

VILLAGE OF PARDEEVILLE
REVISED PARDEEVILLE VILLAGE BOARD AGENDA
Village Hall – 114 Lake Street, Pardeeville
Tuesday, October 4th, 2022 at 6:30 p.m.

- I. Call to Order
- II. Roll Call
- III. Verification of posting of Agenda
- IV. Pledge of Allegiance
- V. Agenda Approval
- VI. Minutes Approval
- VII. Comments from the Floor
- VIII. Communications & Reports
 - 1. Ordinance Violation Report
 - 2. Administrator/DPW Report
 - 3. Committee minutes
- IX. OLD BUSINESS
 - A. IKWE – Update on Senior Living Center
- X. NEW BUSINESS
 - A. Contract review – Brad Cook
 - B. Award Contract – LaFollette St. Area Development
 - C. Special event application – Chandler Park Holiday Lights
 - D. Library funds/billing - handled at Village
 - E. Hwy 22 – Gerke Pay Request, error on tabulation
 - F. Ord 6-24: Animals at Large Prohibited
 - a. Additional Language added to the Ord.
 - G. Ord. 2022-21: Repeal and Recreate Certain Provisions of Chapter 6 - Animals
 - H. Rate Increase, Sewer Utility; Recommendation from Public Utility Commission
 - I. Simplified Rate Increase, Water Utility Recommendation from Public Utility Commission
 - J. LTE Position – Possible extension into 2023, minimal hours
 - K. Adopt Proposed Revisions – Permit and Fee Schedule
 - L. Approval of the bills
 - M. Adjourn

Kayla Lindert, Clerk/Treasurer
Posted 09/29/2022

For more detail with reports and agenda items, please see the packet on the website for this meeting at:
villageofpardeeville.net

The Village Hall is accessible to the handicapped. If you require additional assistance, please contact the Village Office no later than 48 hours prior to the meeting date. Phone 608-429-3121. If members are present from other recognized Boards, Commissions, or Committees which may constitute a quorum, the meeting is presumed to be for the above-stated agenda/purpose. An updated agenda may be posted 24 hours before meeting time.

VILLAGE OF PARDEEVILLE
PARDEEVILLE VILLAGE BOARD AGENDA
Village Hall – 114 Lake Street, Pardeeville
Tuesday, September 20, 2022 at 6:30 p.m.

- I. Call to Order – Possehl called to order at 6:32 PM
- II. Roll Call – All members present along with Lindert, Salmon and Clark. No one in audience
- III. Verification of posting of Agenda – Lindert stated all 3 public places and website
- IV. Pledge of Allegiance – Possehl led
- V. Agenda Approval – **Balsiger/Henslin. Motion carries unanimously**
- VI. Minutes Approval - Balsiger/Griepentrog. Motion carries unanimously**
- VII. Comments from the Floor - none
- VIII. Communications & Reports
 - i. Angie Cox Library Report

Balsiger explained events coming up, how to support the local library and shared sweet letter of history. No other discussion

- ii. EMS Commission Report – none. Bob Abrath absent to give report. Possehl stated reason of absence
- iii. Columbia County Supervisors Report
Balsiger talked about Hwy 22 construction, Narcan box delivery, several job openings at County, HHS office covid booster available as well as Monkeybox
- iv. Sheriff Monthly Report
Clark attended meeting and highlighted notes in report such as theft, fraud, and drugs found in Village. Balsiger asked about the incidents happening if seniors are getting targeted and taking advantage of. Clark said seniors are more susceptible and gave examples. Spoofing number discussion. Clarification on how to handle situations and recognizing scams. Henslin asked about 501 Lake St. and process since 2021. Salmon and Clark answered. Henslin asked about if complaints are being received and being unresolved. Babcock answered. Salmon mentioned court date in June. Discussion on abandoned/junked vehicles in people's yards. Haynes suggested to move on
- v. Clerk/Treasurer Report
 - i. Ordinance Violation Report – Babcock asked question. Lindert explained process and where we are at with delinquent process. Possehl asked about encroachments.
 - ii. Work Report – highlighted tasks that have been in the forefront the past month. Balsiger asked about how clerk liked the job and if she was receiving everything needed to complete job. Clerk has been here just 6 months
 - iii. Receipts – Balsiger asked about library deposits. Balsiger asked why don't we ask Jim Buckley to do the PLMD report. Haynes stated to also include feedback from PABA and a lot gets discussed at meetings. Board would like reports submitted for packet monthly. Something to consider for next meeting
 - iv. Budget worksheet – Haynes asked question. Lindert explained format. Balsiger liked it and Haynes questioned percentage on right column. Salmon showed staff's budget worksheet
- vi. Village Administrator/Director of Public Works Report
Babcock asked about Chandler Park for replacing lights. Babcock said Village of Poynette just took down their old wooden poles and light at village park and now have new style lighting. Their fixtures could be available. Haynes commented that he was glad to see Salmon had discussions with Boys Club on ball field lights/fields. Discussion on "pecking order" with the school for coordination with both parties; making sure school is involved. Growing concerns. Salmon brought up who pays for it. Balsiger asked about donation box here at Village for LaToya's Legacy. Salmon answered and talked about feral cat trapping and expenses included in packet. Salmon highlighted number of cats brought to LaToya's and Humane Society

contract in 2023. Balsiger asked about Brad Cook and if he accepted realtor position. Salmon explained Brad asked clerical and internal questions via email. Discussion on open vs. closed session with realtor interviews – direction from MSA. Griepentrog asked about Holtz Company and if Erin had contact with them since last meeting. Erin answered about interest in subdivision and exclusions in place for realtor. Salmon highlighted she met with MSA and Paul Johnson in revising the existing developer agreement with IKWE and recent communication she has had with them. Balsiger asked about Remington House and what it was going to become now since bought. Salmon stated street project in subdivision out to bid. Doug Hare way discussion and Foote project underway. No other discussion

vii. Committee Minutes

Possehl asked if committee had questions. Haynes stated Parks committee is bringing in Amish to work with them for hookups in Chandler Park. No other discussion on committee minutes

IX. OLD BUSINESS:

1. Schwantz Rd – Speed Study for Lowering Speed Limit
Motion to decline completing a speed study and maintain the current speed as posted on Schwantz Rd. **Babcock/Griepentrog. Possehl opposed. Motion passes.**

X. NEW BUSINESS:

1. New Fee Schedule by Resolution - Recommendation from Public Protection
 - a. Adopt New Schedule by Resolution 22-R17

Salmon explained need from zoning violation and issuing citations. Salmon explained Paul Johnson's recommendation and reason for adoption. Motion to accept resolution 22-R17 as written **Possehl/Holtan**. Discussion about first offenses from Griepentrog. Haynes questioned Public Protection committee and discussion on this topic. Court cost discussion with Lt. Clark and being more uniform with the County. **Roll call vote: Henslin – Y, Haynes – Y, Babcock – Y, Possehl – Y, Balsiger – Y, Holtan – Y, Griepentrog – Y. Motion carries unanimously.**

2. Ord. #32-53 ATV/UTV Ord. – update on Time Recommendation from Public Protection
Possehl stated came out of committee on same night with change of hours of operation to be 5AM-10PM. **Balsiger/Griepentrog. Motion carries unanimously.** Discussion on notifying public and update of topic.
3. 717 E. Chestnut St. – recommendation from Public Utility
Babcock explained ongoing issue and recommendation from utility commission. Salmon explained estimate she received and actions taken during interim. Motion to approve recommendation from Public Utility. **Balsiger/Holtan**. Babcock added further discussion on options to fix and having something official in place. **Motion carries unanimously.**
4. Public Utility Commission – Vacant seat appointment by Village President
Possehl explained Amanda has moved and vacant seat is available. Discussion on posting and in the future should be posted vs. VP discretion and appointment.
5. Swing Set and Slide Upgrade at Vet's Park – recommendation from Parks (paid in full by VFW)
Motion to approve. Further discussion on taking down any trees and Salmon questioned the Board if Village can sell on surplus website. Babcock stated we need to maintain the integrity of this particular park. VFW approached the Village for this upgrade. **Holtan/Haynes. Motion carries unanimously.**
6. Doug Hare bench – recommendation from Parks for location to be north of the playground
Salmon explained recommendation from Parks and board to be informed. Informational.
7. New kayak launch placement – recommendation from the Parks for location to be Curling Club/Village Hall shoreline

Balsiger questioned if it gets taken out every year. Committee answered and Village responsibility. Further discussion on floating piers, getting it out of the water and location.

Motion to approve. Babcock/Holtan. Motion carries unanimously.

8. LaToya's Legacy – Feral Cat Rescue

Salmon explained cost difference with LaToyas vs. Humane's Society. Salmon highlighted LaToya's is not asking for more money, just something Salmon wanted to bring to light to the board. Haynes questioned Salmon on home owner who created this problem and citations he has received. Babcock stated he talked to Chase and feral cats on Warnke St. and Chestnut St. Babcock stated he is in favor of supporting LaToya's, however we have told our own employees that we cannot afford a pay increase mid-year. Discussion on contract with Humane's Society: base fee and place for dogs only for 2023. Babcock cautioned for the future and longevity of companies. Motion to table and bring to budget 2023. **Haynes/Henslin. Motion carries unanimously.**

9. Adopt final draft of Comp plan 2042 by Resolution 22-R16 - recommendation from Plan Commission
Motion to approve **Haynes/Griepentrog. Motion carries unanimously**
10. Conditional use permit for Babler's – recommendation from Plan Commission
Motion to approve. Further discussion on room tax and discussion on other vrbo/Airbnbs in the Village. Agenda item for future is room tax. **Henslin/Holtan. Motion carries unanimously.**
11. Adopt ordinance approving the petition for direct annexation filed by Thomas Heaps to annex land from the Town of Wyocena
Motion to adopt the ordinance. **Balsiger/Holtan. Motion carries unanimously.** Further discussion on driveway and DOT regulations. Salmon answered that driveway did get moved and no connection to Piggly Wiggly.
12. Adopt an ordinance for ward #4 (Sec 2-402)
Lindert explained need and working with appropriate parties. Motion to adopt. **Henslin/Haynes. Motion carries unanimously.**
13. Adopt County Library Tax passed by Resolution 22-R15
Lindert explained. Motion to adopt. **Holtan/Possehl. Motion carries unanimously.**
14. Adopt an ordinance for making Portage Daily Register our official newspaper for publication
Lindert explained. Motion to approve. **Henslin/Balsiger. Motion carries unanimously.**
15. Trick or Treating – Propose Oct. 31st from 4 PM – 7 PM
Motion to approve. **Babcock/Holtan. Motion carries unanimously.**
16. Approval of the bills
Babcock questioned PSE invoice. Salmon answered it was a budgeted item for 2022. Griepentrog questioned library internet invoice. Salmon explained Frontier vs. Charter bills for Village. Discussion on village handling all library invoicing and deposits and Balsiger following up on this. Griepentrog questioned US Cellular invoice with new charge/Arlo cameras. No other questions. **Griepentrog – Y, Holtan – Y, Balsiger – Y, Possehl – Y, Babcock – Y, Haynes – Y, Henslin – Y.**
17. Adjourn at 8:43 PM by Possehl

ORDINANCE ENFORCEMENT						
10/4/22 Board Meeting						
ADDRESS	NAME	VIOLATION	DATE	NOTES	Status	Follow up Comments from Deputy
212 W Chestnut	Huddleston	junk on private property/expired vehicles	8/11/2021	Working towards being no longer in violation. Waiting on update.	Attorneys currently exchanging plans on addressing 07/14/2022	
200 Schwantz Rd.	Broesch	Citation for Junk - Village and County (since 2013)	8/1/2022	Pre-trail for criminal charges was on 07/15/2022	2nd and Final request sent by County Zoning and Erin. On-site Inspection meeting is scheduled	
101A 2nd St.		Removal of Sod along Sidewalk Edge	7/6/2022	Sent letter, copied Sheriff	Letter sent on date complaint came in	Needing to send additional notice
112 Oak St.	Nuss	Long Grass	8/24/2022	Final Notice	Final Notice sent, mow on 9/1/2022	Mowed-Invoice sent
						Have until 10/31 - sent 2nd letter 9.28.22 to schedule an appt with the Village to update on progress
201 N. Main St.	Marquez	Fence Encroachment	8/9/2022	Sent letter, copied Sheriff	Letter sent	
200 Schwantz Rd.	Broesch	Citation for vicious dog	8/17/2022	Letter delivered to homeowner	Letter delivered day after board meeting made decision	Ongoing
					Deputy re-evaluated on 03/25/22. Owner gave permission to walk on property in the backyard. 4 vehicles identified as junked/inoperable. Letter sent on 03/25/2022. Citation then issued on 04/21/22. Court date 06/08/22	Jones working on a timeline to remove junk vehicles with home owner
501 Lake st	Hepler	unregistered/in operable vehichles	8/24/2022	Final Notice		Sent a citation from Jones for the unregistered vehicle and inoperable vehicle
308 Roosevelt	Jay Ripp	Junk/Permitted Parking	8/25/2022	Sent letter, copied Sheriff		
210 S. Main	Dave Price	Gutter/Water Discharge	9/12/2022	Sent letter, copied Sheriff	Final Notice	
500 S. Main	Alejandro Torres	Long Grass/ Junk	9/12/2022	Sent letter, copied Sheriff	First Notice	

ERIN M. SALMON, P.W.M.

