a Lien.* Said special assessment shall remain a lien on the premises until paid in full and shall be entered on the tax roll as a special tax as above provided and failure to pay when due shall result in the whole balance being immediately due and payable and collectible as a delinquent tax against the above described property and that all proceedings in relation to the collection, return and sale of the property for delinquent real estate taxes shall apply to such special assessment.
- (c) *Permit Required.* No person shall hereafter lay, remove, replace or repair any public sidewalk within the Village of Somerset unless he/she is under contract with the Village to do such work or has obtained a permit therefore from the Clerk-Treasurer or Director of Public Works at least seven (7) days before work is proposed to be undertaken. ~~A fee of Five Dollars (\$5.00) shall be charged for such permit.~~
- (d) *Standard Specifications for Sidewalk.*
- (1) *General.*
 - a. All sidewalks shall be constructed of masonry meeting Wisconsin Department of Transportation Standard Specifications, unless otherwise specified in this Section.
 - b. Concrete sidewalk construction shall meet the specifications and provisions set forth in this Section and shall be constructed in locations and to line and grade as established by the Village. All sidewalks constructed in the Village shall conform to the line and grade established by the ordinances or resolutions of the Village. Where no grade has been established as ascertained by the records, the Village Engineer shall prepare and report a grade for the approval of the Village Board; and, when the same has been established, the Village Engineer shall stake out the sidewalk as ordered by the Village Board. No sidewalk shall be laid under the provisions of this Section until a grade therefor has been established by the Village Board.
 - (2) *Subgrade.* All earth, dirt and material shall be removed to a depth, not less than eight (8) inches, ten (10) inches across private driveways, below the grade line; and the space shall be filled with crushed stone, sand or gravel. The base shall be left four (4) inches thick after being tamped, with the stone or gravel to be not larger than one and one-half (1½) inches in diameter and to be free from dirt, dust and foreign matter. Soft, porous and unsuitable subgrade material shall be removed and replaced with sand, gravel, or other satisfactory material, and the subgrade shall be thoroughly and uniformly compacted and moistened immediately before the concrete is placed. On embankments, the subgrade shall extend at least one (1) foot beyond each edge of the sidewalk.

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- (3) *Concrete.* The minimum quantity of cement per cubic yard shall be six (6) ninety-four (94) pound sacks. Concrete shall be mixed for at least one (1) minute. Gravel shall be of good quality and washed. Concrete shall test two thousand (2,000) pounds compression in twenty-eight (28) days. Bituminous sidewalks are prohibited.
- (4) *Forming.* Concrete shall be placed in straight forms of wood or metal of sufficient strength to resist springing, tipping or other displacement during the process of depositing and consolidating the concrete. Concrete shall be placed in the forms on a moist subgrade, deposited just above the finished grade and consolidated and spaded sufficiently to bring the mortar to the surface and to prevent honeycombing. It shall then be struck off level with the top of the forms and finished with wooden flats. Forms shall be securely fastened, staked, braced and held firmly to required line and shall be sufficiently tight to prevent leakage of mortar, and all forms shall remain in place for twenty-four (24) hours after pour.
- (5) *Jointing, Floating and Finishing.* Soon after screening and while the concrete is still plastic, the surface shall be floated with wood, cork or metal floats or by a finishing machine. At all places where the sidewalk intersects another sidewalk or curb-line, a one-half ($\frac{1}{2}$) inch expansion joint shall be placed. Transverse expansion joints of one-half ($\frac{1}{2}$) inch thick and four (4) inches wide and five (5) feet long or premolded material shall be located every thirty (30) feet. Sidewalks must be marked off to make blocks five (5) foot square and be at right angles to the parallel lines. Any new sidewalk adjoining an old sidewalk or a sidewalk which abuts curb and gutter shall have one-half ($\frac{1}{2}$) by four (4) inch expansion joints of premolded material.
- (6) *Slope.*
- a. All forms must be approved by the Director of Public Works or other inspector designated by the Director of Public Works before concrete is poured. To provide adequate drainage, the sidewalk shall slope toward the curb at a minimum rate of one-half ($\frac{1}{2}$) inch per foot of width of sidewalk. All joints and edges shall be finished with a one-fourth ($\frac{1}{4}$) inch radius edging tool.
 - b. In cases where the grade exceeds fifteen percent (15%), steps or special construction shall be required to fit the existing conditions. Such details shall be prepared by the Village Engineer and approved by the Village Board before construction of the walk is started.
 - c. Sidewalks shall be constructed within the limits of the street, and unless otherwise specifically indicated, there shall be a one (1) foot strip of street property left between the property line and the edge of the sidewalk.
- (7) *Width and Thickness.*
- a. Residential walks shall be five (5) feet in width, laid six (6) inches outside property line, but not less than four (4) inches in thickness, except within driveway approaches where the minimum thickness shall be seven (7) inches.
 - b. Sidewalks in front of commercial or industrial establishments shall be not less than eight (8) feet in width and five (5) inches in thickness except within driveway approaches where the minimum thickness shall be seven (7) inches.
- (8) *Finishing.* The concrete shall be struck off true to grade, finished smooth and given a broom finish. All edges shall be rounded. No tool marks shall be left on exposed surfaces. In case of rain, the walk shall be covered to protect the surface from being damaged. Walks shall be kept free from all traffic at normal temperatures for forty-eight (48) hours and in cold weather [below fifty (50) degrees F.] for ninety-six (96) hours. No concrete shall be poured when the temperature may be expected to fall below thirty-five (35) degrees F. in any seventy-two (72) hour period or upon frozen subgrade.

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- (9) *Curing and Drying.* As soon as any of the concrete work herein before mentioned has been finished and hardened sufficiently to prevent excessive marring of the surface, it shall be cured and protected against rapid drying. Failure to comply with this requirement shall be deemed sufficient cause for suspension of the work. Curing shall be accomplished by the "Impervious Coating," "Wet Fabric" or "Paper" methods. For impervious coating or membrane curing, only those materials meeting requirements of ASTM Spec. C156-44T, "Method of Test for Efficiency of Materials for Curing Concrete" shall be used. Said specifications are hereby adopted by reference as if fully set forth herein.
- (10) *Cold Weather Requirements.* When the temperature is less than forty degrees Fahrenheit (40°F), all concrete placed in the forms shall have a temperature between fifty degrees Fahrenheit (50°F) and seventy degrees Fahrenheit (70°F) and shall meet the requirements as per Wisconsin Department of Transportation specifications for cold weather concrete.
- (11) *Minor Repairs.* Nothing in this Section shall apply to minor repairs, the cost of which does not exceed Five Hundred Dollars (\$500.00); such repairs may be made at the direction of the Director of Public Works without notice, and the cost thereof may be charged to the abutting property owner in the same manner as provided in this Section for major repairs.
- (12) *Variances.*
- a. *Location.* Where the location of a sidewalk in accordance with the specifications established herein would conflict with the location of trees, or the root systems thereof, a written variance to the specifications may be issued by the Director of Public Works permitting the sidewalk to be located so as to eliminate or reduce such conflict. No variance shall be issued if the public safety or welfare would be adversely affected thereby. No fee shall be charged for such variance.
 - b. *Material.* Where the property owner desires to use non-standard materials such as brick, aggregate or cobblestone, in the construction of a sidewalk, a written variance to the specifications established herein may be issued by the Public Works Committee to permit the use of such non-standard material. No variance shall be granted for any portion of a sidewalk which crosses or is part of a driveway, nor shall a variance be granted if the public safety or welfare would be adversely affected thereby. A condition of the granting of a variance under this subparagraph shall be the execution and recording of an indemnity agreement running with the land binding the property owner, his successors and assigns, holding the Village harmless from any liability, loss or damage resulting from the use of such non-standard materials. An application fee of Twenty-five Dollars (\$25.00) shall be paid at the time of applying for the variance.
- (e) *Repair or Replacement of Defective Sidewalks.*
- (1) The Village Board may determine that any sidewalk which is unsafe, defective, or insufficient be repaired or removed and replaced with a sidewalk in accordance with this Section. The existence of any one or more of the hereinafter enumerated characteristics shall determine whether a sidewalk is defective or insufficient:
- a. One (1) inch or more vertical differential between adjacent sharp edged individual sidewalk blocks (crack in slab) and between adjacent round edged individual sidewalk blocks (joint).
 - b. One and one-fourth (1¼) inch horizontal distance between adjacent individual sidewalk blocks.
 - c. Deterioration of the surface to a vertical depth of one-half (½) inch or more within each individual sidewalk block.
- (2) If eighty percent (80%) of a property owner's sidewalk blocks are determined to be defective or insufficient, the entire sidewalk shall be replaced.
- (f) *Illegal Sidewalks.* No sidewalk which shall be constructed contrary to the provisions of this Section shall be considered a legal sidewalk and the same may be ordered to be replaced with a legal sidewalk and with one

that is in conformity with this Section, the same as if no sidewalk whatever had been built or constructed in the place where any such sidewalk is located.

