

VILLAGE BOARD AGENDA
REGULAR MEETING
TUESDAY, OCTOBER 20, 2026 | 6:00 PM

Meeting to be held in person at 110 Spring Street, Somerset WI 54025

This meeting is available to watch on the [Village YouTube channel](#)

If you have questions related to any of the agenda items and are unable to attend the meeting, please send comments to info@villageofsomerset.us and we will ensure that they are made a part of the public record.

Village President: Donald Kern

Village Trustees: Chris Dubak, Caleb Garn, Brandon Krohn, Jessica Plourde, Janna Stewart, and David Wolner

1. Call Regular Board Meeting to order; Roll Call
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Comment on agenda items (2 minutes/person and 14 minutes/topic)
 - A. David Grambow / Somerset School District - Referendum
5. Consent Agenda
 - A. Minutes of the Regular Board meeting on 09/15/2026, 10/12/2026, 10/14/2026
 - B. Finance-Personnel
 1. Village, Water, and Sewer Bills
 2. Financing Village Projects
 3. Associated Bank Proposal-Health Savings Accounts
 4. Employee Concern Policy
 - C. Plan Commission
 1. ETZ Certified Survey Map Application-create 3 residential lots, Town of Somerset PID 032-1066-40-125 & 032-1067-10-205; Louis and Lorraine Germain
 - D. Public Safety
 1. Dedicated Animal Control Services Contract Renewal
 - E. Public Works
 1. Update from MSA
 2. Pay Application #2 Water Tower Reconditioning
 3. Pay Application #5 Multi-Use Trail
 4. MSA Task Order – TID 7 Street & Utility Improvements
 - F. Fire/Rescue Report
 - G. Library Report
6. New Business
 - A. **Discussion/Possible Approval** – 2027 Health Insurance Options-Alera Group
 - B. **Discussion/Possible Approval** – Impact Fee Reduction Request-Gerrard

Requests from persons with disabilities who need assistance to participate in this meeting, or hearing, should be made at the Village Hall at 715-247-3395 with as much advance notice as possible.

- C. **Discussion/Possible Approval** – Satisfaction of Mortgage-Preferred Builders, 494 LaGrandeur Road property
- D. **Discussion/Possible Approval** – 2027 Village Fee Schedule
- E. **Discussion/Possible Approval** – Site Plan, 900 Spring St, LaPointe Events*
- 7. Old Business
 - A. **Discussion/Possible Approval** – Appointment to the Revolving Loan Committee for the Regional Business Fund
 - B. **Discussion/Possible Approval** – Ordinance Amendment A-713 Title 7 Chapter 2 Fermented Malt Beverages and Intoxicating Liquor *
- 8. Closed Session: Convene to closed session as per Wis Stat 19.85 (1)(e) Deliberating the sale of public properties-TID 7
- 9. Reconvene to Open Session and take action on closed session item if necessary
- 10. Adjourn

Requests from persons with disabilities who need assistance to participate in this meeting, or hearing, should be made at the Village Hall at 715-247-3395 with as much advance notice as possible.

Regular Meeting of the Village of Somerset Board of Trustees
Village Hall, 110 Spring Street Somerset, WI 54025 | Tuesday, September 15, 2026

President Donald Kern called the regular meeting to order at 6:00 p.m. Present at the Village Hall were, Chris Dubak, Caleb Garn, Donald Kern, Brandon Krohn, Jessica Plourde, Janna Stewart, and David Wolner. Also in attendance at the village hall was Bob Gunther, Director of Public Works and Paul Mahler-Bakke Norman, Village Attorney.

Approval of Agenda

Motion by Garn, second by Krohn to approve the agenda and motion carried.

Public Comment

Marjorie Metzdorff, 798 Plum Tree Ln, expressed concern that a crosswalk alone at Joe Casey Park may not be sufficient and recommended appropriate signage and enforcement to improve driver awareness and pedestrian safety.

Chad Roberts, 997 Willow Glen Ave, presented the Board with written recommendations for budgeting and financial management practices. The recommendations included establishing multi-year financial planning, dedicated savings reserves, a stable debt levy, limits on general obligation debt, priority-based budgeting, clear policies for one-time revenues, and maintaining appropriate fund balances.

Consent Agenda

Motion by Garn, second by Krohn to approve the Consent Agenda including the following:

- *Minutes of the Regular Board meeting on 08/18/2026 and the Special Board meeting on September 3, 2026*
- *Village, Water, and Sewer Bills*
- *Site Plan Review Application from Butterfield Drilling and Irrigation, Tim Butterfield*
- *Street Use Permit – Somerset School District Parade*
- *Update from MSA*
- *Quote from Albrighton, Option #1 - Aspen Drive Drainage Improvements*
- *Safe Routes to School Agreement*
- *North Booster Station Geotechnical Quote*
- *Pay Request #1 from KLM – Water Tower Reconditioning*
- *Line of Credit Reduction - Final Request for River Hills 2nd Addition*
- *November Public Works Meeting Date Change – November 10, 2026*
- *Fire/Rescue Report*
- *Library Report*

Motion carried unanimously.

New Business

Appointment to the Revolving Loan Committee for the Regional Business Fund

Motion by Garn, second by Plourde to table the appointment to the Revolving Loan Committee for the Regional Business Fund until President Kern talks to all applicants. Motion carried. Kern abstained.

Resolution 2026-06 Exemption from the County Library Tax

Motion by Dubak, second by Garn to approve Resolution 2026-06 Exemption from the County Library Tax. Motion carried unanimously.

Crosswalk/Sidewalk at Entrance of Joe Casey Park

The Board discussed concerns regarding pedestrian access and safety at the entrance to Joe Casey Park, including the lack of a designated crosswalk, signage, and sidewalk connection. The Board reviewed several options, including closing the existing path entrance, relocating the path, or installing a marked crosswalk with appropriate signage. Cost, visibility, driveway access, and pedestrian safety were considered. The Board generally agreed that a cost-effective solution involving a painted crosswalk, proper signage, and an improved sidewalk connection should be pursued

Motion by Kern, second by Stewart to approve the painting of a crosswalk on Aspen Drive, from the entrance of Joe Casey Park to the Southside of 220 Aspen Drive and to include proper signage, with a cost not to exceed \$7,500.00 with work to begin in the Spring of 2027. Motion carried (Wolner-nay).

The final placement and alignment of the crosswalk will be determined in the field by Public Works, with the goal of keeping the crossing as close to a 90-degree crossing as practical. If the project cannot be completed within the \$7,500 limit, the matter will return to the Board for further consideration.

Old Business

Financial Management Plan

Sean Lentz, Ehler's, presented information to the Board regarding updating the Village's financial management plan, noting that the existing plan was developed in 2015 and that the Village has experienced significant growth and changing financial needs since that time. The proposed plan would consider the Capital Improvement Plan, operating expenses, staffing costs, borrowing capacity, tax impacts, utility rates, levy limits, fund balances, and project priorities. The plan would provide a framework for evaluating the financial impacts of future projects and initiatives and assist the Board in establishing financial policies and priorities.

The Board discussed the importance of maintaining and updating the plan annually rather than treating it as a static document. Annual updates were estimated at approximately 8–12 hours in a typical year, with additional work potentially required for significant changes to the Capital Improvement Plan or new initiatives. The Board also discussed incorporating a more visible "watch list" or list of upcoming financial priorities into the plan.

Motion by Garn, second by Plourde to adopt the financial management plan from Ehlers.

Amended Motion by Garn, second by Plourde to approve the Proposal for a Long-Term Financial Management Plan from Ehlers, not to exceed \$18,525 and will be budgeted for in the 2027 budget cycle. Motion carried (Krohn-nay, Wolner-nay).

Structure Fire Ordinance

Motion by Plourde, second by Dubak to approved Ordinance 5-2-10, Fire Protection Cost Recovery. Motion carried unanimously.

Convene to Closed Session

Motion by Garn, second by Krohn to convene to closed session as per Wis Stat 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – Land Acquisition for Booster Station and Schwing Bioset Land Acquisition

Motion passed on a roll call vote of 7-0 (Dubak-aye, Garn-aye, Krohn-aye, Plourde-aye, Stewart-aye, Wolner-aye, Kern-aye) and the board convened into closed session at 7:16 p.m.

Reconvene to Open Session

Motion by Plourde, second by Krohn to reconvene into open session. Motion passed unanimously and the board reconvened into open session at 7:38 p.m.

Motion by Wolner, second by Krohn, to offer a purchase agreement for parcel 181-1045-01-250 in an amount of \$10,000.00 for 1500-1600 square feet of property. Motion carried unanimously. Gunther stated that the funds would come from Water & Sewer.

Adjourn

Motion by Krohn, second by Plourde to adjourn and motion carried unanimously. Meeting adjourned at 7:40 p.m.

Jessica Lehman, Village Clerk/Deputy Treasurer
(Minutes are not official until approved at next meeting)

Total Bills \$778,750.⁹⁷

10/19/2026 2:52 PM

In Progress Checks - Quick Report - ALL
ALL Checks by Payee
GENERAL CHECKING - FIRST NATL

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ACCT

Dated From: 1/01/2026 From Account:
Thru: 10/21/2026 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	10/21/2026	AG SOURCE COOP SERVICES WU/SU/LAB TESTING	815.00
	10/21/2026	AQUAFIX INC. SU/AQUABAC	365.39
	10/21/2026	CHOSEN VALLEY TESTING INC BOOSTER STATION SAMPLING	6,330.00
	10/21/2026	CHRISMAN, CAROLYN MARKETING RETAINER	1,000.00
	10/21/2026	COMPUTER INTEGRATION TECHNOLOGIES INC I.T. SERVICES	1,801.10
	10/21/2026	CRANE ENGINEERING WU/PIPE INSTALL AT WATER TOWER	7,650.00
	10/21/2026	DIGGER'S HOTLINE WU/SU/AUGUST & SEPTEMBER LOCATES	311.10
	10/21/2026	EHLERS & ASSOCIATES ANNUAL TID REPORTING	5,856.25
	10/21/2026	ENERGENECS INC SU/WWTP MAINTENANCE	2,758.47
	10/21/2026	FAHRNER ASPHALT SEALERS LLC PW/MICRO SURFACING PROJECT	44,745.00
	10/21/2026	FERGUSON WATERWORKS #2516 WU/METERS	19,569.67
	10/21/2026	KELLEY-JOHNSON, KRISTINA MILEAGE TO IFLS EVENT 9/25/26	76.86
	10/21/2026	KLM ENGINEERING INC WU/TOWER PROJECT OVERSIGHT	24,253.25
	10/21/2026	LANDRY LANDSCAPING PKS/GRAVEL AT VILLAGE PARK	1,180.00
	10/21/2026	MENARDS - HUDSON PW/CATCHBASIN REPAIR	25.26
	10/21/2026	MIDWEST TAPE AUDIO/VIDEO	91.47
	10/21/2026	MONARCH PAVING 2026 STREET MAINTENANCE	209,719.80
	10/21/2026	NEO ELECTRICAL SOLUTIONS LLC ABANDONDED MAIN ST LIGHT	4,763.35
	10/21/2026	OLSON SANITATION LLC SEPTEMBER REFUSE & RECYCLING	23,199.00

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In Progress Checks - Quick Report - ALL

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ALL Checks by Payee

ACCT

GENERAL CHECKING - FIRST NATL

Dated From: 1/01/2026

From Account:

Thru: 10/21/2026

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	10/21/2026	RASKA SEWER SERVICE PORTABLES AT DISC GOLF	182.50
	10/21/2026	REINDERS SEED FOR RIVER AREA AT VILLAGE PARK	1,454.00
	10/21/2026	SPECTRUM INSURANCE GROUP LLC 4TH INSTALLMENT-INSURANCE PREMIUMS	15,881.25
	10/21/2026	ST CROIX COUNTY CLERK 2026 DOG LICENSES	141.00
	10/21/2026	ST CROIX COUNTY HIGHWAY DEPT PW/SPRAY PATCH	6,686.14
	10/21/2026	ST CROIX COUNTY TREASURER SEPTEMBER COURT	347.00
	10/21/2026	STATE OF WISCONSIN COURT FINES & SURCHARGES SEPTEMBER COURT	1,025.00
	10/21/2026	TAPCO PW/STREET SIGNS/SIGNAL MAINTENANCE	1,786.09
	10/21/2026	TF INSPECTION AGENCY LLC SEPTEMBER BUILDING PERMITS	67,574.00
	10/21/2026	TOTAL EXCAVATING & GRADING LLC HYDRANT RELOCATION DUE TO TRAIL CONFLICT	27,540.00
	10/21/2026	USA BLUEBOOK SU/SUPPLIES	157.18
	10/21/2026	WARNING LITES PW/DETOUR SIGNS	782.30
		Grand Total	478,067.43

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ACCT

GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 9/17/2026 From Account:
Thru: 10/19/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
64563	9/30/2026	ABT MAILCOM UTILITY BILLING	1,235.00
64564	9/30/2026	AG SOURCE COOP SERVICES LAB TESTING	1,590.50
64565	9/30/2026	C & A LAWN CARE LLC PKS/FALL FIELD MAINTENANCE	1,290.00
64566	9/30/2026	CHRISMAN, CAROLYN MARKETING RETAINER	1,000.00
64567	9/30/2026	CLIFTONLARSONALLEN ANNUAL TID REPORTS	4,400.00
64568	9/30/2026	DIGGER'S HOTLINE AUGUST LOCATES	286.70
64569	9/30/2026	DIGITAL THREAD INC DEVELOPER CAMPAIGN	2,200.00
64570	9/30/2026	EMERGENCY COMMUNICATION SYSTEMS SIREN MAINTENANCE	966.00
64571	9/30/2026	ENERGENECS INC SU/WU/INSPECTION/MAINTENANCE	3,740.25
64572	9/30/2026	EO JOHNSON COMPANY COPIER LEASE	136.70
64573	9/30/2026	FARRELL, JOHN POL/CIB CONFERENCE 9/8-9/10	307.40
64574	9/30/2026	LEHMAN, JESSICA REIMBURSEMENT FOR PURCHASES	302.10
64575	9/30/2026	MIDWEST NATURAL GAS INC. NATURAL GAS SERVICES	403.17
64576	9/30/2026	RASKA SEWER SERVICE PKS/PORTABLES AT DISC GOLF	182.50
64577	9/30/2026	SPARTAN QUICK SERVICE PW/2009 DODGE TIRES	469.88
64578	9/30/2026	TECH SALES CO SU/REAGENT	1,007.00
64579	9/30/2026	THIEL'S TIRE SERVICE LLC PW/LOADER TIRE	455.00
64580	9/30/2026	VERIZON WIRELESS PW/PKS/WU/SU/CELLULAR SERVICE	604.23
64581	9/30/2026	WEST CENTRAL WISCONSIN BIOSOLIDS FACILITY SU/MONTHLY CHARGES	16,591.31

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Check Nbr	Check Date	Payee	Amount
64582	9/30/2026	WESTFIELDS HOSPITAL & CLINIC POL/TESTING	34.00
64583	10/12/2026	ALTOONA PUBLIC LIBRARY LIB/REPLACEMENT ITEM	8.00
64584	10/12/2026	B & J HARDWARE LLC AUGUST & SEPTEMBER CHARGES	2,870.49
64585	10/12/2026	BAKKE NORMAN SC ATTORNEY SERVICES	3,964.75
64586	10/12/2026	CAPSTONE HOMES INC DRIVEWAY DAMAGE DEPOSIT REFUNDS	11,500.00
64587	10/12/2026	CARPENTER ST CROIX VALLEY NATURE CENTER LIB/IN-SERVICE DAY PROGRAM	291.75
64588	10/12/2026	COMPUTER INTEGRATION TECHNOLOGIES INC OFFICE 365/MANAGED SERVICES	4,454.45
64589	10/12/2026	CULLIGAN OF STILLWATER WATER SYSTEM RENTAL	58.00
64590	10/12/2026	CWS SECURITY QUARTERLY MONITORING	101.85
64591	10/12/2026	DAREL L. HALL ANIMAL CONTROL SERVICES 8/27/26	146.40
64592	10/12/2026	EO JOHNSON COMPANY WU/SU/HP PRINTER MAINTENANCE AGREEMENT	1,395.00
64593	10/12/2026	EO JOHNSON COMPANY LIB/COPIER USAGE	500.69
64594	10/12/2026	HAKES WELLNESS SOLUTIONS LLC POL/PST CONFERENCE	100.00
64595	10/12/2026	HAWKINS INC. WU/SU/CHEMICALS	3,512.95
64596	10/12/2026	HYDROCORP LLC WU/CROSS CONNECTION CONTROL PROGRAM	1,675.57
64597	10/12/2026	IFLS LIBRARY SYSTEM ANNUAL FEES-PHAROS-DEEP FREEZE/COMPUTERS	9,048.80
64598	10/12/2026	INGRAM LIBRARY SERVICES LIB/BOOKS	988.29
64599	10/12/2026	J & S GENERAL CONTRACTING GRAVEL FOR ISLAND REMOVAL	2,280.00
64600	10/12/2026	KELLEY-JOHNSON, KRISTINA REIMBURSE MILEAGE 6/30 & 7/21	40.38

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GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 9/17/2026 From Account:
Thru: 10/19/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
64601	10/12/2026	MIDWEST TAPE LIB/AUDIO/VIDEO	152.93
64602	10/12/2026	MILLER EXCAVATING INC 204 WILLOW ST CURB STOP REPAIR	9,537.06
64603	10/12/2026	MSA PROFESSIONAL SERVICES INC PROFESSIONAL SERVICES	151,195.15
64604	10/12/2026	NEMEC, BRAD MILEAGE TO DISTRICT MEETING-10/08/26	21.75
64605	10/12/2026	NORTHWEST COMMUNICATIONS TELEPHONE EXPENSE	1,454.85
64606	10/12/2026	OLSON SANITATION LLC SEPTEMBER SERVICES	902.00
64607	10/12/2026	RICE LAKE PUBLIC LIBRARY LIB/REPLACE ITEM	5.00
64608	10/12/2026	SOMERSET UTILITIES WATER/SEWER SERVICE	8,619.57
64609	10/12/2026	ST CROIX COUNTY INFORMATION TECHNOLOGY POL/NETMOTION SOFTWARE/VPN	780.75
64610	10/12/2026	TAPCO CROSSWALK SIGN	247.64
64611	10/12/2026	TRI STATE BOBCAT INC PW/EQUIPMENT RENTAL FOR ISLAND REMOVAL	1,271.43
64612	10/12/2026	TRYBA, MARGARET REIMBURSEMENT PURCHASE & MILEAGE	165.74
64613	10/12/2026	WISCONSIN PROFESSIONAL POLICE ASSOC OCTOBER UNION DUES	235.00
64614	10/12/2026	WISCONSIN SUPREME COURT CT/2026 MUNICIPAL COURT CLERKS CONFERENC	55.00
64615	10/12/2026	ZEVENBERGER, ANDREA LIB/BABY ACADEMY 10/15-11/16	150.00
EFT 091126-1	9/11/2026	VERIZON WIRELESS-VSAT	5.59
	Manual Check	ELECTION MODEM	
EFT 091526-1	9/15/2026	AFLAC	397.42
	Manual Check	EMPLOYEE PREMIUMS	
EFT 091726-1	9/17/2026	WISCONSIN DEFERRED COMP PROGRAM	2,719.66
	Manual Check	EMPLOYEE CONTRIBUTIONS	
EFT 091826-1	9/18/2026	FEDERAL TAX PYMT	14,498.35
	Manual Check	FEDERAL TAX DEPOSIT	

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GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 9/17/2026 From Account:
Thru: 10/19/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFT 091826-2	9/18/2026	HSA BANK	1,606.79
	Manual Check	EMPLOYEE CONTRIBUTIONS	
EFT 091826-3	9/18/2026	WISCONSIN DEPT OF REVENUE	2,509.42
	Manual Check	STATE TAX DEPOSIT	
EFT 092226-1	9/22/2026	PACE ANALYTICAL SERVICES LLC	300.00
	Manual Check	SU/LAB TESTING	
EFT 092326-1	9/23/2026	PITNEY BOWES-SUPPLIES	134.44
	Manual Check	INK FOR POSTAGE MACHINE	
EFT 092326-2	9/23/2026	QUILL CORPORATION	61.18
	Manual Check	LABELS FOR ABSENTEE BALLOTS	
EFT 092526-1	9/25/2026	XCEL ENERGY	1,055.25
	Manual Check	ELECTRIC EXPENSE	
EFT 092826-1	9/28/2026	HSA BANK	22.50
	Manual Check	ACCOUNT FEES	
EFT 092926-1	9/29/2026	XCEL ENERGY	17.36
	Manual Check	ELECTRIC EXPENSE	
EFT 093026-1	9/30/2026	FEDERAL TAX PYMT	1,222.01
	Manual Check	FEDERAL TAX DEPOSIT	
EFT 093026-2	9/30/2026	WISCONSIN RETIREMENT SYSTEM	21,059.83
	Manual Check	AUGUST RETIREMENT	
EFT 093026-3	9/30/2026	XCEL ENERGY	140.76
	Manual Check	ELECTRIC EXPENSE	
Grand Total			300,683.54



Village of Somerset, WI

TAP Grant Borrowing Impact

October 14, 2026

Current Debt Levy

- Debt levy for 2025/26 is **\$310,943**.
- New debt was issued in 2026 for TID 3 property acquisition and TID 5 infrastructure.
- TID 3 and TID 5 do not generate sufficient revenue to service the debt on their own.
- Levy is projected to increase to **\$456,173** without contributions from other funds.

Proposed TAP Grant Reimbursement

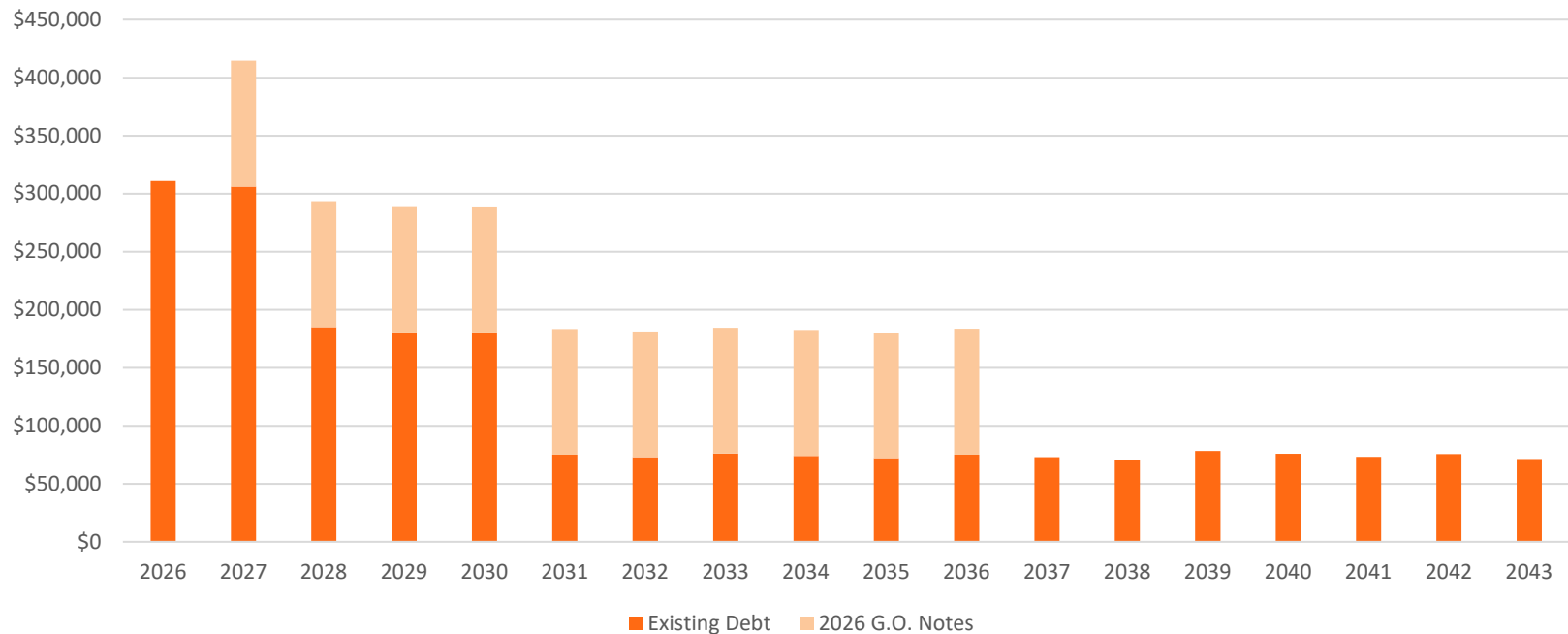
- Village has already paid costs related to TAP grant.
- Borrowing will reimburse the Village for those costs.
- First payments on a borrowing will impact the levy the following year.
- How much urgency is there for funds to be reimbursed?