Village Administrator/Director of Public Works

Reporting Period of Sept. 19th – Sept. 30th

Village Board Meeting Date: Oct. 4, 2022

Week of Sept. 19th:

- Meet with Paul Johnson and Joe regarding the D.A. with IKWE. Schedule meeting with IKWE to discuss
- Set out approx. 40-45 door hangers for disconnects
- Foote and Doug Hare Way project moving along. Ground water issues will set back Doug Hare Way a bit.
- Subd. is out to bid – open until Sept. 30th
- New D.A. is underway – work with Paul and Joe
- Egbert & Foote underway with construction – slow going due to groundwater
- ALPR Camera project with Sheriff and Lead Lineman
- Field meeting with the County Commissioner regarding extra LRIP funds, possible locations for the Village.
- Crew excavate at for Green/Elliott St. Remove existing 6" PVC to a 10" pipe at the existing inlet.
- Revisit the Vicious Dog Ord with the Sheriff and the attorney. Need to bring this back to Public Protection
- West Alley Line Project Prep
- Cat Colony near Chandler Park - all cats trapped
- Prep for the sludge testing needed at the WWTP – will be performed on Oct. 4th.
- Start incorporating testing loads brought in to the plant by pumper. Coordinate with CT labs prior to starting.
- PSE on site – GIS site is live for the Electric Utility
- 8-acre site inspection and annual report for storm water compliance
- LRIP – extra funds from the County in 2022. Worked with County Commissioner for Village to use. Have a project worth \$28K, get \$14 back. Propose Roosevelt overlay, 10 year fix? Other smaller jobs to knock out too.
- Discuss planning of the agreement with Brad Cook
- Review plans for Sunrise Subdivision, road project is out to bid
- Egbert has to pull off site and set up dewatering system to pump for 7-10 days. Will return after that.
- Continue working on the WWTP's case of high BOD's and 2 violations of exceedance. Everbrite exceeded their Zinc limits in May and August. August did not impact our plant. Still researching via testing loads of septic too, PH for phosphates now.
- Jody talk with Poynette on the Ballfield Poles and Lights. They have not yet been removed. The poles are at their life expectancy (did a pole study). Only good for approx. 5 years, asking price was \$30K.
- Continue working on Budget
- Communications with Gerber on the Truck – revised estimate for repair at \$14K
- Sunrise Subdivision – coordination with Frontier, Charter, Alliant. We are the Developer, we will be fronting the costs of installation, then get reimbursed as homes go in.

Week of Sept. 26th:

- Contractor for the West Alley project will be delayed – they are heading South to help out in the aftermath from the Hurricane in Florida
- Lateral installation for the 2nd building on the S. side of Vince St.
- Kelsea follow up with PSC regarding the PCAC – exceeded the limit again, we haven't heard from them since we let them know the first time.
- Continue to review the 700 page plan set for LaFollette St. Area Development – bid opening pushed back to 10/04 in the AM.
- Talk with Joe on our banners for Sunrise vs. what is included with the Realtor's plan – discuss on 10/04
- Furnaces services at Village Hall – Substation will need to replace the furnace immediately. Get two estimates. Village Hall will need a new heater exchange in 2023.
- Work on RFP for Tower 2 – Interior Full Blast and Paint for 2023
- Pressure wash/paint Siren Tower at Village Hall
- Review RFP from Brad Cook and send on to MSA and Paul Johnson for review.
- Talk with Holtz VP and their Engineer, they want in on the multi-family and may be ready later this year if possible. Ask for their proforma. Update Joe.
- Meet with staff and work toward reimbursing the Village accounts regarding all TIF expenditures to date and invoicing developers to date.
- Joe, Phil and I meet with Michelle (IKWE) at Village Hall 09/29

**VILLAGE OF PARDEEVILLE
FINANCE & PERSONNEL COMMITTEE
MEETING MINUTES
Village Hall – 114 Lake Street, Pardeeville
Friday, September 9, 2022, at 9:00 a.m.**

Approved

- I. **Call to Order** at 9:00 AM by **Babcock**
- II. **Roll Call**; Committee members present: **Babcock, Possehl, Griepentrog**. Also present, are Erin Salmon; DPW/Village Administrator, and Kayla Lindert; Clerk/Treasurer
- III. **Verification of the posting of agenda**: The agenda was properly posted at the Pardeeville Village Hall, Pardeeville Post Office, Library, and on the website.
- IV. **Agenda Approval**; Motion to approve by **Possehl, Griepentrog** to second. Motion carries
- V. **Minutes Approval**; Motion to approve by **Griepentrog, Possehl** to second. Motion carries
- VI. **NEW BUSINESS**:
 - A. Discussion on RFP Solicitation
 1. Babcock explained and discussed details for Monday's meeting
 - a. All seven realtors will be called in
 - b. Questions were set for interviews
 - c. Details for the interview process
 - d. Decision on the order for the interviews
 - B. Set meeting date for Budget 2023
 - a. Date not set; will meet back in a couple of weeks to determine
- VII. **Adjourn** at 9:34 AM

Jody Hardwick; Deputy Clerk/Administrative Assistant
Approved: 09/23/22

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SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:

■ NOT INCLUDED IN LIST PRICE: NA

4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
 58 the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer
 59 to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
 60 submitting the written offer has the ability to complete the buyer's obligations under the written offer.
 61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
 62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
 63 divorce judgment.

64 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
 65 set for closing, even if the transaction does not close, unless otherwise agreed in writing.

66 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 67 • Under 1) or 2) the total consideration between the parties in the transaction.
- 68 • Under 3) or 4) the list price if the entire Property is involved.
- 69 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
 70 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
 71 which there was an effective change in ownership or control.
- 72 • Under 5) the total offered purchase price.

73 **NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining**
 74 **Property.**

75 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
 76 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
 77 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
 78 offer to purchase or contract.

79 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
 80 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
 81 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
 82 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
 83 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

84 **DISCLOSURE TO CLIENTS**

85 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 86 certain duties to all parties to a transaction:

- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 89 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 90 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 92 information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 97 advantages and disadvantages of the proposals.

98 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
 99 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 100 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 101 your transaction, unless you release the firm from this duty.
- 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse
 103 Facts.
- 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
 105 that are within the scope of the agency agreement.
- 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 109 advice is contrary to your interests.

110 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 111 relationship"), different duties may apply.

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

113 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 114 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 115 through designated agency, which is one type of multiple representation relationship.

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 121 any of your confidential information to another party unless required to do so by law.

122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 126 agent may represent more than one client in a transaction.

127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 128 services to more than one client in the transaction.

129 **CHECK ONLY ONE OF THE THREE BELOW:**

130 ☐ The same firm may represent me and the other party as long as the same agent is not representing us
 131 both. (multiple representation relationship with designated agency)

132 ☒ The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
 133 more different agents are involved. (multiple representation relationship without designated agency)

134 ☐ The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
 135 representation relationships)

136 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 137 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 138 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 139 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 140 **you should ask your firm before signing the agency agreement.**

141 **SUBAGENCY**

142 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 143 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
 144 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
 145 other parties if doing so is contrary to your interests.

146 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 147 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 148 **advisor, or home inspector.**

149 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 150 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 152 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 153 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
 154 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 155 is no longer providing brokerage services to you.

156 The following information is required to be disclosed by law:

157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).

158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** _____

164 _____

165 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____

166 _____

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 172 attend showings, and the specific terms of offers which should not be submitted to Seller: _____

173 _____

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 184 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 185 **lease(s) unless released by tenants.**

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.

203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** Seller agrees to complete the vacant land disclosure report provided by the
 206 Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
 207 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to
 208 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 209 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 211 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 212 disclosure report.

213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
 - 229 2) Significantly reducing the structural integrity of improvements to real estate; or
 - 230 3) Presenting a significant health risk to occupants of the Property.

231 b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 232 under a contract or agreement made concerning the transaction.

233 ■ **DEADLINES – DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
 234 event occurred and by counting subsequent calendar days.

235 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
 236 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
 237 replaced would significantly shorten or adversely affect the expected normal life of the premises.

238 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

239 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as
 240 to be treated as part of the real estate, including, without limitation, physically attached items not easily removable
 241 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,
 242 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings
 243 on permanent foundations and docks/piers on permanent foundations.

244 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

245 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 246 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
 247 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or
 248 affects or would affect the party's decision about the terms of such a contract or agreement.

249 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest
 250 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,
 251 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,
 252 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in
 253 whole or in part whether created before or after expiration of this Listing.

254 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

255 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
 256 this Listing:

- 257 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term
 258 of this Listing;
- 259 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 260 terms upon which the buyer might acquire an interest in the Property; or
- 261 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 262 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 263 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 264 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 265 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 266 individuals in the Listing; or,
 267 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm
 268 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

269 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 270 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 271 lines 191-195.

272 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 273 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 274 111.32(13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 275 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

276 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 277 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 278 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch.
 279 REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated
 280 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances
 281 made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to
 282 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment
 283 to the Firm shall not terminate this Listing.

284 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
 285 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal
 286 property belonging to current tenants, sold to the buyer or left with the buyer's consent.

287 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
 288 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 289 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES

Unless otherwise stated in this Listing, delivery of documents and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 293-312.

(1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 295 or 296.

Seller's recipient for delivery (optional): _____

Firm's recipient for delivery (optional): _____

☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

Seller: (_____) Firm: (_____) _____

☐ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or 296, for delivery to the party's delivery address at line 305 or 306.

☐ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line 305 or 306.

Delivery address for Seller: _____

Delivery address for Firm: _____

☒ (5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically as required by federal law.

E-Mail address for Seller: dpw@villageofpardeeville.net

E-Mail address for Firm: brad.cook@firstweber.com

ADDITIONAL PROVISIONS - Listing / transaction fee of \$295 per lot will be collected at closing from sale proceeds.

- Reduced Flat fee of \$1000 applies to Lot 1&2 transactions involving listed exclusions. These lots will not be subject to the \$295 listing/transaction fee.

ADDENDA The attached addenda Listing Addendum

_____ is/are made part of this Listing.

TERM OF THE CONTRACT From the 4th day of October, 2022, up to the earlier of midnight of the 31st day of December, 2026, or the conveyance of the entire Property.

BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

(x) _____ 10/4/2022
 Seller's Signature ▲ Print Name ► Erin M Salmon, Village Administrator Date ▲

(x) _____ 10/4/2022
 Seller's Signature ▲ Print Name ► Phillip Possehl, Village President Date ▲

(x) _____
 Seller's Signature ▲ Print Name ► Date ▲

(x) _____
 Seller's Signature ▲ Print Name ► Date ▲

Village of Pardeeville
 Seller Entity Name (if any) Print Name ▲

(x) _____
 Authorized Signature ▲ Date ▲
 Print Name & Title ►

First Weber, Inc.
 Firm Name ▲

(x) _____ 9/23/2022
 Agent's Signature ▲ Print Name ► Brad R Cook Date ▲

LISTING ADDENDUM

1 Clients: Erin M Salmon, Village Administrator Phillip Possehl, Village President

2 Listed Property: Sunrise Subdivision Lots 1-16, 20-38 Date of Listing Oct 4, 2022

3 FOR EACH PROVISION WITH A CHECK BOX, PLEASE CHECK THE BOX TO EACH ITEM YOU WISH TO INCLUDE, AND LEAVE

4 THE BOX BLANK, OR MARK "N/A" TO DECLINE TO INCLUDE:

5 ☐ **Home Warranty:** Seller is committing to purchase of a Home Warranty. Seller agrees to promptly include a home warranty on the

6 Property which will include coverage for buyers for one year after closing, subject to the terms and conditions of the home warranty.

7 Seller agrees the home warranty shall be a "Basic" plan from Universal Home Protection (UHP), [https://uhpwarranty.com/compare-](https://uhpwarranty.com/compare-warranties/)

8 [warranties/](https://uhpwarranty.com/compare-warranties/), unless Seller selects a different plan or selects a different home warranty program. The cost of the home warranty will be

9 paid by Seller at closing or when required under the specific home warranty plan selected by Seller. Seller authorizes Firm to mention

10 the presence of a home warranty in marketing and Seller agrees to provide a copy of the home warranty plan to Firm and to any

11 prospective buyer upon request.

12 ☒ **Alternative Dispute Resolution/Arbitration:** Per the Dispute Resolution provision in the Listing Agreement, the parties have the

13 option to add an "alternative dispute resolution" provision if so desired. In checking this provision, the parties are including this as that

14 alternative dispute resolution provision which provides for binding arbitration. The parties agree any disputes or claims arising out of or

15 related to this Listing Agreement shall be addressed as follows: Disputes or claims which fall within jurisdiction of small claims courts in

16 Wisconsin shall be resolved in the applicable small claims courts. Any other disputes or claims, including those involving the scope or

17 applicability of this agreement to arbitrate, shall be determined by binding arbitration under this agreement. Arbitration shall be held in the

18 Wisconsin county where the brokerage services were rendered or in any other mutually agreed location, and shall be administered under

19 the arbitration services of Resolute Systems, LLC, pursuant to Resolute Systems, LLC Commercial Arbitration Rules

20 (<https://resolutesystems.com/advocate/ADR/COMMARBrules.pdf>), before a single arbitrator, or by any other rules or arbitrator as

21 mutually agreed. Time for seeking remedy under arbitration shall be limited to the period of any applicable statute(s) of limitation under

22 Wisconsin law as would be applied by Wisconsin courts to each specific type of action(s) or claim(s). Each party shall be responsible for

23 its own costs and fees, except costs and fees of the arbitrator will be split equally. The arbitrator is not authorized to award or shift costs

24 or fees from one party to the other. Judgment on the Award may be entered in any court having jurisdiction. Neither party to this Listing

25 Agreement shall be entitled to join or consolidate claims or disputes by or against others, or to include in any arbitration any claim or

26 dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in any private attorney

27 general capacity.

28 **Fair Housing/Buyer Letters:** Sellers acknowledge Fair Housing concerns if buyers submit so-called "Buyers Letters" which go beyond

29 buyers saying how they like the Property, etc., and include description of the buyers' personal characteristics, implicitly or explicitly

30 suggesting sellers should favor them for who they are. The concern is that introduction of such factors may intentionally or unintentionally

31 trigger conscious or unconscious biases or preferences and may lead to discrimination or appearance of discrimination. Seller

32 understands and agrees Agent and Firm will not be asked to solicit, evaluate, or advise about any such letters. Seller acknowledges

33 potential Fair Housing issues and will consult Seller's own counsel with any legal questions about Fair Housing.

34 ☐ **Seller Commitment:** To help prevent potential violations or appearance of Fair Housing violations, Seller permits Agent to post "No

35 Buyers Letters" in MLS, to not present such Buyers Letters if accompanying an offer, and Seller commits to disregard any such letters, if

36 presented. If any letters are incorporated into an offer, Seller commits to disregard all non-contractual elements of any such Buyers

37 Letter, and to consider countering-out any such letter, if countering.

38 **Property Management:** Property management services are not included. Unless expressly agreed by Firm in a separate written

39 agreement, Seller understands that Firm is not responsible for any property management services, including but not limited to

40 maintenance or repairs, preventive or seasonal maintenance, such as winterization or snow or ice removal, or lawn care, and Firm is not

41 responsible for safety and security on the Property while listed.