(Ord. No. A-595, 6-20-2011)

State law reference(s)—Sec. 66.0907, Wis. Stats.

Title 12 PARKS AND NAVIGABLE WATERS

TITLE 12, CHAPTER 1. PARKS AND RECREATION

Sec. 12-1-1. Purpose; definitions; regulations.

- (a) *Purpose and Definition.* In order to protect the parks, parkways, recreational facilities and conservancy areas within the Village of Somerset from injury, damage or destruction, these regulations are enacted. The term "park" as hereinafter used in this Chapter shall include all grounds, structures and watercourses which are or may be located within any area dedicated to the public use as a park, parkway, recreation facility, play ground, swimming pool or conservancy area in the Village.
- (b) *Specific Regulations.*
- (1) *Littering Prohibited.* No person shall litter, dump or deposit any rubbish, refuse, earth or other material in any park.
 - (2) *Sound Devices.* No person shall operate or play any amplifying system unless specific authority is first obtained from the Village Board.
 - (3) *Bill Posting.* No person shall post, paste, fasten, paint or attach any placard, bill, notice, sign or advertising matter upon any structure, tree or other natural object in any park, except park regulations and other signs authorized by the Village Board.
 - (4) *Throwing Stones and ~~Missiles~~ Objects Prohibited.* No person shall throw stones or other ~~missiles~~ objects in or into any park.
 - (5) *Removal of Park Equipment Prohibited.* No person shall remove benches, seats, tables or other park equipment from any park.
 - (6) *Trapping.* "Trapping" when used in this Section includes the taking, or the attempting to take, of any wild animal by means of setting or operating any device, mechanism or contraption that is designated, built or made to close upon, hold fast or otherwise capture a wild animal or animals; live traps on a person's property are excluded. The trapping of wild animals is hereby prohibited in Village parks.
 - (7) *Making of Fires.* No person shall start, tend or maintain a fire except in personal grills or designated fireplaces. Personal grills shall be used only in designated picnic areas. The use of personal grills is permitted provided lawns and vegetation are not endangered. Unburned fuel and ashes shall be disposed of in such a manner as to prevent fire or damage to any park property.
 - (8) *Protection of Park Property.*
 - a. No person shall kill, injure or disturb or attempt to injure or disturb waterfowl, birds or animals, wild or domestic, within any park, except as permitted by this Chapter. No person shall climb any tree or remove flowers or fruit, wild or cultivated, or break, cut down, trample upon, remove or in any manner injure, deface, write upon or ill use any tree, shrub, flower, flower bed, turf, soil, sand, fountain, ornament, building, structure, apparatus, bench, table, official notice, sign or other property within any park.
 - b. No person shall deface, by throwing stones, pebbles or other debris in any of the toilets, bubblers or other sanitary facilities located in any Village park; or to deface by drawing with crayon, chalk,

paint, or anything else on any of the buildings or equipment at any Village park; or to deface the equipment by means of a sharp instrument.

- (9) *Motorized Vehicles.* Except for authorized maintenance vehicles, no person shall operate an unlicensed or licensed motorized vehicle outside of areas specifically designated as parking areas or areas where the operation of such vehicles is specifically permitted. Motor vehicles are restricted to the roads and drives and parking areas. No motor vehicles of any nature may be used on the seeded areas except vehicles which have Village Board authorization for shows, rides or exhibits and then only for the purpose of loading and unloading.
- (10) *Snowmobiles.* No person shall operate a snowmobile in a Village park except in designated areas. Snowmobiles shall only be operated on designated trails.
- (11) *Speed Limit.* No person shall operate any vehicle in a Village park in excess of fifteen (15) miles per hour unless otherwise posted.
- (12) *Glass Beverage Bottles in Parks Prohibited.* No individual shall possess or consume any beverage in a glass bottle or glass container in any Village park.
- (13) *Reckless Driving in Parks Prohibited.* No person shall operate a motor vehicle in a reckless manner in any of the public parks of the Village.
- (14) *Parking in Parks.* No person shall park any motor vehicle in any park in the Village except in a designated parking area.
- ~~(15) *Horse and Carriages.* No person shall ride a horse or drive a horse-driven vehicle in any park, except on roads or designated bridle paths, except when approval of the Village Board is first obtained. It shall be unlawful for any person to ride a horse or drive a horse-driven vehicle in a careless, negligent or reckless manner which may endanger the safety and well-being of others. Horseback riding shall be allowed only during the daylight hours. No person shall ride a horse which cannot be held under such control that it may be easily turned or stopped. Horses shall not be left unbridled or unattended.~~
- (15) *Removing Tree Protectors.* No person shall remove any device for the protection of trees or shrubs.
- (16) *Golfing and Sporting Activities.* No golfing or practicing golf in Village parks or recreation areas shall be allowed except with the use of a whiffle ball. All sporting activities must be held in areas so designated for that purpose.
- (17) *Arrows.* No person shall use or shoot any bow and arrow in any Village park, except in authorized areas.
- (18) *Fees and Charges.* The Village Board shall establish such fees as deemed necessary for use of any park facility, shelter or land area. It shall be unlawful to use such areas without payment of such fee or charge when required.
- (19) *Firearms; Hunting.* Possessing or discharging of any air gun, sling shot, explosive, firearm or weapon of any kind is prohibited in all Village parks.
- (20) *Fish Cleaning.* Cleaning of fish in shelters, toilet facilities or picnic areas is prohibited in all Village parks.
- (21) *Controlled Substances.* Possessing, using or dispensing of a controlled substance in violation of the Uniform Controlled Substances Act is prohibited in all Village parks.
- (22) *Vendors Restricted.* No person shall sell, vend or give away any article of merchandise whatever, without a written permit from the Village Board.
- (23) *Alcohol Beverages.* The consumption or possession of alcohol beverages in Village parks shall be as regulated by Section 11-4-1.

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- (24) *Camping.* No overnight camping shall be permitted in any park, except where written approval of the Village Board or duly authorized agent is first obtained.
- (25) *Innertube Rental Business.* Unless a license is obtained and retained pursuant to Section 7-10-2, use of any park, including Village Park, for or by an innertube rental business for the purpose of having its customers or other individuals connected to the innertube rental business enter or exit the Apple River at any park is prohibited. For the purposes of this Chapter, "innertube rental business" is defined as a business or other organization which is engaged in renting or otherwise providing, furnishing in any way, or otherwise making available innertubes or other similar flotation devices (e.g., so-called "cow tanks") to an individual or individuals for use on the Apple River.

(Ord. No. A-653, 8-20-2019; Ord. No. A-662, § 2, 5-19-2020)

Sec. 12-1-2. Airborne remote- or radio-controlled devices prohibited without consent of property owner.

It shall be unlawful for any person to fly, operate or make use of any airborne remote or radio-controlled model airplane, helicopter, vehicle or any other such device in, over or upon any street, park or other public or private property except in areas specifically designated and posted for such purpose and with the consent of the property owner or lessee of the property.

Sec. 12-1-3. Digging and removal of trees prohibited.

Except as authorized by the Chief of Police or Village Board, no person shall dig into the turf of any Village-owned park or recreational property for any purposes whatsoever or remove any trees or flowers. Absent authorization by the Chief of Police or Village Board, the use of metal detectors and digging for buried objects on Village parks or recreational property.

Sec. 12-1-4. Hours of operation.