TAP Grant Project Financing

Year	Totals		
	Principal	Interest	Total
Payment 1	73,000	35,475	108,475
Payment 2	73,000	35,415	108,415
Payment 3	76,000	32,130	108,130
Payment 4	79,000	28,710	107,710
Payment 5	83,000	25,155	108,155
Payment 6	87,000	21,420	108,420
Payment 7	91,000	17,505	108,505
Payment 8	95,000	13,410	108,410
Payment 9	99,000	9,135	108,135
Payment 10	104,000	4,680	108,680
Total	\$860,000	\$223,035	\$1,083,035

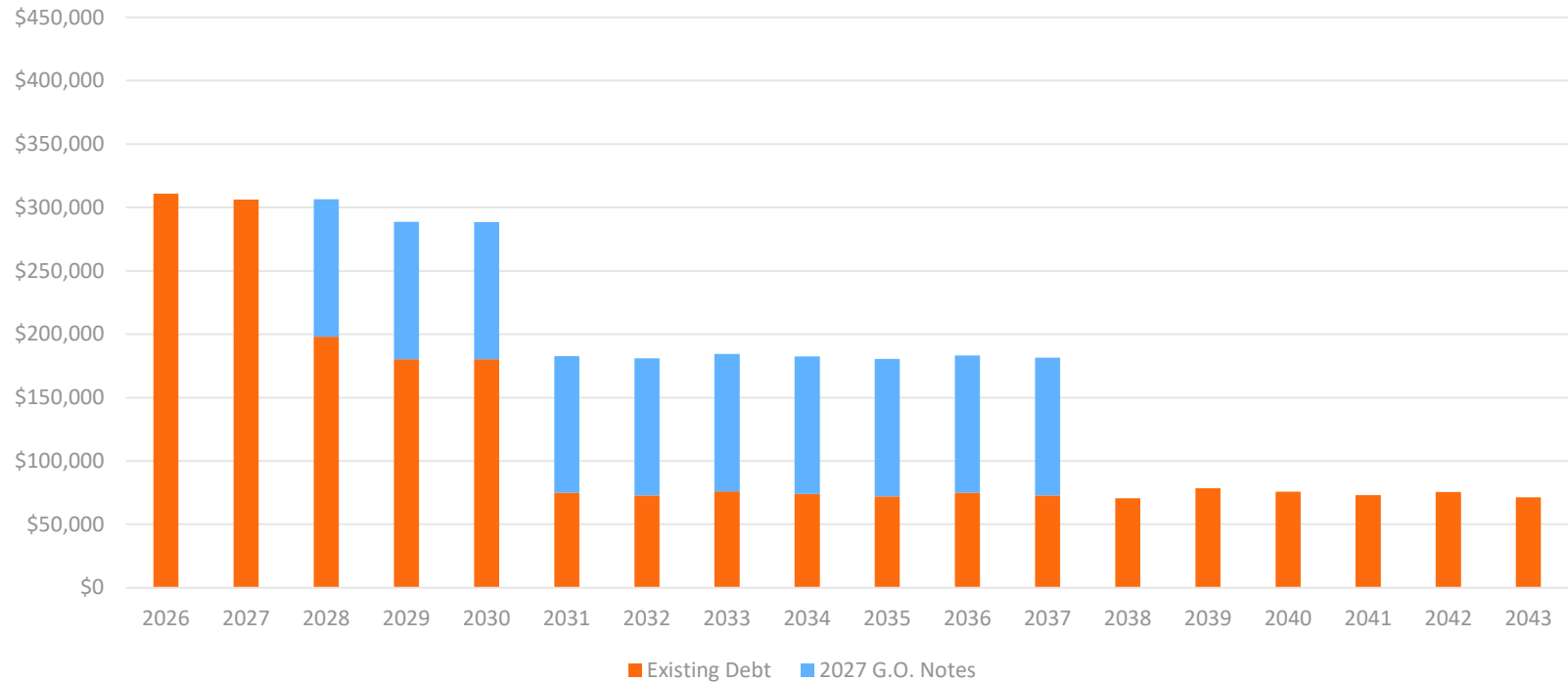
- Bank loan is most appropriate for this size borrowing.
- Estimated interest rate is 4.5%.

Tax Impact – Borrowing in 2026



- Debt levy projected to increase to \$414,647 with projected borrowing.
- Assumes the Village continues contributing other funds to make TIDs 3 and 5 solvent.

Tax Impact – Borrowing in 2027



- Payments for existing debt decrease in 2028 to absorb debt service on 2027 Note.
- Assumes continued advances from other funds and TID growth.

Options

- Seek to minimize tax impact until TIDs can cash flow.
- TAP Grant project is financed with interest only payments.
- Issue the debt next year for first payment until 2028.



Associated Benefits Connection®

Administration Services Proposal

Prepared by:

Ken Nimmer
VP, HSA, Flex, COBRA Consultant
Kenneth.Nimmer@AssociatedBank.com
920-327-6798



This proposal has been developed for:

VILLAGE OF
SOMERSET
Wisconsin

This proposal was prepared only for the organization named and is not valid for any other organization. The information shown is for illustrative purposes only and does not represent all features or limitations.

Proposal is based on the information provided to Associated Bank by the named organization. Material changes to the assumptions may result in changes to proposed terms and costs.

Associated Bank's standard of care and legal duty to its clients to provide administration products and services is to follow the instructions of the client, in good faith.

Pricing is valid for 90 days from the date the proposal was created.



Why Associated Benefits Connection®?

Associated is one of the top administrators in the United States serving **hundreds of thousands** of employees and their family members and managing **hundreds of millions** of dollars in assets.

EXPERIENCE

2003

Third-party
administration
services launch

50

Available in all
50 states across
the U.S.

SERVICE

90%

First-call
resolution

00:34

Speed of answer in
seconds

RECOGNITION

98%

Customer service
level

99%+

Customer retention
for past three
years¹



**Associated
Bank**

Your **proven** partner
for administration services



Associated Benefits Connection®

A full suite of third-party administration services

Provide the benefit accounts your employees need to pay expenses not paid by traditional benefit plans.

Health Savings Accounts

Help employees meet their financial goals today, tomorrow and into retirement—all while saving on taxes and healthcare costs.

Health Reimbursement Arrangements

Build a custom HRA plan to meet your needs, including traditional HRAs, ICHRAs, QSEHRAs and EBHRAs.

Flexible Spending Accounts

Select the FSAs your employees need, including healthcare FSAs, limited-purpose FSAs, post-deductible FSAs, dependent care plans and commuter benefit plans.

Lifestyle Spending Accounts

Boost employee and organizational well-being by supporting employees' healthy life choices.

COBRA & Retiree and Direct Billing

Outsource your COBRA, state continuation, and retiree and direct billing needs to our dedicated team.

Employer Solutions

Need help with compliance? We've got you with wrap documents, IRS Form 5500 filing and more.

Our Commitment to Compliance

Our team can help you complete required tasks and stay on top of legal and regulatory changes. Getting it wrong is expensive—statutory penalties and judgments, attorney's fees, participants' expenses, as well as impact to your organization's reputation. Save time and effort by trusting experts to keep you in compliance with the federal and state requirements.

Included with our HRA and FSA account administration services at *no additional cost*:



Plan Documents

We provide plan documents for the HRA, FSA, and/or LSA plans we administer for you. The plan documents contain the plan rules and required legal language. Just make the final updates and provide to your participants.



Claim Adjudication

Let us handle claims processing for you. Claims are adjudicated based on the expenses allowed by the IRS and your plan.



IRS Documents

We create the 1099-SA and 5498-SA each year and provide them to your participants in time to file their taxes.



Non-Discrimination Testing

Annual non-discrimination testing is no problem. We will request the required data from you, then we perform all the required tests and provide the results to you. This is a value-added service when you purchase our HRA and/or FSA administration services or available on a stand-alone basis at additional cost.



Compliance Webinars

Our compliance partner is your compliance partner. You are welcome to join webinars on numerous compliance-related subjects.

Available upon request at *additional cost*:



Wrap Documents

Our customized wrap documents will help your company meet ERISA, IRC, HIPAA and ACA requirements that ordinary insurance policies and contracts won't.



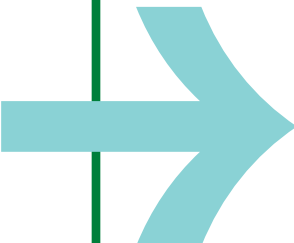
5500 Preparation and Filing

You collect the data, and we'll take it from there by completing the preparation and the filing.

Health Savings Accounts

With an Associated Benefits Connection® health savings account (HSA), it's easy to help your employees save pre-tax funds to pay for qualified healthcare expenses.

Offering the right HSA program is a win-win—your employees increase their financial wellness, and your company gets healthier, more engaged employees.



How our HSAs are different

Many administrators offer health savings accounts, but not all accounts are equal. Below are some of the features of Associated Benefits Connection HSAs that are not available everywhere.

- Available in all 50 states in the U.S.
- No restrictions based on insurance company or HRIS, payroll or benefits technology partner.
- FDIC insurance for deposit accounts.
- HSA Certificate of Deposit (HSA CD) with competitive rates. 
- Integrated investment platform with low minimum balance requirement to begin investing.
- Investment options professionally managed by in-house Chartered Financial Analysts (CFAs).
- Access to funds via ATM,* with Associated Bank ATMs always surcharge-free.
- Members-only discounts on eligible purchases in a secure online shopping experience.

*Associated Bank ATM use is free for Associated Bank customers. ATM owners outside of the Associated networks may charge a fee. Associated Bank may charge a fee for using an out-of-network ATM. International fees may apply. Review your account disclosure and fee schedule for more details. (1498)

Customizable Benefit Account Offerings

Our experts can help you build the health reimbursement arrangement, flexible spending account and lifestyle spending account that will achieve your company's goals and objectives.

Flexible Plan Design Options

Tailor your plan's contributions, eligible expenses and reimbursement options to the needs of your employees.

Claims-Based Funding

Our claims-based funding means that your company retains plan assets until a claim has been approved for payment. No need to true-up and no surprises at the end of the plan year!

Enrollment & Contribution Options

Choose any enrollment and contribution option that works for your company including data integrations, spreadsheet imports, manual entry and scheduled contributions.

Reimbursement Method Options

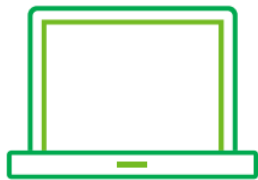
Make sure employees can access their funds when they need them. Choose the reimbursement options that are best for your employees including stacked debit card, direct deposit to employees' bank accounts and online payments.

Package Pricing

We are proud to offer competitive, straightforward pricing when you purchase multiple administration services through Associated Benefits Connection.

Our Technology

We are committed to providing **industry-leading technology** to allow you and your employees to manage your plans.



Employer Portal

Our secure portal allows you to add new participants, view plan information, make contributions to employees' accounts, run reports and access valuable tools and resources.



Participant Portal & Mobile App

Your employees will have secure access 24/7 to the Participant Portal and the mobile application.* Once logged in, they can view account balances, request funds, update preferences, contribute to their HSA, invest their HSA funds and more.



Proven data security

- Multi-factor authentication
- Password requirements
- Roles-based permissions
- Masking of sensitive data
- Telephonic fraud detection
- Red-flag fraud alerts
- Industry certifications
- Internal audits
- External audits



Stacked Debit Card

A single debit card unlocks access to funds from all the accounts in which your employees are enrolled. Our system will pull funds from the correct account(s) based on their purchase.

*Associated Bank does not charge a fee to download our digital applications; however, transactional fees may apply. Carrier message and data rates may apply; check your carrier's plan for details. Visit [AssociatedBank.com/disclosures](https://www.associatedbank.com/disclosures) for Terms and Conditions for your service.

Employee Education and Engagement

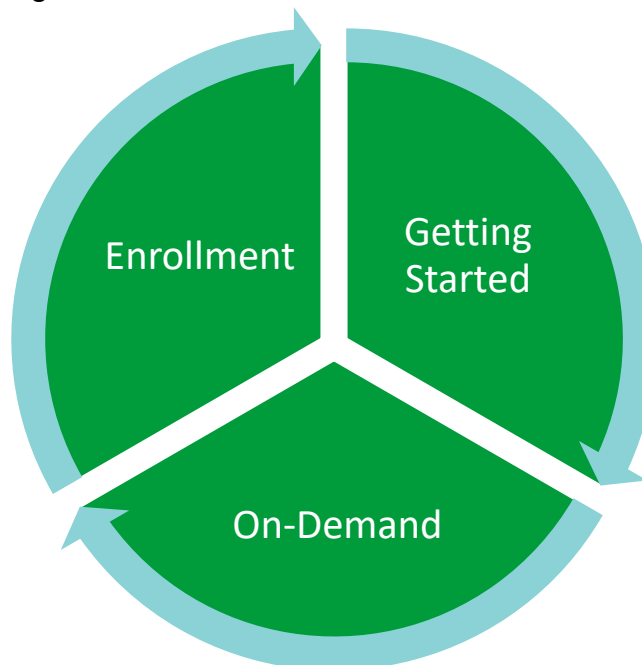
We have multimedia tools and resources to help employees at each stage—annual enrollment, getting started with new plans and on-demand.

Annual Enrollment

- Benefit plan flyers
- Benefit account comparison
- IRS limit flyer
- Pre-tax savings calculator
- Expense calculation worksheets
- Interactive decision support tool
- Webinar recordings

Getting Started

- Benefit plan user guides
- Portal user guide
- Webinar recordings
- Recurring claim forms
- Beneficiary forms
- Direct deposit forms
- HSA transfer forms



On-Demand

- Eligible expense lists
- Claim forms
- Medical necessity form
- HSA investment guidance tool
- FSA/HSA Store
- Webinar recordings

FINANCIAL WELLNESS SOLUTIONS FOR THE WORKPLACE



Associated Bank offers financial wellness solutions to fit the needs of each employee, often at no cost.

“Proactively addressing employee financial wellness can help attract and retain top talent, foster a happier, healthier and more productive workforce and even reduce business costs.”¹

Financial wellness education for all employees

Associated Bank’s Workplace Financial Solutions educators can deliver educational content in live,² virtual and/or recorded sessions.

Sample topics:

- Budgeting
- Borrowing Basics
- Improving Your Credit Score
- Identity Theft
- HSA Basics & Beyond
- Retirement Investment Basics
- Buying a Home
- Debt Reduction
- Money Matters
- Paying for College

Financial planning solutions for executives³

Our financial experts provide one-on-one financial counseling for your valued employees.

Areas of expertise:

- Compensation planning
- Cash-flow planning
- Tax planning
- Investment planning
- Estate planning
- Private banking
- Risk protection

Additional fee-based services available upon request.



Contact one of our consultants today!

Call 800-991-7703, Monday–Friday, 8 a.m. to 5 p.m. or email us at BenefitsConnectionSales@AssociatedBank.com



1. 2024, Why you need to focus on employee financial wellness in 2024, Moneyhub, Accessed 03/26/2024, <https://www.moneyhub.com/blogposts/2024/1/22/why-you-need-to-focus-on-employee-financial-wellness-in-2024>
2. Live sessions available only in Illinois, Minnesota, Missouri, and Wisconsin.
3. The cost of this service is a taxable benefit for participants.

Plan Insights

Make informed strategic decisions about how to manage your health savings account and benefit account plan offerings.



Scheduled Reports

Receive reports scheduled for you to help you manage your plans with the data you need about your plans, enrollments, contributions and claims.



Ad Hoc Reports

View enrollment and utilization statistics with the click of a button. Create a single report or set a recurring schedule to automatically deliver the data you need when you need it.



Benefit Analytics

Analyze plan enrollment and utilization patterns to determine your employees' engagement levels. Trend and benchmarking features deliver even greater insights.



Proactive Communication

Read timely updates from our team with information you need to manage your plans and prepare for events such as annual enrollment and plan year closing.

COBRA, State Continuation, Retiree and Direct Billing Administration

The laws and regulations are numerous and complex. Our team can make complying with these obligations easy, allowing you to focus on your company's business.

Services we offer:

COBRA Initial Notices

Notifies rights your new hires or newly enrolled employees of their COBRA and obligations.

COBRA Qualifying Event Notice

Provides election notices to qualified beneficiaries to allow them to elect COBRA/Continuation.

Direct Billing Election Notice

Offers the option to elect to continue benefits under a direct billing arrangement for retirees, employees on leave and more.

Elections and Payments

Monitors election and payment deadlines and processing timely submissions.

Carrier Notifications

Requests reinstatement for newly enrolled members and terminates coverage at the end of the continuation period.

Customer Service

Superior support for your team and your qualified beneficiaries.



Employer Portal Features

- Enter new hires, qualifying beneficiaries and direct bill beneficiaries.
- View plan and rate information.
- View participant payments.
- Run and view reports.

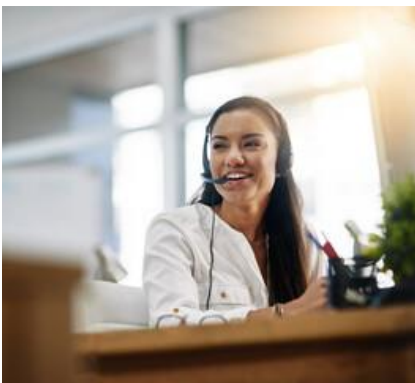


Participant Portal Features

- View plan information.
- Elect coverage.
- Make electronic payments.
- Set up recurring payments.
- Update preferences.

Our Superior Service

Our approach to account management combines self-service tools with outstanding service from our dedicated Employer Services and Participant Services Account Managers. We're never more than a phone call or email away!



Participant Services

Live customer support to provide support to your employees:

- Account access
- Eligible expenses
- Contribution, distribution and claims questions

Available Monday–Friday 7 a.m. to 7 p.m. Central Time.
Excludes federal and observed holidays.



Employer Services

Dedicated support for your program management needs:

- Implementation and onboarding
- Employee communication/education materials
- File feed integrations

Available Monday–Friday 8 a.m. to 5 p.m. Central Time.
Excludes federal and observed holidays.



HSA/TPA Consultant

Your contact for selecting the right plan mix to achieve your goals:

- Offer full suite of TPA products
- Facilitate pricing and contracting
- Identify opportunities for Associated Bank to deliver additional business solutions

Available Monday–Friday 8 a.m. to 5 p.m. Central Time.
Excludes federal and observed holidays.

Backed by the Strength of Associated Bank



At **Associated Bank**, we're always working to create the **best banking experience** for our customers.

Innovation is key to keeping up with new technology, evolving trends and a shifting global landscape.

Established in 1861, Associated Bank is the **largest** Wisconsin-based bank by assets¹



\$42B

Total assets



\$34B

Deposits



\$30B

Loans



\$4B

Total stockholders' equity



Customer Recognition

Associated Bank is distinguished by our consistent, quality customer experience, strong products and services, and commitment to continued excellence. Here are just a few examples of recognition we have received:

#1 for Retail Banking Customer Satisfaction in the Upper Midwest Region²
2024 • J.D. Power

America's Best Regional Banks
2024 • Newsweek

13 Best HSA Accounts
2023 • Investor's Business Daily

1. Based on assets as of April 11, 2024.

2. Associated Bank received the highest score in the Upper Midwest Region in the J.D. Power 2024 U.S. Retail Banking Satisfaction Study of customers' satisfaction with their primary bank. Visit [jdpower.com/awards](https://www.jdpower.com/awards) for more details.



Delivering More Every day

Enjoy the full value Associated Bank can bring to you and your business. We offer a full range of financial products and services.

Solutions for you and your employees

Consumer Banking

- Checking
- Savings
- Health Savings Accounts
- Credit Cards
- Home Mortgages
- HELOC
- Personal Loans

Private Wealth

- Financial Planning
- Retirement Planning
- Advisory & Brokerage Services
- Trust Services
- Private Banking
- Investment Management Services
- Individual Retirement Accounts
- Credit Solutions

Solutions for your business

Commercial & Business Banking

- Commercial Financing
- Treasury Management
- Lines of Credit
- Credit Cards
- Workplace Financial Solutions Education
- Interest Rate Swaps
- Foreign Exchange
- Associated Benefits Connection

Commercial Real Estate

- Financing Options
- Treasury Management
- Interest Rate Swaps
- Foreign Exchange

As an HSA customer, you and your employees can unlock **even greater banking benefits.**
Find out how today!

Associated Bank is putting our money where our heart is.



We're committed to serving the communities where we live and work. In 2023, we contributed:

71,000
colleague
volunteer hours

3,356
colleague
volunteers

\$600 million
in community grants

\$1.006 billion
in residential loans
helping low-to-moderate
income families

To learn more, visit
[www.AssociatedBank.com/
about-Associated-Bank/
in-the-community](http://www.AssociatedBank.com/about-Associated-Bank/in-the-community)

We remain committed to initiatives to improve our communities, promote diversity and enhance sustainability. Some highlights of our efforts:

Environmental



Over **\$2.2B** in credit commitments to support wind, hydroelectric and solar projects since 2021.



11.5M page reduction in print production since 2016 saving 23,000 reams of paper and 1,380 trees.

Social



\$2B, 3-year commitment to support residential loans helping low-to-moderate-income and minority families.



Equal Opportunity magazine recently recognized Associated Bank as one of their 2022 **top 50 employers**.

Governance



Our Board of Directors provides **direction, oversight and guidance** to our executive management team.



All colleagues sign the Code of Business Conduct and Ethics annually agreeing to **act with honesty and integrity** in all that we do.

See our full sustainability report at:
investor.AssociatedBank.com/corporate-information/Sustainability

Pricing for HSA & Benefit Accounts Administration Services

Health Savings Accounts

Account fees

Applicable monthly fees may be paid by employer or participants. Request full fee schedule for all applicable fees.

Fee type	Fee Amount
Implementation fee	\$0
Renewal fee	\$0
Minimum opening deposit	\$0
Minimum required average daily balance to avoid HSA Service Fee (includes deposit + investments)	N/A
Employer monthly service fee	\$0
HSA Service Fee	Waived for municipalities under contract, or perpetually when bundling with Flex and/or COBRA services
Minimum monthly administration fee	\$0
Statements Electronic (paperless) statements Paper statements (optional)	\$0 \$4 per statement (optional)

Participant investment fees

Investment fees apply only if choosing to invest a portion of HSA funds. Minimum cash balance of \$500 must be maintained unless exception applies.

Fee type	Fee Amount
Participant monthly investment service fee	\$2 per month (only when investing)
Custodial management fee	30 basis points (.0030 or .30%) on the balance in the investment account per year, paid quarterly

Pricing for Flex Benefit Accounts Administration Services Other Benefit Accounts

A single implementation and renewal fee apply to HRA, FSA and LSA administration services.

Health Reimbursement Arrangements & Flexible Spending Accounts

One monthly service fee applies per participant, regardless of the number of accounts elected.

Fee type	Fee Amount
Implementation fee	\$250
Renewal fee	\$150
Employer monthly service fee	\$3.75 pppm
Minimum monthly administration fee	\$60

Lifestyle Spending Accounts

Fees shown assume the plan will be offered to all employees and without a debit card. Request custom pricing when requesting to offer an LSA and an HRA.

Fee type	Fee Amount
Implementation fee	N/A
Renewal fee	N/A
Employer monthly service fee	N/A
Minimum monthly administration fee	N/A

Pricing for HSA & Benefit Accounts Administration Services

Additional Services

We offer many valuable services. Don't see what you're looking for on this page? Contact your Associated Benefits Connection sales team member.

Service	Fee Amount
Data integrations Integrations available upon request	N/A
Premium Only Plan (POP) document Package with account administration Stand alone	No additional charge \$250 per document
Non-Discrimination Testing Package with account administration Stand alone	No additional charge \$1,500
IRS Form 5500 preparation & filing	\$500 per form for each filing
Wrap documents Initial document: Package with account administration Stand alone Updates to documents: Package with account administration Stand alone	 \$500 \$1,500 \$250 \$1,500

Pricing for COBRA & Direct Billing Administration Services

Option 1 – Per benefit-eligible per month pricing

Fee type	Fee Amount
Implementation fee	\$250
Renewal fee	\$150
Employer monthly service fee	\$0.70 per employee who is benefit enrolled
Initial notices	included
Qualifying events Charged per qualifying event, regardless of the number of notices to be sent.	included
Enrolled members A single enrolled member charge applies, whether participants are enrolled in single or family coverage.	Included
Minimum monthly fee	\$60

Option 2 – Per event pricing

Fee type	Fee Amount
Implementation fee	\$250
Renewal fee	\$150
Employer monthly service fee	N/A
Initial notices	\$3
Qualifying events Charged per qualifying event, regardless of the number of notices to be sent.	\$40
Enrolled members A single enrolled member charge applies, whether participants are enrolled in single or family coverage.	\$10/mo
Minimum monthly fee	\$60

Where permitted, a separate administration fee calculated as a percentage of premium will be charged to enrolled members. These fees will be retained by Associated.

Pricing for COBRA & Direct Billing Administration Services

Additional Services

We offer many valuable services. Don't see what you're looking for on this page? Contact your Associated Benefits Connection sales team member.

Service	Fee Amount
Data integrations Charge for initial integration only; no charge for updates	N/A
Annual enrollment kits Printed and mailed	\$15 per kit

Important Note

Federal COBRA available in all states. State Continuation available in most states. Contact your Associated Benefits Connection sales team member to discuss specific needs.

For Direct and Retiree Billing Administration services, contact your Associated Benefits Connection sales team member.



Ready to get started?

Our implementation process was designed to make offering new benefits or moving existing services as convenient as possible.

Our implementation process is a meeting cadence led by your Associated Benefits Connection implementation manager. We will work to minimize the effort required from your team by collecting required information efficiently and using our meeting time to work through questions together and ensure all project team members are up to date on the status of the implementation.

Our easy 3-step process:

1

Sign

Sign and return the required agreements.

2

Meet

Attend the implementation meetings with your implementation manager.

3

Enroll

Enroll employees choosing to participate in your plans.

We'll take care of the rest!



Implementation

Your implementation manager will reach out to schedule the implementation meetings and collect your current plan information. Standard plan designs will be set up within five business days.



Onboarding

Our Employer Portal will give you the tools and resources you need to manage your plans. Our team will provide a detailed walk-through of all the features you will enjoy in the portal.



Welcome

Your employees will receive welcome information right after their enrollments have been processed. This will include instructions for accessing the portal and mobile app. If your plans offer debit cards, the cards will arrive approximately 5-7 business days later.

Contact Us

Call our consulting team at 800-991-7703

Monday through Friday

8 a.m. to 5 p.m. CT or email us at

BenefitsConnectionSales@AssociatedBank.com



Deposit and loan products are offered by Associated Bank, N.A. Loan products are subject to credit approval and involve interest and other costs. Please ask about details on fees and terms and conditions of these products. Property insurance and flood insurance, if applicable, will be required on collateral.