42 **FIRPTA/Protect Sensitive Information:** The Foreign Investment In Real Property Tax Act (FIRPTA) distinguishes between "foreign" and

43 "non-foreign" sellers. FIRPTA may require disclosure of Seller's Social Security number or Tax Identification Number (sensitive

44 information). Seller agrees Seller will not provide, send, or copy sensitive information, or documents containing sensitive information to

45 agents or Firm, but provide only to closing agent or qualified substitute, as defined under FIRPTA. Seller agrees agents and Firm cannot

46 provide legal or tax advice about FIRPTA and Seller agrees to consult Seller's own counsel and/or tax adviser with questions.

47 **COVID-19 Safety Protocols:** Client agrees to abide by all applicable safety guidelines and safety protocols. See COVID-19 Advisory.

48 (x) _____

49 Erin M Salmon, Village Administrator 10/4/2022

50 Print Seller Name Date

51 (x) _____

52 _____

Print Seller Name Date

53 (x) _____

54 Brad R Cook 9/23/2022

Print Agent Name Date

(x) _____

Phillip Possehl, Village President 10/4/2022

Print Seller Name Date

(x) _____

Print Seller Name Date

NOTICE TO BUYERS & SELLERS

(This Is Not A Contract)

First Weber, Inc. ("First Weber") gives this Notice to you, a prospective real estate buyer or seller, to acquaint you with some common issues or practices within the real estate industry and to make you aware of some important issues to consider in your real estate transactions. This Notice also provides authorization to contact buyers and sellers with information about prospective real estate transactions and affiliate services per State and Federal telemarketing laws. First Weber is a licensed broker business entity. All references to broker or brokerage have the meaning of "Firm" as stated in Chapter 452 of the Wisconsin Statutes.

Equal Opportunity/Fair Housing. First Weber, its agents, and affiliates are committed to providing equal service to all persons. Local, state, and federal fair-housing laws prohibit discrimination against any person in violation of these laws. The parties are solely responsible for their own compliance with Fair Housing laws and will consult their own counsel with questions. Note: So-called "Buyers Letters" may be common and useful, but when including information of buyer's personal characteristics to try to get sellers to favor buyers for *who* buyers are, may trigger conscious or unconscious biases or preferences, resulting in discrimination or appearance of discrimination. Such letters should be avoided by buyers and disregarded by sellers. Agents are not authorized to advise on such letters and may not be asked to solicit, evaluate, or participate in such letters.

Legal & Tax Advice. State law prohibits real estate agents from giving legal or tax advice. Consistent with their licensure, agents may explain and assist you with approved contract-form provisions and procedures, but cannot provide legal or tax advice. First Weber recommends you consider hiring your own attorney if you have legal questions or disputes, and consult a tax attorney or accountant about any tax issues that may arise, including questions about government-tax credit, stimulus, or related programs. In "short-sales," First Weber's agents may assist in facilitating a short sale or in contacting lender(s), but are not responsible for negotiating payoffs, loan modifications, or issues relating to deficiencies. If you need advice or assistance on these issues, contact the lender, your attorney, or other qualified professional debt-relief service.

Foreign Investment In Real Property Tax Act (FIRPTA) applies to sale of property by "foreign persons" as defined per FIRPTA, and may require withholding of up to 15% of the amount realized for payment to IRS unless an exemption applies. **Buyers** can be held liable and may have a tax lien put on the property for failing to comply with FIRPTA. The parties are advised **not** to provide, send, or copy sensitive personal information such as social security or tax identification numbers to agent or Firm, or to anyone by unsecured means, but to modify offer terms to allow only direct submission to closing agent or qualified substitute. Real estate agents and firms cannot provide legal or tax advice and are **not** responsible for interpreting or implementing FIRPTA. The parties are advised to consult their own legal counsel or tax advisers.

MLS. First Weber is associated with various multiple-listing services (MLS). Information in the MLS is provided by sellers, listing brokers, and other parties, and may not have been verified. First Weber assumes MLS information is current, accurate, and complete, but does not guarantee or assume responsibility for the quality of MLS information. You must verify information important to you, including number of bedrooms, school district, type of construction materials, square footage, age of updates, etc.

Square Footage/Measurements/Dimensions. Land, building, or room dimensions, measurements of square footage of finished or unfinished floor space, or acreage figures are often only approximations based on rounded measurements, various formulas used to calculate area, or may be provided by third parties such as municipal-assessment or tax information. These sources may vary. If the size or dimensions of any particular part of a property, finished or unfinished square footage, or acreage is important to you, you must independently verify that information. First Weber does not guarantee or assume responsibility for the accuracy of any measurements or figures. Note: Digital or online GPS/GIS mapping apps or programs as may be utilized by agents or parties may not be accurate and are no substitute for an actual survey of lot lines.

Third-Party Providers. First Weber, its agents, or Concierge may provide names of various service providers, including lenders, title-insurance and home-warranty companies, inspectors or testing companies, surveyors, attorneys, or other contractors and third-party providers, but First Weber does not perform those third-party or other services and is not responsible for the services or actions of these third-party professionals or providers. You are responsible for selecting providers or third-party professionals and for determining whether those providers have adequate expertise and qualification to render the desired services. For all third-party providers and all services or products that may be referred to you, including financing, title insurance, or home warranty, etc., you should shop around and contact potential providers or third-party professionals directly to ensure you obtain the desired services or product and the best rates. (See First Weber's Affiliated Business Arrangement Disclosure).

Financing. First Weber may assist you by providing names of financial institutions and may assist you in obtaining a loan prequalification or preapproval. But First Weber is not responsible for determining or selecting a lender or type or terms of your mortgage. You are solely responsible for choosing the lender and type of mortgage. First Weber is affiliated with **Prosperity Home Mortgage Corporation**. See Affiliated Business Arrangement Disclosure.

Title Insurance. First Weber recommends title insurance, including GAP coverage, on all transactions. Title companies may assist in obtaining mortgage payoffs, tax prorations, and closing statements, but the parties are responsible for reviewing any title commitment for any potential exceptions or exceptions for title. If you have questions about any title-related issue, you may ask the title company and/or your own counsel, First Weber is affiliated with several area title companies. See Affiliated Business Arrangement Disclosure.

Homeowner's Insurance. Homeowner's insurance carriers may not insure certain properties or certain buyers. First Weber and its agents are not insurance experts and cannot advise on whether any particular property or buyer is insurable. Buyer should consult buyer's insurance agent and lender and not waive financing without confirming insurability. First Weber is affiliated with **HomeServices Insurance, Inc.** - See Affiliated Business Arrangement Disclosure. Buyer should contact insurer or consider contingency if uncertain.

Home Warranty. Sellers may purchase a home warranty to provide coverage during the listing and for a period of time after the closing, or buyers may purchase a home warranty to apply after purchase. Coverage depends on the company and program and is limited to policy terms. Note: A home warranty may not cover mobile homes. Universal Home Protection provides home warranties throughout Wisconsin. See Supplemental Affiliated Business Arrangement Disclosure.

Lead-Based Paint (LBP) Disclosure. Federal law requires sellers/landlords of most residential housing built before 1978 to disclose any known lead-based paint ("LBP"), to provide any records or reports of LBP, and to provide buyers/tenants with a federally approved lead-hazard-information pamphlet. <https://www.epa.gov/lead>. Offers/leases must contain lead disclosures and acknowledgments. The regulations do not require removal of LBP hazards, but buyers have the right to include a contingency to inspect for LBP.

Inspections & Testing. Buyers are responsible for performing a reasonably vigilant inspection and confirming if property is satisfactory for buyers' purposes. You may not be able to hold sellers or list broker liable for failing to disclose defects that are readily observable. You should consider having all property thoroughly inspected by a professionally qualified inspector (e.g., State of Wisconsin registered or licensed home inspector). Inspection(s) should cover all material property features, including structural, mechanical, heating, electrical, plumbing, wells, septic systems, etc., and may require specialized inspectors or professionals. Buyers should consider any follow-up inspections as may be recommended in any inspection reports. Note: Authorization for inspections in the standard WB-forms may not include desired testing. To test any substance, whether drinking water, soil, air, or other elements on the property, Buyers should include a testing contingency for that purpose in any offer. Pictures, video/virtual tours or live streaming may be used by agents or services to display a property, but are not representations of condition by agents or brokerage, and are no substitute for viewing the property. Buyers retain full responsibility for personal verification and professional inspections to confirm condition and that any given property is satisfactory to Buyers. All walk-throughs are likewise Buyer's personal responsibility. Agents may send pictures or make observations, but are not responsible for confirming, inspecting, or approving condition or work done.

Hazardous Substances. Asbestos, vermiculite, lead in drinking water, radium, radon gas, mold, lead-based paint, PFAS and other toxic substances or chemicals in structures, soils or water supplies can cause serious health hazards. Certain construction materials may be more prone to failure, e.g. some synthetic stucco, and others may cause contamination (e.g., formaldehyde in some products). Contact the Wisconsin DNR and each specific municipality about possible substances of concern in each community. For radon see Wisconsin Department of Health Services pamphlet [Wisconsin Home Buyers and Sellers Brochure](#) and/or the EPA's [U.S. EPA Home Buyers and Sellers Guide to Radon](#). You must arrange inspection or testing of any substances or materials of concern to you. Also see www.firstweber.com/info for more information.

Land-Use Restrictions, Regulations, Bedrooms & Nonconforming Uses. Various laws and land-use restrictions may affect a property's use and value, including zoning and subdivision laws, building codes, restrictions on nonconforming properties and uses, deed restrictions, covenants, subdivision regulations, and homeowner's-association rules, etc. In each instance Buyer should verify, even if zoning is represented in MLS, and confirm property suits intended use, including verifying access, utilities, and services, and how restrictions may impact buyers' intended use, including ability to build, rebuild, remodel, replace, or enlarge improvements, particularly if there are any nonconforming structures or uses. Do not assume you can install fence or outbuilding. Buyer may confirm number of usable bedrooms with municipal assessor or building inspector, and for properties on septic or "private onsite wastewater treatment systems" (POWTS), confirm sizing conformance to number of bedrooms/occupancy, particularly if involving remodeling or additions.

Reassessment & Revaluation. Contact the assessor to inquire if there are any area-wide or other assessment or reassessments that may affect a property. For new construction, remodeling, or rehabilitation, and if any property tax increase is applicable or expected due to revaluation or reassessment, always consider re-proration in any purchase contract.

Community Attributes & Facilities. If existence or proximity of community amenities (e.g., school districts, parks, green spaces, conservancy districts, cable & internet access and similar services or facilities is important to buyer's decision to purchase, buyers should confirm such directly with the municipality, school district, or other community-entity, public-information sources, or specific service providers. For example, if availability of specific technical requirements or capacity are important, Buyers should confirm directly with potential service providers. Terms like "high speed" internet may not be used in a technical sense and may not be assumed to be of any particular technical requirement or capability or cost.

Area Conditions. Existing and proposed developments, public projects, and construction adjacent to or surrounding the property may affect the property. If you are concerned about any existing or future conditions of the area or neighboring properties, before writing an offer you should thoroughly investigate the surrounding area and contact state and local municipal officials about any proposed development or project, including planned roadways, commercial developments, utilities infrastructure or transmission lines, airport expansion or utilization, wind turbines, etc. Some commercial or industrial facilities or certain agricultural operations, such as concentrated animal-feeding farms, may create noise and odor. You should ask appropriate governmental and private authorities about the condition of any natural features in the area, including potential infestations or diseases as Emerald Ash Borer. For waterfront or riparian property you should contact the DNR and local-governmental officials about lake and river information and boating access/usage rights and restrictions, docks and piers, stocking, existence of invasive species, and shoreland zoning, and you should confirm you can use the property for your intended purposes.

Floodplains & Wetlands. Floodplain and wetland maps may not be complete or updated and may require a surveyor or other professional to interpret. Contact your lender, applicable governmental officials, and your insurance agent with questions about floodplain designations, insurance requirements, and rates. Property bordering navigable waters should be presumed to be within a floodplain or subject to special restrictions such as shoreland zoning or other governmental regulations. Floodplain designations change and site elevations may need verification. Floodplain insurance premiums may be expected to increase. Contact FEMA, DNR and your lender. See also www.firstweber.com/info.

Special-Purpose Districts & POWTS. If all or part of a property is in a special-purpose district (e.g., sanitary, drainage, or lake district) you should contact the applicable authorities to identify what restrictions and potential assessments may apply. Property in a sanitary district may be subject to taxes, special assessments, or other charges for sewer planning or construction, user fees, and related costs. Property in a drainage district may be subject to special assessments and other requirements. Property served by septic or POWTS may be subject to state and local regulation, and some counties require a maintenance plan and may impose notification, inspection, or testing requirements when property ownership is transferred. Replacing a POWTS may require you to install a different type of system. Both sellers and buyers are advised to ensure that, if material, the septic system is sized appropriately for the number of used bedrooms, as this may change with additions or renovations.

Use-Value Assessments/Managed-Forest Land/Conservation Reserve/Farmland-Preservation Programs. Rural, agricultural, forest, vacant, cropland, or similar property may be subject to conservation, farmland, environmental, or other land-use programs, agreements, or restrictions affecting the property's use and taxation. There may be penalties, assessments, or payback obligations pending or deferred, or which accrue upon change in use or sale of the property. Under Use-value assessment law, sellers must disclose if some or all of the property being sold is subject to use-value assessment and if a conversion charge has been assessed or deferred. Buyers/owners may be assessed substantial penalties if they change use of property subject to use-value taxation. Managed Forest Law requires sellers to disclose if property is subject. Buyers should contact DNR Division of Forestry. Conservation Reserve Program buyers should contact USDA Farm Service Agency. For property in a farmland-preservation-zoning district, or under a farmland-preservation agreement, contact Agricultural Resource Management in the WI Department of Agriculture, Trade, and Consumer Protection. For shoreland zoning, contact county zoning and DNR regarding mitigation plans, and check applicable city, town, or village regulations. NOTE: Some programs impose fees, penalties, or costs upon change of use or early termination. Consult each program and address whether the parties intend to continue a program, and which party will be responsible when the program terminates.

Proposed Use/"Buildability". A property represented as "buildable" may have unknown issues preventing or limiting building. Buyer should verify for type of improvement what permits or approvals may be required, etc. Buyer contemplating building or improvements, including items like fencing, should consult ahead of time with buyer's builder and contact local land use/zoning authorities and check deed restrictions, covenants or subdivision regulations, set-back requirements, utility hook-up, wetlands, etc., and consider proposed use, subsoil, perk testing, or other contingencies. Availability, functionality and cost of specific features or services, including internet, cable or wifi quality should be verified by buyers.