- (a) *Hours Established.* No person except an authorized employee or individuals engaged in special activities after obtaining the proper permit from the Village Board or Village Clerk-Treasurer, shall be in or upon the public parks including any structure located thereon between 11:00 p.m. and 6:00 a.m.
- (b) *Exceptions.*
- (1) The regular closing hours of Village parks do not apply to persons having permission from the Village Board to be present in the Village parks during closed hours on specific days, for specific purposes or for special events.
 - (2) The regular closing hours of the Village parks do not apply to persons in attendance at a regularly scheduled ball game at the ball diamond located in the Village, except that those persons shall vacate the park within fifteen (15) minutes after the ending of a regularly scheduled game.

Sec. 12-1-5. Reservation policy.

- (a) *Policy on Reservation.* The Village-owned park and park facilities and shelter areas are primarily for the nonexclusive use of the residents and visitors of the Village. However, under proper circumstances, exclusive use of the same or parts thereof may be permitted. This Section is intended to regulate exclusive use of municipality-owned parks, park facilities, park shelters or parts thereof, in the Village of Somerset to the end that the general welfare of the Village is protected.

(b) *Reservation of Park Space.*

~~(1)~~ A person or group, firm organization, partnership or corporation may reserve the exclusive use of a park facility and or a park shelter(s)/pavilion by written application filed with the Village Clerk-Treasurer for referral to the Village Board ~~chairperson~~ for a permit for exclusive use of the same. The Village ~~Board chairperson~~ Parks Coordinator shall issue permits for exclusive use of a portion of a park or park shelter, while the Village Board shall issue permits for the exclusive use of Village parks. ~~All reservations shall be made on application forms in the office of the Village Clerk-Treasurer and shall be on a first-come, first-served basis, provided however, that any Village-based church or civic group may make reservations for dates used by it in past years on a continuing basis, at any time. Reservation of a designated area shall give the party to whom reserved the right to use such area to the exclusion of others for and during the period of reservation.~~ Areas not reserved shall be open to use by all.

(c) *Application.* Applications shall be filed with the Village ~~Board~~ Clerk-Treasurer at least fourteen (14) days prior to the date on which the exclusive use of the entire park is requested, or with the Parks Coordinator at least three (3) days prior to the date on which a park shelter/pavilion or a portion of a park is to be used, and shall set forth the following information regarding the proposed exclusive use:

- (1) The name, address and telephone number of the applicant.
- (2) If the exclusive use is proposed for a group, firm, organization, partnership or corporation, the name, address and telephone number of the headquarters of the same and the responsible and authorized heads or partners of the same.
- (3) The name, address and telephone number of the person who will be responsible for the use of the said park, area or facility.
- (4) The date when the exclusive use is requested and the hours of the proposed exclusive date.
- (5) The anticipated number of persons to use the said park, area or facility.
- (6) Any additional information which the Village Board, ~~Chief of Police~~ or Clerk-Treasurer finds reasonably necessary to a fair determination as to whether a permit should be issued.

(d) ~~Action on Application. The Village Board shall act promptly on all applications for permits for exclusive park use (not shelter use) after consulting with the applicant, if necessary.~~

Alternate procedure. As an alternative to the reservation application and permit procedure specified in Subsections B, C and I, the Village Board may designate an individual or individuals to administer the park reservation system for parks within the Village of Somerset. Any individual or group who believes they have been wrongfully denied use of a park within the Village of Somerset by an individual so designated may appeal such denial to the Village Board. Notice of intent to appeal such denial shall be provided to the Village Clerk-Treasurer at least 48 hours prior to the Village Board meeting.

(e) *Reasons for Denial.* Applicants under this Section may be denied for any of the following reasons:

- (1) If it is for a use which would involve a violation of Federal or State law or any provision of this Code.
- (2) If the granting of the permit would conflict with another permit already granted or for which application is already pending.
- (3) If the application does not contain the information required by Subsection (c) above.
- (4) The application is made less than the required days in advance of the scheduled exclusive use.

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- (5) If it is for a use of the park or park facility at a date and time when, in addition to the proposed use, anticipated nonexclusive use by others of the park or park facility is expected and would be seriously adversely affected.
 - (6) If the law enforcement requirements of the exclusive use will require so large a number of persons as to prevent adequate law enforcement to the park, park facility or shelter area involved or of the rest of the Village.
 - (7) The exclusive use will reasonably create a substantial risk of injury to persons or damage to property.
 - (8) The exclusive use is so poorly organized that participants are likely to engage in aggressive or destructive activity.
- (f) *Indemnification.* Prior to granting any permit for exclusive use of the park, the Village may require the permittee to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate financial responsibility, running to the Village and such other third parties as may be injured or damaged, in an amount depending upon the likelihood of injury or damage as a direct and proximate result of the exclusive use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the permittee, its agents or participants.
- (g) *Permit Not Required For Village Activity.* A permit is not required for exclusive use of the park or a park facility sponsored by the Village of Somerset.
- (h) *Permit Revocation.* The Village Board, or ~~Chief of Police~~ a law enforcement officer may revoke a permit already issued if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, other catastrophe or likelihood of a breach of the peace or by a major change in the conditions forming the basis of the issuance of the permit.
- (i) *Form of Permit.* Each permit shall be in a form prescribed by the Village Board and shall designate the park, park facility or shelter area involved, date, hours of the exclusive use, purpose of the exclusive use and the name of the person, group, firm, organization, partnership or corporation to which the permit is issued.
- (j) *Temporary Class B Fermented Malt Beverage Licenses.* When fermented malt beverages are sold at any event authorized by this Section, a valid Temporary Fermented Malt Beverage license shall be obtained and the provisions of Sections 7-2-11 and 11-4-1 shall be fully complied with. Said license must be held by the person who filed the original license and shall be presented to any law enforcement officer upon request.
- (k) *Care of Facilities.* Persons reserving Village facilities shall be completely responsible for cleaning up the facilities after the event to the satisfaction of Village officials. All reserved areas shall be left in a clean condition, with refuse placed in containers provided for such purpose. Any organization or corporation reserving any area in a Village park shall agree to assume full responsibility for all damage to Village property by any invitee of said organization or corporation and shall make full payment therefore upon billing by the Village Clerk-Treasurer. Failure to do so shall deny future use of park facilities until such payment ~~be~~ is made, in addition to any other remedy which the Village may have.
- (l) *Use of Concession Stand.* Any person or group desiring to use a park concession stand must complete the Concession Stand Agreement (form obtainable from the Village Clerk's office) and submit it to the Village Clerk. A refundable security deposit of one hundred dollars (\$100.00) must be submitted with the Agreement. The fee for the use of a concession stand shall be set annually by the Village Board in the fee schedule. The Concession Stand Agreement, security deposit and use fee shall be submitted to the Village Clerk at least seven (7) days prior to the date of intended use of a concession stand. Upon completion of the use of a concession stand, the Village shall inspect the premises and if the condition of the stand complies with Subparagraph "(k)" of this Ordinance, then the person or group's security deposit shall be refunded within seven (7) days of the completed use.

(m) *Special Provisions for Use of Park Space by Sports Leagues.* The provisions of this Subparagraph "(m)" shall apply to use of park space by sports leagues in lieu of the application procedure outlined in Subparagraphs "(b)" and "(c)" of Section 12-1-5.

(1) League schedules, park space to be used, contact information and number of participants shall be submitted to the Village Clerk's office on or before May 15th of the year in which the league play is to occur.

~~(2) A season fee of ten dollars (\$10.00) per participant must be paid to the Village Clerk's office on or before May 15th of the year in which the league play is to occur. This fee shall entitle the league to have one weekend tournament (Friday, Saturday and Sunday) during the season.~~

~~(3) Any additional tournaments beyond the one referenced in Subparagraph "(2)" above, and any tournaments organized by groups not paying the season fee provided for in that Subparagraph shall pay a tournament fee of one hundred dollars (\$100.00) per tournament. This fee shall be paid in full to the Village Clerk's office at least 7 days prior to the anticipated tournament.~~

(Ord. No. 544, § I, 3-28-2006; Ord. No. A-606, 7-16-2013)

**Rose C.**

Verona, WI

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8/3/2014

Everyday Cafe is a quaint little house that serves food inside, outside, and upstairs. The decor is very cozy and reminiscent of the warm kind-hearted grandma's, with many of those cute/witty house plaques with quotes decorating the walls. (We had a fun time reading and discussing them.)