HSA cash balances are **FDIC insured** up to the Standard Maximum Deposit Insurance Amount (SMDIA). Deposit products are offered by Associated Bank, N.A. **Member FDIC.**



Investment, Securities and Insurance Products:

NOT FDIC INSURED	NOT BANK GUARANTEED	MAY LOSE VALUE	NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY	NOT A DEPOSIT
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Associated Benefits Connection is a marketing name used by Associated Bank, N.A. (ABNA). ABNA administers benefit programs sponsored by employers, which include flexible spending accounts (FSAs), health reimbursement accounts (HRAs) and commuter benefits and is subject to pending state licensure and regulatory approval.

Associated Bank and Associated Bank Private Wealth are marketing names AB-C uses for products and services offered by its affiliates. Investment management services are provided by Kellogg Asset Management, LLC® ("KAM"). KAM and Associated Bank, N.A. are wholly-owned affiliates of Associated Banc-Corp (AB-C). AB-C and its affiliates do not provide tax, legal or accounting advice. Please consult with your advisors regarding your individual situation.

All trademarks, service marks and trade names referenced in this material are the property of their respective owners. (3/25)W133864

VILLAGE OF SOMERSET

Employee Concern Policy

Article I. Purpose

The purpose of this policy is to provide a clear and fair process for employees to report any activity that they believe is a violation of local, state, or federal law, or of a village ordinance. This policy is intended to supplement but not replace any applicable state or federal law governing municipalities and municipal employment.

All reports will be handled promptly, fairly, and confidentially to the extent possible. Retaliation, or threat of retaliation, against any employee who files a report or participates in an investigation is strictly prohibited. The Village will not retaliate against, or threaten to retaliate against, an employee who, in good faith, reports a violation as described in Article II below.

Article II. Procedure

Reporting

If any employee reasonably believes that a Village Trustee, a Village employee, a person acting as an agent of the Village, or a Village officer, has violated a local, state or federal law or an established Village ordinance, the employee may prepare a written complaint describing the nature of the violation and bring it to the attention of any of any Village Board Trustees who serves on the Village Finance/Personnel Committee.

Processing and Resolution

The Complaint may be referred to an internal Village resource or external resource as appropriate. All investigations must be completed within a reasonable amount of time and in accordance with the following:

- (1) The Village must inform the employee in writing about the outcome of any investigation ,or whether the matter warrants additional investigation, or if the matter is referred to another governmental agency.
- (2) The Village shall keep the identity of the disclosing employee confidential as reasonably possible to do so.
- (3) The Village shall appropriately respond to the findings of each investigation on a case-by-case basis according to Village policy and state and federal law.

Adopted by the Village of Somerset on October __, 2026

Donnie Kern, Village President

VILLAGE OF SOMERSET
PLAN COMMISSION – EXTRATERRITORIAL REVIEW
FEE \$100 Certified Survey Map (4 OR LESS LOTS)
\$100 Plat PLUS \$10/lot (5 OR MORE LOTS)

Office Use Only
Received 9/1/26
Fee Received \$ 100

PROPERTY INFORMATION

Site Address: 2021 Hwy 35
Parcel #: 032-1066-40-125, 032-1066-40-125 & 032-1067-10-205
Current Zoning District: R-2
Statement of Intent (describe what will be done with the property):
SEE ATTACHED NARRATIVE

APPLICANT CONTACT INFORMATION

Applicant is: ☐ Property Owner ☒ Owner's Agent ☐ Developer ☐ Other _____
Applicant's Name: Louis Germain Jr
Business Name: _____
Mailing Address: 2021 State Road 35
City / State / Zip Code: Somerset WI 54025
Daytime Phone: 715-760-1328 Cell Phone: _____
Email: louied_jr@hotmail.com

PROPERTY OWNER CONTACT INFORMATION (if applicable)

Property Owner(s) Name(s): Lorraine Germain
Mailing Address: 2021 State Road 35
City / State / Zip Code: Somerset WI 54025
Daytime Phone: 715-247-3214 Cell Phone: _____
Email: _____

REQUIRED SIGNATURE(S)

I hereby certify that all statements, forms, and attachments submitted hereto are true and correct to the best of my knowledge and belief:

Louis Germain Jr
Applicant's Signature

08/05/2026
Date

Lorraine E. Germain
Property Owner's Signature (if applicable)

8-5-2026
Date

**VILLAGE OF SOMERSET
PLAN COMMISSION - EXTRATERRITORIAL REVIEW**

CHECKLIST

- ☐ Completed Application & Fee
- ☐ Site plan/Map including name of project and owner/applicant, site address, date, scale, north arrow, yard setbacks, parking and loading areas, sidewalks and other pedestrian facilities, and location of buildings and signs

ETZ REVIEW PROCEDURE

1. Submit Application for Review.
 - a. Application is reviewed by Staff (Clerk, Village Engineer, Public Works Director, and Planning Commission Chair)
 - b. After initial review, it will be determined if the application will need to be reviewed by the Plan Commission.
2. Plan Commission reviews ETZ application. The Plan Commission meets on the first Thursday of each month.
3. Village Board action. The Village Board meets on the third Tuesday of each month.

§ 14-1-10(a)(19) EXTRATERRITORIAL PLAT APPROVAL JURISDICTION

The unincorporated area within one and one-half (1 1/2) miles of a fourth-class city or a village and within three (3) miles of all other cities. Wherever such statutory extraterritorial powers overlap with those of another city or village, the jurisdiction over the overlapping area shall be divided on a line all points of which are equidistant from each community so that not more than one (1) community exercises extraterritorial powers over any area.

AUTHORIZATION

The Village Board, acting under the power given it under Zoning Ordinances of the Village of Somerset do hereby: ☐ Approve the application ☐ Reject the application

Village President Signature

Date

Extraterritorial Narrative

It is proposed to create 3 new 3-acre residential lots on the west side of 72nd Street with the remaining 53 acres of the parent parcel being the 4th lot to remain in agriculture production. Improving the existing driveway in the 72nd Street right-of-way to town road standards will allow for future connections to the Village for future growth. The land split complies with the village residential zoning districts. The west side of the property abuts State Highway 35.

LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 31 NORTH, RANGE 19 WEST, TOWN OF SOMERSET, ST. CROIX COUNTY, WISCONSIN.

THIS INSTRUMENT WAS DRAFTED BY: JLV

CERTIFIED SURVEY MAP

LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 31 NORTH, RANGE 19 WEST, TOWN OF SOMERSET, ST. CROIX COUNTY, WISCONSIN.

PREPARED FOR:
LORRAINE GERMAIN
2021 HIGHWAY 35
SOMERSET, WI 54025

OWNER:
LORRAINE GERMAIN
2021 STATE ROAD 35
SOMERSET, WI 54025

THE SOUTH LINE SW1/4 SECTION 24
BEARS S89°54'17"W
AS REFERENCED TO THE ST. CROIX
COUNTY COORDINATE SYSTEM

UNPLATTED LANDS

LOT 3
C.S.M.
VOL. 30
PG. 6820

STATE HIGHWAY NUMBER 35

WEST LINE SW1/4 - SW1/4

(EAST) PREVIOUSLY RECORDED DIMENSION

S89°54'17"W 266.73'

UNPLATTED LANDS

UNPLATTED LANDS

UNPLATTED LANDS

UNPLATTED LANDS

SW CORNER SECTION 24
GEARHEAD SPIKE

N00°43'06"E 633.10'

LOT 1

CERTIFIED SURVEY MAP, VOLUME 24, PAGE 5707

(S89°44'XX"E 2109.XX')
S89°44'46"E 2109.17'

NORTH LINE OF THE SOUTH HALF OF THE SW1/4

LOT 9
2,316,720 SQ. FT.
53.185 ACRES

S89°54'17"W 746.78'
(S89°54'21"W)

LOT 2
C.S.M.
VOL. 21
PG. 5222

(N00°26'55"E)
N00°26'51"E 350.02'

1076.79'

--S89°54'17"W 2636.32'--
(S89°54'21"W 2636.37')

UNPLATTED LANDS



S89°44'46"E 156.53'

N31°15'46"W 302.44'

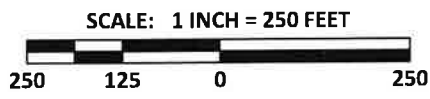
LOT 8

LOT 7

SOUTH QUARTER CORNER-
SECTION 24

S89°54'17"W 1559.53'

UNPLATTED LANDS



72ND STREET

6'6"

284.13'

S07°09'46"E

CL

CERTIFIED SURVEY MAP

LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 31 NORTH, RANGE 19 WEST, TOWN OF SOMERSET, ST. CROIX COUNTY, WISCONSIN.

CURVE DATA TABLE							
NUMBER	RADIUS LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	TANGENT IN	TANGENT OUT
C1	233.00'	26°07'07"	S20°13'19.5"E	105.30'	106.21'	S7°09'46"E	S33°16'53"E
C2	233.00'	33°32'07"	N73°29'10.5"E	134.44'	136.38'	S89°44'46"E	N56°43'07"E

SURVEYOR'S CERTIFICATE

I, Mark D. McClenathan, Professional Wisconsin Land Surveyor, hereby certify that by the direction of the Louis Germain, Jr., I have surveyed, divided and mapped part of the Southwest Quarter of the Southwest Quarter, part of the Southeast Quarter of the Southwest Quarter and part of the Southwest Quarter of the Southeast Quarter of Section 24, Township 31 North, Range 19 West, Town of Somerset, St. Croix County, Wisconsin; described as follows:

Beginning at the south quarter corner of said Section 24, thence S89°54'17"W, along the south line of the Southwest Quarter of said section, 1559.53 feet to the east line of Lot 2 of that Certified Survey Map recorded in Volume 21 of said maps on Page 5222, as Document Number 827577, in the office of the St. Croix County Register of Deeds; thence N00°26'51"E, along the east line of said Lot 2, a distance of 350.02 feet to the north line of said lot; thence S89°54'17"W, along said north line, 746.78 feet; thence N00°26'51"E a distance of 343.01 feet; thence S89°54'17"W a distance of 266.73 feet to the east right of way of State Highway Number 35; thence N00°43'06"E, along said east right of way, 633.10 feet to the north line of the south half of said Southwest Quarter; thence S89°44'46"E, along said north line of the south half, 2109.17 feet to the east right of way of 72nd Street; thence S07°09'46"E, along said east right of way, 284.13 feet to a point of curvature; thence southeasterly, along said right of way, 106.21 feet along the arc of a curve, concave to the east, with a central angle of 26°07'07", a radius of 233.00 feet and a chord which bears S20°13'19.5"E for a distance of 105.30 feet to the point of tangency; thence S33°16'53"E, along said right of way, 1118.58 feet to the south line of the Southwest Quarter of the Southeast Quarter; thence N89°10'24"W, along the south line of said Southwest Quarter of the Southeast Quarter, 235.14 feet to the Point of Beginning.

Containing 62.195 acres of land, more or less. Subject to all easements, restrictions and covenants of record. I also certify that this Certified Survey Map is a correct representation to scale of the exterior boundary surveyed and described; that field surveying has been completed as of the signed date hereon; that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin statutes and the land subdivision ordinance of St. Croix County and the Town of Somerset in surveying and mapping the same.

Mark McClenathan PLS #3285
Auth Consulting & Associates
2920 Enloe St. Hudson, WI 54016
(715) 386-2007
MMcClenathan@authconsulting.com

08/03/2026
Date



ST. CROIX COUNTY COMMUNITY DEVELOPMENT DEPARTMENT CERTIFICATE
This Certified Survey Map is hereby approved by the St. Croix County Community Development Department.

St. Croix County Community Development Department
Date

PID Numbers: 032-1066-40-125, 032-1066-90-000 and 032-1067-10-205
The parcel identification numbers are shown for reference only.
Said numbers may not be current and will change at the time of parcel divisions.

Contact St. Croix County Real Property Lister for additional information.

CERTIFIED SURVEY MAP

LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 31 NORTH, RANGE 19 WEST, TOWN OF SOMERSET, ST. CROIX COUNTY, WISCONSIN.

PREPARED FOR:

LOUIS GERMAIN, JR.
2021 STATE ROAD 35
SOMERSET, WI 54025

OWNER:

LORRAINE GERMAIN
2021 STATE ROAD 35
SOMERSET, WI 54025

LOT 6: CBA = 2.30 ACRES

LOT 7: CBA = 2.18 ACRES

LOT 8: CBA = 2.19 ACRES

LEGEND



FOUND COUNTY SECTION CORNER,
ALUMINUM CAPPED MONUMENT,
UNLESS NOTED



FOUND 1 INCH DIAMETER IRON BAR

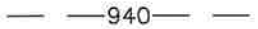


SET 1 INCH OUTSIDE DIAMETER BY 18 INCH
LONG IRON PIPE, WEIGHING 1.13 LBS. PER
LINEAR FOOT



BUILDING SETBACK LINE

FRONT: 50 FEET
SIDE: 10 FEET
REAR: 25 FEET



INDEX CONTOUR



INTERMEDIATE 2 - FOOT CONTOUR



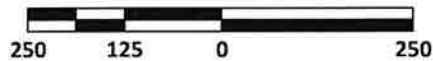
PROPOSED DRIVEWAY



CONTIGUOUS BUILDABLE AREA

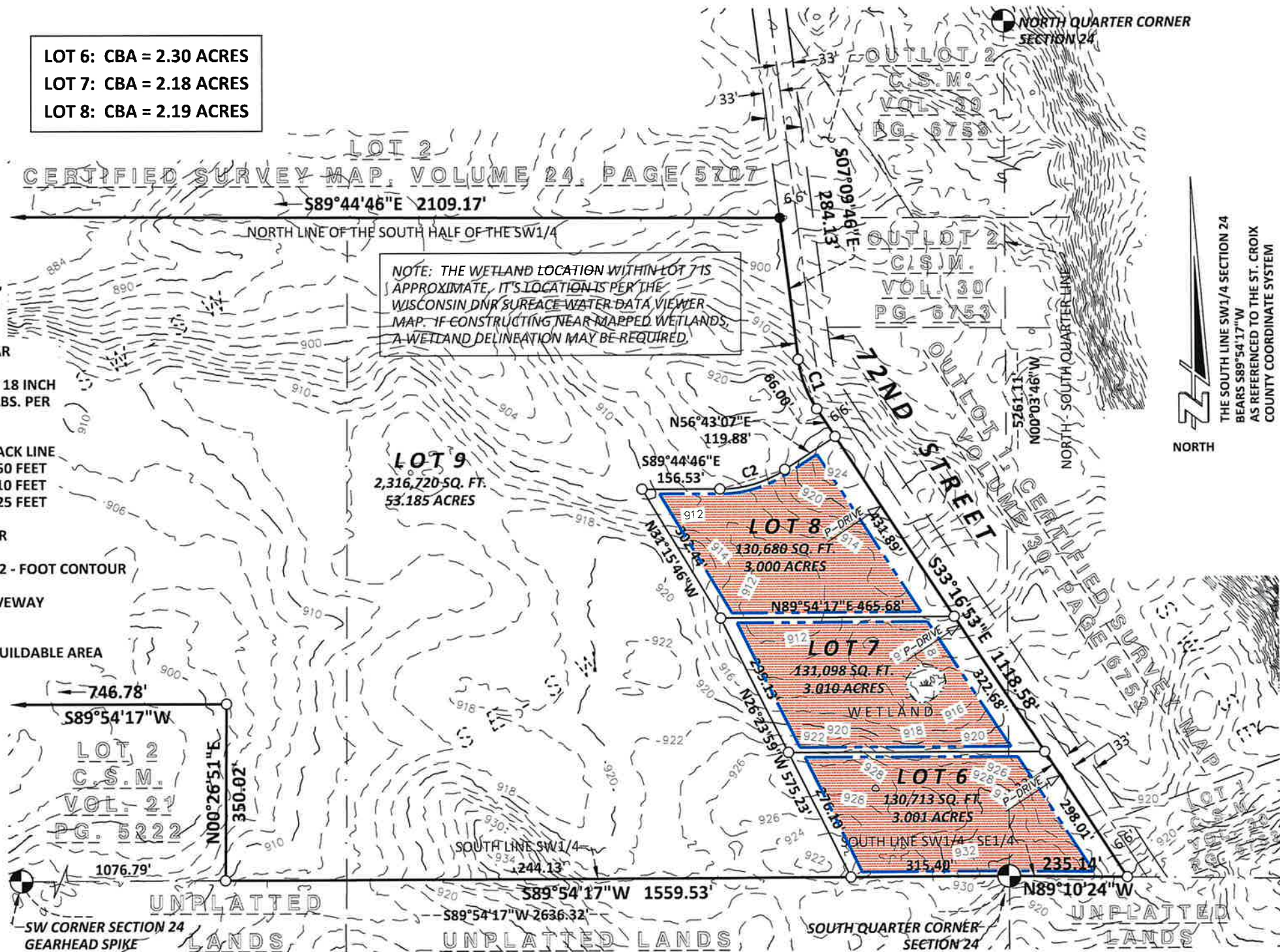
NO SLOPES 25% OR GREATER
EXIST ON THIS PROPERTY

SCALE: 1 INCH = 250 FEET

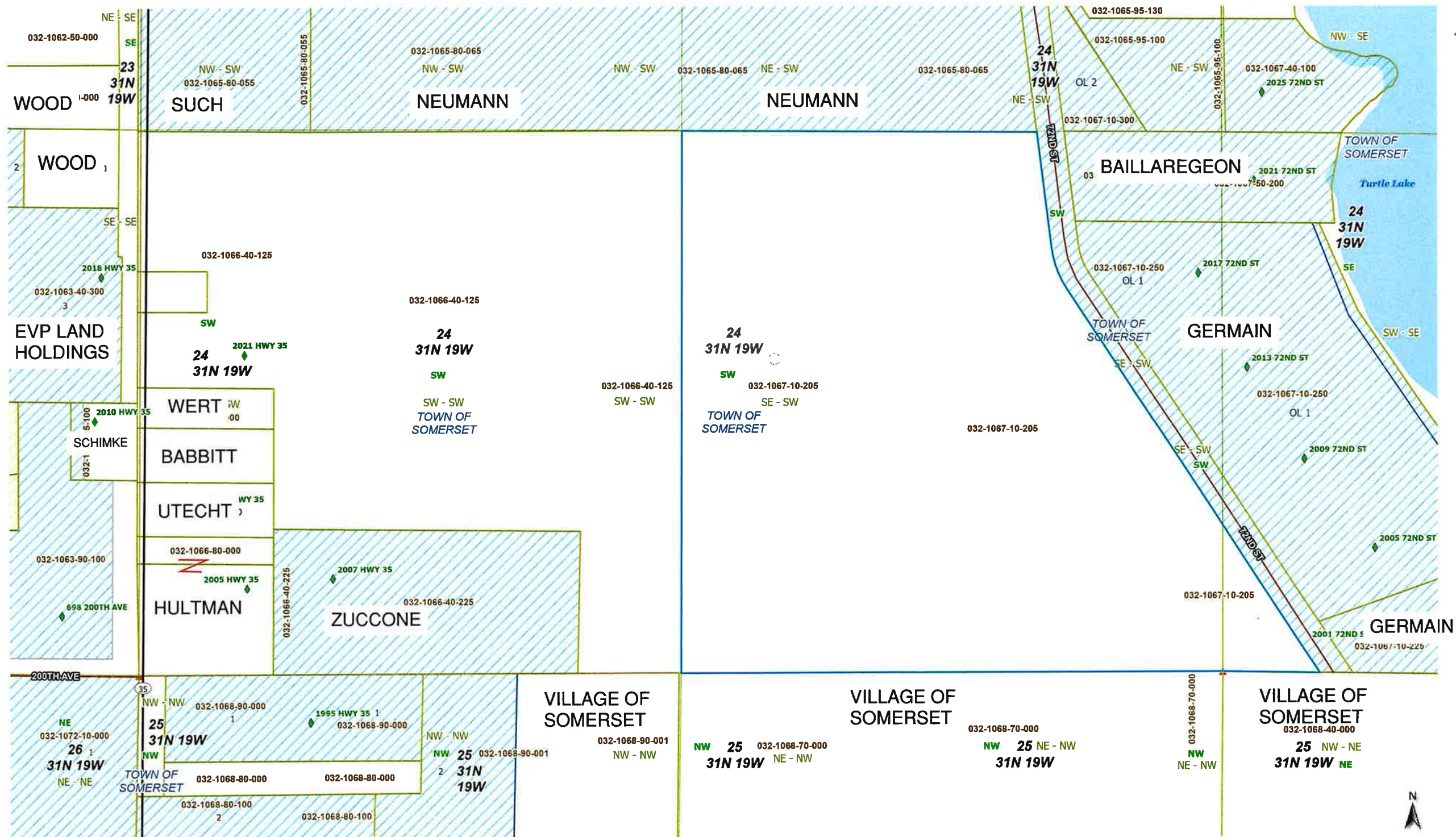


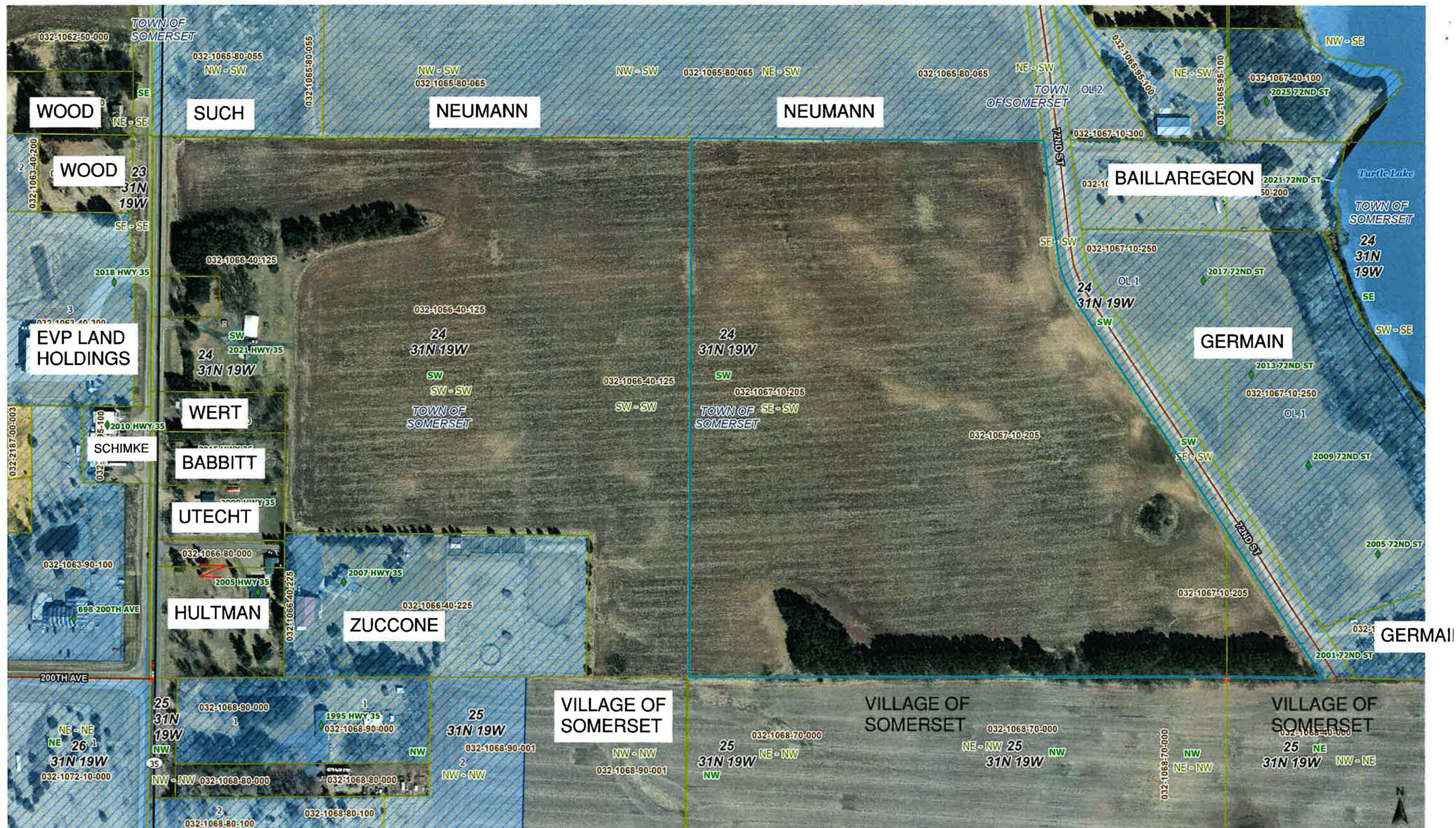
VERTICAL CONTROL DATUM: NAVD 1988

CONTOUR INTERVAL: 2 FEET



CONTOURS SLOPES & CBA





Subject: Germain – CSM Extra-territorial Review

To: Village of Somerset Planning Commission

CC: Bob Gunther, Village Public Works/Economic Development Director

From: John Schwartz, Planner

Stephen Tremlett, Principal-in-charge

Date: September 18th, 2026

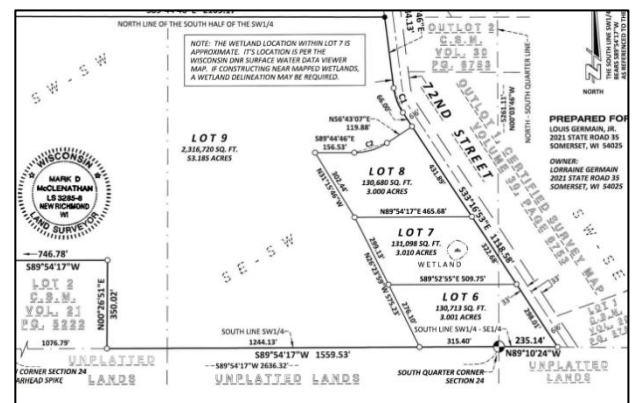
BACKGROUND

The subject property, PID 032-1067-10-205, is located at 2021 State Road 35 within the Town of Somerset and the Village of Somerset's extraterritorial review area. The application identifies the property as being zoned R-2 under St. Croix County zoning. The applicant is Louis Germain Jr., and the property owner is Lorraine Germain.