Smoke & Carbon-Monoxide Detectors. All parties are advised to comply with all applicable laws and regulations requiring smoke or carbon monoxide detectors.

Electrical Service. Tube or aluminum wiring, fuses, or service less than 100 amps may be considered a defect or may require upgrade by lenders or insurers to no less than 100 amp circuit-breaker service. Certain breaker boxes, e.g., Federal Pacific, may be a safety concern.

MLS & Co-Brokerage Compensation. The co-brokerage offering is an incentive to subagents and buyer brokers to participate in sale of Firm's listings. The Firm cannot comment on other companies' policies or the overall commission or co-brokerage market, but the Firm's base policy is to split listing commission 40% - 50%, with variations depending on office or region and type of property. The specific offering for the listing will be entered into the corresponding MLS. Any given MLS offering may be subject to brokerage agreements or policy letters, the amount of which is available upon written request as applicable to any given transaction. See Compensation To Others provision.

Buyer-Agency Notice. Buyers represented by a buyer's agent may often write offers requesting payment of buyer's agency fee by sellers' proceeds at closing. If the buyers' agency fee is greater than the amount of the co-brokerage commission being offered, it may be recommended that the sellers calculate sellers' net proceeds, and, if necessary, consider a counteroffer at a price sufficient to retain sellers' desired net proceeds and accommodate the buyers' agency fee. This may also apply under dual agency or designated agency where sellers' and buyer's agents are both First Weber agents.

Digital Communications Security Advisory. There are email and phishing scams where criminals pretend to be service providers or pretend to be involved in a transaction and request financial and related nonpublic information such as credit card or debit card numbers or bank account and/or routing numbers or ask you to send or wire money. NOTE: First Weber and its agent will never request such financial or related nonpublic personal information, by email or other digital media. If you receive an email or other digital message directly, copied, or forwarded to you in any transaction requesting you send funds or provide financial or related nonpublic personal information, it did not come from First Weber. Do not respond to any such email. Contact First Weber at 608-443-2255, and forward any suspected email fraud to antifraud@firstweber.com.

NOTE: First Weber does not warrant the condition of any property being sold. Owners/sellers are responsible for all maintenance, including preventive and seasonal maintenance (e.g., winterization and ice/snow removal) on their properties, and for safety and security on their property while listed with First Weber.

Telemarketing & E-Mail Authorization. First Weber, its associates, agents, affiliates, and Concierge may, from time to time, contact you by telephone, text, or e-mail with real estate and market information related to current or prospective transactions services, or products. By signing below, you authorize First Weber, its agents, affiliates, and Concierge to provide such information. You may withdraw authorization at any time by contacting First Weber by e-mail at realestateinfo@firstweber.com or by telephone at 800-276-7260.

We acknowledge that we have received this Notice and the Telemarketing & Email & Texting Authorization.

Signature: _____
 Print Name: Erin Salmon, Village Administration (date) 10/4/2022
 Tel: _____ E-mail: _____

Signature: _____
 Print Name: Phillip Possehl, Village President (date) 10/4/2022
 Tel: _____ E-mail: _____

First Weber, Inc. is a proud member of the HomeServices of America family of companies.

FOR DURATION OF THE CORONAVIRUS PANDEMIC PLEASE UNDERSTAND SERVICES SUBJECT TO SAFETY LIMITATIONS

Affiliated Business Arrangement Disclosure Statement

To: Erin Salmon, Village Adm Phillip Possehl, Village Pres Property: Sunrise Subdivision, Lots 1-16, 20-38
 From: First Weber, Inc. Date: 10/4/2022

This is to give you notice that First Weber, Inc. and First Weber Illinois, LLC, together doing business as First Weber and/or First Weber, REALTORS® (“First Weber”), HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, Priority Title Corporation, Preferred Title, LLC, Schmitt Title, LLC, Wisconsin River Title Consultants LLC, HomeServices Insurance, Inc. doing business as HomeServices Insurance Agency (“HomeServices Insurance Agency”), Title Resources Guaranty Company (“TRG”), and Vanderbilt Mortgage and Finance Inc doing business as Silverton Mortgage (“Silverton Mortgage”) are part of a family of companies (the “Affiliated Companies”) owned by Berkshire Hathaway, Inc. (“Berkshire Hathaway”), and each may refer to you the services of another. First Weber, Inc., First Weber Group Illinois, LLC, HomeServices Relocation, LLC, Prosperity Home Mortgage, LLC, Priority Title Corporation, and HomeServices Insurance Agency are each wholly owned either directly or indirectly by HomeServices of America, Inc. (“HSOA”), a Berkshire Hathaway affiliate. HSW Affiliates Holding, LLC (“HSW Affiliates”), a wholly-owned subsidiary of HSOA, has an ownership interest in each of the following Affiliated Companies: Preferred Title, LLC (40%), Schmitt Title, LLC (16%), Wisconsin River Title Consultants LLC (50%). In addition, Preferred Title, LLC has an ownership interest in Schmitt Title, LLC (16%). HomeServices Title Holdings, LLC, a wholly-owned subsidiary of HSOA, indirectly owns 9.5% of TRG. Silverton Mortgage is a wholly-owned indirect subsidiary of Clayton Homes, a Berkshire Hathaway affiliate. Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Table 1 – First Weber and Affiliated Companies		
Service Provider	Service Provided	Charge or Range of Charges
HomeServices Relocation, LLC	Relocation Services	Fees paid by real estate broker
Prosperity Home Mortgage, LLC	Loan Origination Fee	\$0 - \$1,465 (2% of loan amount on some bond products)
	Appraisal	\$425 - \$2,100
	Third Party Fees	\$110 - \$280 (credit report, tax service fee, flood cert fee)
Priority Title Corporation	Lender’s Policy (may be provided by TRG)	\$425 - \$500 if simultaneously issued with Owner’s Policy; if not, issued at Owner’s Policy rates below.
	Owner’s Policy (may be provided by TRG)	For standard coverage, \$525 flat fee up to \$15k purchase price, plus \$3 per \$1k from \$15k-\$100k; add \$2 per \$1k from \$101k-\$500k; add \$1 per \$1k from \$501k-\$1M; add \$0.75 per \$1k from \$1M to \$5M. Reissue rate available.
	Endorsements	\$0 - \$500 depending on coverages requested.
	Settlement Services Fee	\$45 - \$200 deed and document preparation fees; \$125 - \$400 escrow/settlement fees
Preferred Title, LLC / Schmitt Title, LLC / Wisconsin River Title Consultants LLC	Lender’s Policy	\$400 - \$525 if simultaneously issued with Owner’s Policy; if not, issued at Owner’s Policy rates below.
	Owner’s Policy	For standard coverage, \$525 flat fee up to \$15k purchase price, plus \$3 per \$1k from \$15k-\$100k; add \$2 per \$1k from \$101k-\$500k; add \$1 per \$1k from \$501k-\$1M; add \$0.75 per \$1k from \$1M to \$5M. Reissue rate available.
	Endorsements	\$0 - \$500 depending on coverages requested.
	Settlement Services Fee	\$45 - \$200 deed and document preparation fees; \$125 - \$475 escrow/settlement fees
HomeServices Insurance Agency*	Homeowner’s Insurance	\$300 - \$4,000 annual premium, depending on product and associated risk assessments (e.g., age of home, credit score, past claims of the insured, etc.)
Silverton Mortgage	Loan Origination Fee	0 - 2.75% of the loan amount (includes third party fees)
	Appraisal	\$475 - \$900

ACKNOWLEDGEMENT: I/we have read this disclosure form and understand that the Affiliated Companies may refer me/us to purchase the settlement service(s) described on **Table 1** above and that any such referrals may provide the Affiliated Companies and/or their employees with a financial or other benefit. I/we also understand that the Interested Parties may refer me/us to purchase the settlement service(s) described on **Table 2** below (or on reverse) and that any such referrals may provide the Interested Parties with a financial or other benefit.

10/4/2022

10/4/2022

Signature Erin Salmon, Village Administration (Date)

Signature Phillip Possehl, Village President (Date)

* In rare cases, your insurance policy may instead be issued by Long & Foster Insurance Agency, Inc., an affiliate of HSI, or under another of its trade names. HSI’s trade names include: Edina Realty Insurance Agency, Home Team Insurance, HomeServices Insurance Agency, InsuranceSouth, Long Insurance Group, ReeceNichols Insurance and Trident Insurance Agency.

Supplemental Affiliated Business Arrangement Disclosure Statement

Interested Parties and Additional Providers

Neither First Weber nor any other HSoA-affiliated company has any ownership interest in Universal Home Protection, LLC; Dependable Title of Wisconsin, LLC; and Point Title, LLC (collectively, "Additional Providers"). This is to give you notice, however, that some officers, employees, and real estate agents of First Weber ("Interested Parties"), individually or together, own interests in the Additional Providers. The Interested Parties are Shawna Alt, J. Michael Baker, Paul Brown, Robert Bushman, Barbara Clinard, Diana Gerke, James R. Imhoff, Jr., Daniel Lee, Carole Lukens, Heidi Mancheski, Gregory Onsager, Sharon Rapkin, David Roark, Darlene Wahls, Robert Weber, and Ruth Ann Weber. The Interested Parties' collective ownership interests in the Additional Providers are as follows: Universal Home Protection, LLC (33.3%), Dependable Title of Wisconsin, LLC (31.5%), and Point Title, LLC (62.5%). Because of these relationships, the referral of a customer (including you) by any of the Interested Parties to the Additional Providers may result in one or more of the Interested Parties receiving a financial or other benefit.

Set forth below is the estimated charge or range of charges for each of the Additional Providers' listed services. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Table 2 – Interested Parties and Additional Providers		
Service Provider	Service Provided	Charge or Range of Charges
Universal Home Protection, LLC	Home Warranty	\$525 for a Basic Plan. Additional coverages and plans available.
Dependable Title of Wisconsin, LLC	Lender's Policy	\$400 - \$425
	Owner's Policy	\$525 for policies \$15,000 and under, plus \$3 for each additional \$1,000 or less of coverage up to \$100,000, plus \$2 for each additional \$1,000 or less of coverage between \$101,000 and \$500,000, plus \$1 for each additional \$1,000 or less of coverage between \$501,000 and \$1,000,000, plus \$0.075 for each additional \$1,000 of coverage above \$1,001,000. Reissue rate available at 20% discount, with a \$475 minimum.
	Special Assessment/Verification	\$25 - \$35
	Endorsements	\$0 - \$500 depending on coverages requested.
	Deed Preparation Fee	\$100 - \$150
	Closing Fee	\$250-\$350, plus \$25 per wire and \$100 for overnight service.
Point Title, LLC	Lender's Policy	\$400 - \$425
	Owner's Policy	\$525 for policies \$15,000 and under, plus \$3 for each additional \$1,000 or less of coverage up to \$100,000, plus \$2 for each additional \$1,000 or less of coverage between \$101,000 and \$500,000, plus \$1 for each additional \$1,000 or less of coverage between \$501,000 and \$1,000,000, plus \$0.075 for each additional \$1,000 of coverage above \$1,001,000. Reissue rate available at 20% discount, with a \$475 minimum.
	Special Assessment/Verification	\$75 minimum; varies by municipality and number of parcels.
	Endorsements	\$0 - \$500 depending on coverages requested.
	Deed Preparation Fee	\$95
	Closing Fee	\$150-\$350, plus \$25 per wire and overnight package.

[see acknowledgment on the reverse/preceding page]



Don't Let Scam Artists Steal Your Money!

Because you are going to be involved in a real estate transaction where money is changing hands, you are a potential target for cyber-criminals.

These sophisticated criminals could:

- Try to hack into your email account or the email of other persons involved in your transaction and direct you to send a wire to the hacker's account.
- They can even send you emails, or forward emails, that appear to be from your agent, your closer or another trusted source!

**When you are using First Weber, Inc.
and our family of services,
we will NEVER ask you to wire money via email,
EVER!**

If you receive wiring instructions, or other requests to send nonpublic personal information, even if it appears legitimate, do not send money to that account. Always verify such instructions directly with your closer and your bank.

When confirming instructions, DO NOT use a phone number or other contact information from an email! Use a business phone number for your closer or bank from an independently verified source.

If you receive an email message directly or forwarded concerning any transaction involving First Weber, Inc., and the email requests that you send funds or provide nonpublic personal information, **DO NOT RESPOND TO THE EMAIL.**

Immediately contact the authorities, contact First Weber, Inc. at 608-443-2255, and please forward any suspected email fraud to: antifraud@firstweber.com

I acknowledge the above information:

(Buyer/Seller) _____

(Date) 10/4/2022 Erin Salmon, Village Administration

(Buyer/Seller) _____

(Date) 10/4/2022 Phillip Possehl, Village President



FIRSTWEBER

— REALTORS® —

a Berkshire Hathaway affiliate

08/2017 Form #649

CORONAVIRUS (COVID-19) ADVISORY

The Coronavirus (COVID-19) pandemic has impacted the real estate world and conduct of real estate transactions. COVID-19 is very contagious and serious. Vaccination has mitigated the risks, but all services are still subject to whatever safety precautions and protocols as may apply in any given situation.

Safety Precautions & Protocols: All persons are aware our country is still threatened by the COVID-19 pandemic. Although vaccinations have allowed reopening of many activities, all acknowledge that the threat of COVID-19 remains, and all parties understand that even despite vaccination or precautions buying/selling properties necessarily involves inherent risk of potential exposure. We expect all individuals involved to do his/her best to adhere to all safety guidelines and protocols as may apply to any specific situation. For guidance see Center for Disease Control (CDC), the Wisconsin Department of Health Services (DHS) and local authorities and medical providers. We therefore request and expect that each individual involved in the buying/selling process be candid and transparent as to health condition, and if applicable to the situation, vaccination status, and to inform the others involved should that individual get COVID-19 or have to isolate or quarantine. All individuals are expected to bring their own personal protective equipment (PPE), as may be applicable for any given situation. Property owners are advised to follow all applicable safety guidelines in cleaning potentially exposed surfaces, if concerned, and individuals entering properties are requested to avoid actions that might contaminate property or objects, if avoidable. Hopefully the pandemic will finally be behind us soon, but until that point, we want all individuals to remain safe, and to take any precautions they consider necessary, and to respect the concerns of others, so as not to endanger themselves or others as we all make our way out of this pandemic.