The staff are friendly and honest--we saw them tell a later couple that the wait's going to be longer than expected (in case that changes their plans), and we were gently urged to make up our minds on what to order because a large group that came in after us was about to have their orders taken. I'm typically indecisive and really appreciated that because we hadn't planned on taking too long for brunch. The staff also made great recommendations--I was torn between a sandwich and a burger and their suggestion turned out really yummy!!

I had the grilled cheese with tomato and bacon, which was delicious! The cheese was melty and the sandwich overall flavorful; it was not at all greasy! I can't remember the last time I've had such a good grilled cheese sandwich. My grilled cheese came with a side and I opted for the cheese curds, which were delectable. The fried cheese was squeaky (= fresh) and piping hot (= string-y), and tasted wonderful alone or with the ranch that came with it. MmMmm! I also had an orange juice, and it tasted so fresh that I doubt it was from concentrate or anything like that.

My boyfriend had the Country Skillet and that was good too. :)

**Turd F.**

Green Bay, WI

📍 3 ⭐ 44



8/30/2015

Everyday Cafe has a nice little cafe atmosphere. The building is like an old home turned into a restaurant with seating indoors, outdoors, and upstairs. The food was pretty good but we did have to wait a while. The bathrooms are so small that your knees touch the wall when sitting down. Still a decent cafe and would return if I'm in the area.

**Igor Z.**

Minneapolis, MN

📍 0 friends

⭐ 9 reviews



7/15/2012

We had a breakfast here this morning while passing through town. The outside sign is not very visible but outside tables told me to stop. And how glad I am that we did. This was the best breakfast I've had in a long time. The lady who waited on us was extremely kind and the gentleman who prepared our food and chatted with us was very nice as well.

I wish that every restaurant had such great qualities and made you feel so welcome. We are definitely coming back to Everyday Cafe and you should definitely try it!

260 Main Street		Somerset WI 54025		PID: 181-1030-20-000										
							TAXES:							
Tax Year	Date Paid	Owner/Billing Address			Property Address	Prop. Classification	Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2002	7/22/2003	DELORES FOSTER	494 RIVER RD	HUDSON WI 54016	494 River Road	G2-COMMERCIAL	2002	\$ 1,510.25	\$ -	\$ -	\$ 1,510.25	7/22/2003	\$ -	Paid
2003	9/8/2004	HARRIET H RHODES	PO BOX 466	SOMERSET WI 54025	494 River Road	G2-COMMERCIAL	2003	\$ 1,635.41	\$ 102.92	\$ 51.47	\$ 1,789.80	9/8/2004	\$ -	Paid
2004	8/23/2005	HARRIET H RHODES	PO BOX 466	SOMERSET WI 54025	494 River Road	G2-COMMERCIAL	2004	\$ 1,621.47	\$ 80.32	\$ 40.17	\$ 1,741.96	8/23/2005	\$ -	Paid
2005	7/18/2006	HARRIET H RHODES	PO BOX 466	SOMERSET WI 54025	494 River Road	G2-COMMERCIAL	2005	\$ 1,579.79	\$ 72.10	\$ 36.06	\$ 1,687.95	7/18/2006	\$ -	Paid
2006	11/20/2007	BRUNO J H REED/RICK E HARPAHAM	1532 HERON LN	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2006	\$ 2,794.85	\$ 169.23	\$ 84.61	\$ 3,048.69	11/20/2007	\$ -	Paid
2007	7/30/2008	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2007	\$ 1,815.06	\$ -	\$ -	\$ 1,815.06	7/30/2008	\$ -	Paid
2008	7/20/2009	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2008	\$ 1,831.33	\$ -	\$ -	\$ 1,831.33	7/20/2009	\$ -	Paid
2009	7/28/2010	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2009	\$ 1,868.71	\$ -	\$ -	\$ 1,868.71	7/28/2010	\$ -	Paid
2010	7/26/2011	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2010	\$ 2,290.11	\$ -	\$ -	\$ 2,290.11	7/26/2011	\$ -	Paid
2011	8/2/2012	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2011	\$ 1,620.27	\$ -	\$ -	\$ 1,620.27	8/2/2012	\$ -	Paid
2012	7/29/2013	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2012	\$ 1,651.03	\$ -	\$ -	\$ 1,651.03	7/29/2013	\$ -	Paid
2013	8/1/2014	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2013	\$ 1,569.55	\$ -	\$ -	\$ 1,569.55	8/1/2014	\$ -	Paid
2014	1/20/2016	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2014	\$ 1,561.93	\$ 55.45	\$ 27.73	\$ 1,645.11	1/20/2016	\$ -	Paid
2015	1/20/2016	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2015	\$ 1,592.52	\$ -	\$ -	\$ 1,592.52	1/20/2016	\$ -	Paid
2016	8/21/2017	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2016	\$ 1,614.45	\$ 56.51	\$ 28.25	\$ 1,699.21	8/21/2017	\$ -	Paid
2017	1/10/2018	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2017	\$ 1,643.37	\$ -	\$ -	\$ 1,643.37	1/10/2018	\$ -	Paid
2018	7/12/2019	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2018	\$ 1,775.97	\$ -	\$ -	\$ 1,775.97	7/12/2019	\$ -	Paid
2019	6/22/2020	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2019	\$ 1,693.33	\$ -	\$ -	\$ 1,693.33	6/22/2020	\$ -	Paid
2020	1/7/2021	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2020	\$ 1,210.77	\$ -	\$ -	\$ 1,210.77	1/7/2021	\$ -	Paid
2021	11/15/2022	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2021	\$ 1,220.85	\$ 60.89	\$ 30.44	\$ 1,312.18	11/15/2022	\$ -	Paid
2022	N/A	GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL	2022	\$ 1,247.37	\$ -	\$ -	\$ -	N/A	\$ 1,247.37	No Pmt
2023		GOLDEN PIG INVESTMENTS LLC	1972 62ND ST	SOMERSET WI 54025	260 MAIN ST	G2-COMMERCIAL								
Occupants:														
2003	2006	Nicki Rhodes	Lived here in 2003 - 2006		Now lives at 2021 Broadway St N, Stillwater, MN 55082			Age 60		(715) 524-4688				
		Anne's Cafe	(715) 247-5240	Restaurants	Founded 2009									
		ANNA JACKSON			Dissolved 2014									
		131 N MAIN ST												
		LAKE MILLS , WI 53551												
		Everday Cafe	(715) 247-2211	Restaurants	Founded 2009									
		SHONTEL MARIE PARNEILL			Dissolved 2018									
		Kennedys Café	6/21/2018		Organized 2018									
		GOLDEN PIG INVESTMENTS LLC		Registered:	11/1/2007									
		SHONTEL MARIE PARNEILL	10/1/2020	Delinquent	10/1/2020									
		744 180TH AVE	10/13/2021	Notice of Admin Dissolution	10/13/2021									
		BOX 469	12/14/2021	Administrative Dissolution	12/14/2021									
		SOMERSET , WI 54025												
		Princ Office:												
		555 510TH ST W												
		STANCHFIELD , MN 55080-5189												
		UNITED STATES OF AMERICA												



Brandon Krohn

☐ ☐ Reply ☐ Reply all ☐ Forward ☐

To: Tasia Berger; Paul H. Mahler <PMahler@bakkenorman.com>; Robert Gunther; Caleb Garn

Thu 11/14/2024 1:10 PM

☐ You replied on Fri 11/15/2024 9:02 AM

Kappers Ltr (Zoning).Execute...
133 KB

WALWORTH COUNTY v. HAR...
290 KB

Waukesha County v. Pewauk...
4 MB

3 attachments (5 MB) ☐ Save all to OneDrive - Village of Somerset ☐ Download all

The evidence:

1. Shows the property has never been classified or taxed as residential – at least back to 2002.
2. Shows the property has been classified “G2-COMMERCIAL” since at least 2002
3. Appears to show it has been a restaurant at minimum from appx 2010 to present
4. Shows that during the Everyday Café time period the entire building, including upstairs was used for a restaurant, to serve food.
5. Does not show any evidence of residential use. Does appear o show periods of commercial use.
6. Does not have a legal non-conforming use for residential on 2nd floor.
7. Does not appear to meet requirements of the Code for a CUP for 2nd floor residential including the property/bldg. cannot meet the requirements of R2 and R3 zoning as required by CUP Code.
8. Kappers has been officially notified by Village in writing the property is not a legal non-conforming use and any such use requires obtaining a CUP.