The proposed Certified Survey Map (CSM) encompasses approximately 62.2 acres and creates three new residential lots along the west side of 72nd Street:

- Lot 6: 3.001 acres
- Lot 7: 3.010 acres
- Lot 8: 3.000 acres
- Lot 9: 53.185 acres

The applicant indicates that the three new lots are intended for residential development and that the remaining approximately 53 acres will remain in agricultural production. The applicant also proposes improving the existing driveway within the 72nd Street right-of-way to Town road standards to accommodate future connections toward the Village.



The CSM shows Lots 6, 7, and 8 directly abutting the existing 66-foot 72nd Street right-of-way. The supporting exhibit identifies approximately 2.30 acres of contiguous buildable area on Lot 6, 2.18 acres on Lot 7, and 2.19 acres on Lot 8. A small approximate wetland area is identified within Lot 7. The exhibit also states that no slopes of 25 percent or greater exist on the site.

ANALYSIS

Wisconsin State Statute 236.10

According to Wisconsin State Statute 236.10, a city or village may review, approve, or reject subdivision plats located within its extraterritorial area if it has adopted a subdivision ordinance or an official map.

Extraterritorial subdivision authority is not the same as zoning authority. The extraterritorial plat approval authority does not include the authority to require public improvements such as streets or sanitary sewers in plats located outside city or village limits. Only the Town Board may require improvements in plats within a town. A city or village may not deny approval of a CSM or plat based on the proposed land use unless the denial is based on an adopted extraterritorial zoning ordinance.

Consistency With the Comprehensive Plan.

The Future Land Use Plan in the 2043 Village Comprehensive Plan designates the property as Rural Lands (RL). The RL designation emphasizes long-term agricultural use and discourages premature development. At the same time, the designation recognizes limited rural residential development on private well and septic systems as a typical use. Staff therefore finds that the proposal is generally compatible with the overall intent and rural development pattern of the RL designation.

Note that the Comprehensive Plan may guide future utility and street planning that would affect extraterritorial land divisions, but the Future Land Use designation alone is not a basis to deny the CSM based on residential use.

Lot Dimension Standards

Section 14-1-73 (a) states that lot dimensions within the Village's extraterritorial jurisdictional limits shall conform to the area and dimension requirements within the St. Croix County Zoning Code. Under St. Croix zoning, the property is zoned R-2. All proposed lots meet the R-2 minimum of 1.5 acres.

Section 14-1-73(a) also requires unsewered building sites to contain sufficient area for an onsite sewage disposal system and establishes a minimum width of 150 feet and minimum area of 40,000 square feet for lots on soils suitable for onsite sewage disposal. The proposed lots satisfy this requirement.

Access and Frontage

Section 14-1-73 (i) requires access to a public street for a distance of at least 50 feet, and (f) requires a minimum 50 foot of platted frontage on a public street to allow access by emergency and service motor vehicles. Each of the proposed residential lots directly fronts the existing 72nd Street right-of-way. The CSM shows substantial frontage for Lots 6, 7, and 8, well in excess of the 50-foot minimum. Lot 9 also retains access to the existing public road network.

RECOMMENDATION

Staff recommends approval of the proposed Germain Certified Survey Map, subject to the following conditions:

1. The applicant shall obtain all applicable St. Croix County and Town of Somerset approvals required for the land division and future development of the property, including for any improvements within or affecting the 72nd Street right-of-way.
2. The applicant shall address any remaining technical comments from the Village Engineer and other reviewing agencies prior to recording the CSM.
3. The approved CSM shall be recorded with the St. Croix County Register of Deeds, and the recording information shall be provided to the Village following recording.

VILLAGE OF SOMERSET

ANIMAL CONTROL/ ANIMAL HUMANE OFFICER AGREEMENT

This Agreement is made between the Village of Somerset 110 Spring St., Somerset, Wis 54025 and Darel Hall of 372 185th St., Osceola, Wisconsin.

WHEREAS, the Village Board agrees to appoint Darel Hall to act as Village's Animal Control/Animal Humane Officer, under the terms and conditions of this Agreement, and

WHEREAS, Darel Hall wishes to be appointed Village Animal Control/Animal Humane Officer under the terms and conditions which are contained in this Agreement,

NOW, THEREFORE, and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Appointment and Tenure of Village Animal Control/Animal Humane Officer:

A. Darel Hall is hereby appointed and Darel Hall accepts the appointment as Animal Control/Animal Humane Officer (referred to as Contractor) of the Village of Somerset.

B. Said appointment is effective immediately upon execution of this Agreement, subject to terms and conditions contained herein.

C. Either party may discontinue this appointment and agreement by giving no less than thirty (30) days' written notice of such discontinuance to the other party. If the discontinuance is due to a breach of the terms and conditions of this agreement, the non-breaching party shall notify the other party of the alleged breach in writing and that party shall have ten (10) days from the date of the notice to remedy the breach to the other party's satisfaction. If the breach is not remedied within that time frame, the non-breaching party shall have the right to terminate this agreement upon written notification to the other party.

2. Compensation and Benefits:

A. The Animal Control/Animal Humane Officer shall be paid on a per-call basis, at an hourly rate of \$24.00, starting at the time he leaves his home. He is also entitled to mileage reimbursement at the current IRS mileage rate.

B. It is agreed and understood that the services of Darel Hall under the terms of this Agreement are that of an independent contractor and he is solely responsible for his own payment of federal, State and Social Security withholding taxes. The Animal Control/Animal Humane Officer (contractor) shall at no time identify himself as an employee of the Village, but shall identify himself as an independent contractor. The Contractor shall comply with Wisconsin laws applicable to the Contractor, including but not limited to providing Workers Compensation insurance, if required

under State law.

3. Insurance:

The Animal Control/Animal Humane Officer shall provide comprehensive General Liability Insurance in the amount of \$1,000,000. The Animal Control/Animal Humane Officer shall provide the Village of Somerset with proof of appropriate certificate of liability insurance. The Village of Somerset shall be named as an additional insured on this liability policy and evidence of any endorsements necessary to establish such additional insured status shall be provided to the Village.

Liability Insurance cost will be responsibility of all Villages contracted with the Animal Control/Animal Humane Officer. Cost will be divided equally between Villages, notice of amount due will be sent to all Villages, and a Certificate of Liability will be given to each Village listed.

4. Duties and Obligations of the Village Animal Control Officer:

- A. Enforce the Village's Animal Ordinance, in conformity with Chapter 173 of the Wisconsin Statutes and any other applicable state, county or Village ordinances.
- B. Investigate complaints that are reported to the Animal Control/Animal Humane Officer by members of the Village Board or Village employees. The Animal Control/Animal Humane Officer shall respond to complaints received directly from a Village resident; complaints may also be channeled through a Village Board member or Village employee.
- C. The Animal Control/Animal Humane Officer shall keep written records which shall include time, place, date, nature of call or business, violation (if any) involved, name of persons involved, signature and phone number of complainant.
- D. The Animal Control/Animal Humane Officer shall file a written report with the Clerk-Treasurer within one week of any incident or other work performed.
- E. The Animal Control/Animal Humane Officer shall advise the Village President of any action which may require prosecution or may result in a court action.
- F. The Animal Control/Animal Humane Officer is limited to jurisdiction within the municipal boundaries of the Village of Somerset.
- G. Knowledge or information about a violation of any County, State, or Federal statute, regulation or ordinance shall immediately be reported to the St. Croix County Sheriff's Department.
- H. The Animal Control/Animal Humane Officer will exercise common sense and good judgment in all actions.
- I. The Animal Control/Animal Humane Officer will provide his own vehicle which is in proper running order and capable of humanely transporting animals. He will possess a valid

Wisconsin driver's license, auto insurance, and will provide proof of same to the Village Board upon request.

- J. The Animal Control/Animal Humane Officer will provide all equipment required in the performance of his duties at no additional cost to the Village.
- K. The Animal Control/Animal Humane Officer shall be limited to responding to and the humane capture of abandoned, lost or stray domestic animals running or roaming at large within the Village. The Animal Control/Animal Humane Officer shall be responsible for the safe and humane retention of domestic animals captured by the Animal Control/Animal Humane Officer or abandoned or stray animals captured by others and surrendered to the Animal Control/Animal Humane Officer until the animal(s) can be safely and humanely transported under the care and custody of the Animal Control/Animal Humane Officer to the approved location, all in compliance with all applicable laws.
- L. The Animal Control/Animal Humane Officer shall assume all liability for all harmed animals due to his negligence in not properly caring for the animal and agrees to defend all lawsuits arising therefrom. The Animal Control/Animal Humane Officer agrees to defend, indemnify and hold the Village harmless, including its elected officials, employees, or insurer, from any and all claims, suits, losses, damages, or expenses for bodily injury, sickness, disease, death, or property damage, including injury to animals as a result of, or alleged to be a result of the Animal Control/Animal Humane Officer's operations. The obligations contained in this Paragraph "L" shall survive termination of this Agreement as to any acts or omissions by the Animal Control/Animal Humane Officer which occurred prior to termination.
- M. The Animal Control/Animal Humane Officer shall provide the Clerk of the Village of Somerset with a public notice listing where found, the type of animal etc. transported to the humane society.
- N. The Animal Control/Animal Humane Officer will endeavor to respond to all calls as soon as practicable, and will respond to complaint reports filed by citizens within 48 hours. All phone calls received from residents should be returned within 24 hours.
- O. Except in the case of emergencies, the Animal Control/Animal Humane Officer must notify the Clerk at least one week in advance of any periods of time exceeding 24 hours in which he will be unavailable.
- P. The Village shall provide to the Animal Control/Animal Humane Officer the following:
 - 1. Current map of the Village
 - 2. Current list of all licensed animals
 - 3. Copy of Village of Somerset's Animals Ordinance
 - 4. Phone numbers of Village officials and employees and the **St. Croix** County Sheriff's Department.
 - 5. Description of animal licensing fees and procedures

This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

The parties have entered into this agreement on _____, 2026

VILLAGE OF SOMERSET

DAREL HALL

BY: _____

A handwritten signature in black ink, appearing to read "Darel Hall", written over a horizontal line.

Darel Hall, Animal Humane Officer

ATTEST: _____



Corporate Office

1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

October 7, 2026

Mr. Bob Gunther
Public Works/Economic Development Director
Village of Somerset
110 Spring St.
PO Box 356
Somerset, WI 54025

By Email

**RE: Pay Request No. 2 for the Reconditioning of the 200,000 Gallon Elevated Reservoir
(Tower No. 1) located in Somerset, Wisconsin.
KLM Project No. 2878-25**

Dear Mr. Gunther,

O & J Coatings, Inc. has submitted Pay Request No. 2 in the amount of \$217,787.50. KLM recommends the Village of Somerset approve this Pay Request.

If you have any questions, please contact me at 651-755-8664.

Sincerely,

KLM Engineering, Inc.

Scott J. Kriese
Project Supervisor

SK/TK

2

Application For Payment
Change Order Summary

1. ORIGINAL CONTRACT PRICE.....	\$	<u>\$460,000.00</u>
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	<u>\$460,000.00</u>
4. TOTAL COMPLETED AND STORED TO DATE		
(Column F total on Progress Estimates).....	\$	<u>\$433,000.00</u>
5. RETAINAGE:		
a. 5% X <u>\$433,000.00</u> Work Completed.....	\$	<u>\$21,650.00</u>
b. 5% X _____ Stored Material		
c. Total Retainage (Line 5.a + 5.b)		<u>\$21,650.00</u>
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5).....	\$	<u>\$411,350.00</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	<u>\$193,562.50</u>
8. AMOUNT DUE THIS APPLICATION.....	\$	<u>\$217,787.50</u>
9. BALANCE TO FINISH, PLUS RETAINAGE		<u>\$48,650.00</u>

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

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

(4) Project days remaining reflects true, full, and accurate accounting of work days utilized and remaining in accordance with the Contract Documents as of the date of signature. No adjustments to "current contract days" for previous time impacts will be made unless identified on a pending change order, and reflected on line 12a.

By: 	Date: 9/25/2026
---	-----------------

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

For (Contract):				Cleaning, Repairing, & Painting 200,000-Gallon Elevated Reservoir Tower Number One							Application Number: 2			
Estimate Period:				09/01/2026 - 09/30/2026							Application Date: 9/25/2026			
A				B	C	D	E	F	G	H	I	J	K	
Item		Contract Information			Quantity Previously Billed	Estimated Quantity Billed This Period	Estimated Quantity Billed to Date	Value of Work Billed This Period	Value of Work Billed To Date	Materials Presently Stored (not in C)	Total Complete and Stored to Date	%	Balance to Finish (H + I)	
Bid Item No.	Description	Item Quantity	Units	Unit Price										Total Value of Item (\$)
1	Structure Modifications (\$150,000)													
	Seal weld interior weld seams above IWI	1	LS	\$4,000	\$4,000.00	1	0	1	\$0.00	\$4,000.00	\$0.00	\$4,000.00	100.0%	\$0.00
	Weld (2) Stringers	1	LS	\$8,000	\$8,000.00	0	1	1	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00	100.0%	\$0.00
	Seal weld stiffener tube	1	LS	\$4,000	\$4,000.00	1	0	1	\$0.00	\$4,000.00	\$0.00	\$4,000.00	100.0%	\$0.00
	Minor install	1	LS	\$25,000	\$25,000.00	0	0.5	0.5	\$12,500.00	\$12,500.00	\$0.00	\$12,500.00	50.0%	\$12,500.00
	Antenna removal	1	LS	\$4,000	\$4,000.00	1	0	1	\$0.00	\$4,000.00	\$0.00	\$4,000.00	100.0%	\$0.00
	Rogueing tub removal	1	LS	\$1,000	\$1,000.00	1	0	1	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.0%	\$0.00
	Steel bar install (fill pipe)	1	LS	\$1,000	\$1,000.00	1	0	1	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.0%	\$0.00
	Roof vent replacement	1	LS	\$4,000	\$4,000.00	0	1	1	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00	100.0%	\$0.00
	Remove existing weld access manway	1	LS	\$4,000	\$4,000.00	0	1	1	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00	100.0%	\$0.00
	Install new roof manways (2)	1	LS	\$8,000	\$8,000.00	1	0	1	\$0.00	\$8,000.00	\$0.00	\$8,000.00	100.0%	\$0.00
	Remove existing roof handrail & install new roof handrail	1	LS	\$9,500	\$9,500.00	1	0	1	\$0.00	\$9,500.00	\$0.00	\$9,500.00	100.0%	\$0.00
	Remove excess roof ladder section	1	LS	\$1,000	\$1,000.00	1	0	1	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.0%	\$0.00
	Remove electrical conduit	1	LS	\$2,000	\$2,000.00	1	0	1	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.0%	\$0.00
	Remove cables	1	LS	\$2,000	\$2,000.00	1	0	1	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.0%	\$0.00
	Seal weld bolted ladder connections	1	LS	\$2,000	\$2,000.00	1	0	1	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.0%	\$0.00
	Remove existing light and attachments down to grade	1	LS	\$1,000	\$1,000.00	1	0	1	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.0%	\$0.00
	Replace balcony handrail	1	LS	\$15,000	\$15,000.00	1	0	1	\$0.00	\$15,000.00	\$0.00	\$15,000.00	100.0%	\$0.00
	Flakem floor modification for conduit	1	LS	\$2,000	\$2,000.00	1	0	1	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.0%	\$0.00
	Flakem floor modification for antenna cable	1	LS	\$1,000	\$1,000.00	1	0	1	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.0%	\$0.00
	Seal weld top side of balcony and tank shell	1	LS	\$2,000	\$2,000.00	1	0	1	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.0%	\$0.00
	Flow drain modification	1	LS	\$5,000	\$5,000.00	0.5	0.5	1	\$2,500.00	\$5,000.00	\$0.00	\$5,000.00	100.0%	\$0.00
	Flow manway installation	1	LS	\$0,000	\$0,000.00	1	0	1	\$0.00	\$0,000.00	\$0.00	\$0,000.00	100.0%	\$0.00
	Safety chimes	1	LS	\$4,000	\$4,000.00	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$4,000.00
	Replace insulation & jacketing	1	LS	\$10,000	\$10,000.00	0	1	1	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	100.0%	\$0.00
	Modify column ladder	1	LS	\$1,000	\$1,000.00	1	0	1	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.0%	\$0.00
	Anti climb column ladder	1	LS	\$2,000	\$2,000.00	0	1	1	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.0%	\$0.00
	Remove electrical cabinets	1	LS	\$1,000	\$1,000.00	0	1	1	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	100.0%	\$0.00
	Replace (3) overflow pipe supports	1	LS	\$2,000	\$2,000.00	1	0	1	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.0%	\$0.00
	New common apartment screens	1	LS	\$1,000	\$1,000.00	0	1	1	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	100.0%	\$0.00
	Concrete splash pad	1	LS	\$2,000	\$2,000.00	0	1	1	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.0%	\$0.00
	Caulk hingeplate	1	LS	\$5,000	\$5,000.00	0	1	1	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00	100.0%	\$0.00
	Expansion joint replacement	1	LS	\$500	\$500.00	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$500.00
	Valve nut modifications	1	LS	\$500	\$500.00	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$500.00
2	Surface Repairs	200	HRS	\$50	\$10,000.00	0	200	200	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	100.0%	\$0.00
3	Interior Wet Area Abrasive Blast & Coating (\$100,000)													
	Abrasive blast & prime coat application	1	LS	\$65,000	\$65,000.00	0.65	0.15	1	\$22,750.00	\$65,000.00	\$0.00	\$65,000.00	100.0%	\$0.00
	Strip coat	1	LS	\$8,000	\$8,000.00	0	1	1	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00	100.0%	\$0.00
	Finish Coat	1	LS	\$25,000	\$25,000.00	0	1	1	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00	100.0%	\$0.00
	Disinfection	1	LS	\$2,000	\$2,000.00	0	1	1	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.0%	\$0.00
4	Exterior Area Abrasive Blast with Containment & Coating (\$100,000)													
	Containment mobilization & installation	1	LS	\$20,000	\$20,000.00	1	0	1	\$0.00	\$20,000.00	\$0.00	\$20,000.00	100.0%	\$0.00
	Abrasive blast & prime coat application	1	LS	\$90,000	\$90,000.00	0.65	0.15	1	\$31,500.00	\$90,000.00	\$0.00	\$90,000.00	100.0%	\$0.00
	Strip coat	1	LS	\$9,000	\$9,000.00	0	1	1	\$9,000.00	\$9,000.00	\$0.00	\$9,000.00	100.0%	\$0.00
	Intermediate coat #1	1	LS	\$10,000	\$10,000.00	0	1	1	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	100.0%	\$0.00
	Intermediate coat #2	1	LS	\$10,000	\$10,000.00	0	1	1	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	100.0%	\$0.00
	Finish Coat & Non-Skid	1	LS	\$18,000	\$18,000.00	0	1	1	\$18,000.00	\$18,000.00	\$0.00	\$18,000.00	100.0%	\$0.00
	Logos (2)	1	LS	\$23,000	\$23,000.00	0	1	1	\$23,000.00	\$23,000.00	\$0.00	\$23,000.00	100.0%	\$0.00
5	Mobilization & Demobilization (\$20,000)	1	LS	\$20,000	\$20,000.00	0.5	0	0.5	\$0.00	\$10,000.00	\$0.00	\$10,000.00	50.0%	\$10,000.00
TOTAL CONTRACT					\$460,000.00				\$229,250.00	\$433,000.00	\$0.00	\$433,000.00	95.5%	\$27,000.00



Total Excavating And Grading, LLC

141 Highway 35N
River Falls, WI 54022
Tel: (715) 426-1777 Fax: (715) 425-7314

Invoice #: 5
Est. Date: 9/30/2026

Pay Estimate #: 5 Thru 9/30/26
Project Name: SOMERSET TRAIL
Total Ex. Project #: 2026-001

Billed To: VILLAGE OF SOMERSET
110 Spring St, Somerset, WI 54025

A.	CONTRACT AMOUNT	\$ 1,217,315.99
B.	CONTRACT CHANGE ORDERS:	\$ 0.00
C.	REVISED CONTRACT VALUE:	\$ 1,217,315.99
D.	CONTRACT VALUE OF WORK PERFORMED TO DATE:	\$ 1,097,643.89
E.	PLUS CHANGE ORDERS:	\$ 0.00
F.	TOTAL VALUE OF ALL WORK PERFORMED TO DATE:	\$ 1,097,643.89
G.	LESS RETAINAGE BEING HELD: 5.00%	\$ (54,882.19)
H.	LESS PREVIOUS PAYMENTS RECEIVED:	\$ (663,957.64)
I.	PAYMENT DUE THIS ESTIMATE:	\$ 378,804.06

PAY EST. RECAP	GROSS AMOUNT	RETAINAGE HELD	NET AMTS.	
EST. #1	\$93,213.13	\$4,660.66	\$88,552.47	GROSS AMT. BILLED THIS INVOICE: \$398,741.12
EST. #2	\$372,269.02	\$18,613.46	\$353,655.56	RETAINAGE THIS INVOICE: (\$19,937.06)
EST. #3	\$184,433.54	\$9,221.68	\$175,211.86	NET THIS INVOICE: \$378,804.06
EST. #4	\$49,002.98	\$2,450.15	\$46,552.83	PAYMENTS & CREDITS DATES:
EST. #5	\$398,741.12	\$19,937.06	\$378,804.06	\$88,552.47
EST. #6		\$0.00	\$0.00	\$353,655.56
EST. #7		\$0.00	\$0.00	\$175,211.86
EST. #8		\$0.00	\$0.00	\$46,537.75
EST. #9		\$0.00	\$0.00	
EST. #10		\$0.00	\$0.00	
TOTAL GROSS	\$1,097,659.79			
TOTAL RET. HELD TO DATE		\$54,883.01		
TOTAL NET PAYMENTS DUE TO DATE			\$1,042,776.79	PAYMENTS MADE TO DATE: \$663,957.64

** ANY DISCREPANCIES REGARDING INVOICE MUST BE RESOLVED WITHIN 30 DAYS! **

DUE & PAYABLE UPON RECEIPT, ANY UNPAID BALANCE SUBJECT TO 1 1/2% PER MONTH
SERVICE CHARGE EFFECTIVE ANNUAL RATE 18% PER ANNUM

Contractor's Application for Payment

Owner: <u>Village of Somerset</u> Engineer: <u>MSA Professional Services, Inc.</u> Contractor: <u>Total Excavating & Grading LLC</u> Project: <u>Village of Somerset - Somerset Trail</u> Contract: _____	Owner's Project No.: <u>8938-00-71</u> Engineer's Project No.: <u>08783127</u> Contractor's Project No.: _____																								
Application No.: <u>5</u> Application Date: <u>10/5/2026</u>																									
Application Period: <u>From</u> <u>8/1/2026</u> to <u>9/30/2026</u>																									
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">1. Original Contract Price</td><td style="width: 40%; text-align: right;">\$ 1,217,315.99</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ -</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 1,217,315.99</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$ 1,097,643.89</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. <u>5%</u> X \$ 1,097,643.89 Work Completed</td><td style="text-align: right;">\$ 54,882.19</td></tr><tr><td> b. _____ X \$ - Stored Materials</td><td style="text-align: right;">\$ -</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ 54,882.19</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 1,042,761.70</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td style="text-align: right;">\$ 663,957.64</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 378,804.06</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4, plus 5c)</td><td style="text-align: right;">\$ 174,554.29</td></tr></table>		1. Original Contract Price	\$ 1,217,315.99	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ 1,217,315.99	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,097,643.89	5. Retainage		a. <u>5%</u> X \$ 1,097,643.89 Work Completed	\$ 54,882.19	b. _____ X \$ - Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 54,882.19	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,042,761.70	7. Less previous payments (Line 6 from prior application)	\$ 663,957.64	8. Amount due this application	\$ 378,804.06	9. Balance to finish, including retainage (Line 3 - Line 4, plus 5c)	\$ 174,554.29
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>Total Excavating & Grading</u> Signature: <u>[Signature]</u> Date: <u>10-6-26</u>																									
Payment of: \$ <u>378,804.06</u> (line 8 or other - attached explanation of the other amount)																									
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; vertical-align: top;">Recommended by Engineer By: <u>Charles D. Schwartz, PE</u> Title: <u>Operations Leader</u> Date: <u>October 6, 2026</u></td><td style="width: 50%; vertical-align: top;">Approved by Owner By: _____ Title: _____ Date: _____</td></tr><tr><td style="vertical-align: top;">Approved by Funding Agency By: _____ Title: _____ Date: _____</td><td style="vertical-align: top;">By: _____ Title: _____ Date: _____</td></tr></table>		Recommended by Engineer By: <u>Charles D. Schwartz, PE</u> Title: <u>Operations Leader</u> Date: <u>October 6, 2026</u>	Approved by Owner By: _____ Title: _____ Date: _____	Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																				
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Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																								

Progress Estimate - Unit Price Work

Owner: Village of Somerset
 Engineer: MSA Professional Services, Inc.
 Contractor: Total Excavating & Grading LLC
 Project: Village of Somerset - Somerset Trail
 Contract:

Contractor's Application for Payment

Owner's Project No.: 0938 00 71
 Engineer's Project No.: 0878127
 Contractor's Project No.:

Application No.:		5	Application Period: From		08/01/26		to		09/30/26		Application Date:		10/05/26									
A				B			C		D		E		F		G		H		I		J	
Bid Item No.	WSDOT No.	Description	Units	Item Quantity	Unit Price (\$)	Value of Bid Item (D X E) (\$)	Quantities from Previous Pay Applications	Estimated Quantity Incorporated in the Work	Value of Work Installed this Pay Period (E X H) (\$)	Total Estimated Quantity Installed	Value of Work Installed to Date	Materials Currently Stored (not in F) (\$)	Work Completed and Materials Stored to Date (J + K)	% of Value of Item (K / F)	Balance to Finish (F - K) (\$)							
Original Contract																						
1	201.0105	Clearing	STA	14	\$1,064.86	\$ 14,964.04		14	\$ -		\$ 14,964.04	\$0.00	\$ 14,964.04	100%	\$ -							
2	201.0205	Grubbing	STA	14	\$534.43	\$ 7,482.02		14	\$ -		\$ 7,482.02	\$0.00	\$ 7,482.02	100%	\$ -							
3	204.0110	Removing Asphaltic Surface	SY	319	\$6.63	\$ 2,114.97		438	\$ 2,903.94		\$ -	\$ -	\$ 2,903.94	137%	\$ (788.97)							
4	204.0150	Removing Curb & Gutter	LF	478	\$6.70	\$ 3,202.60		564	\$ 3,778.80		\$ -	\$ -	\$ 3,778.80	118%	\$ (576.20)							
5	204.0155	Removing Concrete Sidewalks	SY	84	\$17.23	\$ 1,447.32		54	\$ 930.42		\$ -	\$ -	\$ 930.42	61%	\$ 516.90							
6	204.0190	Removing Surface Drains	(EACH)	1	\$1,003.06	\$ 1,003.06		1	\$ 1,003.06		\$ -	\$ -	\$ 1,003.06	100%	\$ -							
7	205.0100	Excavation Common	CY	3906	\$17.81	\$ 69,565.86	4525.0		\$ -		\$ 4,525.00	\$ -	\$ 4,525.00	116%	\$ (11,024.39)							
8	208.0100	Borrow	CY	1905	\$25.79	\$ 49,129.55	2332		\$ -		\$ 2,232.00	\$ -	\$ 2,232.00	117%	\$ (8,433.33)							
9	305.0120	Base Aggregate Dense 1 1/4-inch	TON	4480	\$23.73	\$ 106,310.40	4603.55		\$ -		\$ 4,604.00	\$ -	\$ 4,604.00	103%	\$ (2,931.84)							
10	465.0105	Asphaltic Surface	TON	1630	\$163.73	\$ 266,879.90		1584.91	\$ 259,497.31		\$ 1,584.91	\$ 259,497.31	\$ -	97%	\$ 7,382.59							
11	520.1024	Apron Endwalls for Culvert Pipe 24-inch	(EACH)	1	\$753.02	\$ 753.02		1	\$ -		\$ -	\$ -	\$ 753.02	100%	\$ -							
12	520.8000	Concrete Collars for Pipe	(EACH)	2	\$2,331.68	\$ 4,663.36		2	\$ -		\$ -	\$ -	\$ 4,663.36	100%	\$ -							
13	521.1012	Apron Endwalls for Culvert Pipe Steel 12-inch	(EACH)	1	\$423.51	\$ 423.51		1	\$ 1,694.04		\$ -	\$ -	\$ 1,694.04	500%	\$ (1,694.04)							
14	521.1024	Apron Endwalls for Culvert Pipe Steel 24-inch	(EACH)	1	\$753.02	\$ 753.02		2	\$ -		\$ -	\$ -	\$ 1,506.04	200%	\$ (753.02)							
15	521.3112	Culvert Pipe Corrugated Steel 12-inch	LF	36	\$37.11	\$ 1,335.96		34	\$ 4,972.74		\$ 170.00	\$ -	\$ 6,308.70	472%	\$ (4,972.74)							
16	521.3124	Culvert Pipe Corrugated Steel 24-inch	LF	17	\$53.33	\$ 906.61		34	\$ -		\$ 34.00	\$ -	\$ 1,813.22	200%	\$ (906.61)							
17	522.0124	Culvert Pipe Reinforced Concrete Class III/24 inch	LF	17	\$137.45	\$ 2,336.65		17	\$ -		\$ 17.00	\$ -	\$ 2,336.65	100%	\$ -							
18	522.1024	Apron Endwalls for Culvert Pipe Reinforced Concrete 24-inch 24-inch	(EACH)	1	\$4,528.39	\$ 4,528.39		1	\$ -		\$ -	\$ -	\$ 4,528.39	100%	\$ -							
19	601.0407	Concrete Curb & Gutter 18-inch Type D	LF	73	\$41.89	\$ 3,057.97		103	\$ 4,314.67		\$ 103.00	\$ -	\$ 4,314.67	141%	\$ (1,256.70)							
20	601.0411	Concrete Curb & Gutter 30-inch Type D	LF	92	\$52.98	\$ 4,874.16		25	\$ 1,324.50		\$ 25.00	\$ -	\$ 1,324.50	27%	\$ 3,549.66							
21	601.0557	Concrete Curb & Gutter 6-inch Sloped 36 inch Type D	LF	96	\$60.28	\$ 5,834.88		76	\$ 4,619.28		\$ 76.00	\$ -	\$ 4,619.28	79%	\$ 1,215.60							
22	602.0410	Concrete Sidewalk 5-inch	SF	2826	\$14.43	\$ 40,779.18	1459		\$ 21,486.27		\$ 1,489.00	\$ -	\$ 21,486.27	53%	\$ 19,292.91							
23	602.0505	Curb Ramps Detectable Warning Field Yellow	SF	170	\$77.89	\$ 13,258.30	90		\$ 7,019.10		\$ 90.00	\$ -	\$ 7,019.10	53%	\$ 6,239.20							
24	602.0605	Curb Ramps Detectable Warning Field Red/Al Yellow	SF	170	\$83.56	\$ 14,205.20			\$ -		\$ -	\$ -	\$ -	0%	\$ 14,205.20							
25	602.3010	Concrete Surface Drains	CY	1	\$974.91	\$ 974.91			\$ -		\$ -	\$ -	\$ -	0%	\$ 974.91							
26	604.0500	Base Paving Crushed Aggregate	SY	60	\$17.81	\$ 1,068.60		30	\$ 414.30		\$ 30.00	\$ -	\$ 414.30	50%	\$ 414.30							
27	606.0200	Riprap Medium	CY	4	\$168.48	\$ 673.92			\$ -		\$ -	\$ -	\$ -	0%	\$ 673.92							
28	608.3018	Storm Sower Pipe Class III-A 18 inch	LF	25	\$82.09	\$ 2,052.25			\$ -		\$ -	\$ -	\$ -	0%	\$ 2,052.25							
29	611.0642	Inlet Covers Type MS	(EACH)	2	\$1,474.09	\$ 2,948.18		2	\$ 2,948.18		\$ 2.00	\$ -	\$ 2,948.18	100%	\$ -							
30	611.3901	Inlets Median 1 Grate	(EACH)	2	\$3,082.30	\$ 6,164.60		2	\$ 6,164.60		\$ 2.00	\$ -	\$ 6,164.60	100%	\$ -							
31	616.0704	Fence Chain Link 4-Foot	LF	235	\$52.37	\$ 12,306.95		235	\$ 12,306.95		\$ 235.00	\$ -	\$ 12,306.95	100%	\$ -							
32	625.0500	Salvaged Topsoil	SY	10632	\$2.86	\$ 30,407.52	5316		\$ 15,203.76		\$ 10,632.00	\$ -	\$ 30,407.52	100%	\$ -							
33	627.0200	Mulching	SY	8085	\$0.39	\$ 3,153.15			\$ -		\$ -	\$ -	\$ -	0%	\$ 3,153.15							
34	628.1504	Silt Fence	LF	1805	\$2.50	\$ 4,512.50	8130		\$ -		\$ 3,130.00	\$ -	\$ 7,642.50	65%	\$ (3,130.00)							
35	628.1520	Silt Fence Maintenance	LF	9610	\$0.87	\$ 8,360.70			\$ -		\$ -	\$ -	\$ -	0%	\$ 8,360.70							
36	628.1905	Mobilizations Erosion Control	(EACH)	3	\$1,465.91	\$ 4,397.73		2	\$ -		\$ -	\$ -	\$ -	0%	\$ 4,397.73							
37	628.1910	Mobilizations Emergency Erosion Control	(EACH)	3	\$1,911.51	\$ 5,734.53			\$ -		\$ -	\$ -	\$ -	0%	\$ 5,734.53							
38	628.2008	Erosion Mat Urban Class I Type B	SY	8785	\$1.44	\$ 12,650.40			\$ -		\$ -	\$ -	\$ -	0%	\$ 12,650.40							
39	628.2021	Erosion Mat Class II Type A	SY	3619	\$4.12	\$ 14,908.28			\$ -		\$ -	\$ -	\$ -	0%	\$ 14,908.28							
40	628.2005	Inlet Protection Type A	(EACH)	3	\$249.73	\$ 749.19			\$ -		\$ -	\$ -	\$ -	0%	\$ 749.19							
41	628.2010	Inlet Protection Type B	(EACH)	3	\$249.73	\$ 749.19		1	\$ -		\$ 249.73	\$ -	\$ 249.73	50%	\$ 249.73							
42	628.2015	Inlet Protection Type C	(EACH)	22	\$249.73	\$ 5,494.06		16	\$ -		\$ 3,995.68	\$ -	\$ 3,995.68	73%	\$ 1,498.38							
43	628.2504	Temporary Ditch Checks	LF	163	\$7.98	\$ 1,300.74			\$ -		\$ -	\$ -	\$ -	0%	\$ 1,300.74							
44	628.2555	Culvert Pipe Checks	(EACH)	3	\$111.02	\$ 333.06			\$ -		\$ -	\$ -	\$ -	0%	\$ 333.06							
45	629.0210	Fertilizer Type B	CWT	11.8	\$131.31	\$ 1,549.46			\$ -		\$ -	\$ -	\$ -	0%	\$ 1,549.46							
46	630.0120	Seeding Mixture No. 20	LB	114	\$21.50	\$ 2,451.00			\$ -		\$ -	\$ -	\$ -	0%	\$ 2,451.00							
47	630.0140	Seeding Mixture No. 40	LB	194	\$27.55	\$ 5,375.15			\$ -		\$ -	\$ -	\$ -	0%	\$ 5,375.15							
48	630.0200	Seeding Temporary	LB	457	\$1.63	\$ 745.31			\$ -		\$ -	\$ -	\$ -	0%	\$ 745.31							
49	630.0500	Seed Water	(MGAL)	380	\$1.70	\$ 646.00			\$ -		\$ -	\$ -	\$ -	0%	\$ 646.00							
50	634.0616	Posts Wood 4 by 6-inch by 16 feet	(EACH)	11	\$417.82	\$ 4,596.02			\$ -		\$ -	\$ -	\$ -	0%	\$ 4,596.02							
51	634.0810	Posts Tubular Steel 2 by 2-inch by 10 feet	(EACH)	19	\$272.97	\$ 5,186.43			\$ -		\$ -	\$ -	\$ -	0%	\$ 5,186.43							
52	634.0811	Posts Tubular Steel 2 by 2-inch by 11 feet	(EACH)	11	\$278.55	\$ 3,064.05			\$ -		\$ -	\$ -	\$ -	0%	\$ 3,064.05							
53	637.2210	Signs Type II Reflective H	SF	67.79	\$18.34	\$ 1,243.24			\$ -		\$ -	\$ -	\$ -	0%	\$ 1,243.24							
54	637.2230	Signs Type II Reflective F	SF	107.19	\$22.28	\$ 2,388.19			\$ -		\$ -	\$ -	\$ -	0%	\$ 2,388.19							
55	638.2102	Moving Signs Type II	(EACH)	4	\$55.71	\$ 222.84			\$ -		\$ -	\$ -	\$ -	0%	\$ 222.84							
56	642.0001	Field Office Type B	(EACH)	1	\$113,950.26	\$ 113,950.26	0.9		\$ 5,697.51		\$ 1.00	\$ 108,252.75	\$ -	95%	\$ 5,697.51							
57	643.0300	Traffic Control Drums	(DAY)	6787	\$0.17	\$ 1,153.79	3929	1400	\$ 238.00		\$ 5,329.00	\$ 905.93	\$ -	72%	\$ 247.89							
58	643.0900	Traffic Control Signs	(DAY)	438	\$0.56	\$ 245.28	393	72	\$ 12.32		\$ 4.15	\$ 232.40	\$ -	95%	\$ 12.88							

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: Village of Somerset
 Engineer: MSA Professional Services, Inc.
 Contractor: Total Estimating & Grading, LLC
 Project: Village of Somerset - Somerset Trail
 Contract:

Owner's Project No.: 0938-00-73
 Engineer's Project No.: 0876117
 Contractor's Project No.:

Application No.: 5 Application Period: From 08/01/26 to 09/30/26 Application Date: 10/05/26

BID Item No.	WisDOT No.	Description	Contract Information				Quantities from Previous Pay Applications	Work Completed		Total Estimated Quantity Installed	Value of Work Installed to Date	Materials Currently Stored (not in F)	Work Completed and Materials Stored to Date (J + K)	% of Value of Item (K / F) (%)	Balance to Finish (F - K)			
			Units	Item Quantity	Unit Price (\$)	Value of Bid Item (D X E) (\$)		Estimated Quantity Incorporated in the Work	Value of Work Installed this Pay Period (E X H) (\$)									
59	643.3350	Temporary Marking Crosswalk Removable Tape 6-inch	LF	72	\$2.79	\$ 200.88		\$ -	\$ -		\$ -	\$0.00	\$ -	0%	\$ 200.88			
60	644.1430	Temporary Pedestrian Surface Plate	SA	81	\$20.06	\$ 1,624.86		\$ -	\$ -		\$ -	\$0.00	\$ -	0%	\$ 1,624.86			
61	644.1601	Temporary Pedestrian Curb Ramp	DAY	14	\$100.28	\$ 1,403.92		\$ -	\$ -		\$ -	\$0.00	\$ -	0%	\$ 1,403.92			
62	644.1605	Temporary Pedestrian Detectable Warning Field	SF	20	\$24.51	\$ 490.20		\$ -	\$ -		\$ -	\$0.00	\$ -	0%	\$ 490.20			
63	644.1810	Temporary Pedestrian Barricade	LF	175	\$8.91	\$ 1,559.25		\$ -	\$ -		\$ -	\$0.00	\$ -	0%	\$ 1,559.25			
64	644.1900.5	Temporary Audible Message Devices	DAY	14	\$13.37	\$ 187.18		\$ -	\$ -		\$ -	\$0.00	\$ -	0%	\$ 187.18			
65	645.0130	Geotextile Type R	SY	71	\$4.65	\$ 330.15		60	\$ 279.00	60	\$ 279.00	\$0.00	\$ 279.00	85%	\$ 51.15			
66	646.6120	Marking Stop Line Epoxy 18-inch	LF	26	\$20.06	\$ 521.56		\$ -	\$ -		\$ -	\$0.00	\$ -	0%	\$ 521.56			
67	646.7420	Marking Crosswalk Epoxy Transverse Line 6-inch	LF	444	\$33.43	\$ 14,842.92		\$ -	\$ -		\$ -	\$0.00	\$ -	0%	\$ 14,842.92			
68	646.7520	Marking Crosswalk Epoxy Ladder Pattern 24-inch	LF	120	\$55.71	\$ 6,685.20		\$ -	\$ -		\$ -	\$0.00	\$ -	0%	\$ 6,685.20			
69	650.4000	Construction Staking Storm Sewer	EACH	4	\$334.25	\$ 1,337.00	4	\$ -	\$ -	4	\$ 1,337.00	\$0.00	\$ 1,337.00	100%	\$ -			
70	650.4500	Construction Staking Subgrade	LF	8753	\$0.56	\$ 4,901.68	8753	\$ -	\$ -	8,753	\$ 4,901.68	\$0.00	\$ 4,901.68	100%	\$ -			
71	650.5000	Construction Staking Base	LF	8753	\$0.56	\$ 4,901.68	8753	\$ -	\$ -	8,753	\$ 4,901.68	\$0.00	\$ 4,901.68	100%	\$ -			
72	650.5500	Construction Staking Curb Gutter and Curb & Gutter	LF	478	\$2.24	\$ 1,065.94		553	\$ 1,233.19	553	\$ 1,233.19	\$0.00	\$ 1,233.19	116%	\$ (167.25)			
73	650.6000	Construction Staking Pipe Culverts	EACH	3	\$334.25	\$ 1,002.75	3	\$ 334.25	\$ -	4	\$ 1,337.00	\$0.00	\$ 1,337.00	133%	\$ (334.25)			
74	650.6501	Construction Staking Structure Layout (structure) (STA 103+50)	EACH	1	\$1,894.11	\$ 1,894.11	1	\$ -	\$ -	1	\$ 1,894.11	\$0.00	\$ 1,894.11	100%	\$ -			
75	650.6501	Construction Staking Structure Layout (structure) (STA 45+25)	EACH	1	\$1,894.11	\$ 1,894.11	1	\$ -	\$ -	1	\$ 1,894.11	\$0.00	\$ 1,894.11	100%	\$ -			
76	650.6501	Construction Staking Structure Layout (structure) (STA 50+78)	EACH	1	\$1,894.11	\$ 1,894.11	1	\$ -	\$ -	1	\$ 1,894.11	\$0.00	\$ 1,894.11	100%	\$ -			
77	650.6501	Construction Staking Structure Layout (structure) (STA 58+97)	EACH	1	\$1,894.11	\$ 1,894.11	1	\$ -	\$ -	1	\$ 1,894.11	\$0.00	\$ 1,894.11	100%	\$ -			
78	650.6501	Construction Staking Structure Layout (structure) (STA 85+97)	EACH	1	\$1,894.11	\$ 1,894.11	1	\$ -	\$ -	1	\$ 1,894.11	\$0.00	\$ 1,894.11	100%	\$ -			
79	650.9000	Construction Staking Curb Ramps	EACH	13	\$167.13	\$ 2,172.69		\$ 835.65	\$ -	5	\$ 835.65	\$0.00	\$ 835.65	38%	\$ 1,337.04			
80	650.9500	Construction Staking Sidewalk 01.8938-00-71	EACH	1	\$1,114.18	\$ 1,114.18		0.5	\$ 557.09	1	\$ 557.09	\$0.00	\$ 557.09	50%	\$ 557.09			
81	650.9911	Construction Staking Supplemental Control 01.8938-00-71	EACH	1	\$4,902.39	\$ 4,902.39		1	\$ 4,902.39	1	\$ 4,902.39	\$0.00	\$ 4,902.39	100%	\$ -			
82	650.9920	Construction Staking Slope Stakes	LF	8753	\$1.67	\$ 14,617.51		8753	\$ 14,617.51	8,753	\$ 14,617.51	\$0.00	\$ 14,617.51	100%	\$ -			
83	690.0150	Sawing Asphalt	LF	767	\$5.37	\$ 4,118.79		741	\$ 3,979.17	741	\$ 3,979.17	\$0.00	\$ 3,979.17	97%	\$ 139.62			
84	690.0750	Sawing Concrete	LF	112	\$5.37	\$ 601.44		79	\$ 424.23	79	\$ 424.23	\$0.00	\$ 424.23	71%	\$ 177.21			
85	SPV.0035	Special 01. Wall Cast-in-Place Cantilever Landscape	CY	16	\$2,284.07	\$ 36,545.12	16	\$ -	\$ -	16	\$ 36,545.12	\$0.00	\$ 36,545.12	100%	\$ -			
86	SPV.0090	Special 01. Concrete Curb & Gutter 24-inch	LF	217	\$43.12	\$ 9,357.04		349	\$ 15,048.88	349	\$ 15,048.88	\$0.00	\$ 15,048.88	161%	\$ (5,691.84)			
87	SPV.0165	Special 01. Wall Modular Block Gravity Landscape (STA 103+50)	SF	1064	\$80.22	\$ 85,354.08	1064	\$ -	\$ -	1,064	\$ 85,354.08	\$0.00	\$ 85,354.08	100%	\$ -			
88	SPV.0165	Special 02. Wall Modular Block Gravity Landscape (STA 45+25)	SF	265	\$80.22	\$ 21,258.30	265	\$ -	\$ -	265	\$ 21,258.30	\$0.00	\$ 21,258.30	100%	\$ -			
89	SPV.0165	Special 03. Wall Modular Block Gravity Landscape (STA 58+97)	SF	154	\$80.22	\$ 12,353.88	154	\$ -	\$ -	154	\$ 12,353.88	\$0.00	\$ 12,353.88	100%	\$ -			
90	SPV.0165	Special 04. Wall Modular Block Gravity Landscape (STA 85+50)	SF	1266	\$80.22	\$ 101,558.52	1266	\$ -	\$ -	1,266	\$ 101,558.52	\$0.00	\$ 101,558.52	100%	\$ -			
					Original Contract Totals	\$	1,217,315.99		\$	358,741.11		\$	-	\$	1,097,643.89	90%	\$	119,672.10
Change Orders																		
					Change Order Totals	\$			\$			\$	-	\$	-		\$	
Original Contract and Change Orders																		
					Project Totals	\$	1,217,315.99		\$	358,741.11		\$	-	\$	1,097,643.89	90%	\$	119,672.10

Contractor's Application for Payment

Owner's Project No.:	8938-00-71
Engineer's Project No.:	08783127
Contractor's Project No.:	

A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bld Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Materials Stored			Incorporated in Work		Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (I-L) (\$)
						Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)		
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Totals						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Task Order

MSA Project Number: 08783134

This AGREEMENT (Agreement) is made effective 10/14/2026 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 60 Plato Blvd East, Suite 140, St Paul, MN 55107

Phone: 651.548.3141

Representative: Chuck Schwartz

Email: cschwartz@msa-ps.com

VILLAGE OF SOMERSET (OWNER)

Address: 110 Spring St, Somerset, WI 54025

Phone: (715) 247-3395

Representative: Bob Gunther

Email: rgunther@villageofsomerset.us

Project Name: Village of Somerset WI - Neumann Farms Street and Utility Improvements

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: 10/19/2026
Approximate Completion Date: 12/31/2026

The estimated fee for the work is: \$40,000.00

This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and materials basis. A list of reimbursable expenses is included on the attached rate schedule.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Agreement. A copy of this Agreement signed by the authorized representatives shall be returned for our files.

VILLAGE OF SOMERSET

MSA PROFESSIONAL SERVICES, INC.

Donnie Kern
Village President

Charles D. Schwartz
Operations Leader

Date:_____

Date:_____

ATTACHMENT A: SCOPE OF SERVICES

Preliminary study, cost estimates, and coordination of the property development

- Coordinate with the Village of Somerset along with the owner and engineer of the residential development to facilitate seamless connection of roads and utilities at the match points.
- Develop preliminary design concepts that explore options for grading and stormwater. We recommend the following concepts:
 - Stormwater management and grading for public roads (future buyers will be responsible for individual site design and stormwater)
 - Public road and individual parcel grading and stormwater management specific to each parcel.
 - Regional stormwater management and grading to manage the entire site's stormwater.
- Preliminary construction cost estimates for concepts.
- Analysis of the concepts to demonstrate impact/construction expectations, costs, and potential maintenance for future landowners and the Village of Somerset.
- Preliminary mass grading designs for each concept to calculate the magnitude of grading necessary for various concepts for the development.
- Utility analysis and potential need for lift stations and other infrastructure.
- Coordination meetings as needed to facilitate understanding by all participants in the project development.

Assumptions:

- This is conceptual level design work with enough detail to create conceptual level cost estimates and an understanding of the magnitude of work required.
- Permitting is not included in this scope.
- Wetland impacts will be avoided and/or limited to discussion only in this scope. Any wetland permitting will be under separate contract.
- Revisions from the residential development may cause additional work that is outside the scope of this contract.
- Conceptual drawings will be created to facilitate understanding of concepts, no plan sheets will be created in this scope.
- Invoicing will be for actual time spent by MSA staff.

ATTACHMENT B: RATE SCHEDULE

Administrative	\$ 90 – \$160/hr.
Architects	\$ 90 – \$208/hr.
Community Development Specialists	\$144 – \$208/hr.
Digital Design.....	\$121 – \$159/hr.
Environmental Scientists/Geologists	\$116 – \$203/hr.
Geographic Information Systems (GIS).....	\$105 – \$203/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$115 – \$160/hr.
IT Support	\$184 – \$203/hr.
Land Surveying	\$ 90 – \$208/hr.
Landscape Designers & Architects.....	\$ 90 – \$231/hr.
Planners.....	\$ 90 – \$226/hr.
Principals	\$230 – \$330/hr.
Professional Engineers/Designers of Engineering Systems	\$163 – \$214/hr.
Project Managers.....	\$126 – \$259/hr.
Real Estate Professionals	\$147 – \$203/hr.
Staff Engineers	\$ 90 – \$157/hr.
Technicians.....	\$105 – \$159/hr.
Utility Treatment Operators	\$ 90 – \$190/hr.

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2026.

REIMBURSABLE EXPENSES (effective April 19, 2026)

Building Inspection Permit Management	\$25/permit
Copies/Prints	Rate based on volume
Specs/Reports.....	\$10
Copies	\$0.20/page \$0.13/page for DOT
Plots	\$0.01/sq.in.
Flash Drive	\$10
Dini Laser Level	\$85/per day \$85/day for DOT
Drone Flight	\$375/flight \$250/flight for DOT
Geodimeter	\$30/hour
GPS Equipment	\$20/hour \$18/hour for DOT
GPS R2 Equipment	\$20/hour \$18/hour for DOT
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.77/mile \$0.77/mile for DOT
Nuclear Density Testing	\$45/day \$45/day for DOT
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour \$14/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost

Expense rates represent an average or range for a particular category and are subject to change to match incurred cost in real time.