Property Access: Selling and buying real estate traditionally involves liberal access to properties. As we continue through the COVID-19 pandemic, all should understand that some access (e.g., showings, inspections, walk-thru's, etc.), may still be restricted or delayed, depending upon the specific situation of the individuals involved or the property. If necessary, agent and Firm will facilitate to the greatest extent possible remote viewing technologies, e.g., virtual tours, live-streaming, or other remote viewing technological alternatives for consideration as desired or practical. The parties acknowledge any such alternative viewing methods provided through agents and Firm are intended for convenience or safety and are not intended as representations of property condition, unless expressly stated in writing. Buyer is responsible for verifying, by personal or professional inspection or testing contingencies, condition of the property and satisfaction of buyer's intended use, if material to buyer. Parties may consider a sight unseen/remote viewing contingency, if applicable.

Delays: Until this pandemic is brought to an end, there may be delays arising from the personal safety obligations of one or more of the parties or professionals involved. Delays may also occur when working with various businesses, professionals, and settlement service or third-party providers. We recommend parties confer with any such settlement service or third-party providers, including lenders, inspectors, title companies, etc., to see what amount of time is needed for scheduling of any activities and plan accordingly. Thankfully we have not experienced the types of closures or reduced operations originally feared under the pandemic, but all parties should still ensure that they allow sufficient time to complete the desired activities. If there are any expected delays or scheduling issues, the parties may consider adding whatever provisions or contingencies as may allow the parties to address whatever issue as may appear.

We acknowledge receipt of COVID-19 Advisory and consent to the safety guidelines and safety protocols.

Date: 10/4/2022

Date: 10/4/2022

Print Name: Erin Salmon, Village Administration

Print Name: Phillip Possehl, Village President



Village of Pardeeville

411 E 2nd St.
Pardeeville, WI 53954
608-697-9626
FAX 608-697-9626

SPECIAL EVENTS REVIEW APPLICATION

ENTITY/EVENT NAME: Chandler Park Holiday Lights

EVENT DATE: 11/26/22-1/1/23 RAIN DATE: _____

CONTACT PERSON: Phil Possehl PHONE: 608-697-9626

EMAIL ADDRESS: pviipossehl@gmail.com

MAILING ADDRESS: 511 W Chestnut St, Pardeeville WI 53954

ARE THERE ANY CO-SPONSORS? YES _____ NO ☒ WHO? _____

LOCATION OF EVENT (area and/or address)

Chandler Park

FULL SCHEDULE/DESCRIPTION OF ALL EVENTS TAKING PLACE (can attach brochure or flyer)

Lights/displays through entire park, lit from November 26 through January 1, Santa in shelter #3 on Friday, Saturday &

Sunday from 5-7 pm November 26 - December 23

DESCRIBE SECURITY PROTECTION (include police, fire, ambulance on call and location)

None

DESCRIBE EMERGENCY EVACUATION PLAN (in case of medical emergency, fire, weather, etc.)

N/A

ESTIMATED TOTAL IN ATTENDANCE PER DAY: Drive & walk through

WILL THERE BE ANY VENDORS: YES _____ NO X

PLEASE LIST VENDORS BY PERSONAL NAME, ADDRESS, PHONE (include company name if available):

List must be submitted to Village Clerk no later than 3 business days prior to the start of the event

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ENTITY MUST SUBMIT A CERTIFICATE OF LIABILITY INSURANCE (and answer the following):

INSURANCE COMPANY same as last year - will be provided prior to start of event

AMOUNT OF INSURANCE _____

PLEASE LIST ANY VILLAGE OWNED EQUIPMENT THAT YOU ARE REQUESTING (traffic cones, signs, barricades, etc.):

bucket truck & one employee to help put up lighted displays on poles & lights on tall pines at entrance to the park,
clip rope lights/cable on pole by scoreboard for rope light tree

PLEASE BE AWARE THAT YOU ARE RESPONSIBLE FOR RETURNING ALL OF THE BORROWED EQUIPMENT OR A REPLACEMENT FEE MAY BE CHARGED BACK TO YOUR ENTITY.

IF THERE ARE ANY FIREWORKS PLANNED YOU WILL NEED TO SUBMIT A SEPARATE FIREWORKS REVIEW APPLICATION.

PLEASE COMPLETE A DIAGRAM ON THE NEXT PAGE FOR THE SPECIAL EVENT OR SUBMIT A MAP WITH A ROUTE OR ANY OTHER NOTATIONS TO HELP EXPLAIN THE LAYOUT OF THE EVENT. INCLUDE ALL DISTANCES FROM STRUCTURES IN THE GENERAL AREA USED AND IF NECESSARY, SHOW A DIAGRAM OF THE STREETS AND AREAS WHERE SIGNS WILL BE PLACED AND INCLUDE ANY REQUESTS FOR LOCATION OF UTILITIES. PLEASE DO NOT PLACE ANY EVENT SIGNS IN THE VILLAGE RIGHT-OF-WAY.

Office Use: _____
Date Application Submitted: 9/26/22

Date of Village Board Approval: _____
Date Sheriff's Dept. Notified: _____
Date Fire Chief Notified: _____
Date EMS Director Notified: _____
Official's Signature: _____

PLEASE DRAW DIAGRAM/MAP FOR SPECIAL EVENT (include all distances from structures in the general area and also show a diagram of the streets and areas where signs will be placed and include any requests for location of utilities) FEEL FREE TO USE ADDITIONAL PAGES.

VYTAS P. ŠALNA
ATTORNEY AT LAW
P.O. BOX 412
PORTAGE, WI 53901

Office Location
417 W. Wisconsin Street
Portage, WI 53901

608/742-4434
Fax No 608/742-1943

March 1, 2006

Ms. Katie Frederickson
Village Administrator
P.O. Box 217
Pardeeville, WI 53954

RE: Municipal Libraries

Dear Katie:

A question arose recently relative to the operation of a municipal library. The statute sections dealing with municipal libraries are found in Sections 43.52 through and including 43.58 of the Wisconsin Statutes. The Village of Pardeeville has a municipal library. Under the powers and duties of a municipal library as expressed under 43.58, the Library Board shall have the **exclusive** control over the expenditure of all monies collected. The Board shall also have exclusive charge and control of all lands, building, money and other property acquired by the municipality for library purposes. The Library Board shall supervise the administration of the public library and shall appoint a Librarian. The Library Board shall approve all vouchers for the expenditures for the library and shall forward those vouchers to the appropriate Municipal Clerk for payment. The municipality, after getting the bills from the Municipal Clerk shall pay the library bills as other municipal bills are paid.

The Library Board has the power and authority to pay whatever salaries or wages they wish to pay, based on the funds that are available to them. They have the authority to hire, fire and discipline library employees. The library employees are municipal employees and the Library Board can establish their benefits.

As to the question as to whether the municipality can bill the library for bookkeeping, audit and other record keeping purposes, the law is not clear. There is a difference of opinion, as can be expected, between those who govern libraries and those who work with municipalities. I am aware that some municipalities do charge library boards for such record keeping, billing and audit purposes. I am not aware of any court cases or laws that prohibit that.

In conclusion, I want to state that libraries, to a great degree, are stand alone entities that control their buildings, monies and employees, but are subject to budgetary allotments received from a municipal government.

Thank you for your consideration.

Very truly yours,


Vytas P. Šalna

- (c) The appointing authority shall appoint as one of the members a school district administrator, or the administrator's representative, to represent the public school district or districts in which the public library is located. Not more than one member of the municipal governing body shall at any one time be a member of the library board.
- (d) No compensation shall be paid to the members of a library board for their services, except as follows:
1. Members may be reimbursed for their actual and necessary expenses incurred in performing duties outside the municipality if so authorized by the library board.
 2. Members may receive per diem, mileage and other necessary expenses incurred in performing their duties if so authorized by the library board and the municipal governing body.
- (e) A majority of the membership of a library board constitutes a quorum, but any such board may, by regulation, provide that 3 or more members thereof shall constitute a quorum. For library boards organized under par. (am), a majority of those seats on the board that are currently filled constitutes a quorum.
- (1m)
- (a) Boards appointed for joint libraries under s. 43.53 shall:
1. Consist of 7 to 11 members and be representative of the populations of the participating municipalities.
 2. Be appointed by the head of the municipal governing body of each participating municipality and county board chairperson of the participating county.
- (b) Subsections (1) (b) to (e) and (2) apply to joint library boards.
- (2) As soon as practicable after the first appointments, at a date and place fixed by the appointing officer, and annually thereafter within 60 days after the beginning of terms, the members of the library board shall organize by the election, from among their number, of a president and such other officers as they deem necessary.
- (3) In any city of the 2nd or 3rd class, the common council may, by a two-thirds vote, provide for the reduction of the number of appointive members of the library board to 7. Thereupon, whenever a term expires or a vacancy occurs, no appointment shall be made until the number of such members has been so reduced, whereupon the remaining members shall be by lot divided by the common council into 3 classes, 3 to serve for 3 years, 2 to serve for 2 years and 2 to serve for one year, respectively, from the date of such completed reduction, and thereafter each regular appointment shall be for a term of 3 years.

43.58 Powers and duties.

- (1) The library board shall have exclusive control of the expenditure of all moneys collected, donated or appropriated for the library fund, and of the purchase of a site and the erection of the library building whenever authorized. The library board also shall have exclusive charge, control and custody of all lands, buildings, money or other property devised, bequeathed, given or granted to, or otherwise acquired or leased by, the municipality for library purposes.
- (2)
- (a) The library board shall audit and approve all expenditures of the public library and forward the bills or vouchers covering the expenditures, setting forth the name of each claimant or payee, the amount of each expenditure, and the purpose for which it was expended, to the appropriate municipal or county financial officer or, in the case of a school district, the school district clerk. The library board shall include a statement, signed by the library board secretary or other designee of the library board, that the expenditure has been incurred and that the library board has audited and approved the expenditure. The appropriate municipal, county, or school district official shall then pay the bill as others are paid.
- (b) Notwithstanding par. (a), regular wages or salary or other recurring payments, authorized by the library board and verified by the appropriate library official, may be paid by the appropriate municipal, county, or school district official by the date due or, in the case of salaries, by the regular pay day. The library board shall audit and approve any such payment at its next regular meeting.
- (3) Any person having a claim or demand against the municipality or county growing out of any act or omission of the library board shall file with the library board a written statement thereof. If the claim or demand or any part thereof is disallowed, the claimant may bring an action against the municipality or county.
- (4) Notwithstanding ss. 59.17 (2) (br) and 59.18 (2) (b), the library board shall supervise the administration of the public library and shall appoint a librarian, who shall appoint such other assistants and employees as the library board deems necessary, and prescribe their duties and compensation.
- (5) The library board may employ competent persons to deliver lectures upon scientific, literary, historical or educational subjects; and may cooperate with the University of Wisconsin System, technical college district boards, the historical society, the department, cooperative educational service agencies, school boards and other educational institutions to secure such lectures or to foster and encourage by other means the wider use of books and other resource, reference and educational materials upon scientific, historical, economic, literary, educational and other useful subjects.
- (6)
- (a) Within 60 days after the conclusion of the fiscal year of the municipality or county in which the public library is located, the library board, including a library board under s. 43.57 (4) (bm), shall make a report to the division and to its governing body or, for a library board under s. 43.57 (4) (bm), shall make a report to the division and
- trial lib.*

Who Runs the Library?

The mission of most public libraries is to support the educational, recreational, and informational needs of the community. Everyone is welcome at the library, from the preschooler checking out his or her first book to the hobbyist looking for a favorite magazine to the middle-aged breadwinner continuing her education by taking a class over the Internet.

Providing a large number of services to meet the needs of a diverse population requires a large supporting cast including trustees, the library director and staff, and representatives of the municipal government. When all members of the team know their responsibility and carry out their particular tasks, the library can run like a well-oiled machine. When one of the players attempts to take on the job of another, friction may cause a breakdown.

Responsibilities of the Library Board

The separate roles and responsibilities of each member of the team are spelled out in Wisconsin Statutes under Section 43.58, which is titled “Powers and Duties.” The primary responsibilities of trustees assigned here include:

- Exclusive control of all library expenditures.
- Purchasing of a library site and the erection of the library building *when authorized*.
- Exclusive control of all lands, buildings, money, and property acquired or leased by the municipality for library purposes.
- Supervising the administration of the library and appointing a librarian.
- Prescribing the duties and compensation of all library employees.

This charge from the legislature provides library boards, but not individual trustees, with considerable discretion to operate libraries as they deem necessary independent of direct control by other municipal players—city councils, town boards, mayors, village board presidents, etc. In providing this governance structure for libraries, the legislature was attempting to keep library operations under direct citizen control and as far as possible outside the political sphere of government. Compared with other appointed boards, library boards have extraordinary powers and responsibilities. Many other appointed boards can only recommend actions to an elected board or council higher up the ladder of government. Library board actions are made independently of any further approval by other government bodies or officials as long as such actions are within statutory authority.

The independent authority granted to public library boards is intended to protect the historic role of the public library as a source of unbiased information.

2

In This Trustee Essential

- Responsibilities of the library board
- Responsibilities of the library director
- The division of labor between the library director and the board
- Responsibilities of the municipal government

Responsibilities of the Director

While the library board is charged with the full responsibility for deciding what services the library will provide, and setting policy to regulate service for the benefit of all, it is the library director who should be delegated responsibility for supervising day-to-day operations of the library.

As stated above, the library board appoints a librarian who shall appoint other employees. This charge of the legislature sets up a clear chain of command between the library board and library employees. The library director is the chief operating officer of the library, reporting to and typically serving at the pleasure of the library board. All other employees report to the library director. The library director is the professional in charge of the library. His or her duties include (but are not limited to):

1. Overseeing the library budget and preparing reports as required by the board.
2. Managing of library collections, including selecting all library material according to policies approved by the board, oversight of the cataloging and classification of library material, and the operation of automated systems.
3. Hiring, training, supervising, and scheduling other library personnel.
4. Supervising circulation of material and record keeping.
5. Cooperating with the board, community officials, and groups in planning library services and publicizing library programs within the community.
6. Supervising the maintenance of all library facilities and equipment.

Depending on the size of the library, the director will provide public services either directly or with the assistance of other staff. In all cases, the library director is an ambassador to the community, the professional consultant to the board, a politician representing the library to municipal officers, and a person skilled in public relations. The days are long gone, even in the smallest library, where all the director is expected to do is to check out books and greet the public.