Attached:

1. I attached several cases relevant to grandfather legal non-conforming us and similar for reference.....

Information:

Kappers appears to have bought the corporate entity “Golden Pig Investments” from prior owners (in 2018?). Or ... the owner record was not properly updated (Kappers added as a C/O for Golden Pig) instead of as owner. Golden Pg Investments LLC was dissolved by the State in 2018.

Kennedys corp entity created 2018. It appears Kennedys open in 2019.

NOTE 1 -look at the first review below – for Everyday Café, from 2014 ...”quaint little house that serves food inside, outdoors and upstairs”

NOTE 2 - the tax record shows the property has been classified as “G2 Commercial” continuously since 2002.

NOTE 3 – Shontel Marie Parnell appears to have created Golden Pig Investments (in 2007). She continued to be involved as owner thru at least 2018? when it was sold to Kappers – but was listed as Registered Agent thru 2021 when dissolved by state. Shontell was Shontell Belisle at some point. Currently appears to live in Stanchfield MN – which was referenced in the “PIG” corporate documents.

NOTE 4 – Appears ANNES CAFÉ was likely there in 2010 and 2011. EVERYDAY CAFÉ appears to have been there 2012 thru 2018 and served food in entire space incl upstairs. Kennedys appears to have opened in 2019.

At minimum there is evidence the upstairs was used for commercial during 2012-2018. There is specific independent evidence the property was not used for residential purposes during this time.

Additionally, the Conditional Use Permit for 2nd floor residential in the C-1 zoning requires the use to meet R2 and R-3 standards (incl setbacks, lot size etc.). The building does not meet any of these requirements.

Possible “Rose C” from Verona (from 1st review):
<https://www.linkedin.com/in/rosecao/>

Another possibility is Rose C Olivia – Verona Wi:
<https://govsalaries.com/rose-olivia-c-56622609>

Ownership history 260 Main St Somerset WI 54025:



Several reviews of Everyday Café – note first two reviews , from 2013 and 2015, which note the entire building, including “indoors, outside and upstairs” was used for seating:



Thanks a bunch,
Trustee BK

Village Trustee - Public Works Committee
715-338-6776



November 2, 2022

VIA E-MAIL
mikekappers@gmail.com

Mike Kappers
712 170th Avenue
Somerset, WI 54025

RE: Zoning – 2nd Story Apartment

Dear Mr. Kappers:

I write as the attorney for the Village of Somerset. It came to my attention that you have declared you are a resident of Somerset due to your apparent living quarters above your restaurant in the Village – Kennedy's Café.

Please know that in that zoning district (C-1 Central Business District), dwelling units on the second story of buildings, such as apartments, require a conditional use permit from the Village of Somerset. (ordinance attached). We are unaware of any other existing conditional use permit authorizing the residence above Kennedy's Café.

Accordingly, if you are going to reside at the apartment above Kennedy's Café, please submit a conditional use permit application to the Village of Somerset no later than November 15, 2022. Please also know I anticipate any second-story residence will need to meet applicable dwelling codes, which would be determined by an inspector.

The Village is providing this letter to you as a courtesy instead of pursuing other means of enforcement. Please know this letter does not constitute a waiver by the Village to enforce its Ordinances and the Village reserves the right to engage in its authority to enforce its Ordinances.

Thank you for your review.

Sincerely,

WELD RILEY, S.C.


Anders B. Helquist

ABH/aao
cc: Felicia Germain, Village Clerk

Sec. 13-1-46. Regulations within C-1 Central Business District.

- (a) *Purpose.* The C-1 district is intended to provide an area for the business and commercial needs of the Village without inhibiting the potential for maximum development of commercial, cultural, entertainment and other activities which contribute to its role as the heart of the Village. This district is primarily for small scale businesses dependent upon pedestrian traffic and includes general business and commercial uses which do not generate noise, or odors that would create a public or private nuisance.

Vehicle parking is typically provided by a combination of on-street parking spaces, public parking lots, and small parking areas associated with the business. The following uses of land are permitted:

(b) *Permitted Uses.*

- (1) Art gallery, antique shop, and gift shop.
- (2) Barber shop, beauty parlor, and hair salon.
- (3) Café and ice cream shop.
- (4) Clothing store and shoe store.
- (5) Dentist office and medical office.
- (6) Drug store and pharmacy.
- (7) Financial institutions and professional service offices (accountant, lawyer, consultant, financial advisor, architect, medical specialist, IT consultant, or similar with less than six (6) employees).
- (8) Florist shop (not including greenhouse).
- (9) Hardware store, paint store and sporting goods store.
- (10) Jewelry store and optical store.
- (11) Music store, electronics store, and home appliance store.
- (12) Photographer, photography supplies, and dance studio.
- (13) Police and fire station, post office, library, government offices, church, and other institutional type offices.
- (14) Restaurants.
- (15) Theaters, night clubs, bars and related uses.
- (16) Other retail or service uses similar in character to those listed above.

(c) *Conditional Uses.*

- (1) Automobile service and equipment service.
- (2) Bowling alleys.
- (3) Convenience store, fuel sales, and car wash.
- (4) Dwelling units on the second story only (conversion units, apartments and rented rooms) provided the minimum requirements of the R-2 and R-3 districts are adhered to and the purpose and intent of the chapter upheld.
- (5) Grocery store and liquor store.
- (6) Hotels, motels, and private lodges.

-
- (7) Laundry establishments.
 - (8) Medical clinic and dental clinic.
 - (9) Parking lot.
 - (10) Veterinary hospital and/or clinic, pet shop, or grooming shop.

(d) *Dimensional Requirements.*

- (1) *Maximum Building Height.* Forty-five (45) feet.
- (2) *Minimum Front Yard Setback.* Six (6) feet.
- (3) *Minimum Side Yard.* None. Except on a corner lot in which case a nine-foot side yard setback will be required on the street side and except where a commercial structure shall directly abut a residential district in which case a six-foot side yard setback will be required.
- (4) *Minimum Rear Yard Setback.* Twenty-five (25) feet.
- (5) *Minimum Lot Area Per Family.* Same as R-2 and R-3 districts.
- (6) *Minimum Lot Width.* Sixty (60) feet.

(Ord. No. A-633Z, 8-16-2016)

Editor's note(s)—Ord. No. A-633Z, adopted Aug 16, 2016, changed the title of § 13-1-46 from "Regulations within C-1 district" to read as herein set out.



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WALWORTH COUNTY v. HARTWELL

No. 217.

[Email](#) | [Print](#) | [Comments \(0\)](#)

View Case	Cited Cases	Citing Case
62 Wis.2d 57 (1974)		
214 N.W.2d 288		
<i>WALWORTH COUNTY, Appellant, v. HARTWELL, Respondent.</i>		
Supreme Court of Wisconsin.		
Argued November 27, 1973.		
Decided February 5, 1974.		

Attorney(s) appearing for the Case

For the appellant there was a brief and oral argument by William L. Seymour, corporation counsel.

For the respondent there was a brief by Robert D. Sundby and Herro, McAndrews & Porter, S. C., all of Madison, and oral argument by Mr. Sundby.

HANLEY, J.

Two issues are presented on this appeal:

1. Does Hartwell have a valid nonconforming use of his property for motorcycle racing under the 1962 amended zoning ordinance?
2. Does the increase in the number of races, participants or spectators constitute a change in the use of the

[62 Wis.2d 60]

premises or merely constitute an intensification of the original nonconforming use?

Nonconforming use.

The 1962 amended zoning ordinance does not permit motorcycle racing or similar activities in an agricultural district, the zone in which the respondent's farm lies. In order that a legal nonconforming use of the premises be established, it is necessary that it have been in existence since the date of the first ordinance adopted.