Somerset Fire/Rescue

from the office of Chief Belisle

October 1st, 2026

Dear Board Members –

During September 2026, Somerset Fire/Rescue responded to 48 calls for service, bringing our year-to-date total to 424 responses. This compares to 372 responses during the same period in 2025, representing an increase of 52 calls, or approximately 14%.

September Responses:

- **Village:** 25 calls (24 medical, 1 fire/rescue)
- **Township:** 13 calls (10 medical, 3 fire/rescue)
- **Automatic Aid (St. Joseph):** 10 calls

Despite normal month-to-month fluctuations in call volume, Somerset Fire/Rescue continues to experience an increase in overall service demands compared to last year. The continued increase in call volume reinforces the importance of maintaining a well-trained, adequately staffed, and properly equipped department. I appreciate the dedication of our members, who continue to balance their volunteer commitments with personal and professional responsibilities while providing emergency services to our community.

Staffing and recruitment remain ongoing priorities. We continue to evaluate opportunities to strengthen our membership and maintain the personnel necessary to support department operations. Recruiting and retaining qualified volunteers is essential to maintaining reliable emergency response capabilities and ensuring the long-term sustainability of our department.

The replacement fire apparatus and long-term facility planning remain key priorities. Proposals for the replacement apparatus are due October 2, 2026, which will move us into the next phase of the process. In addition, continued discussions regarding our Strategic Plan and future public safety facility needs are important as we evaluate the space, equipment, and resources necessary to support current operations and future community needs. These decisions require thoughtful consideration, financial responsibility, and cooperation between the Village and Township. I appreciate the continued engagement of both boards as we work toward solutions that position Somerset Fire/Rescue for the future.

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

Somerset Fire/Rescue

from the office of Chief Belisle

Following recent promotions, new hires, and member departures, the department is currently operating with 29 personnel, consisting of:

- 18 Full Members
- 8 Probationary Members
- 1 Honorary Member
- 1 High School Cadet
- 1 Department Secretary

I continue to welcome members of both boards to tour the fire station with me or another department member. A firsthand look at our facilities, apparatus, equipment, and daily operations can provide valuable perspective as we discuss the department's current needs and long-term priorities. We also welcome community members who would like to learn more about our services and operations. Maintaining open communication and a shared understanding of our responsibilities will help us make informed decisions as we plan for the continued delivery of emergency services to the Somerset community.

Sincerely,

Travis Belisle

Travis Belisle - Chief
Somerset Fire/Rescue

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



LIBRARY UPDATE FOR OCTOBER 2026

208 Hud Street

(715) 247-5228

somersestlibrary.org



Remarkable Owls on Your Day Off!

Friday, October 16 *No School Day for Somerset Students*

2:00 PM: Bird-Themed Crafts & Snacks

Join us for fun, feathered activities! Registration required.

3:00 PM: Live Owl Presentation

Get up close with live owls in this exciting educational program.

Learn more about the library's offerings by subscribing to the newsletter



FrankenToys

Wednesday, October 21, 4:30

Become a mad scientist by creating your own FrankenToy out of discarded toy parts!



Costume Party

Thursday, October 15, 1:00

Join us at SHINE for a Halloween-themed costume party! This event is designed for adults with disabilities, but everyone is welcome to join the fun. We will be making spooky mocktails and playing pumpkin putt putt.



K-Pop Pop-Up

Monday, October 12, 4:30 & Wednesday, October 28, 3:30

No matter if you're a casual listener or diehard fan, join us for an hour of K-pop music, snacks, button making, and decorating photocard holders.

Questions? Contact: Kristina Kelley-Johnson, Library Director
(715) 247-5228 • kristina@somersetlibrary.org

Employer % to Employee Tier		90%	Plan 1			Plan 2			Plan 1			Plan 2			Plan 1			Plan 2		
Employer % to Dependent Tier		90%	Plan 1			Plan 2			Plan 1			Plan 2			Plan 1			Plan 2		
Carrier	Net	Wor	Current			Renewal			Alternate Funding Method											
			Medica			Medica- Released 10/13/2026			HealthPartners Level Funded Option - All Calculated at 90% below											
Plan Name			\$3400-0% HSA Gold (88%)			\$5250-0% HSA + RX Copay Silver(90%)			\$3500-0% HSA Gold			\$5500-0% HSA+Rx Copay Silver			\$3500-100% HSA Plus (88%)			\$5000-100% Plus (90%)		
Plan Network			Choice Passport			Choice Passport			Choice Passport			Choice Passport			3500 / 7000			Open Access		
Deductible: Individual / Family			3400 / 6800			3400 / 6800			3500 / 7000			3500 / 7000			3500 / 7000			5000 / 10,000		
Deductible Year			Calendar			Calendar			Calendar			Calendar			Calendar			Calendar		
Co-pay Coinsurance			0%			0%			0%			0%			0%			0%		
Out of Pocket Max: Individual / Family			3400 / 6800			6500 / 13,000			3500 / 7000			6750 / 13,500			3500 / 7000			5000 / 10,000		
Rx: Generic, Brand, Brand Non-Pref, Specialty			0% after deductible			Copay after deductible			0% after deductible			Copay after deductible			Deductible then 0%			Deductible then 0%		
Rates	Plan1	Plan2	Total Premium	ER Portion	EE Portion	Total Premium	ER Portion	EE Portion	Total Premium	ER Portion	EE Portion	Total Premium	ER Portion	EE Portion	Total Premium	ER Portion	EE Portion	Total Premium	ER Portion	EE Portion
Employee Only	3	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$591.24	\$532.12	\$532.12	\$563.12	\$511.31	\$563.11
Employee + Spouse	3	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,564.67	\$1,408.20	\$1,556.47	\$1,501.08	\$1,350.97	\$1,510.11
Employee + Child(ren)	1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$982.67	\$109.19	\$1,047.92	\$943.13	\$104.79	\$1,047.79
Employee + Family	3	2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,731.53	\$1,558.38	\$1,731.53	\$1,661.01	\$1,494.91	\$1,661.10
Monthly Premium	11	6	\$19,956.81	\$17,561.99	\$4,390.50	\$8,395.55	\$7,556.00	\$839.56	\$24,108.37	\$21,215.37	\$5,303.84	\$10,247.14	\$9,222.43	\$1,024.71	\$13,345.42	\$12,010.88	\$1,334.54	\$6,527.46	\$5,874.71	\$652.75
Annual Premium			\$239,481.72	\$210,743.91	#####	\$100,746.60	\$90,671.94	#####	\$289,300.44	\$254,584.39	\$63,646.10	\$122,965.68	\$110,669.11	\$12,296.57	\$160,145.04	\$144,130.45	\$16,014.50	\$78,329.52	\$70,496.57	\$7,832.95
Annual \$ Difference				Monthly	\$28,737.81				\$49,818.72	\$43,840.47	\$10,960.12	\$22,219.08	\$19,997.17	\$2,221.91	\$-79,336.68	\$-66,613.58	\$-12,722.10	\$-22,417.08	\$-20,175.37	\$-2,241.71
Annual % Difference				Annual	\$340,228.32				20.8%	20.8%	20.8%	22.1%	22.1%	22.1%	-33.1%	-31.6%	-31.6%	-22.3%	-22.3%	-22.3%
															Monthly		\$19,872.88			
															Annual		\$238,474.56			

		21.17%	21.18%																																																												
Combined Annual Premium:		Total Billed	Company Spend																																																												
Combined Annual Renewal Premium		\$340,228.32	\$301,415.85																																																												
Combined Annual Alternative Option Premium		\$412,266.12	\$365,253.50																																																												
		\$238,474.66	\$214,627.10	\$211,424.20																																																											
Annual Difference from Current		-\$101,753.76	-\$86,788.75																																																												
Annual Difference from Renewal		-\$173,791.56	-\$150,626.40																																																												
				90% all Plans	Split %	All at 90%																																																									
				<table><tr><td>Total Premium</td><td>ER Portion</td><td>EE Portion</td><td>Total Premium</td><td>ER Portion</td><td>EE Portion</td></tr><tr><td>\$591.24</td><td>\$532.12</td><td>\$59.12</td><td>\$568.12</td><td>\$511.31</td><td>\$56.81</td></tr><tr><td>\$1,564.67</td><td>\$1,408.20</td><td>\$156.47</td><td>\$1,501.08</td><td>\$1,350.97</td><td>\$150.11</td></tr><tr><td>\$1,091.86</td><td>\$982.67</td><td>\$109.19</td><td>\$1,047.92</td><td>\$943.13</td><td>\$104.79</td></tr><tr><td>\$1,731.53</td><td>\$1,558.38</td><td>\$173.15</td><td>\$1,661.01</td><td>\$1,494.91</td><td>\$166.10</td></tr><tr><td>\$13,345.42</td><td>\$12,010.88</td><td>\$1,334.54</td><td>\$6,527.46</td><td>\$5,874.71</td><td>\$652.75</td></tr><tr><td>\$100,115.04</td><td>\$140,622.04</td><td>\$140,622.04</td><td>\$78,829.52</td><td>\$78,829.52</td><td>\$78,829.52</td></tr><tr><td>-\$79,336.68</td><td>-\$66,613.38</td><td>-\$36,671.47</td><td>-\$22,417.08</td><td>-\$20,175.37</td><td>-\$2,241.71</td></tr><tr><td>-33.1%</td><td>-31.6%</td><td>-69.6%</td><td>-22.3%</td><td>-22.3%</td><td>-22.3%</td></tr></table>						Total Premium	ER Portion	EE Portion	Total Premium	ER Portion	EE Portion	\$591.24	\$532.12	\$59.12	\$568.12	\$511.31	\$56.81	\$1,564.67	\$1,408.20	\$156.47	\$1,501.08	\$1,350.97	\$150.11	\$1,091.86	\$982.67	\$109.19	\$1,047.92	\$943.13	\$104.79	\$1,731.53	\$1,558.38	\$173.15	\$1,661.01	\$1,494.91	\$166.10	\$13,345.42	\$12,010.88	\$1,334.54	\$6,527.46	\$5,874.71	\$652.75	\$100,115.04	\$140,622.04	\$140,622.04	\$78,829.52	\$78,829.52	\$78,829.52	-\$79,336.68	-\$66,613.38	-\$36,671.47	-\$22,417.08	-\$20,175.37	-\$2,241.71	-33.1%	-31.6%	-69.6%	-22.3%	-22.3%	-22.3%
Total Premium	ER Portion	EE Portion	Total Premium	ER Portion	EE Portion																																																										
\$591.24	\$532.12	\$59.12	\$568.12	\$511.31	\$56.81																																																										
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\$100,115.04	\$140,622.04	\$140,622.04	\$78,829.52	\$78,829.52	\$78,829.52																																																										
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Andrea Otto

From: Robert Gunther
Sent: Monday, September 21, 2026 4:18 PM
To: Andrea Otto
Subject: FW: [EXTERNAL] impact fee

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Andrea,

Please see the request to be on the October agenda from Paul.

Robert Gunther

Village of Somerset
Public Works/Economic Development Director
110 Spring St.
Somerset, WI 54025
Office: (715) 247-3395
Cell: (715) 760-0884

From: Paul Gerrard <paul@gerrardcompanies.com>
Sent: Monday, September 21, 2026 4:13 PM
To: Robert Gunther <rgunther@villageofsomerset.us>; Peter Gerrard <peter@gerrardcompanies.com>; Alex Gerrard <alex@gerrardcompanies.com>; Dan Melbostad <dmelbostad@gerrardcompanies.com>
Cc: Scott Ackerson <sackerson@gerrardcompanies.com>
Subject: RE: [EXTERNAL] impact fee

Bob please put me on the schedule with the Council to try and reduce these fees I don't see any reason to have such a large tax against grandma and her Buick. Also at that time we may have a reduced cost on the water meter I'm trying to get that confirmation from the plumber, but for now let's move forward with the schedule, and I will wait for Tony's ready permit letter.



Paul Gerrard

Direct: 608-782-4375



Gerrard Companies

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100 6th St N. Suite A

La Crosse WI 54601

Fax: 608-782-4478

www.gerrardcompanies.com

From: Robert Gunther <rgunther@villageofsomerset.us>

Sent: Monday, September 21, 2026 2:15 PM

To: Paul Gerrard <paul@gerrardcompanies.com>

Subject: [EXTERNAL] impact fee

Impact fee	Calculation	Fee
Water	2" meter = 8 REUs × \$1,690	\$13,520.00
Street	40 dwelling units × \$993	\$39,720.00
Library	40 dwelling units × \$171.35	\$6,854.00
Fire/EMS	3.81 acres × \$934.70	\$3,561.21
Police	3.81 acres × \$4,366.55	\$16,635.56
TOTAL IMPACT FEES		\$80,290.77

Robert Gunther

Village of Somerset

Public Works/Economic Development Director

110 Spring St.

Somerset, WI 54025

Office: (715) 247-3395

Cell: (715) 760-0884

Code Section	Fee Type	Description	2026 Fee	Proposed 2027 Fee	Last Updated	Control	State Max	Comparison		
								V. North Hudson	V. Baldwin	C. New Richmond
License & Permits	7-2-19	<u>Beer Garden Permit</u>	Must have Class B	\$20		local	n/a	n/a	35	
	7-3-1	<u>Cigarette License - Retail</u> Background Check - for agent	July 1 through June 30, annually	\$50 \$7	\$100 \$10	State	100	100 15	30 n/a	100
	7-1-1 thru 7-1-23	<u>Dog License</u> Spayed / Neutered Unaltered Late Fee		\$5 \$10 \$0	\$10 \$20 \$0	County		10 20 5	10 18 5	10 17 n/a
	7-4-1 thru 7-4-9	<u>Direct Seller Permit</u> Investigation Fee <u>Mobile Food Truck</u> Daily Monthly Annual Seasonally? May-August?	Ordinance needs review	\$20 \$13	\$30 \$15 \$10 \$30 \$100 \$50			50	100	40 per person/per day 135 monthly 450 annual 10 10 30 100
	7-2-1 thru 7-2-40	<u>Fermented Malt Beverages License - Retail</u> Class "A" Fermented Malt Beverage Class "B" Fermented Malt Beverage Background Check (required) Publication Fee (required) Change of Agent <u>Fire Inspection</u>	Annual - July 1 thru June 30 Each listed on AB200	\$75 \$100 \$7 \$13 \$10 \$0	\$100 \$100 \$10 \$15 \$10	State State State	No max 100	10	50	10 50
	7-6-1	<u>Fireworks Permit</u>	Ordinance needs review	\$0					50/event	50/event
	7-2-1 thru 7-2-40	<u>Intoxicating Liquor License - Retail</u> "Class A" Liquor "Class B" Liquor Reserve "Class B" - Initial Fee Background Check (required) Publication Fee (required) Change of Agent <u>Fire Inspection</u>	Annual - July 1 thru June 30 Each listed on AB200	\$400 \$500 \$10,000 \$7 \$13 \$10 \$0	\$500 \$500 \$10 \$10 \$15 \$10	State State State State	500 500 10	10 100	50	50
	7-2-30 thru 7-2-37	<u>Operators License</u> Background Check	Annual - July 1 thru June 30	\$10 \$7	\$15 \$10			20 15	25 7	40/2years 10
	7-7-1	<u>Street Use Permit</u>	Parades	\$0					50/event	250
	13-1-142	<u>Fence Permit</u>		\$115				50/residential; 110/non-residential	140	
	13-1-102	<u>Sign Permit</u> New Replacement	Commercial & Industrial	\$115 \$65				90		
	7-2-16	<u>Temporary (Picnic) License</u> Class "B" Beer / "Class B" Wine	Per Event	\$10	\$10	State	10			
	7-10-1 thru 7-10-2	<u>Tubing License</u> Tubing User Fee (Village Park)		\$10						

VILLAGE OF SOMERSET
PLAN COMMISSION – SITE PLAN REVIEW

Office Use Only
Received ____/____/____

PROPERTY & PROJECT INFORMATION

Site Address: 900 Spring St., Somerset, WI 54025
Parcel #: 181-1002-60-001
Zoning District: Commercial
Current use(s) of property: Private Event Venue / Sam's Christmas Village
Proposed use(s) of property: Private Event Venue / Sam's Christmas Village
Current Number of Employees: 40 Proposed Number of Employee: 40
Current Building Floor Area: ~15,000sq ft Proposed Building Floor Area: 4,324sq ft
Current Number of Parking Stalls: 250 Proposed Number of Parking Stalls: 250
Percent of Existing Impervious Surface: ~10%
Percent of Proposed Impervious Surface: ~11%
Describe the Proposed Project: A stand-alone, enclosed structure to host wedding ceremonies indoors as we currently cannot offer this to our customers.

APPLICANT CONTACT INFORMATION

Applicant is: ☒ Property Owner ☐ Owner's Agent ☐ Developer ☐ Other _____
Applicant's Name: Brock Montpetit
Business Name: La Pointe Events
Mailing Address: PO Box 449
City / State / Zip Code: Somerset, WI 54025
Daytime Phone: 7152221301 Cell Phone: 7152221301
Email: montpetit.brock@gmail.com

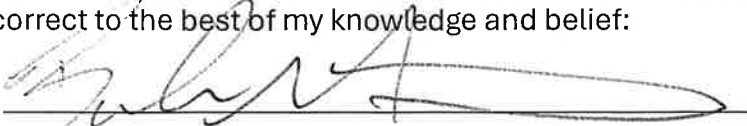
PROPERTY OWNER CONTACT INFORMATION (if applicable)

Property Owner(s) Name(s): Brock Montpetit
Mailing Address: 1850 58th St.
City / State / Zip Code: Somerset, WI 54025
Daytime Phone: 7152221301 Cell Phone: 7152221301
Email: montpetit.brock@gmail.com

VILLAGE OF SOMERSET
PLAN COMMISSION – SITE PLAN REVIEW

REQUIRED SIGNATURE(S)

I hereby certify that all statements, forms, and attachments submitted hereto are true and correct to the best of my knowledge and belief:


Applicant's Signature

10/16/2026

Date

Property Owner's Signature (if applicable)

Date

CHECKLIST

- ☐ Contain a vicinity map showing railroad, major streams or rivers, and public streets within 1,000' of the site.
- ☐ Prepare at a scale of 1" = 10' to 1" = 60'.
- ☐ Arranged so that the top or left of the plan represents north, directional arrows and appropriate scale shown clearly.
- ☐ Show the date of preparation, name, address, and phone number of surveyor.
- ☐ Provide the address and legal description of the site and show the boundaries and dimensions graphically.
- ☐ Show the present and proposed topography of site and adjacent areas within 50' by 2' contour lines, and use directional arrows to show flow of drainage.
- ☐ Show the total area of the site in acres or square feet, location of existing and proposed structures, indicate as applicable height and building dimensions, entrances, number of dwelling units, and square footage by category of use.
- ☐ Show existing structures within 50' of the site and building line of existing buildings adjacent to any proposed structures.
- ☐ Show building and parking setbacks.
- ☐ Show the location and dimensions of existing and proposed curb cuts, aisles, off- street parking, loading spaces and walkways.
- ☐ Provide a landscaping schedule of all planting including grasses, shrubs, and trees showing the location.
- ☐ Show all exterior signs on site. Will need to apply for a sign permit for approval
- ☐ Show the location, height, and material for screening walls and fences.
- ☐ List the type of surfacing proposed for all parking, loading, and walkway areas.
- ☐ Describe the proposed use, list the number of required parking spaces, show the location and number of parking spaces provided, including handicap spaces.

VILLAGE OF SOMERSET
PLAN COMMISSION – SITE PLAN REVIEW

CHECKLIST (continued)

- ☐ Show the existing and proposed public streets or right-of-way, easements or other reservations of land on the site.
- ☐ Show the location of all fire hydrants and all existing and proposed lines and facilities for water, telephone, sewer, electricity, natural gas, and storm drainage.
- ☐ Show adjacent property which is held under the same ownership and its zoning.
- ☐ Show the location and method of screening outdoor trash areas.
- ☐ Show the location, height and direction of proposed lighting.
- ☐ Show elevation views of proposed building and structures.
- ☐ Show the ultimate development of the site and indicate development phases when the site is developed in stages.
- ☐ Include a copy of covenants or deed restrictions intended to cover all or any part of the site.
- ☐ Include a statement and plan describing erosion control during and following project completion and describing method to prevent tracking of dirt and other materials from the site onto public streets during construction.
- ☐ Calculate all impervious surfaces including building, paved or concrete road, parking, and walkways in units square foot.

SITE PLAN APPLICATION PROCEDURE

1. Submit Application for Review.
 - a. Application is reviewed by Staff (Clerk, Village Attorney, Economic Development Director, and Building Inspector)
2. Plan Commission reviews application. The Plan Commission meets on the first Thursday of each month.
 - a. After review/discussion, Plan Commission will approve/reject the application. If approved, the application will be reviewed by the Village Board for final approval.
3. Village Board action. The Village Board meets on the third Tuesday of each month.

ZONING DISTRICTS

R-1 Single-Family Residential District	I-1 Industrial District
R-2 Two-Family Residential District	A-1 Agricultural District
R-3 Multiple Family Residential District	W-1 Conservancy District
R-4 Residential Estate District	PUD Planned Unit Development District
R-5 Twin Home District	Groundwater Protection Overlay District
C-1 Central Business District	
C-2 Highway Commercial District	
C-3 Professional Office District	

VILLAGE OF SOMERSET
PLAN COMMISSION – SITE PLAN REVIEW

AUTHORIZATION

The Village Board, acting under the power given it under Zoning Ordinances of the Village of Somerset do hereby: ☐ Approve the application ☐ Reject the application

Village President Signature

Date

VILLAGE OF SOMERSET, WISCONSIN

**ORDINANCE NO. A-713 AMENDING TITLE 7 CHAPTER 2
OF THE MUNICIPAL CODE
regarding Fermented Malt Beverages and Intoxicating Liquor**

The Village Board of the Village of Somerset does ordain as follows: Title 7, Chapter 2 is amended and restated to read as follows:

**CHAPTER 2
FERMENTED MALT BEVERAGES AND INTOXICATING LIQUOR**

**Article A
Fermented Malt Beverages and Intoxicating Liquor**

§ 7-2-1. Adoption of state statutes.

The provisions of Ch. 125, Wis. Stats., relating to the sale of intoxicating liquor and fermented malt beverages, except as may be amended by this Chapter 2 are hereby adopted by reference and made a part of this Chapter as if fully set forth herein. Any act required to be performed or prohibited by any statute incorporated herein are intended to be made a part of this Chapter. Any future amendment, revisions or modifications of the statutes incorporated herein are intended to be made a part of this Chapter in order to secure uniform statewide regulation of alcohol beverage control.

§ 7-2-2. Definitions. [Amended by Ord. No. A-713, 5-19-2026]

The definitions set forth in § 125.02, Wis. Stats., are adopted in their entirety as if set forth herein.

In addition, for purposes of this Chapter, the following definitions shall apply:

- (a) Licensed Premises means the specific building, room, enclosure, outdoor area, or other location described in an alcohol beverage license issued by the Village. Where multiple alcohol beverage licenses are issued on the same parcel, within the same building, or under common ownership, each licensed premises shall be considered a separate and distinct licensed establishment and separately designated.
- (b) Operate or Operating means that a licensed establishment is open to the public and engaged in the lawful sale of alcohol beverages consistent with the privileges granted under its alcohol beverage license. A day of operation means a day during which the licensed premises is open and operating consistent with the normal business purpose of the licensed establishment, and alcohol beverages are lawfully sold or served pursuant to the privileges granted by the alcohol beverage license. Operation may include service to the public, private events, or invited guests, as applicable to the licensed business. Days during which the licensed premises is not open for its normal business operations or alcohol beverages are not lawfully sold or served shall not constitute days of operation.
- (c) Seasonal Alcohol Beverage Establishment means a business holding a valid annual alcohol beverage license issued pursuant to Chapter 125, Wisconsin Statutes, whose normal operations are limited to a defined season or seasons of the year due to the nature of the business. A seasonal alcohol beverage establishment is a village administrative designation only and shall

Commented [PM1]: And seperately designated

not be construed as creating a separate class or type of alcohol beverage license under Wisconsin law. The Village Board may designate a business as a seasonal alcohol beverage establishment during the annual license renewal process or at such other times the Village Board determines appropriate. Such designation may be considered by the Village Board when administering and enforcing the provisions of this Chapter, including the operating requirements set forth in § 7-2-17.

- (d) Common Ownership means two or more licensed premises owned, operated, or controlled, directly or indirectly, by the same individual, partnership, limited liability company, corporation, trust, or other legal entity, or by entities under substantially common control.

§ 7-2-3. License required for sale.

No person, firm or corporation shall vend, sell, deal or traffic in or have in his possession with intent to vend, sell, deal or traffic in or, for the purpose of evading any law or ordinance, give away any intoxicating liquor or fermented malt beverage in any quantity whatever, or cause the same to be done, without having procured a license as provided in this Chapter nor without complying with all the provisions of this Chapter, and all statutes and regulations applicable thereto, except as provided by §§ 125.16, 125.27, 125.28 and 125.51, Wis. Stats.