The Division of Labor between the Library Board and the Director

The *library board* decides what services the library will provide and to what lengths the director and his or her staff may go to provide those services. However, it is up to the *director*, as the hired professional, to create the procedures needed to carry out the policies of the board and ensure that services are provided effectively and efficiently. While the *board* alone can decide how many employees the library should have, according to Section 43.58(4) it is the *director* who hires and supervises other staff. Except in extreme situations, library trustees should not discuss library business with employees other than the *director*. The library board may solicit library staff input on the director's performance as part of a formal

evaluation process. (See *Trustee Essential #6: Evaluating the Director* for more information about the evaluation process.)

Administration of the budget and expenditure of funds is a frequent source of misunderstanding regarding the division of labor between boards and directors. Section 43.58(2) states that "The library board shall audit and approve all expenditures of the public library." This statement is sometimes interpreted by individual boards to mean they must negotiate the necessity of every purchase with the library director, whether the purchase is an expensive computer system or a two-dollar box of pencils. Fortunately, in most libraries, the director is given reasonable latitude to administer the budget and expend funds according to board guidelines. The library board must review expenditures and keep an eye on the flow of funds, but should trust the judgment of the director when it comes to which books to purchase or which is the most economical office supply vendor.

Responsibilities of Municipal Governments

The most frequent source of misunderstanding between library boards and their municipal government regards expenditure of funds. This is actually one area where the statutes are quite clear on what is to happen. When the director, or his authorized staff, makes a purchase of material or service, an invoice is received from the vendor. The director will then prepare a group of invoices for review at the monthly meeting of the library board. Usually, the director will also provide a list of the invoices along with a financial statement indicating how much money will be left in each line of the budget after payment is made. According to Wisconsin Statutes Section 43.58(2), "The library board shall audit and approve all expenditures" and forward these to the appropriate municipal or county financial officer. The municipal or county officer must then pay the bill. No further approval is necessary by any municipal or county body or official.

At times, municipal and county boards believe that this procedure outlined in statute causes them to lose control over library spending. They are, after all, accustomed to approving the expenditures of other city/county departments. In fact, municipal governments maintain a great deal of leverage over library boards, since it is the municipal body that decides on the amount of the annual appropriation for library service. It is the chief municipal officer—mayor, village president, county board chair, etc.—who appoints the library board in the first place. Budgets may be cut in future years or trustees may not be re-appointed in cases where there is too much dissension between the library and its governing municipality. Therefore, close cooperation and communication between the two is essential.

One final point on finances: while the library board has full authority over the expenditure of funds, the municipality holds the money. The library board may take out a bank account and/or entrust library funds to a financial secretary, but only donations and other private funds. All other funds must be deposited in the municipality's (or county's) library fund. The library board has control over the use of the money in the municipality-held library fund, but it does not sign the checks or maintain physical control over the actual dollars and cents in the fund. (See *Trustee Essential #9: Managing the Library's Money* for more information.)

Besides acting as the “banker” for the library, municipalities can help out the library in an infinite variety of other ways. They may help with purchasing, or with private fund raising for a building project; they may provide invaluable consulting on building maintenance issues; in many smaller communities they may even take over building maintenance for the library. By the same token, the most successful libraries are often partners in promoting municipal service agendas. For example, the library director will attend department-head meetings with other administrators. He or she may attend city council meetings and give a report. The library may provide services on behalf of the municipality, such as maintaining the village webpage. Just as the municipality is a partner in providing library service, the library can be a strong partner in providing municipal service to the community.

Discussion Questions

1. What are the pros and cons of citizen board control of the library?
2. How are requests for expenditures presented and approved at your library?
3. Who prepares the first draft of the library budget?
4. What is the education and background of your director?
5. How do library personnel and/or the board interact with your local government?
6. How can the library board promote a positive relationship with the municipality?
7. How involved, or uninvolved, is your director with the community and municipal government?
8. How is the annual budget and funding request presented to your municipal government?

Sources of Additional Information

- *Wisconsin Trustee Training Module #1: Library Board Powers and Duties* (pld.dpi.wi.gov/pld_trustee)
- Your regional library system staff (See *Trustee Tool B: Library System Map and Contact Information*.)
- Division for Libraries and Technology staff (See *Trustee Tool C: Division for Libraries and Technology Contact Information*.)

Trustee Essentials: A Handbook for Wisconsin Public Library Trustees was prepared by the DLT with the assistance of the Trustee Handbook Revision Task Force.

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Erin Salmon

Subject: FW: STH 22 ????
Attachments: Village of Pardeeville.pdf

From: Kevin Lord <KLord@msa-ps.com>
Sent: Thursday, September 15, 2022 8:19 AM
To: Erin Salmon <dpw@villageofpardeeville.net>
Subject: RE: STH 22 ????

OK here so I think here is what is going on.




See the attached pdf as that is the pay request and this matches your payments when totaled together along with the retainage of the \$448k+. If you look at page 5 of the pdf this shows the last of the bid items and all the alternate bids which shows the \$448k+. However I am not sure this includes the change order items in this document (I agree they are included in the contract amount on the front sheet just not in the bid items).

See the spreadsheet that shows the change orders with I think added \$11,393.25 to the cost but were never included in the payment section (highlighted in green). You can still see the \$448k+ through all the alternate bids as well.

So I agree that the change order items were included in the contract amount in the front sheet but am not seeing they were included in the work to date number or it came after the fact. I am assuming that Ty reviewed these.

Let me know if you want to run through these.
Thanks



Kevin Lord, PE, PLS | Municipal Engineer, Surveyor
MSA Professional Services, Inc.
+1 (608) 242-6617
  

From: Erin Salmon <dpw@villageofpardeeville.net>
Sent: Wednesday, September 14, 2022 6:58 PM
To: Kevin Lord <KLord@msa-ps.com>
Subject: RE: STH 22 ????

Hi Kevin,

Attached is a screenshot from Caselle, checks paid to Gerke. Totals \$448,702.37. So the cover page is correct, what they submitted for their pay app? It shows contract amount, adds in the C.O.'s, totaling the \$448K.

The flat pipe was right in the beginning of the project I think. I was in the NICU with my baby and Brian (and Ty) were inspecting. I remember getting a call from Brian while I was in the hospital. I actually packed the plan set in my maternity bag. See attached email snip from Gerke, as I was asking them for the price break down on C.O.2., flat sewer lateral. I guess there was concern on the pitch, it was a stub I think for future use?

Thanks much!

Erin M. Salmon, P.W.M.

Village Administrator & Director of Public Works
Village of Pardeeville/Pardeeville Public Utilities
114 Lake St.
Pardeeville, WI
P: 608-429-3121
F: 608-429-3714

"A mistake which makes you humble, is much better than an achievement that makes you arrogant."

From: Kevin Lord <KLord@msa-ps.com>
Sent: Monday, September 12, 2022 5:11 PM
To: Erin Salmon <dpw@villageofpardeeville.net>
Subject: RE: STH 22 ????

Hello again Erin

Do you have a final bill that the Village paid on this then?? I just want to know for sure if this was not paid. Attached is the spreadsheet that she sent me. The only edit I did now is the highlights from what they sent me. You can see that the change order items (in yellow) are shown on the work currently done but it does not show up on the total to date. Thus the contract total is shown as the \$448,702.34 on the front sheet which does not include the change order. I honestly do not recall the flat sewer pipe so am hitting a blank on that. So I just was wondering what was overall paid then in total. Not sure if that all makes sense and I do not seem to have a copy of the final pay request.
Thanks



Kevin Lord, PE, PLS | Municipal Engineer, Surveyor

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From: Erin Salmon <dpw@villageofpardeeville.net>
Sent: Monday, September 12, 2022 3:14 PM
To: Kevin Lord <KLord@msa-ps.com>
Subject: RE: STH 22 ????

Hi Kevin,

How are you? Sorry for my delay. My 10 day vacation before the Holiday weekend has me set FAR behind. LOL!!

So, I found the signed CO 2. Flat sewer pipe work near 157+74 was work done by Gerke. So any unpaid invoice from Visu is on Gerke. Hope that helps. :))

Please see both attachments.

Thanks much!

Erin M. Salmon, P.W.M.

Village Administrator & Director of Public Works
Village of Pardeeville/Pardeeville Public Utilities
114 Lake St.
Pardeeville, WI

P: 608-429-3121

F: 608-429-3714

"A mistake which makes you humble, is much better than an achievement that makes you arrogant."

From: Kevin Lord <KLord@msa-ps.com>

Sent: Tuesday, September 6, 2022 4:29 PM

To: Erin Salmon <dpw@villageofpardeeville.net>

Subject: STH 22 ????

Hello Erin

I hope all is well with you. You know I have a question if I am buttering up at the beginning here. So I just got a call from Gehrke Excavating with regards to the work done on STH 22 in 2020. They received a bill from visu-sewer on some work not paid as a subcontractor to Gehrke. Attached is the last invoice and payment they received from the Village and her question is the items shown as change orders. The totals per the pay application have it at \$448,702.34 in the total completed to date column. This pay application shows retainage being held yet but they said they received that so they have been paid in full this amount.

However there is shown on the front page a couple of change orders. I attached one that I had but not seeing the second one. I know you were doing some of the construction observation out there and Ty was assisting from here. Ty has left here so I do not have him to ask. The question Gehrke is wondering is whether this work was done as it does not appear to be included in the pay application. I cannot recall what the item for the flat sewer pipe was either. I can find the field book here if needed as well but I know it was kind of a team effort on some of the CRS items so just wondering what you recall as well.

Thanks



Kevin Lord, PE, PLS | Municipal Engineer, Surveyor

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Erin Salmon

From: Kevin Lord <KLord@msa-ps.com>
Sent: Monday, September 19, 2022 4:24 PM
To: Tanya Scott
Subject: RE: Village of Pardeeville

Hello Tanya

Sorry this has taken some time but I did get in touch with Erin at the Village and it appears there was something not adding on the spreadsheet when supplied to us. I believe Adam Gasser was working on the pay requests and provided these for review. Erin has talked with the Village attorney and not sure if the Village can do anything or not as the lien waivers were signed so everything was paid in full. That all being said she understands the work was done and is planning on taking this to the Village Board to discuss and we will let you know as they will have to make a decision. Thanks



Kevin Lord, PE, PLS | Municipal Engineer, Surveyor

MSA Professional Services, Inc.

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From: Tanya Scott <tjs@gerkeexcavating.com>
Sent: Tuesday, September 6, 2022 3:24 PM
To: Kevin Lord <KLord@msa-ps.com>
Subject: Village of Pardeeville

Attached is the spreadsheet that we had on file for billing information, and I also attached the documents we received with the check.

Let me know what you remember about the change order items. To me, it looks like the work was done but due to formula errors in excel it did not get captured in payment.

Thanks!



Tanya Scott, Contract Specialist

Gerke Excavating, Inc.

Allan Gerke & Sons, Inc.

Permian Excavating, Inc.

Central State Construction, LLC.

15341 State Hwy 131, Tomah, WI 54660


608.372.4203 Office

608.372.4139 Fax

tjs@gerkeexcavating.com

Contractor's Application for Payment No.

1

To (Owner): Village of Pardeeville	Application Period: Project Start to 3/20/2020	Application Date: 5/24/2020
Project: Village of Pardeeville STH 22 Utility Rehab Project	From (Contractor): Gerke Excavating Inc.	Via (Engineer): MSA Professional Services, Inc. 
Owner's Contract No.:	Contract: Village of Pardeeville STH 22 Utility Rehab Project	Engineer's Project No.: 00041002
	Contractor's Project No.: 19582	

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1: Line 12" CMP	\$ 5,575.00	
2. Flat sewer pipe	\$5,618.25	
TOTALS	\$ 11,193.25	\$ -
NET CHANGE BY CHANGE ORDERS	\$ 11,193.25	

1. ORIGINAL CONTRACT PRICE.....	\$ 474,133.95
2. Net change by Change Orders.....	\$ 11,193.25
3. Current Contract Price (Line 1 ± 2).....	\$ 485,327.20
4. TOTAL COMPLETED AND STORED TO DATE (Column F or I total on Progress Estimates).....	\$ 448,702.34
5. RETAINAGE:	
a. 5% X \$448,702.34 Work Completed.....	\$ 22,435.12
b. 5% X \$0.00 Stored Material.....	\$ 0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 22,435.12
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 426,267.23
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$
8. AMOUNT DUE THIS APPLICATION.....	\$ 426,267.23
9. BALANCE TO FINISH, PLUS RETAINAGE (Column [G for LS] or [J for UP] total on Progress Estimates + Line 5.c above).....	\$ 553,539.97