The first Walworth county zoning ordinance was adopted in 1946, but did not become effective in the town of LaFayette until December 7, 1948, when it was approved by the town board. It is conceded that the track R-1 was in existence for at least ten years before then. There is no issue concerning that fact. The use of track R-1 has, however, been abandoned since the adoption of the 1962 ordinance and respondent claims no nonconforming use thereon. The ownership of the property R-1 is with the Walworth County Motorcycle Club and consists of five acres.

Throughout at least the majority of this period of time during which the zoning ordinance and its subsequent amendments were in effect, the respondent either directly or indirectly was involved in the sponsorship of motorcycle racing on his property. Since these activities were proscribed by the zoning ordinances then in effect, unless they could qualify as an exception to said ordinance, such activities must cease. It is the respondent's position that he did so qualify in that his use of R-1 and R-2 from a period in time prior to 1948 to the present constituted a valid nonconforming use.

A nonconforming use is an active and actual use of land and buildings which existed prior to the commencement of the zoning ordinance and which has continued in the same or a related use until the present. *Gabe v. Cudahy* (1971), [52 Wis.2d 13](#), [187 N.W.2d 874](#).

[62 Wis.2d 61]

While the right to continue a valid nonconforming use is protected, the burden is upon the property owner to prove by a preponderance of the evidence that the nonconforming use was in existence at the time the ordinance was passed. *Gabe v. Cudahy, supra*. Likewise, he must **prove that the use of the property prior to the effective date of the ordinance was so active and actual that it can be said he has acquired a "vested interest" in its continuance. If the specific use was not so active and actual and was but casual and occasional, or if such a use was merely accessory or incidental to the principal use, then it cannot be said that the property owner had acquired a "vested interest"** in the continuance of such a use and the status of nonconforming use will be denied.¹

In the instant action there was limited testimony adduced as to the use of R-1 and R-2 prior to the effective date of the ordinance on December 7, 1948. Generally, the farm was devoted to agricultural activities until 1937 when track R-1 was established. Track R-1 was actively and actually used on a continuing basis until January 6, 1963. This was sufficiently established. The use of track R-2 prior to and subsequent to the effective date of the ordinance was not established.

In the early years of the track's existence, the majority of races participated in were on the kidney-shaped R-1 track. Such was the testimony of Mr. James W. Kruse who was a professional motorcycle racer and who participated twice yearly in motorcycle races on the Hartwell farm since 1946. His testimony was as follows:

"Q. Do you recall any specific years that you raced there?

"A. Yes, sir, it's easier to remember the most recent years of course, but I raced at Abell's Corners on at least, twice a year from '46 until 1968...."

[62 Wis.2d 62]

Mr. Kruse also testified that in the early years most of the races were on the kidney-shaped track referred to as R-1. However, he did testify that there were other races which were conducted on the remainder of the property.

The respondent, Bruce Hartwell, testified with respect to the addition of motorcycle trails beyond the area occupied by the kidney-shaped track R-1. He stated that they were laid out by the Milwaukee Competition Club and Black Jackets. He testified that the use of the property by those groups was in the 1950's and 1960's, after the effective date of the first zoning ordinance in the town of LaFayette. There is no evidence that either of the above-named groups used the property prior to 1950. Hartwell's testimony as to group use was that organized motorcycle activity had taken place on the premises in question each year since at least December 7, 1948, the ordinance effective date. Hartwell did not, however, specify any motorcycle activities which had taken place on the R-2 track prior to the effective date of the zoning ordinance.

The trial court found that the nonconforming use of R-1 had been discontinued for at least one year. No other testimony concerning the pre-1948 use of R-2 was adduced.

In reviewing the above testimony, it is apparent that the respondent has proved at best that track R-2 was occasionally or sporadically used for motorcycle racing and related activities prior to December 7, 1948. It is apparent that the respondent adduced no evidence as to any "vested right" which might have resulted from the active and actual use of the property. Thus, any general prohibition against use of the property in such a manner could not be deemed unfair or confiscatory.

The court has consistently held that a mere occasional **and incidental use** does not qualify for protection as a legal nonconforming use. In *Gabe v. Cudahy, supra*,

[62 Wis.2d 63]

we held that the sporadic removal of sand from land in question prior to 1957 (the effective date of the ordinance) did not qualify as a valid nonconforming use. We know of no reason why a contrary result would emanate herein. The respondent's use of track R-2 prior to the effect of the ordinance was so occasional and sporadic that it cannot be said that he had acquired a "vested interest" in the continuation of such a use. Thus, the nonconforming use status must as a matter of law be denied.

Since we have concluded the respondent's use of his premises in 1948 did not qualify as a nonconforming use, we do not reach the remaining issue presented on this appeal.

By the Court.—Judgment reversed, and cause remanded for further proceedings not inconsistent with this opinion.

HEFFERNAN, J. (*dissenting*).

Under the findings of fact, which were not contrary to the great weight and clear preponderance of the evidence, and as I view the findings, the use was nonconforming and, under the law applicable to such uses, may be continued. I would also conclude that the increase in the use of the property for cycle racing purposes did not alter the character of the use for zoning purposes.

I am authorized to state that Mr. Justice WILKIE joins in this dissent.

FootNotes

* Motion for rehearing denied, was costs, on April 2, 1974.

1. See: *Sohns v. Jensen* (1960), [11 Wis.2d 449](#), 105 N.W.2d 818; *Gabe v. Cudahy, supra*; 1 Anderson, *American Law of Zoning*, pp. 371-373, secs. 6.27, 6.28; 2 Yokley, *Zoning Law and Practice*, p. 214, sec. 16-2.

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Waukesha County v. Pewaukee Marina, Inc.

187 Wis. 2d 18 (1994)

522 N.W.2d 536

WAUKESHA COUNTY, Plaintiff-Respondent, v. PEWAUKEE MARINA, INC., Pewaukee Marina Sales, Inc., Lake Seitz Investment Company, Inc., Pewaukee Marina Boat Rental, Inc., Wonderful World of Crystals and John A. Seitz, Defendants-Appellants.[□]

No. 93-1998.

Court of Appeals of Wisconsin.

Submitted on briefs June 24, 1994.

Decided August 10, 1994.

*20 On behalf of the defendants-appellants, the cause was submitted on the briefs of James W. Hammes of Cramer, Multhauf & Hammes of Waukesha.

On behalf of the plaintiff-respondent, the cause was submitted on the brief of William J. Domina, assistant corporation counsel.

Before Anderson, P.J., Brown and Nettesheim, JJ.

BROWN, J.

This case concerns John A. Seitz' expansion or enlargement of his marina on Pewaukee Lake, a nonconforming use under the Waukesha County ordinances. Seitz contends that the county ordinance making enlargement or expansion of nonconforming uses one of the grounds for invalidating the use is void since the Wisconsin statutes do not empower the County to invalidate uses on that ground. Seitz also contends that this expansion or enlargement is valid because the nonconforming use was not in any way "changed"; it was only improved. Because the County had the implied power to enact the ordinance it did, and because expansion and enlargement changed the use, we reject Seitz' arguments and affirm.

This is the second time that a dispute between Seitz and the County has come before us. In the first case, *Waukesha County v. Seitz*, 140 Wis. 2d 111, 409 N.W.2d 403 (Ct. App. 1987) (Seitz I), we held that the extension of Seitz' marina pier was simply an improvement of a legal nonconforming use to accommodate increased boater traffic; it did not change the use. Since then, Seitz has added a retail store and a place for lounging and entertainment. Further, he sells boats, boat lifts and piers. The County contended that the modifications changed Seitz' enterprise from a dock providing secure moorings for boats and storage of *21 boats to one providing many new services. A jury determined that the additions constituted new uses since the prior litigation of September 13, 1985. The trial court agreed and ordered that Seitz' nonconforming use was invalidated. Seitz then brought this appeal.