§ 7-2-4. Types of licenses; application. [Amended by Ord. No. A-713, 5-19-2026]

- (a) Retail "Class A" intoxicating liquor license. A retail "Class A" intoxicating liquor license, when issued by the Village Clerk under the authority of the Village Board, shall permit its holder to sell, deal and traffic in intoxicating liquors only in original packages or containers and to be consumed off the premises so licensed.
- (b) Retail "Class B" intoxicating liquor license. A retail "Class B" intoxicating liquor license, when issued by the Village Clerk under authority of the Village Board, shall authorize the sale of intoxicating liquor in accordance with the privileges granted under § 125.51(3), Wis. Stats., including the sale of intoxicating liquor for consumption on the licensed premises and such sales for off-premises consumption as authorized by Wisconsin law and this Chapter.
- ~~(c) Retail "Class B" intoxicating liquor license. A retail "Class B" intoxicating liquor license, when issued by the Village Clerk under authority of the Village Board, shall permit its holder to sell, deal and traffic in intoxicating liquors to be consumed by the glass only on the premises so licensed and in the original package or container in multiples not to exceed four liters at any one time, to be consumed off the premises, except that wine may be sold in the original package or otherwise in any other quantity to be consumed off the premises.~~
- (d) Reserve "Class B" licenses. A Reserve "Class B" license means a license that is counted as a reserve license under § 125.51(4), Wis. Stats. A Reserve "Class B" license shall authorize the same retail sales and privileges as a regular "Class B" intoxicating liquor license, subject to Chapter 125, Wis. Stats., and this Chapter.
- ~~(e) Reserve "Class B" licenses. A Reserve "Class B" license means a license that is not granted or issued by the Village on December 1, 1997, and that is counted under § 125.51(4)(br), Wis. Stats., which, if granted or issued, authorizes the sale of intoxicating liquor to be consumed by the glass only on the premises where sold, and also authorizes the sale of intoxicating liquor in the original package or container in multiples not to exceed four liters at any one time, to be consumed off premises, except that wine may be sold in the original~~

~~package or otherwise in any other quantity to be consumed off the premises.~~

- (f) Class "A" fermented malt beverage retailer's license. A Class "A" retailer's fermented malt beverage license, when issued by the Village Clerk under the authority of the Village Board, shall entitle the holder thereof to possess, sell or offer for sale fermented malt beverages only for consumption away from the premises where sold and in the original packages, containers or bottles.
- (g) Class "B" fermented malt beverage retailer's license.
 - (1) A Class "B" fermented malt beverage retailer's license, when issued by the Village Clerk under the authority of the Village Board, shall entitle the holder thereof to possess, sell or offer for sale, fermented malt beverages, either to be consumed upon the premises where sold or away from such premises. The holder may also sell beverages containing less than 1/2 of a percent of alcohol by volume, without obtaining a special license to sell such beverages.
- (h) Temporary Class "B" fermented malt beverage license and "Class B" wine license.
 - (1) License. As provided in § 125.26(1) and (6), Wis. Stats., temporary Class "B" fermented malt beverage licenses may be issued to bona fide clubs, to county or local fair associations or agricultural societies, to churches, lodges or societies that have been in existence for at least six months before the date of application and to posts of veterans' organizations authorizing the sale of fermented malt beverages or wine in an original package, container or bottle or by the glass at a particular picnic or similar gathering, at a meeting of the post, or during a fair conducted by the fair association or agricultural society. A license issued to a county or district fair licenses the entire fairgrounds where the fair is being conducted and all persons engaging in retail sales of fermented malt beverages from leased stands on the fairgrounds. The county or district fair to which the license is issued may lease stands on the fairgrounds to persons who may engage in retail sales of fermented malt beverages from the stands while the fair is being held. Such license is valid for dates as approved by the Village Board.
 - (2) Application. Application for such license shall be signed by the president or corresponding officer of the society or association making such application and shall be filed with the Village Clerk together with the appropriate license fee for each day for which the license is sought. Any person fronting for any group other than the one applied for shall, upon conviction thereof, be subject to a forfeiture of \$200 and will be ineligible to apply for a temporary Class "B" or "Class B" license for one year. The license shall specify the hours and dates of license validity. The application shall be filed a minimum of 10 days prior to the Public Safety meeting at which the application will be considered, with final approval at the Village Board meeting. If the application is for a license to be used in a Village park, the applicant shall specify the main point of sale facility.
 - (3) Limitation on number of licenses. An organization may not be issued more than two licenses for the temporary Class "B" or "Class B" licenses in any twelve-month period.
- (i) (Reserved)

- (j) Wholesaler's license. A wholesaler's fermented malt beverage license, when issued by the Village Clerk under authority of the Village Board, shall entitle the holder thereof to possess, sell or offer for sale fermented malt beverages only in original packages or containers to dealers, not to be consumed in or about the premises of said wholesaler.
- (k) Retail "Class C" licenses.
 - (1) In this Subsection "barroom" means a room that is primarily used for the sale or consumption of alcohol beverages.
 - (2) A "Class C" license authorizes the retail sale of wine by the glass or in an opened original container for consumption on the premises where sold.
 - (3) A "Class C" license may be issued to a person qualified under § 125.04(5), Wis. Stats., for a restaurant in which the sale of alcohol beverages accounts for less than 50% of gross receipts and which does not have a barroom if the municipality's quota prohibits the municipality from issuing a "Class B" license to that person. A "Class C" license may not be issued to a foreign corporation or a person acting as agent for or in the employ of another.
 - (4) A "Class C" license shall particularly describe the premises for which it is issued.

§ 7-2-5. Fees for licenses. [Amended by Ord. No. A-713, 5-19-2026]

The license fee and publication costs specified in the Village of Somerset Fee Schedule shall permit the holder to sell, deal or traffic in intoxicating liquors or fermented malt beverages as provided in Section 7-2-4 of this Code of Ordinances and Chapter 125, Wis. Stats. The licensing fees must be paid prior to issuance of the license. The fee for a license for less than 12 months shall be prorated according to the number of months or fraction thereof for which the license is issued. For clarification, any licensed issued to a designated seasonal alcohol beverage establishment shall not be entitled to a prorated fee.

§ 7-2-6. License applications; quotas. [Ord. No. A-605, 2-26-2013; amended by Ord. No. A-713, 5-19-2026]

- (a) Contents. Application for a license to sell or deal in intoxicating liquor or fermented malt beverages shall be made in writing on the form prescribed by the Wisconsin Department of Revenue and shall be sworn to by the applicant as provided by §§ 887.01 to 887.04, Wis. Stats., and shall be filed with the Village Clerk not less than 15 days prior to the granting of such license. The premises shall be physically described to include every room and storage space to be covered by the license, including all rooms not separated by a solid wall or joined by connecting entrances.
- (b) Corporations. Such application shall be filed and sworn to by the applicant if an individual, by the president and secretary, of a corporation.
- (c) Publication. The Village Clerk shall publish each application for a Class "A", Class "B", "Class A", "Class B", or "Class C" license. There is no publication requirement for temporary Class "B" picnic beer licenses under § 125.26, Wis. Stats., or temporary "Class B" picnic wine licenses under § 125.51(10), Wis. Stats. The application shall be published once in the official Village newspaper, and the costs of publication shall be paid by the applicant at the

time the application is filed, as determined under § 985.08, Wis. Stats.

- (d) Amending application. Whenever anything occurs to change any fact set out in the application of any Licensee, such Licensee shall file with the issuing authority a notice in writing of such change within 10 days after the occurrence thereof.
- (e) Quota. The quota for licenses under this chapter shall be pursuant to Ch.125, Wis. Stats.

§ 7-2-7. Qualifications for license; limitations and restrictions. [Amended by Ord. No. A-713, 5-19-2026]

- (a) Residence requirements. A retail Class "A" or Class "B" fermented malt beverage or "Class A" or "Class B" intoxicating liquor license shall be granted only to persons who are citizens of the United States and who have been residents of the State of Wisconsin continuously for at least 90 days prior to the date of the application.
- (b) Applicant to have malt beverage license. No retail "Class B" intoxicating liquor license shall be issued to any person who does not have or to whom is not issued a Class "B" retailer's license to sell fermented malt beverages.
- (c) Right to premises. No applicant will be considered unless he has the right to possession of the premises described in the application for the license period, by lease or by deed.
- (d) Age of applicant. Licenses related to alcohol beverages shall only be granted to persons who have attained the legal drinking age.
- (e) Corporate restrictions.
 - (1) No license or permit may be issued to any corporation unless the corporation meets the qualifications under § 125.04(a)1 and 4 and (b), Wis. Stats., unless the agent of the corporation appointed under § 125.04(6), Wis. Stats., and the officers and directors of the corporation meet the qualifications of § 125.04(a)1 and 3 and (b), Wis. Stats., and unless the agent of the corporation appointed under § 125.04(6), Wis. Stats., meets the qualification under § 125.04(a)2, Wis. Stats. The requirement that the corporation meet the qualifications under § 125.04(a)1 and (b), Wis. Stats., does not apply if the corporation has terminated its relationship with all of the individuals whose actions directly contributed to the conviction.
 - (2) Each corporate applicant shall file with its application for such license a statement by its officers showing the names and addresses of the persons who are stockholders together with the amount of stock held by such person or persons. It shall be the duty of each corporate applicant and Licensee to file with the Village Clerk a statement of transfers of stock within 48 hours after such transfer of stock.
 - (3) Any license issued to a corporation may be revoked in the manner and under the procedure established in § 125.12, Wis. Stats., when more than 50% of the stock interest, legal or beneficial, in such corporation is held by any person or persons not eligible for a license under this Chapter or under the state law.
- (f) Sales tax qualification. All applicants for retail licenses shall provide proof, as required by

§ 77.61(11), Wis. Stats., that they are in good standing for sales tax purposes (i.e., hold a seller's permit) before they may be issued a license.

- (g) Connecting premises. Except in the case of hotels, no person may hold both a "Class A" license and either a "Class B" license or permit, a Class "B" license or permit, or a "Class C" license for the same premises or for connecting premises. Except for hotels, if either type of license or permit is issued for the same or connecting premises already covered by the other type of license or permit, the license or permit last issued is void. If both licenses or permits are issued simultaneously, both are void.
- (h) Limitations on other business; Class "B" premises. No Class "B" license or permit may be granted for any premises where any other business is conducted in connection with the premises, except that this restriction does not apply if the premises for which the Class "B" license or permit is issued is connected to premises where other business is conducted by a secondary doorway that serves as a safety exit and is not the primary entrance to the Class "B" premises. No other business may be conducted on premises operating under a Class "B" license or permit. These restrictions do not apply to any of the following:
 - (1) A hotel.
 - (2) A restaurant, whether or not it is a part of or located in any mercantile establishment.
 - (3) A combination grocery store and tavern.
 - (4) A combination sporting goods store and tavern in towns, villages and 4th class cities.
 - (5) A combination novelty store and tavern.
 - (6) A bowling alley or recreation premises.
 - (7) A club, society or lodge that has been in existence for six months or more prior to the date of filing application for the Class "B" license or permit.
- (i) **Class "B" premises and business use.** An applicant seeking issuance or renewal of a Class "B" fermented malt beverage license or "Class B" intoxicating liquor license shall demonstrate that the proposed licensed premises and business operations comply with § 125.32(3m), Wis. Stats., and all other applicable provisions of Chapter 125, Wis. Stats. The Village may require the applicant to provide a floor plan, description of business operations, identification of entrances and exits, identification of adjoining or connected business activities, physical separation from such activities, proposed alcohol service areas, and other information reasonably necessary to determine compliance. The creation or designation of a room, office, counter, bar area, or other portion of an existing business as a separate alcohol service shall not, by itself, establish a separate licensed premises or demonstrate compliance with Chapter 125, Wis Stats.

§ 7-2-8. Investigation of applicant and premises. [Amended by Ord. No. A-713, 5-19-2026]

The Village Clerk shall notify the Chief of Police, Fire Inspector and Building Inspector (and, as appropriate, pertinent law enforcement agencies) of each new application, and these officials shall inspect or cause to be inspected each application and the premises, together with such other investigation as shall be necessary to determine whether the applicant and the premises sought to

be licensed comply with the regulations, ordinances and laws applicable thereto, including those governing sanitation in restaurants, and whether the applicant is a proper recipient of a license. These officials shall furnish to the Village Clerk in writing, who shall forward to the Public Safety Committee, the information derived from such investigation, accompanied by a recommendation as to whether a license should be granted or refused. The Public Safety Committee shall review these recommendations and make its own advisory Committee recommendation to the Village Board. No license shall be renewed without a reinspection of the premises and report as originally required.

§ 7-2-9. Approval or denial. [Ord. No. A-693, 5-21-2024]

- (a) No license shall be granted for operation on any premises or with any equipment if there are delinquent and unpaid taxes, assessments, forfeitures or other financial claims owed to the Village.
- (b) No license shall be issued unless the premises conform to the sanitary, safety and health requirements of the State Building Code, and the regulations of the State Board of Health and local Board of Health applicable to restaurants. The premises must be properly lighted and ventilated, must be equipped with separate sanitary toilet and lavatory facilities equipped with running water for each sex and must conform to all Ordinances of the Village.
- (c) Consideration for the granting or denial of a license will be based on:
 - (1) Arrest and conviction record of the applicant, subject to the limitations imposed by §§ 111.321, 111.322, and 111.335, Wis. Stats.;
 - (2) The financial responsibility of the applicant;
 - (3) The appropriateness of the location and the premises where the licensed business is to be conducted; and
 - (4) Generally, the applicant's fitness for the trust to be reposed.
 - (5) Compliance with all state requirements to operate the business.
- (d) An application may be denied based upon the applicant's arrest and conviction record if the applicant has been convicted of a felony (unless duly pardoned) or if the applicant has habitually been a law offender. For purposes of this licensing procedure, "habitually been a law offender" is generally considered to be an arrest or conviction of at least two offenses which are substantially related to the licensed activity within the five years immediately preceding the license application. Because a license is a privilege, the issuance of which is a right granted solely to the Village Board, the Village Board reserves the right to consider the severity, and facts and circumstances of the offense when making the determination to grant, deny or not renew a license. Further, the Board, at its discretion, may, based upon an arrest or conviction record of two or more offenses which are substantially related to the licensed activity within the five years immediately preceding, act to suspend such license for a period of one year or more.

§ 7-2-10. Hearing; notice of denial; separate license for each room. [Amended by Ord. No. A-713, 5-19-2026]

- (a) Opportunity shall be given by the governing body to any person to be heard for or against the

granting of any license. Upon the approval of the applicant by the Village Board, the Village Clerk shall issue to the applicant a license, upon payment by the applicant of the license fee to the Village. The full license fee shall be charged for the whole or fraction of any year.

- (b) If the Village Board denies the license, the applicant shall be notified in writing, by registered mail or personal service, of the reasons for the denial. The notice shall also inform the applicant of the opportunity to appear before the Village Board and to provide evidence as to why the denial should be reversed. In addition, the notice shall inform the applicant that the reconsideration of the application shall be held in closed session, pursuant to § 19.85(1)(b), Wis. Stats., unless the applicant requests such reconsideration be held in open session.. Such written notice shall be mailed or served upon the applicant at least 10 days prior to the Village Board meeting at which the application is to be reconsidered.
- (c) A separate license shall be required for each stand, place, room or enclosure or for each suite of rooms or enclosures which are in direct connection or communication where intoxicating liquor or fermented malt beverages are kept, sold or offered for sale; and no license shall be issued to any person, firm, partnership, corporation or association for the purpose of possessing, selling or offering for sale any intoxicating liquor or fermented malt beverage in any dwelling house, flat or residential apartment.

§ 7-2-11. Transferability. [Amended by Ord. No. A-713, 5-19-2026]

- (a) In accordance with the provisions of § 125.04(12), Wis. Stats., a license shall be transferable from one premises to another if such transfer is first approved by the Village Board. An application for transfer shall be made on a form furnished by the Village Clerk. Proceedings for such transfer shall be had in the same form and manner as the original application. The fee for such transfer is \$10. Whenever a license is transferred, the Village Clerk shall forthwith notify the Wisconsin Department of Revenue of such transfer. In the event of the sale of a business or business premises of the Licensee, the purchaser of such business or business premises must apply to the Village for reissuance of said license and the Village, as the licensing authority, shall in no way be bound to reissue said license to said subsequent purchaser.
- (b) Whenever the agent of a corporate holder of a license is for any reason replaced, the Licensee shall give the Village Clerk written notice of said replacement, the reasons therefor and the new appointment. Until the next regular meeting or special meeting of the Village Board, the successor agent shall have the authority to perform the functions and be charged with the duties of the original agent. However, said license shall cease to be in effect upon receipt by the Village Clerk of notice of disapproval of the successor agent by the Wisconsin Department of Revenue or other peace officer of the municipality in which the license was issued. The corporation's license shall not be in force after receipt of such notice or after a regular or special meeting of the Village Board until the successor agent or another qualified agent is appointed and approved by the Village.

§ 7-2-12. Information required on license. [Amended by Ord. No. A-713, 5-19-2026]

All licenses shall be numbered in the order in which they are issued and shall state clearly the specific premises for which granted, the date of issuance, the fee paid and the name of the Licensee. The Village Clerk shall affix to the license his affidavit as provided by § 125.04(4) of the Wisconsin Statutes.

§ 7-2-13. Display of license.

- (a) Every person licensed in accordance with the provisions of this Chapter shall immediately post such license and keep the same posted while in force in a conspicuous place in the room or place where said beverages are drawn or removed for service or sale.
- (b) It shall be unlawful for any person to post such license or to be permitted to post it upon premises other than those mentioned in the application or knowingly to deface or destroy such license.

§ 7-2-14. Licenses subject to conditions.

All retail Class "A", Class "B", "Class A", "Class B" and "Class C" licenses granted hereunder shall be granted subject to the following conditions, and all other conditions of this Section, and subject to all other Ordinances and regulations of the Village applicable thereto.

- (a) Consent to entry. Every applicant procuring a license thereby consents to the entry of law enforcement authorities or duly authorized representatives of the Village at all reasonable hours for the purpose of inspection and search, and consents to the removal from said premises of all things and articles there had in violation of Village Ordinances or state laws, and consents to the introduction of such things and articles in evidence in any prosecution that may be brought for such offenses.
- (b) Employment of minors. No retail "Class B" or Class "B" licenses shall employ any underage person, as defined in the Wisconsin Statutes, but this shall not apply to hotels and restaurants. Family members may work on the licensed premises but are not permitted to sell or dispense alcoholic beverages.
- (c) Disorderly conduct prohibited. Each licensed premises shall, at all times, be conducted in an orderly manner, and no disorderly, riotous or indecent conduct shall be allowed at any time on any licensed premises.
- (d) Licensed operator on premises. There shall be upon premises operated under a "Class B", Class "B", or "Class C" license, at all times, the Licensee, members of the Licensee's immediate family who have attained the legal drinking age, and/or some person who shall have an operator's license and who shall be responsible for the acts of all persons serving as waiters, or in any other manner, any fermented malt beverages to customers. No person other than the Licensee shall serve fermented malt beverages in any place operated under a "Class B", Class "B", or "Class C" license unless he possesses an operator's license, or there is a person with an operator's license upon said premises at the time of such service.
- (e) Health and sanitation regulations. The rules and regulations of the State Board of Health governing sanitation in restaurants shall apply to all "Class B" liquor or "Class C" licenses issued under this Chapter. No "Class B" or "Class C" license shall be issued unless the premises to be licensed conform to such rules and regulations.
- (f) Restrictions near schools and churches. No retail Class "A", Class "B", "Class A" or "Class B" license shall be issued for premises, the main entrance of which is less than 300 feet from the main entrance of any established public school, parochial school, hospital or church. Such distance shall be measured by the shortest route along the highway from the closest point of the maintenance entrance of such school, church or hospital to the main entrance to such premises. This Subsection shall not apply to premises licensed as such on June 30, 1947, nor

shall it apply to any premises licensed as such prior to the occupation of real property within 300 feet thereof by any school building, hospital building or church building.

- (g) Clubs. No club shall sell or give away any intoxicating liquors except to bona fide members and guests invited by members.
- (h) Gambling prohibited. Except as authorized by state law, no gambling or game of chance of any sort shall be permitted in any form upon any premises licensed under this Chapter or the laws of the State of Wisconsin.
- (i) Credit prohibited. No retail Class "A", Class "B", "Class A", "Class B", or "Class C" liquor, wine, or fermented malt beverage Licensee shall sell or offer for sale any alcohol beverage to any person or persons by extending credit, except hotel credit extended to a resident guest or a club to a bona fide member. It shall be unlawful for such Licensee or permittee to sell alcohol beverages to any person on a passbook or store order or to receive from any person any goods, ware, merchandise or other articles in exchange for alcohol beverages.
- (j) Licensee or permittee responsible for acts of help. A violation of this Chapter by a duly authorized agent or employee of a Licensee or permittee under this Chapter shall constitute a violation by the Licensee or permittee. Whenever any Licensee or permittee under this Chapter shall violate any portion of this Chapter, proceedings for the suspension or revocation of the license or permit of the holder thereof may be instituted in the manner prescribed in this Chapter.
- (k) Multiple licensed premises, where two or more alcohol beverage licenses are issued on the same parcel, within the same building, or under common ownership, each licensed premises shall be operated as a separate and distinct licensed establishment and shall independently comply with all applicable provisions of this Chapter and Chapter 125, Wisconsin Statutes.
 - (1) Alcohol beverages shall not be transferred, shared, exchanged, borrowed, or otherwise moved between separately licensed premises except as authorized by Wisconsin Statutes.
 - (2) Each licensed premises shall maintain separate alcohol inventory and shall not commingle inventory with any other licensed premises except as authorized by Wisconsin Statutes.
 - (3) Alcohol inventory for each licensed premises shall be stored separately or otherwise clearly identified and segregated so that inventory can be readily identified as belonging to the applicable licensed premises.
 - (4) Each licensed premises shall maintain purchase records, invoices, inventory records, and sales records sufficient to demonstrate that alcohol beverages are purchased, received, stored, possessed, dispensed and sold only from the licensed premises authorized under the applicable alcohol beverage license.
 - (5) Records required under this subsection shall be maintained for a minimum of two (2) years and shall be made available for inspection upon request by the Village Clerk, Police Department, or other authorized enforcement officials. Records maintained at another location shall be produced immediately upon request during normal business hours or within forty-eight (48) hours unless a longer period is authorized by the Village.
 - (6) A violation of this subsection may constitute grounds for suspension, revocation, or nonrenewal of one or more alcohol beverage licenses held by the licensee.
 - (7) Nothing in this subsection shall be construed to prohibit a person from holding more than one alcohol beverage license on the same parcel where otherwise permitted by Wisconsin Statutes and Village Ordinances, provided each licensed premises complies

- with this subsection. These requirements shall apply equally to year-round businesses and businesses designated by the Village as Seasonal Alcohol Beverage Establishments
- (8) The Village Clerk, Police Department, or other authorized enforcement official may require the licensee to demonstrate compliance with this subsection during any inspection or investigation.
- (9) Failure to maintain inventory or records in a manner that reasonably demonstrates compliance with this subsection shall constitute prima facie evidence of noncompliance.

§ 7-2-15. Closing hours; carryout hours. [Amended by Ord. No. A-713, 5-19-2026]

Closing hours shall be established in conformance with § 125.32(3), Wis. Stats., and further restricted as follows:

- (a) Class "B" licenses.
- (1) No premises for which a retail "Class B" liquor, Class "B" fermented malt beverage, or "Class C" wine license has been issued shall be permitted to remain open for the sale of liquor or fermented malt beverages or for any other purpose between the hours of 2:00 a.m. and 6:00 a.m., Monday through Friday, and 2:30 a.m. and 6:00 a.m., Saturday and Sunday. There shall be no closing hours on January 1st.
 - (2) Hotels and restaurants, the principal business of which is the furnishing of food or lodging to patrons, bowling alleys, indoor horseshoe-pitching facilities, curling clubs, golf courses and golf clubhouses may remain open for the conduct of their regular business but shall not sell liquor or malt beverages during the closing hours of Subsection (a)(1) above.
- (b) Carryout hours. Between 9:00 p.m. and 8:00 a.m., no person may sell, remove, carry out or permit to be removed or carried out from any premises having a "Class A" liquor license or between 12:00 midnight and 6:00 a.m., no person may sell, remove, carry out or permit to be removed or carried out from any premises having a Class "A" fermented malt beverage license, in original unopened packages, containers or bottles or for consumption away from the premises.

§ 7-2-16. Temporary licenses; requirements.

It shall be unlawful for any person or organization on a temporary basis to sell or offer to sell any alcohol beverage upon any Village-owned property or privately-owned property within the Village of Somerset, except through the issuance of a Temporary Class "B" Fermented Malt Beverage License or Temporary "Class B" Wine License issued by the Village Board in accordance with Wisconsin Statutes and as set forth in this Section. A Temporary Class "B" Fermented Malt Beverage License or Temporary "Class B" Wine License authorizing the sale and consumption of beer and/or wine on Village-owned property or privately owned property may be authorized by the Village Board provided the following requirements are met:

- (a) Compliance with eligibility standards. The organization shall meet the eligibility requirements of a bona fide club, association, lodge or society as set forth in § 125.26(6), Wis. Stats., and shall fully comply with the requirements of this Section and Section 11-4-1. Members of an organization which is issued a temporary license and who are issued operator's licenses for the event may be required to attend a pre-event informational meeting to learn what rules and regulations apply and what the responsibilities of the bartenders and organization will be.
- (b) Posting of signs and licenses. All organizations issued a temporary license shall post in a conspicuous location at the main point of sale and at all remote points of sale a sufficient number of signs stating that no fermented malt beverage shall be served to any underage person without proper identification.
- (c) Fencing.
 - (1) If necessary due to the physical characteristics of the site, the Village Board may require that organizations install a double fence around the main point of sale to control ingress and egress and continually station a licensed operator, security guard or other competent person at the entrance for the purpose of checking age identification. Where possible, there shall be only one point of ingress and egress. When required, the double fence shall be a minimum of four feet high and a minimum of six feet between fences.
 - (2) For indoor events, the structure used shall have suitable exits and open spaces to accommodate anticipated attendance. It should contain adequate sanitary facilities to accommodate the size of the group.
- (d) Underage persons prohibited. No underage persons as defined by the Wisconsin Statutes shall be allowed to assist in the sale of fermented malt beverages or wine at any point of sale, nor shall they be allowed to loiter or linger in the area of any point of sale.
- (e) Licensed operators requirement. A licensed operator shall be stationed at all points of sales at all times.
- (f) Waiver. The Village Board may waive or modify the requirements of this Section due to the physical characteristics of the licensed site.
- (g) Insurance. The applicant for a temporary fermented malt beverage or wine license may be required to indemnify, defend and hold the Village and its employees and agents harmless against all claims, 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 license, the applicant may be required to furnish a Certificate of Comprehensive General Liability insurance with the Village of Somerset. The applicant may be required to furnish a performance bond prior to being granted the license.