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 Signature

By:	Date:
-----	-------

Payment of: \$ 426,267.23
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

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

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Village of Pardeeville STH 22 Utility Rehab Project											Application Number: 2					
Application Period: Project Start to 3/20/2020											Application Date: 6/11/2020					
A						B		C	D	E	F	G	H	I		J
Item			Contract Information				Work Completed to Date					Materials Presently Stored (not in F)	Total Completed and Stored to Date (G + H)	% (I / B)	Balance to Finish (B - I)	
Bid Item No.	Spec. Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantities from Previous Pay Applications	Estimated Quantities Installed this Pay Period	Value of Work Installed this Pay Period	Total Estimated Quantity Installed	Value of Work Installed to Date					
1.		Mobilization, Bonds, & Insurance	1	LS	\$53,223.64	\$53,223.64		1.00	\$53,223.64	1	\$53,223.64	\$0.00	\$53,223.64	100.0%	\$0.00	
2.		Traffic Control	1	LS	\$5,250.00	\$5,250.00		1.00	\$5,250.00	1	\$5,250.00	\$0.00	\$5,250.00	100.0%	\$0.00	
3.		Erosion Control	1	LS	\$3,567.46	\$3,567.46		1.00	\$3,567.46	1	\$3,567.46	\$0.00	\$3,567.46	100.0%	\$0.00	
4.		Topsoil, Remove & Salvage	100	SY	\$18.40	\$1,840.00		97.70	\$1,797.68	98	\$1,797.68	\$0.00	\$1,797.68	97.7%	\$42.32	
5.		Asphalt Pavement Removal, Roadway & Drives	85	SY	\$9.35	\$794.75		60.30	\$563.81	60	\$563.81	\$0.00	\$563.81	70.9%	\$230.95	
6.		Concrete Curb & Gutter Removal	185	LF	\$8.56	\$1,583.60		171.00	\$1,463.76	171	\$1,463.76	\$0.00	\$1,463.76	92.4%	\$119.84	
7.		Concrete Sidewalk, Ramp, and Drive Removal	575	SF	\$1.38	\$793.50		476.00	\$656.88	476	\$656.88	\$0.00	\$656.88	82.8%	\$136.62	
8.		Concrete Curb Cut	45	LF	\$31.64	\$1,423.80		15.00	\$474.60	15	\$474.60	\$0.00	\$474.60	33.3%	\$949.20	
9.		Asphalt Driveway Pavement, 3-Inch	8	SY	\$78.75	\$630.00		8.70	\$685.13	9	\$685.13	\$0.00	\$685.13	108.8%	-\$55.13	
10.		Concrete Curb and Gutter, 30-Inch	180	LF	\$36.75	\$6,615.00		440.00	\$16,170.00	440	\$16,170.00	\$0.00	\$16,170.00	244.4%	-\$9,555.00	
11.		Concrete Sidewalk, 4-Inch Thick	275	SF	\$8.40	\$2,310.00		384.50	\$3,229.80	385	\$3,229.80	\$0.00	\$3,229.80	139.8%	-\$919.80	
12.		Concrete Ramp, 6-Inch Thick W/Base	330	SF	\$10.75	\$3,547.50		410.50	\$4,412.88	411	\$4,412.88	\$0.00	\$4,412.88	124.4%	-\$865.38	
13.		Concrete Sidewalk, and Drives, 7-Inch Thick	450	SF	\$8.40	\$3,780.00		197.00	\$1,654.80	197	\$1,654.80	\$0.00	\$1,654.80	43.8%	\$2,125.20	
14.		Detectable Warning Field, (Yellow)	50	SF	\$47.25	\$2,362.50		48.00	\$2,268.00	48	\$2,268.00	\$0.00	\$2,268.00	96.0%	\$94.50	
15.		PVC Conduit, 2-Inch	55	LF	\$49.00	\$2,695.00		0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	0.0%	\$2,695.00	
16.		Ditch Grading	1	LS	\$5,519.99	\$5,519.99		1.00	\$5,519.99	1	\$5,519.99	\$0.00	\$5,519.99	100.0%	\$0.00	
17.		Topsoil, Seed, Fertilizer and Mulch	100	SY	\$4.88	\$488.00		97.70	\$476.78	98	\$476.78	\$0.00	\$476.78	97.7%	\$11.22	
18.		Asphalt Pavement Removal, Roadway & Drives	350	SY	\$6.78	\$2,373.00		453.90	\$3,077.44	454	\$3,077.44	\$0.00	\$3,077.44	129.7%	-\$704.44	
19.		Concrete Curb and Gutter Removal	250	LF	\$6.33	\$1,582.50		215.00	\$1,360.95	215	\$1,360.95	\$0.00	\$1,360.95	86.0%	\$221.55	
20.		Concrete Sidewalk/Ramp, and Drive Removal	450	SF	\$1.77	\$796.50		516.00	\$913.32	516	\$913.32	\$0.00	\$913.32	114.7%	-\$116.82	
21.		Storm Structure Removal	12	EA	\$790.46	\$9,485.52		12.00	\$9,485.52	12	\$9,485.52	\$0.00	\$9,485.52	100.0%	\$0.00	
22.		Storm Sewer Removal, RCP	342	LF	\$11.56	\$3,953.52		288.00	\$3,329.28	288	\$3,329.28	\$0.00	\$3,329.28	84.2%	\$624.24	
23.		Storm Sewer Removal, CMP	8	LF	\$99.33	\$794.64		97.50	\$9,684.68	98	\$9,684.68	\$0.00	\$9,684.68	1218.8%	-\$8,890.04	
24.		Concrete Sidewalk, and Drives, 7-Inch Thick	447	SF	\$8.40	\$3,754.80		0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	0.0%	\$3,754.80	
25.		Concrete Curb and Gutter, 30-Inch	182	LF	\$36.75	\$6,688.50		0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	
26.		Asphalt Driveway Pavement, 3-Inch	59	SY	\$64.05	\$3,778.95		91.00	\$5,828.55	91	\$5,828.55	\$0.00	\$5,828.55	154.2%	-\$2,049.60	
27.		Storm Inlet, 2'x3' W/Inlet Casting R-3246	8	EA	\$2,031.04	\$16,248.32		8.00	\$16,248.32	8	\$16,248.32	\$0.00	\$16,248.32	100.0%	\$0.00	
28.		Storm Inlet, 2'x3' W/Mountable Inlet Casting R-3246-1	3	EA	\$1,982.57	\$5,947.71		3.00	\$5,947.71	3	\$5,947.71	\$0.00	\$5,947.71	100.0%	\$0.00	
29.		Storm Manhole, 4' Dia. W/ Casting R-1550-A	1	EA	\$2,415.50	\$2,415.50		1.00	\$2,415.50	1	\$2,415.50	\$0.00	\$2,415.50	100.0%	\$0.00	
30.		12" RCP Storm Sewer	287	LF	\$51.80	\$14,866.60		362.00	\$18,751.60	362	\$18,751.60	\$0.00	\$18,751.60	126.1%	-\$3,885.00	
31.		15" RCP Storm Sewer	55	LF	\$53.63	\$2,949.65		0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	0.0%	\$2,949.65	
32.		12" CMP Storm Sewer	45	LF	\$54.04	\$2,431.80		46.00	\$2,485.84	46	\$2,485.84	\$0.00	\$2,485.84	102.2%	-\$54.04	
33.		30" CMP Storm Sewer	8	LF	\$188.88	\$1,511.04		10.00	\$1,888.80	10	\$1,888.80	\$0.00	\$1,888.80	125.0%	-\$377.76	
34.		12" CMP Apron Endwall	2	EA	\$454.42	\$908.84		2.00	\$908.84	2	\$908.84	\$0.00	\$908.84	100.0%	\$0.00	
35.		30" CMP Apron Endwall	1	EA	\$1,101.10	\$1,101.10		0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	0.0%	\$1,101.10	
36.		Adjust Storm Structure Casting	13	EA	\$416.17	\$5,410.21		12.00	\$4,994.04	12	\$4,994.04	\$0.00	\$4,994.04	92.3%	\$416.17	
37.		Utility Trench Patch	366	SY	\$28.83	\$10,551.78		453.90	\$13,085.94	454	\$13,085.94	\$0.00	\$13,085.94	124.0%	-\$2,534.16	
38.		Storm Sewer Trench Backfill	395	TF	\$7.36	\$2,907.20		0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	0.0%	\$2,907.20	
39.		Topsoil, Seed, Fertilizer and Mulch	80	SY	\$7.33	\$586.40		44.30	\$324.72	44	\$324.72	\$0.00	\$324.72	55.4%	\$261.68	
40.		Asphalt Pavement Removal, Roadway & Drives	100	SY	\$7.95	\$795.00		198.10	\$1,574.90	198	\$1,574.90	\$0.00	\$1,574.90	198.1%	-\$779.90	
41.		1-Inch Water Service Replacement, Complete	72	LF	\$48.52	\$3,493.44		96.00	\$4,657.92	96	\$4,657.92	\$0.00	\$4,657.92	133.3%	-\$1,164.48	
42.		2-Inch Thick Rigid Insulation	120	SF	\$13.94	\$1,672.80		768.00	\$10,705.92	768	\$10,705.92	\$0.00	\$10,705.92	640.0%	-\$9,033.12	
43.		Lower and Insulate 1-Inch Water Service	1	LS	\$1,824.64	\$1,824.64		4.00	\$7,298.56	4	\$7,298.56	\$0.00	\$7,298.56	400.0%	-\$5,473.92	
44.		Utility Trench Patch	94	SY	\$28.37	\$2,666.78		198.10	\$5,620.10	198	\$5,620.10	\$0.00	\$5,620.10	210.7%	-\$2,953.32	
45.		Water Service Trench Backfill	80	TF	\$20.70	\$1,656.00		0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	0.0%	\$1,656.00	
46.		Topsoil, Seed, Fertilizer and Mulch	50	SY	\$9.32	\$466.00		91.50	\$852.78	92	\$852.78	\$0.00	\$852.78	183.0%	-\$386.78	
47.		Asphalt Pavement Removal, Roadway & Drives	675	SY	\$4.02	\$2,713.50		665.20	\$2,674.10	665	\$2,674.10	\$0.00	\$2,674.10	98.5%	\$39.40	
48.		Bypass Pumping	1	LS	\$11,727.51	\$11,727.51		0.30	\$3,518.25	0.3	\$3,518.25	\$0.00	\$3,518.25	30.0%	\$8,209.26	
49.		Remove/Replace Sanitary Manhole - Complete W/Casting	5	EA	\$4,393.62	\$21,968.10		5.00	\$21,968.10	5	\$21,968.10	\$0.00	\$21,968.10	100.0%	\$0.00	
50.		Remove Replace Sanitary Sewer, 8-Inch	635	LF	\$60.76	\$38,582.60		362.00	\$21,995.12	362	\$21,995.12	\$0.00	\$21,995.12	57.0%	\$16,587.48	
51.		Remove Replace Sanitary Sewer, 10-Inch	39	LF	\$91.81	\$3,580.59		34.50	\$3,167.45	35	\$3,167.45	\$0.00	\$3,167.45	88.5%	\$413.15	
52.		8-Inch x 4-Inch Wye W/Reconnect	11	EA	\$377.70	\$4,154.70		15.32	\$5,786.36	15	\$5,786.36	\$0.00	\$5,786.36	139.3%	-\$1,631.66	

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Village of Pardeeville STH 22 Utility Rehab Project											Application Number: 2				
Application Period: Project Start to 3/20/2020											Application Date: 6/11/2020				
A					B	C	D	E	F	G	H	I		J	
Item			Contract Information			Work Completed to Date					Materials Presently Stored (not in F)	Total Completed and Stored to Date (G + H)	% (I / B)	Balance to Finish (B - I)	
Bid Item No.	Spec. Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)	Quantities from Previous Pay Applications	Estimated Quantities Installed this Pay Period	Value of Work Installed this Pay Period	Total Estimated Quantity Installed					Value of Work Installed to Date
53.		Adjust Existing Sanitary Manhole W/Casting	5	EA	\$692.76	\$3,463.80		3.00	\$2,078.28	3	\$2,078.28	\$0.00	\$2,078.28	60.0%	\$1,385.52
54.		Asphalt Driveway Pavement, 3-Inch	40	SY	\$64.05	\$2,562.00		0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	0.0%	\$2,562.00
55.		Utility Trench Patch	627	SY	\$22.14	\$13,881.78		665.20	\$14,727.53	665	\$14,727.53	\$0.00	\$14,727.53	106.1%	-\$845.75
56.		Sanitary Sewer Trench Backfill	371	TF	\$27.49	\$10,198.79		0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	0.0%	\$10,198.79
57.		Topsoil, Seed, Fertilizer and Mulch	800	SY	\$2.66	\$2,128.00		250.40	\$666.06	250	\$666.06	\$0.00	\$666.06	31.3%	\$1,461.94
Total: Items #1-#57						\$325,004.85					\$0.00	\$0.00	\$0.00	0.0%	\$325,004.85
Bid 1 - Sanitary Lining											\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
1a.		Flow Management/Bypass Pumping	1	LS	\$510.00	\$510.00		1.00	\$510.00	1	\$510.00	\$0.00	\$510.00	100.0%	\$0.00
2a.		Sanitary Sewer Cured In-Place Liner, 8-Inch	4700	LF	\$23.46	\$110,262.00		4753.00	\$111,505.38	4753	\$111,505.38	\$0.00	\$111,505.38	101.1%	-\$1,243.38
3a.		Reinstate Lateral Connections	109	EA	\$25.50	\$2,779.50		83.00	\$2,116.50	83	\$2,116.50	\$0.00	\$2,116.50	76.1%	\$663.00
Total: Alternate Bid 1						\$113,551.50		0.00	\$0.00		\$0.00	\$0.00	\$0.00	0.0%	\$113,551.50
Bid 2 - Storm Lining									\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
1b.		CMP Storm Sewer Cured In-Place Liner,30-Inch	0	LF	\$0.00	\$0.00		0.00	\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
Total: Alternate Bid 2						\$0.00		0.00	\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
Bid 3 - Sewer Lining									\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
1c.		Grout Lateral Connection to 36-Inches	109	EA	\$326.40	\$35,577.60		77.00	\$25,132.80	77	\$25,132.80	\$0.00	\$25,132.80	70.6%	\$10,444.80
Contract Totals						\$474,133.95			\$182,832.70		\$448,702.34	\$0.00	\$448,702.34	94.6%	\$25,431.61

NGEORDERS															
1		Line 12" CMP storm sewer pipe				\$ 55.00		105	\$5,775.00	105	\$0.00	\$0.00	\$0.00	0.0%	\$55.00
2		Flat sanitary sewer pipe				\$ 5,618.25		1	\$5,618.25	1	\$0.00	\$0.00	\$0.00	0.0%	\$5,618.25
3						\$ -			\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
4						\$ -			\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
5						\$ -			\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
6						\$ -			\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
7						\$ -			\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
8						\$ -			\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
9						\$ -			\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
10						\$ -			\$0.00		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
Change OrderTotals						\$5,673.25			\$11,393.25		\$0.00	\$0.00	\$0.00		\$5,673.25
TOTALS						\$479,807.20			\$194,225.95		\$448,702.34	\$0.00	\$448,702.34	93.5%	\$31,104.86

This question is actually pretty clear. In my opinion, if the dog is in its own yard (the property owned by its owner) then I do not think the dog is running at large and the animal is in a proper enclosure if the invisible fence is working. If the animal breaks through the invisible fence and is running outside the property owned by its owner, then the dog is running at large if not on a leash.

So, a dog can be in the general public if it is on leash. If it is off leash, the dog has to be fenced in or tied on the property of its owner.

Hope this helps. Let me know if there are other questions.

Sec. 6-24. - Animals at large prohibited

- (a) No person having in his possession or ownership any animal or fowl shall allow the same to run at large within the village. The owner of any animal, whether licensed or unlicensed, shall keep his animal tied or enclosed in a proper enclosure so as not to allow said animal to interfere with the passing public or neighbors. **An invisible fence is considered proper enclosure, if the invisible fence is working.** Any animal running at large unlicensed and required by state law or village ordinance to be licensed shall be seized and impounded by a humane officer or the village police.
- (b) A dog or cat shall not be considered to be running at large if it is on a leash and under control of a person physically able to control it.