Seitz first argues that § 3.15(2)(B)1 of the WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE that provision prohibiting enlargement or expansion of nonconforming uses is void and unenforceable on grounds that it exceeds the statutory authority of § 59.97(10)(a), STATS.[1] Seitz argues that now where does the state statute say that counties can *22 nonconforming use ordinances which prohibit enlargement or expansion. The only two prohibitions recognized are situations where more than fifty percent of assessed value is spent to improve the nonconforming use or where the use is discontinued for more than twelve months.[2]

[1]

The County responds that this issue was not raised until appeal and argues waiver. Waiver is not a jurisdictional defect, but one of administration. See *Terpstra v. Soiltest, Inc.*, 63 Wis. 2d 585, 593, 218 N.W.2d 129, 133 (1974). We will consider the issue despite waiver because it is a question which we believe will recur.

The County then asserts that if we address the issue, we should follow the reasoning in *State ex rel. Brill v. Mortenson*, 6 Wis. 2d 325, 94 N.W.2d 691 (1959), and hold that the County has an implied power to restrict nonconforming uses in ways not specifically indicated by statute.

The County's argument requires us to examine *Brill*. *Brill* owned a building that had been built and used as a woodworking shop before a county ordinance *23 was enacted making the area residential. He wanted to use the building as a meat-distributing and processing plant. The Racine County Zoning Board of Adjustments, in denying a use and occupancy permit, relied upon a county ordinance specifying that the right to a nonconforming use was lost if the use was discontinued for more than twelve months. *Id.* at 328-29, 94 N.W.2d at 693. *Brill* complained that since the state statute did not authorize discontinuance for a period of more than twelve months as a valid reason to invalidate a nonconforming use, the ordinance was invalid. *Id.* at 331, 94 N.W.2d at 694. *Brill* cited the maxim that county boards have only such legislative powers as are conferred upon them by statute, expressly or by clear implication. The supreme court held that the power to restrict nonconforming uses is clearly implied from the statute whose purpose is to protect only the "original nonconforming use." *Id.*

The County argues that a similar situation exists here. It asserts that while the statute does not expressly allow a county to prohibit enlargement or expansion, it is in keeping with the general purpose of the statute to protect only the "original" use.

Seitz replies that *Brill* is distinguishable because at the time *Brill* was authored, the enabling statute was silent as to what constituted abandonment. Seitz apparently argues that because the legislature has now prescribed the two situations where a use is no longer conforming, the legislature is no longer "silent" and there is no need to imply anything. Seitz argues that the statutes "expressly" provide that counties may not prohibit the continued use of premises except under circumstances "specifically identified."

We agree with the County. *Brill* noted the language of the statute in effect at the time the case was *24 written. The statute said that ordinances "` shall not prohibit the continuance of the use of any building or premises for any trade or industry for which such building or premises are used at the time such ordinances take effect" *Brill*, 6 Wis. 2d at 330, 94 N.W.2d at 694 (quoting §59.97(4), STATS., 1949). In other words, uses in place at the time of the ordinance were to be protected. The unstated converse was also therefore true by clear implication that new uses were not protected. The *Brill* court said as much when it wrote that "nonconforming uses are closely limited and are not to be enlarged in derogation of the general scheme...." *Id.* at 331a, 94 N.W.2d at 694 (emphasis added).

This has been the expression of law in Wisconsin since at least 1958, if not before. See *Town of Yorkville v. Fonk*, 3 Wis. 2d 371, 378, 88 N.W.2d 319, 323 (1958). Today's statute still carries the language that no ordinance may prohibit the "lawful use of any building or premises for any trade or industry for which such building or premises is used at the time such ordinances take effect...." Section 59.97(10)(a), STATS. The converse still holds by clear implication that change of use is not protected. It follows that the power to regulate a nonconforming use includes the power to limit the extension or expansion of it if the result is a change in use. Such is part of the general practice of zoning. We conclude that the reasoning expressed in *Brill* means that we construe the legislature to have, by clear implication of the language expressed in the statute, given counties authority to enact ordinances regulating expansion or enlargement if it results in a change in use. We reject Seitz' initial argument.

*25 We now reach the second issue of whether it was correctly determined that Seitz's expansion and enlargement resulted in a change of the nonconforming use. Seitz claims that our decision in *Seitz I* is dispositive in his favor. He reads *Seitz I* to say that the mere expansion or enlargement of a legal nonconforming use cannot invalidate the use absent proof that there was a violation of an underlying zoning ordinance. In the same manner as Seitz' first argument required us to examine *Brill*, his second argument commits us to discuss our holding in *Seitz I*.

At the time that the WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE § 3.15(2)(B)¹ was enacted, Seitz operated a business actively engaged in boat rentals and storage and fuel and bait sales. *Seitz I*, 140 Wis. 2d at 115, 409 N.W.2d at 405. Despite the fact that these uses did not conform to the new zoning ordinance, Seitz had obtained a vested interest in continuing these activities. *Id.* at 116, 409 N.W.2d at 406. His dry-docking facility expanded from three to five boats in 1969 to fifty-four boats at the time of *Seitz I*. Additionally, he expanded his pier length from 80 feet to 120 feet and then to 192 feet so that he could wet-dock up to thirty-five boats. *Id.* at 114, 409 N.W.2d at 405.

The County argued that the development of Seitz' pier facilities and enlargement of his dry-docking business constituted an illegal expansion of a nonconforming use. We wrote: "[I]f an increase in volume, intensity or frequency of use is coupled with some element of identifiable change or extension, the enlargement will invalidate a legal nonconforming use." *Id.* at 117, 409 N.W.2d at 406 (citing 1 ROBERT M. ANDERSON, *AMERICAN LAW OF ZONING* 3D § 6.50 (1986)). However, we further cited Anderson for the proposition

*26 that a mere increase in the volume, intensity or frequency of a nonconforming use is not sufficient to invalidate it. *Id.* at 117-18, 409 N.W.2d at 406. We held that both the dry-docking changes and the wet-docking extensions were mere increases brought on by a change in the volume, intensity or frequency of the nonconforming use already existing. *Id.* at 121, 409 N.W.2d at 408. This was the main theme of *Seitz I*.

In addition to our main holding, we observed that the Waukesha ordinances "encourage" at least some improvement and modernization of nonconforming buildings at the expense of extending the life expectancy of nonconforming uses. *Id.* at 120-21, 409 N.W.2d at 408. Thus, the county zoning ordinance not only prohibited invalid extensions and enlargements, it also regulated valid extensions and enlargements of nonconforming uses. Our holding recognized that enlargements and extensions which change the use are not valid. However, mere increases in the use due to changes in volume or frequency could not be prohibited. We further recognized, however, that even though they types of improvements could not be prohibited, they could be regulated. What *Seitz I* stands for is that counties can monitor valid extensions and enlargements to make certain that the improvements meet the aesthetic and structural goals of the community. In that case, we could not find that *Seitz'* extensions and expansions, though a result of a mere increase of a valid use, nonetheless ran afoul of any regulatory marker.

Seitz misreads *Seitz I* by arguing that county enforcement actions seeking to prohibit invalid extensions and enlargements must have as their condition precedent the violation of a specific regulation. That is simply not the holding of *Seitz I* because it confusingly *27 intertwines our discussion about prohibition and our separate discussion about regulation. We conclude that the correct reading of *Seitz I* is this: if there is an identifiable change in the use, the enlargement is illegal. If the expansion is a result of a mere increase in the historically allowed use, the enlargement or expansion will be allowed subject to regulatory markers.

[3]

Seitz alternatively claims that even if the question is identifiable change in use, all of his changes generally relate to marina activities and are therefore simply an increase in the already existing use marina activity. Because his operation has been a marina activity since before the onset of the ordinance, he argues that his enlargement or expansion is a mere increase in the volume, intensity or frequency of the nonconforming use. We do not agree. There is credible evidence from which the jury could find that the old enterprise was a dry-docking and wet-docking facility with fuel and bait services. Now, his enterprise has a place for lounging and entertainment. The jury heard that there is a retail store now. There was

no retail store beforehand. The jury also heard that Seitz now offers new boat lifts and piers manufactured by various industries. This was not the case at the time the ordinance was originally effective. Seitz now sells new boats. The marina was not in the boat sales business at the time the ordinance came into being. The jury could well decide that Seitz' new enterprise is more than a wet-dock/dry-dock operation; it is now a multi-faceted enterprise that happens to be on a lake and in a marina-like setting. The jury decided that the use has changed; we will not disturb the finding.[3]

*28 Two other issues remain to be decided. Question two of the jury verdict required the jury to specifically identify any new uses established on the Pewaukee Marina complex since the earlier litigation. The trial court explained to the jury that the County wanted it to find that there were new uses and Seitz wanted the jury to find that there were not any new uses. The trial court stated to the jury that it was Seitz' burden to convince the jury that there were no changes of use.