§ 7-2-17. Revocation and suspension; demerit point system.

- (a) Procedure. Whenever the holder of any license under this Chapter violates any portion of this Chapter or Title 11, Chapter 4, of this Code of Ordinances, proceedings for the revocation of such license may be instituted in the manner and under the procedure established by this Section.
- (b) Abandonment of premises. Any person holding an alcohol beverage license issued by the Village who abandons the licensed business shall forfeit any right or preference to the renewal or continuation of that license. Abandonment shall constitute grounds for suspension, revocation, or nonrenewal of the license following notice and an opportunity to be heard in accordance with Wisconsin Statutes.
 - (1) Failure to actively operate the licensed business for a period of twelve (12) consecutive months shall constitute prima facie evidence of abandonment unless the Village Board finds that good cause exists to extend such period. Good cause may include, but is not limited to, fire, flood, remodeling, construction delays, litigation, business transfer, acts of God, or other circumstances beyond the control of the license holder.
 - (2) Each alcohol beverage license for which a quota exists under Wisconsin law shall be actively operated for a minimum of one hundred fifty (150) days during each annual license period. A day of operation shall mean a day during which the licensed premises is open for business and operating consistent with the normal business purpose of the licensed establishment and alcohol beverages are lawfully sold or served pursuant to the privileges granted by the alcohol beverage license. Operation may include service to the customers, patrons, private events, or invited guests, as applicable to the licensed business. Only days meeting the requirements of this subsection shall be considered days of operation for purposes of satisfying the minimum one hundred fifty (150) day operating requirement.
 - (3) The Village Board may designate a licensed business as a Seasonal Alcohol Beverage Establishment, as defined in § 7-2-2, or grant a written waiver from the one hundred fifty (150) day operating requirement upon finding good cause. The burden of demonstrating eligibility for a Seasonal Alcohol Beverage Establishment designation or waiver shall be the responsibility of the license holder. Any designation or waiver granted pursuant to this subsection shall expire upon the annual renewal of the alcohol beverage license unless renewed by the Village Board. The Village Board may impose reasonable conditions upon any designation or waiver granted under this subsection. In determining whether a Seasonal Alcohol Beverage Establishment designation or waiver is warranted, the Village Board may consider:
 - a. The nature of the business and whether its operations are customarily seasonal.
 - b. The establishment's actual operating history, including the number of days alcohol beverages were lawfully sold or served.
 - c. Scheduled events, reservations, or other documented business activities for the upcoming license period.
 - d. Evidence that the business remains active and intends to continue operating.

- e. The reason the establishment cannot reasonably satisfy the minimum operating requirement.
- f. Any previous seasonal designations, waivers, or conditions granted by the Village Board.

(4) Failure to satisfy the operating requirements of this subsection shall constitute grounds for suspension, revocation, or nonrenewal of the alcohol beverage license.

~~Any Licensee holding a license to sell alcohol beverages who abandons such business shall forfeit any right or preference he may have to the holding of or renewal of such license. Abandonment shall be sufficient grounds for revocation of any alcohol beverage license. The losing of the licensed premises for at least six months shall be prima facie evidence of the abandonment, unless extended by the Village Board. All persons issued a license to sell alcohol beverages in the Village for which a quota exists limiting the number of such licenses that may be issued by the Village shall cause such business described in such license to be operated on the premises described in such license for at least 150 days during the terms of such license, unless such license is issued for a term of less than 180 days, in which event this Subsection shall not apply.~~

- (c) License revocation or suspension. License revocation or suspension procedures shall be as prescribed by Chapter 125, Wis. Stats.
- (d) Point values for alcohol beverages violation, revocations and suspensions.
 - (1) Purpose and definitions. The purpose of this Subsection is to administratively interpret those portions of this Chapter relating to the establishment of an alcohol beverage demerit point system to assist in determining which license holders should be subject to suspension or revocation procedures.
 - (2) Point schedule. The scale of demerit points is listed according to the type of alcohol beverage violation. This demerit point system is used to identify habitually troublesome license holders who have repeatedly violated state statutes and Village Ordinances for the purpose of recommending suspension or revocation of their alcohol beverage licenses.

Type of Violation		Point Value
1.	Sale of alcohol beverages without license or permit; sale, distribution or possession of controlled substances on licensed premises	100
2.	Sale of alcohol beverages to underage person	50
3.	Sale of alcohol beverages to intoxicated person	50
4.	Underage person on premises	50
5.	Intoxicated bartender; disorderly conduct on premises	50
6.	After hours consumption	50
7.	Refusal to allow police to search premises or refusal to cooperate with lawful police investigation	50
8.	Licensee, agent or operator not on premises at all times	25

Type of Violation	Point Value
9. Persons on premises after closing hours	25
10. Violations of carry-out hours	25
11. Licensee permitting person to leave licensed premises with open alcohol beverage	25
12. All other violations of this Chapter	25

- (3) Violations how calculated. In determining the accumulated demerit points against a licensee within 12 months, the Village shall use the date each violation was committed as the basis for the determination.
- (4) Suspension or revocation of license.
- The Village Board shall call before it for purposes of revocation or suspension hearing all licensees who have accumulated 200 points in a twelve-month period as a result of court imposed convictions.
 - If the demerit point accumulation calculated from the date of violation amounts to 200 points in a twelve-month period, a suspension of 30 days shall be imposed. If the demerit point accumulation is 250 points (calculated from the date of violation) in a twenty-four-month period, a suspension of 60 days shall be imposed. If the demerit point accumulation in a thirty-six-month period is 300 points, the suspension shall be for the maximum allowed by law, which is 90 days. If the license is revoked no other license shall be granted to such licensee or for such premises for a period of 12 months from the date of revocation.
 - The procedure to be used for suspension or revocation shall be that found in Subsection (c) above.

§ 7-2-18. Events involving underage persons.

The presence of underage persons on a licensed premises within the Village of Somerset shall only be allowed by compliance with either of the following two procedures:

- (a) Pursuant to § 125.07(3)(a)(10); Wis. Stats.:
- The Licensee or agent of a corporate Licensee shall notify the Village Office at least 48 hours in advance of the date of any event at which underage persons will be present on the licensed premises. Each such non-alcohol event notice shall specify the date(s) on which the event is to occur and the time(s) of commencement. All notices shall be filed with the Village Office during normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday) and shall be given on forms prescribed by the Village. After a non-alcohol event notice has been given, the Licensee may cancel an event(s) only by giving like notice to the Village Office in accordance with the provisions of this Subsection. Regardless of the date given, all notices shall expire and be deemed cancelled no later than the date of expiration or revocation of the applicable retail Class "B", "Class B" or "Class C" license.

- (2) During the period of any non-alcohol event a notice card prescribed by the Village Office shall be posted at all public entrances to the licensed premises notifying the general public that no alcohol beverages may be consumed, sold or given away on or carried into the licensed premises during the event. Such notice cards shall be made available by the Village to a requesting Licensee.
 - (3) Once a non-alcohol event has commenced, no alcohol beverages may be consumed, sold or given away on or carried into the licensed premises one hour before and one hour after the on-alcohol event.
 - (4) During the period of any non-alcohol event all alcohol beverages shall be stored in a locked portion of the licensed premises in a secure place out of the sight and physical reach of any patron present and shall be under the direct and immediate control and supervision of the Licensee or a licensed bartender in the employ of the Licensee. All beer taps and automatic dispensers of alcohol beverages ("speed guns") shall be either disconnected, disabled or made inoperable.
- (b) Pursuant to § 125.07(3)(a)(8), Wis. Stats.:
- (1) The Licensee or agent of a corporate Licensee of a Class "B" or a "Class B" licensed premise shall file an application with the Village Office at least seven days in advance of the date of any event at which underage persons will be present on the licensed premises. Each such non-alcohol event application shall specify the date(s) on which the event is to occur and the time(s) of commencement. All notices shall be filed with the Village Office during normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday) and shall be given on forms prescribed by the Village. Such application shall contain a diagram of the entire premises showing the location of the separate room, as well as the separate entrance and exit and rest room facilities required in Subsection (b)(3) below.
 - (2) The Village Police Department shall review each application and shall determine whether to approve it. Before approving such application, the Police Department shall make a determination that the presence of underage persons on the licensed premises will not endanger their health, welfare or safety or that of other members of the community. If the application is approved, the Police Department shall issue a written authorization permitting the presence of underage persons on the Class "B" or "Class B" licensed premise for the date specified. The Licensee or agent of a corporate Licensee shall obtain a separate authorization for each date on which underage persons will be present on the premises.
 - (3) Authorizations pursuant to this Subsection (b)(2) shall only be issued to Class "B" or "Class B" premises having a room separate from any room in which alcohol beverages are sold or served and only if no alcohol beverages are furnished or consumed by any person in the room in which underage persons are present and in which the presence is authorized pursuant to this Subsection. This separate room in which the presence of underage persons is to occur shall have its own entrance and exit to the outside as well as its own rest room facilities separate and distinct from the entrance and exit and rest room facilities for the portion of the licensed premises in which alcohol is sold and consumed.

§ 7-2-19. Outdoor beer gardens and sports activities; restrictions. [Ord. No. A-553, 4-22-2007; amended by Ord. No. A-713, 5-19-2026]

- (a) Purpose. The Village Board finds that restrictions are necessary for outdoor beer gardens and sports activities at premises holding "Class B" and Class "B" liquor and fermented malt beverages licenses due to concerns arising from noise, density and related problems. This Section enacted pursuant to police power provides a framework for regulatory controls on such outdoor sports and beer garden activities.
- (b) Approval required.
 - (1) Generally. No Licensee shall conduct or sponsor any outdoor sports activity or event or beer garden on property forming any part of the real property on which the licensed premises exist without the prior approval of the Village Board.
 - (2) Permit required for beer garden outdoor consumption. No licensee shall permit the consumption of alcohol beverages on any part of the licensed premises not enclosed within the building, except under a beer garden permit granted by the Village Board. The permits are a privilege in which no rights vest and, therefore, may be revoked by the Village Board at its pleasure at any time or shall otherwise expire on June 30 of each year. No person shall consume or have in his or her possession alcohol beverages on any unenclosed part of a licensed premises which is not described in a valid beer garden permit.
- (c) Application. If a Licensee shall conduct or sponsor any outdoor sports activity or event or beer garden on the Licensee's property, the Licensee shall file an application with the Clerk setting forth the following information:
 - (1) The name, address and telephone number of the person or persons who will be responsible for the actual conduct of the activity or event;
 - (2) The date and duration of time for the proposed activity or event;
 - (3) An accurate description of that portion of the Licensee's property proposed to be used;
 - (4) A good faith estimate of the number of users, participants and spectators for the beer garden or proposed activity or event; and
 - (5) The Licensee's plan for maintaining the cleanliness of the licensed area.
- (d) Time for filing. The Licensee shall file the application not less than 15 days before the date of the proposed activity or event. The Village Board may waive the fifteen-day time limit upon a Licensee's showing of exigent circumstances. The application shall be accompanied by payment of a fee of \$20 for review of the application. The applicant may request that an annual permit be issued for the beer garden or outdoor sports activities.
- (e) Review. The Village Board shall review the applications in light of the standards of this Section. If the nature of the property or the event requires the imposition of additional regulations, the Village Board may impose these regulations upon an express finding detailing the reasons for additional regulation. All property owners within 150 feet of the proposed beer garden or outside sports facility shall be notified of the pendency of

application for a permit by first-class mail.

- (f) Outdoor sports activity standards. The following standards shall apply to any outdoor sports activity regulated under this Section:
- (1) Approval of an application shall not act to permit outdoor consumption of alcohol beverages on the property beyond the area specifically licensed.
 - (2) If the estimated number of participants and spectators shall bring the number of persons on the property above the number for which licensed premises' restroom facilities are rated adequate, the Licensee shall provide a number of portable temporary restrooms sufficient to serve the estimated number of persons.
 - (3) The Village Board shall not grant approval to any applicant whose property on which the activity or event is proposed is adjacent to any property zoned residential, or within 100 feet of any property zoned residential. **If necessary, due to the physical characteristics of the site, the Village Board may require fencing in accordance with Subsection (g).**
 - (4) The applicant shall provide parking adequate for the proposed activity or event, whether on-site or through agreements with property owners shown to the Village Board's satisfaction to permit their property to be used for parking for the proposed activity or event.
 - (5) The applicant shall show the Village Board plans adequate to provide reasonable access to participants and spectators for the event, and to limit access for all other persons.
 - (6) The Licensee shall clean up all garbage and debris relating to the activity or event at least once per twenty-four (24) hours during the activity or event.
 - (7) The Licensee shall not permit the noise level of the sports activity or event to exceed 75 dB, measured at any border of the Licensee's real property.
- (g) Limitations on issuance of beer garden permits. No permit shall be issued for a beer garden if any part of the beer garden is within 100 feet of a structure used for residential purposes, except residential uses located in the same structure as the licensed premises. No permit shall be issued for a beer garden if the beer garden area is greater than 50% of the gross area of the adjoining licensed premises unless the beer garden is 600 feet or greater from a structure used for residential purposes. Each applicant for a beer garden permit shall accurately describe the area intended for use as a beer garden and shall indicate the nature of fencing or other measures intended to provide control over the operation of the beer garden. **If necessary, due to the physical characteristics of the site, the Village Board may require that the applicant install a double fence around the main point of sale to control ingress and egress and continually station a licensed operator, security guard or other competent person at the entrance for the purpose of checking age identification. Where possible, there shall be only one point of ingress and egress. When required, the double fence shall be a minimum of four feet high and a minimum of six feet between fences.** No amplified sound or music is permitted outside the enclosed (building) premises if any part of the beer garden is six hundred feet or ~~greater~~ **less than** from a structure used for residential purposes. There shall be a licensed operator with the beer garden at all times the beer garden is in operation.
- (h) State statutes enforced within beer garden. Every permittee under this Section shall comply

with and enforce all provisions of Chapter 125, Wis. Stats., applicable to Class "B" licensed premises, except insofar as such provisions are clearly inapplicable. Violation of the provisions of Chapter 125, Wis. Stats., shall be grounds for immediate revocation of the outdoor sports activity or beer garden permit by the Village Board.

- (i) Violations. Failure of the Licensee to comply with any of the provisions of this Section shall be grounds for suspension, nonrenewal or revocation of the Licensee's alcohol beverage license or licenses.

§ 7-2-20. through § 7-2-29. (Reserved)

Article B
Operator's License

§ 7-2-30. Required.

- (a) Operator's licenses; Class "A", Class "B" or "Class C" premises. Except as provided under §§ 125.32(3)(b) and 125.07(3)(a)10, Wis. Stats., no premises operated under a Class "A", Class "B", or "Class C" license or permit may be open for business unless there is upon the premises the Licensee or permittee, the agent named in the license or permit if the Licensee or permittee is a corporation, or some person who has an operator's license and who is responsible for the acts of all persons serving any fermented malt beverages to customers. An operator's license issued in respect to a vessel under § 125.27(2), Wis. Stats., is valid outside the municipality that issues it. For the purpose of this Section, any person holding a manager's license under § 125.18, Wis. Stats., or any member of the Licensee's or permittee's immediate family who has attained the age of 18, shall be considered the holder of an operator's license. No person, including a member of the Licensee's or permittee's immediate family, other than the Licensee, permittee or agent, may serve fermented malt beverages in any place operated under a Class "A", Class "B", or "Class C" license or permit unless he or she has an operator's license or is at least 18 years of age and is under the immediate supervision of the Licensee, permittee, agent or a person holding an operator's license, who is on the premises at the time of the service.
- (b) Use by another prohibited.
- (1) No person may allow another to use his or her Class "A" or Class "B" license or permit to sell alcohol beverages.
- (2) The license or permit of a person who violates Subsection (b)(1) above shall be revoked.

§ 7-2-31. Application; investigation. [Ord. No. A-602, 2-21-2012; amended by Ord. No. A-713, 5-19-2026]

- (a) The Village Clerk may issue an operator's license, which license shall be granted only upon application in writing on forms to be obtained from the Village Clerk only to persons 18 years of age or older. Operator's licenses shall be operative only within the limits of the Village.
- (b) All applications are subject to an investigation by the Chief of Police or designee to determine whether the applicant and/or premises to be licensed complies with all regulations, ordinances and laws applicable thereto. The investigating authority shall conduct an investigation of the applicant including, but not limited to, requesting information from the State, surrounding municipalities, and/or any community where the applicant has previously resided concerning the applicant's arrest and conviction record. Based upon such investigation, the investigating authority shall recommend, in writing, to the Village Clerk approval or denial of the application. If the investigating authority recommends denial, the investigating authority shall provide, in writing, the reasons for such recommendation.

§ 7-2-32. Expiration date.

Licenses issued under the provisions of this Chapter shall be valid for a period of one year and shall expire on the 30th day of June.

§ 7-2-33. Fee; provisional and temporary licenses.

- (a) Fee. The fee for an operator's license shall be specified in the Village of Somerset Fee Schedule.
- (b) Provisional license. The Public Safety Committee may issue provisional operator's licenses in accordance with § 125.17(5), Wis. Stats. The provisional operator's license shall expire 60 days after its issuance or when an operator's license is issued to the holder, whichever is sooner. The Chief of Police shall submit to the Public Safety Committee a report regarding the applicant's conviction history, if any. The applicant for such provisional license must present evidence to the Public Safety Committee establishing that the applicant is enrolled in an Alcohol Awareness Training Program established pursuant to § 125.17(a), Wis. Stats. The Public Safety Committee may, upon receiving an application for a temporary provisional license, issue such a license without requiring the successful completion of the approved program as described herein. However, such temporary license shall be used only for the purpose of allowing such applicant the privilege of being licensed as a beverage operator pending his/her successful completion of the approved program, and the applicant shall also apply for a regular operator's license. No such Provisional Operators License shall be issued prior to a waiting period of less than 96 hours (four days), and the completion of a background check subject to limitations established by law. A provisional license may not be issued to any person who has been denied an operator's license by the Public Safety Committee, who has had his/her operator's license revoked or suspended within the preceding 12 months, or who previously held an operator's license and who failed to complete the Alcohol Awareness Training Program without first successfully completing the program. The Public Safety Committee shall provide an appropriate application form to be completed in full by the applicant. The Public Safety Committee may revoke the provisional license issued if it discovers that the holder of the license made a false statement on the application. A provisional license shall not be renewed.
- (c) Temporary license. The Public Safety Committee may issue a temporary operator's license provided that:
 - (1) This license may be issued only to operators employed by, or donating their services to, nonprofit corporations.
 - (2) No person may hold more than one license of this kind per year.
 - (3) The license is valid for any period from one day to 14 days, and the period for which it is valid shall be stated on the license.

§ 7-2-34. Considerations for issuance or denial. [Ord. No. A-602, 2-21-2012; amended by Ord. No. A-713, 5-19-2026]

- (a) After the Police Chief approves the granting of an operator's license, the Village Clerk shall

issue the license. Such licenses shall be issued and numbered in the order they are granted and shall give the applicant's name and address and the date of the expiration of such license.

- (b) (1) If the application is denied by the Police Chief, the Village Clerk shall, in writing, inform the applicant of the denial, the reasons therefore, and of the opportunity to request a reconsideration of the application by the Village Board in an open session. Such notice must be sent by registered mail to, or served upon, the applicant at least 10 days prior to the Board's reconsideration of the matter. At such reconsideration hearing, the applicant may present evidence and testimony as to why the license should be granted.
- (2) If, upon reconsideration, the Board denies the application, the Village Clerk shall notify the applicant in writing of the reasons therefor. An applicant who is denied any license upon reconsideration of the matter, may apply to Circuit Court pursuant to § 125.12(2)(d), Wis. Stats., for review.
- (c) (1) Consideration for the granting or denial of a license will be based on:
 - a. Arrest and conviction record of the applicant, subject to the limitations imposed by §§ 111.321, 111.322, and 111.335, Wis. Stats.;
 - b. The financial responsibility of the applicant;
 - c. The appropriateness of the location and the premises where the licensed business is to be conducted; and
 - d. Generally, the applicant's fitness for the trust to be reposed.
 - e. Compliance with all Chapter 125 requirements.
- (2) If a Licensee is convicted of an offense substantially related to the licensed activity, the Village Board may act to revoke or suspend the license.
- (d) An application may be denied based upon the applicant's arrest and conviction record if the applicant has been convicted of a felony (unless duly pardoned) or if the applicant has habitually been a law offender. For purposes of this licensing procedure, "habitually been a law offender" is generally considered to be an arrest or conviction of at least two offenses which are substantially related to the licensed activity within the five years immediately preceding the license application. Because a license is a privilege, the issuance of which is a right granted to the Chief of Police and Village Clerk, the Chief of Police reserves the right to consider the severity, and facts and circumstances of the offense when making the determination to grant, deny or not renew a license. Further, the Village Board, at its discretion, may, based upon an arrest or conviction record of two or more offenses which are substantially related to the licensed activity within the five years immediately preceding, act to suspend such license for a period of one year.

§ 7-2-35. Applicant to complete training course. [Ord. No. A-602, 2-21-2012]

- (a) Except as provided in Subsection (b) below, the Village Clerk may not issue an operator's license unless the applicant has successfully completed a responsible beverage server training course at any location that is offered by a vocational, technical and adult education district and that conforms to curriculum guidelines specified by the board of vocational, technical and adult education or a comparable training course that is approved by the

educational approval board or unless the applicant fulfills one of the following requirements:

- (1) The person is renewing an operator's license.
 - (2) Within the past two years, the person held a Class "A", Class "B", "Class A", "Class B", or "Class C" license or permit or a manager's or operator's license.
 - (3) Within the past two years, the person has completed such a training course.
- (b) The Village Board may issue a provisional operator's license to a person who is enrolled in a training course under Subsection (a) above and shall revoke that license if the applicant fails successfully to complete the course in which he or she enrolls.

§ 7-2-36. Posting or carrying of license.

Each license issued under the provisions of this Chapter shall be posted on the premises whenever the operator dispenses beverages or be in his/her possession, or carry a license card.

§ 7-2-37. Revocation.

Violation of any of the terms or provisions of the State law or of this Chapter relating to operator's licenses by any person holding such operator's license shall be cause for revocation of the license.

§ 7-2-38. Alcohol Service Personnel Registration.

(a) Purpose.

The purpose of this section is to assist the Village in administering and enforcing Chapter 125, Wisconsin Statutes, and this Chapter by maintaining current records of individuals who sell, serve, dispense, or supervise the service of alcohol beverages upon licensed premises.

(b) Registration Required.

Each holder of a retail alcohol beverage license issued by the Village shall maintain an Alcohol Service Personnel Roster and shall file the roster with the Village Clerk.

The roster shall include every individual who sells, serves, dispenses, or supervises the service of alcohol beverages upon the licensed premises, including bartenders, servers, managers, and other employees whose duties include the service or supervision of alcohol beverages.

(c) Information Required.

The roster shall include:

- (1) Employee name;
- (2) Date of hire;
- (3) Position or job title;
- (4) Operator's License number, if applicable;
- (5) Municipality issuing the Operator's License, if applicable;

(6) Responsible Beverage Server Training completion date, if applicable;

(7) A copy of the Responsible Beverage Server Training certificate, if required by Wisconsin Statutes.

(d) Roster Updates.

An initial roster shall be submitted with each annual alcohol beverage license renewal.

License holders shall submit an updated roster to the Village Clerk within thirty (30) days after:

(1) hiring a new employee whose duties include alcohol service;

(2) terminating such an employee; or

(3) any change affecting the information contained on the roster.

(e) Availability for Inspection.

The roster shall be maintained upon the licensed premises and shall be made available upon request to the Village Clerk, Police Department, or other authorized enforcement official.

(f) Responsibility of License Holder.

The alcohol beverage license holder shall be responsible for ensuring that all persons serving or supervising the service of alcohol beverages are authorized to do so under Wisconsin Statutes and are included on the Alcohol Service Personnel Roster.

(g) Violation.

Failure to maintain or timely update the Alcohol Service Personnel Roster may constitute grounds for suspension, revocation, or nonrenewal of the alcohol beverage license.

§ 7-2-39. (Reserved)

Article C
Penalties

§ 7-2-40. Penalties for violations of chapter.

- (a) Forfeitures for violations of §§ 125.07(1)-(5) and 125.09(2), Wis. Stats., adopted by reference in Section 7-2-1 of the Code of Ordinances of the Village of Somerset, shall conform to the forfeiture penalty permitted to be imposed for violations of the comparable State Statute, including any variations or increases for subsequent offenses.
- (b) Any person who shall violate any provision of this Chapter of the Code of Ordinances of the Village of Somerset, except as otherwise provided in Subsection (a) herein or who shall conduct any activity or make any sale for which a license is required without a license, shall be subject to a forfeiture as provided in the general penalty section of this Code of the Village of Somerset.
- (c) Nothing herein shall preclude or affect the power of the sentencing court to exercise additional authorities granted by the Wisconsin Statutes.

§ 7-2-41. Severability. If any provisions of this Ordinance or any application of this Ordinance to any person or circumstance is found to be invalid or unconstitutional, such a finding shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or applications.

Adopted by the Village Board on _____, 2026.

VILLAGE OF SOMERSET

By: _____
Donnie Kern, Village President

Attest: _____
Andrea Otto, Deputy Village Clerk

Published: _____, 2026.

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