Seitz argues that the trial court placed the burden of proof upon the wrong party. In deciding the burden of proof question, the trial court relied upon *Walworth County v. Hartwell*, 62 Wis. 2d 57, 214, N.W.2d 288 (1974). There, the supreme court stated: "[T]he burden is upon the property owner to prove by a preponderance of the evidence that the nonconforming use was in existence at the time the ordinance was passed." *Id.* at 61, 214 N.W.2d at 290.

Seitz claims that the trial court's reliance upon *Hartwell* was misplaced. He argues that the *Hartwell* *29 burden is only applicable when the question is whether the nonconforming use actually existed at the time of an ordinance's enactment. That was the question answered in the prior litigation that became *Seitz I*. Seitz contends that, here, the question is not whether a nonconforming use existed, but whether the owner of the nonconforming use violated the condition of that use by changing the use. He argues that because he has a vested right in the nonconforming use, it is now the County's burden if it wants to take the vested right away.

Seitz offers no authority to support his argument. Rather, he simply posits that the real question is whether the ordinance regarding nonconforming uses was violated. He reasons that governmental entities have the burden to prove ordinance violation before a vested right may be taken.

We hold that the trial court properly placed the burden of proof on Seitz. We wrote in *Seitz I* that the spirit of zoning is to restrict a nonconforming use and to eliminate such uses as quickly as possible. *Seitz I*, 140 Wis. 2d at 116, 409 N.W.2d at 406. The law does not tolerate the continuance of nonconforming uses if the use is changed and the law will not condone an activity simply because it takes place on the premises. See *id.* In other words, nonconforming uses are an anomaly. They are suspect and therefore circumscribed. If the owner of the nonconforming use expands or enlarges the use, it should be the owner's burden to prove that the nonconforming use is still valid.

This was obviously the reasoning behind the supreme court's ruling in *Gabe v. Cudahy*, 52 Wis. 2d 13, 17, 187 N.W.2d 874, 876 (1971), where the nonconforming user was required to prove the use was *30 continuous to the present and to show there was no twelve-month interval during which the nonconforming use ceased. The New Hampshire Supreme Court put it this way:

The burden of establishing that the use in question is fundamentally the same use and not a new and impermissible one is on the party asserting it. This is in accordance with the general policy of zoning to carefully limit the extension and enlargement of nonconforming uses.

New London v. Leskiewicz, 272 A.2d 856, 860 (N.H. 1970). We conclude that the burden of proof was on Seitz.

The last issue concerns the remedy. The trial court determined that violation of the nonconforming use results in the invalidation of not only the illegal expansion or enlargement, but the prior legal nonconforming use as well. Seitz acknowledges that we said as much in *Seitz I*, but dismisses our statement as dicta. Seitz further acknowledges past cases such as *Brill* where the court wrote that the right to continue a use may be lost. *Brill*, 6 Wis. 2d at 331a, 94 N.W.2d at 694-95. He emphasizes the word "may," however, and claims that the rule is equivocal.

Seitz argues that the nonconforming use is a "vested zoning right" and complains that the statutes give owners of nonconforming uses no notice of the exposure which may be incurred should expansion or enlargement of the use be contemplated. He asserts that unless there is a statute prescribing that the remedy is loss of the whole use, the remedy should be limited. He suggests that the remedy in this case should be that the new uses are ordered halted, but that the prior legal nonconforming uses may remain.

*31 [5]

We acknowledge that our statement in Seitz I can be regarded as dicta. So we will say in this case, on the merits, what we said in Seitz I. The violation of the nonconforming use by expansion or enlargement which changes the use invalidates the legal nonconforming use as well as the illegal change. We have already recited our previous statement in Seitz I that the spirit of zoning is to restrict and eventually eliminate the use. We further observe that this was the law even before Seitz I. While the Brill court used the word "may" in its holding, the fact is that Brill's use was invalidated. The same result occurred in Yorkville v. Fonk, 3 Wis. 2d 371, 88 N.W.2d 319 (1958), and Jefferson County v. Timmel, 261 Wis. 39, 51 N.W.2d 518 (1952). We conclude that the remedy is consistent with the policy fostering elimination of the nonconforming use.

By the Court. Order affirmed.

NOTES

[] Petition to review denied.

[1] In his brief, Seitz refers to § 3.07(1)(B)1, a subsection that does not exist. This is a case involving legal nonconformity, and we presume he intended WAUKESHA COUNTY SHORELAND AND FLOODLAND PROTECTION ORDINANCE § 3.15(2)(B)1. Section 3.15(2) (B) provides:

(2) Classification and regulation: For the purposes of administration, legal non-conformity shall be classified and regulated as follows:

....

(B) Non-conforming use of structures and lands:

1. No such use shall be expanded or enlarged.
2. Upon petition to and approval of the county zoning agency, such use may be changed to another use provided the zoning agency determines that the new use would not result in a greater degree of non-conformity than the current use.
3. When any such use is discontinued for twelve (12) consecutive months or eighteen (18) cumulative months during a three-year period, any future use of the land or structure shall conform to the use regulations of the applicable district.
4. When a structure which houses such non-conforming use, is damaged to the extent of more than fifty (50) percent of its current fair market value, it shall not be restored for any

use except in conformity with the applicable district regulations.

5. Total structural repairs or alternations to a structure housing a non-conforming use shall not exceed fifty (50) percent of the fair market value of the structure.

[2] Section 59.97(10)(a), STATS., provides:

An ordinance under this section shall not prohibit the continuance of the lawful use of any building or premises for any trade or industry for which such building or premises is used at the time such ordinances take effect, but the alternation of, or addition to, or repair in excess of 50% of its assessed value of any existing building or structure for the purpose of carrying on any prohibited trade or new industry within the district where such buildings or structures are located, may be prohibited. The continuance of the nonconforming use of a temporary structure may be prohibited. If such nonconforming use is discontinued for a period of 12 months, any future use of the building and premises shall conform to the ordinance.

[3] Seitz prevailed upon the trial court to ask a question of the jury about whether all of the new activities were "marina related." This question, which became question five of the jury verdict, was later held to be immaterial to the case. The trial court was correct. The question is not whether the uses are related to a marina but rather, what kind of marina enterprises existed at the time of the ordinances' enactment and have those marina enterprises changed. Seitz again misreads Seitz I in arguing that once a marina, always a marina, even though marina business itself is transformed. We did not so hold. If what the business puts into the stream of commerce changes or if the type of service given changes, then an identifiable change has occurred. In Seitz I, enlargement of the dry-docking and wet-docking facilities were simply extensions of what had gone on before the ordinance was effective. The jury in this action found that the extensions since Seitz I represent an identifiable change in the type of services rendered and the products sold. Questions five was indeed immaterial.

Sec. 2-3-2. Certain officials to be appointed.

(a) The Village officials hereinafter set forth shall be appointed.

Official	How Appointed	Term
Assessor	Village President subject to confirmation by the Village Board <u>Majority of Village Board</u>	Three Years
Attorney	Village President subject to confirmation by the Village Board <u>Majority of Village Board</u>	Indefinite
Engineer	Village President subject to confirmation by the Village Board <u>Majority of Village Board</u>	One Year
Health Officer	Village President subject to confirmation by the Village Board <u>Majority of Village Board</u>	Two Years
Weed Commissioner	Village President subject to confirmation by the Village Board <u>Majority of Village Board</u>	One Year
Chief of Police	Majority of Village Board	Indefinite
Director of Public Works	Majority of Village Board	Indefinite
Village Clerk-Treasurer	Village President subject to confirmation by the Village Board <u>Majority of Village Board</u>	Two Years
Building Inspector	Village President subject to confirmation by the Village Board <u>Majority of Village Board</u>	Two Years

All other Village Officials shall be appointed by the Majority of the Village Board