Recommended to Board: 09/20/2022

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL AND RECREATE CERTAIN PROVISIONS OF
CHAPTER 6 OF THE VILLAGE CODE OF ORDINANCES
CONCERNING ANIMALS**

The Village of Pardeeville Board of Trustees, Columbia County, Wisconsin, does hereby ordain as follows:

1. Section 6-1, Definitions, is repealed and recreated to now read as follows:

Sec. 6-1 Definitions. The following words, terms and phrases when used in this Chapter shall have the meaning described to them in this Section except where the context clearly indicates a different meaning:

- (a) *At large* means to be off the premises of the owner and not under the control of some person either by leash or otherwise, but a dog or cat within an automobile of its owner, or in an automobile of any other person with the consent of the owner of said dog or cat shall be deemed to be upon the owner's premises.
- (b) *Cat* means any feline, regardless of age or sex.
- (c) *Dangerous dog* means a dog that, without provocation, has done any of the following:
 - (1) Caused injury, other than killing or serious injury, to any person; or
 - (2) Killed another dog;
 - (3) This definition does not include a police dog that has caused injury, other than killing or serious injury, to any person or has killed another dog while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.
- (d) *Dog* means any canine, regardless of age or sex.
- (e) *Menacing fashion*. A dog that would cause any person being chased or approached to reasonably believe that the dog will cause physical injury to that person.
- (f) *Neutered* as used herein to describe a dog or a cat means that a dog or a cat having non-functional generative organs.
- (g) *Nuisance dog*. A dog that, without provocation and while off the premises of its owner, keeper, or harborer, has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person.
 - (1) This does not include a police dog that while being used to assist one or more law enforcement officers in the performance of official duties has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has attempted to bite or otherwise endanger any person.

- (h) *Owner* means any person owning, harboring or keeping a dog or a cat, or the occupant of any premises on which a dog or cat remains or to which it customarily returns daily for a period of 10 days is presumed to be harboring or keeping the dog or cat within the meaning of this Chapter.
- (i) *Police dog*. A dog that has been trained, and may be used, to assist one or more law enforcement officers in the performance of their official duties.
- (j) *Serious injury*. Any of the following:
 - (1) Any physical harm that carries a substantial risk of death;
 - (2) Any physical harm that involves a permanent incapacity, whether partial or total, or a temporary, substantial incapacity;
 - (3) Any physical harm that involves a permanent disfigurement or a temporary, serious disfigurement;
 - (4) Any physical harm that involves acute pain of a duration that results in substantial suffering or any degree of prolonged or intractable pain.
- (k) *Vicious dog*. A dog that, without provocation, has killed or caused serious injury to any person or it bites two or more times, regardless of the time frame between occurrences. This does not include:
 - (1) A police dog that has killed or caused serious injury to any person while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties;
 - (2) A dog that has killed or caused serious injury to any person while a person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper, or harbinger of the dog.
- (l) *Without provocation*. The dog in question was not teased, tormented, or abused by a person, or that the dog was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog as a means of carrying out such activity.

2. Section 6-61 is repealed and recreated to now read as follows:

Sec. 6-61.-Nuisance, Dangerous, or Vicious Dogs.

(a) Classification.

The Columbia County Sheriff's Office or any other law enforcement officer may bring cases to classify dogs within the County as a nuisance, dangerous, or vicious to the Village Public Protection Committee. The Sheriff's Office is responsible for presenting substantial evidence to the Village Public Protection Committee for the requested classification of a specific dog to the Village Public Protection Committee. The Sheriff's Office may consult with an outside agency when gathering evidence. The owner(s) of the dog and the victim(s) shall be informed of the Village Public Protection Committee meeting date and time and shall be provided with the opportunity to participate in the meeting.

A majority vote is required by the Village Public Protection Committee to approve or deny the requested classification. The Village Board has superseding authority over the Village Public Protection Committee with respect to the decisions to classify a specific dog as dangerous or vicious. The Village Board may overturn the Village Public Safety Committee decision by a majority vote.

(b) Nuisance dogs.

The owner of any dog that has been classified as a nuisance shall keep said dog securely enclosed on the owner's premises and shall keep it muzzled when exercising it. Where there is evidence such animal intimidates persons from the use of some or all of their public property, the Sheriff or his deputies may order the animal muzzled, leashed, or restrained.

Any person violating this section shall be subject to the penalty listed in Section 6-2.

(c) Dangerous dogs.

A dog that has been classified as dangerous may, but is not required, to be euthanized after the first incident. Any dog that has previously been classified as dangerous and has a second incident in which it would subsequently be classified as dangerous shall be euthanized.

Any person violating this section shall be subject to the penalty listed in Section 6-2.

(d) Vicious dogs.

Any dog that has been classified as vicious shall be euthanized.

Any person violating this section shall be subject to the penalty listed in Section 6-2.

3. Section 6-2 Penalties is repealed and recreated to now read as follows:

Sec. 6-2.-Penalties.

- (a) Any person violating Section 6-28 through 6-32 shall be subject to a forfeiture as defined in the adopted Village Fee/Bond Schedule.
- (b) Anyone who violates Section 6-57 through 6-65, the provisions of Division 4 of this Article, or any provision as set forth in Wis. Stats. Chapter 174 shall be subject to a forfeiture as defined in the Village Fee/Bond Schedule.
- (c) Any owner who refuses to comply with an order issued under any provision of this Chapter to deliver an animal to an officer, isolation facility or veterinarian or who does not comply with the conditions of an order that an animal be quarantined or impounded shall be fined as set forth in the adopted Village Fee/Bond Schedule or imprisoned not more than 60 days or both.

- (d) Any person who violates any other provision of this Chapter shall be subject to a forfeiture as defined in the adopted Village Fee/Bond Schedule. In the event there is a violation for which no forfeiture is set forth in the adopted Village/Fee Bond Schedule, then the forfeiture shall be as set forth in Section 1-14 of the Village Code of Ordinances.
 - (e) Notwithstanding the general penalties as set forth in this Section, the Village Attorney shall be permitted to apply to a court of competent jurisdiction for a temporary or permanent injunction restraining any person from violating any provision as set forth in this Chapter or as set forth in Chapter 174 of the Wisconsin Statutes.
4. **Severability.** If any provision of this Ordinance is invalid or unconstitutional or if the application of this Ordinance to any person or circumstance is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provisions or applications.
5. **Effective Date.** This Ordinance shall take effect upon passage and publication as provided by law

Adopted this ____ day of _____, 2022.

VILLAGE OF PARDEEVILLE

By: _____
Phillip Possehl, President

By: _____
Kayla Lindert, Clerk

2022 Rate Increase Impact

9/26/2022

Water:

(simplified rate case is 4.5% per the PSC, not 3.0% due to pandemic, etc.)

	Current Rate	Proposed 4.5% increase
Water Base 5/8" or 3/4" meter	\$ 7.65	\$ 7.99
Volume Charge up to 8,333 gallons	\$ 3.83	\$ 4.00

Ex: Residential customer using 8,000 gallons per month, monthly charges would be:

\$ 38.29	\$ 39.99
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Amount of increase over current per month \$ **1.70**

Sewer:

	Current Rate	Proposed 4.5% increase	OR Proposed 3.5% increase
Sewer Base 5/8" or 3/4" meter	\$ 13.59	\$ 14.20	\$ 14.07
Volume Charge per 1000 gallons	\$ 7.21	\$ 7.53	\$ 7.46

Ex: Residential customer using 8,000 gallons per month, the monthly charges would be:

5/8" or 3/4" Meter	\$ 71.27	\$ 74.44	\$ 73.75
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Amount of increase over current per month \$ **3.17** **\$ 2.48**

PERMIT & FEE SCHEDULE

ORDINANCE	DESCRIPTION OF PERMIT, FEE or LICENSE	AMOUNT
**S. 2-204	Statement of Real Property Status	\$ 25.00 per parcel
	“rush” (three days or less)	45.00 rush
	Park Shelter Fees: <u>Concession Stand</u> <u>Shelter 3</u>	<u>Shelter 1 & 2</u>
	Residents \$100.00 \$75.00	\$ 60.00
	Non-residents \$100.00 \$95.00	\$ 80.00
	Fees double for Groups over 100 persons.	
	Non-profit community benefit organizations are exempt except for the Concession Stand, everyone pays to use it.	
	There will be a \$50 deposit for use of the Concession Stand. This Deposit is refundable <i>IF</i> the Concession Stand is cleaned and restored to the condition prior to the rental.	
	Dumpster Rental Fee	\$ 50.00
S. 2-348	Photocopy fees	\$.25 ea.
S. 30-79	Street Excavation Permit – RIGHT OF WAY PERMIT	\$ 150.00
S. 30-170	Street Privilege Permit	\$ 250.00
S. 30-23	Snow & Ice Removal	\$ 175.00/hr.
S. 30-234	Driveway Permit - RIGHT OF WAY PERMIT	\$ 150.00
S. 34-119	Sewer Service Charge: fee shall be paid prior to installation & connection	
	Residential - Single Family	\$1400.00
	Residential - Multi Family	\$1500.00/dwelling unit
	Commercial	\$2000.00/ connection
	Industrial	\$2000.00/ connection
S. 34-129	Sewer Rates (see Utility Rate Schedule attached)	
S. 34-185	Private Wastewater Disposal System Permit	\$ 150.00
S. 34-219	Inspection Fee for res. & com. sewer connection	\$ 50.00
	Industrial sewer connections	\$ 75.00
S. 22-122	Natural Lawn Permit	\$ 200.00
	Non-Sufficient Funds Fee	\$ 20.00
S. 22-88	Grass & Weed Mowing Fee	\$ 175.00/hr.
S. 16-57	Well Operation Permit	\$ 75.00 Residential
		\$ 100.00 Commercial
	Well Abandonment Fee (waive fee if abandoned within 60 days of notification).	\$ 50.00
S. 8-116	Liquor, Beer & License Fees	
	Class A Liquor	\$ 500.00/yr.
	Class B Liquor	\$ 500.00/yr.
	Class A Beer	\$ 200.00/yr.
	Class B Beer	\$ 100.00/yr.
	Class C Wine	\$ 100.00/yr.
	Special Class B Picnic	\$ 10.00/event
	Provisional Retail License	\$ 15.00
	Wholesale License	\$ 25.00/yr.
S. 4-29	Transfer of License	\$ 10.00
S. 4-96	Operator’s License Fee	\$ 30.00/yr
	+ Background Check	\$ 10.00
	Provisional License (until finish classes)	\$ 15.00

S. 8-1	Cigarette License	\$ 100.00
S. 8-28	Transient Merchant Annual Fee	\$10.00 – background check
	Mobil Food Truck (quarterly)	\$ 50.00
S. 8-58	Amusement Arcade License	\$ 250.00
S. 30-170	Street Use Permit less than 3 blocks	\$ 25.00
	More than 3 blocks	\$ 50.00
	If traffic is re-routed additional	\$ 200.00
	If commercial promotion	\$ 500.00 + 200.00/day
S. 8-115	Close out Sale License Up to 30 days	\$ 0.00
	Extend beyond 30 days	\$ 0.00
S. 32-121	Bicycle Registration (Penalty is \$1.00)	\$ 2.00
S. 58-11	Zoning Permit/Application Fee (Includes lot combo/division)	\$ 150.00
S. 58-13	Site Plan for Zoning Permit	(included in above)
S. 58-115	Conditional Use Permit Fee/Application Fee (\$50 refundable)	\$ 150.00
S. 58-117(4)	Conditional Use Permit/Application Fee	\$ 50.00
S. 58-405	Variance Fee (\$50 refundable)	\$ 150.00
S. 58-409	Zoning District Changes	\$ 150.00
S. 56-30	Subdivision - fee for preliminary plat review	\$ 150.00/lot
S. 56-32	Subdivision - final plat review	\$ 250.00/lot
S. 56-120	Subdivision Park Development Fee	\$ 75.00/dwelling
S. 50-2	Building Permits (includes signs, razing, T.V. dish, fences, etc.)	See schedule
S. 58,60 & 62	Zoning Application (structure/access related)	Sliding Scale
	House \$150, Fence \$75, Accessible Structure \$50 (recommended by GEC)	
S.50-54	Solar Access Application fee	\$ 150.00

Tree removal (Village employees remove or line drop for service to remove tree removal)

\$300.00/hour

Misc. Disconnect/Reconnect-Electric (any service in/out of Village)

\$ 40.00 for disconnect
and \$40.00 for reconnect

Vehicle & Equipment Rental Fees

Rentals shall be to other governmental entities only, unless special circumstance arises. The Public Works Director will authorize equipment rental. The following fees are for equipment only at an hourly rate. Additional labor costs will be added and if it is over-time hours, the over-time labor costs will be charged.

Sweeper	\$ 100.00
Tractor	\$ 100.00
Bucket Truck	\$ 100.00
Derrick Truck	\$ 100.00
Pick up Truck	\$ 60.00
Trencher	\$ 100.00
Rodder - sewer cleaner	\$ 100.00
Rodder with camera	\$ 125.00
Pumps	\$ 75.00
Generator 3 phase	\$ 250.00
Generator single phase	\$ 75.00
Dump Truck	\$ 100.00
Chipper	\$ 60.00
Barricades	\$ 50.00/day

Updated 09/2022

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37008									
09/22	09/26/2022	37008	3472	Jams Painting LLC	09.22.22 ESTI	25% of cement tower	100-57-5751-834	550.00	550.00
Total 37008:									550.00
37009									
09/22	09/26/2022	37009	2307	AARON TORGERSON	OCT 2022 CE	CELL PHONE REIMBURSEMENT	100-51-5142-310	30.00	30.00
Total 37009:									30.00
37010									
09/22	09/26/2022	37010	1289	ALLIANT ENERGY	20323 9.13.22	New accounts	100-51-5160-340	3.50	3.50
09/22	09/26/2022	37010	1289	ALLIANT ENERGY	20323 9.13.22		100-51-5161-340	3.49	3.49
09/22	09/26/2022	37010	1289	ALLIANT ENERGY	20323 9.13.22		601-53-9305-340	3.49	3.49
09/22	09/26/2022	37010	1289	ALLIANT ENERGY	20323 9.13.22		602-53-6400-000	3.49	3.49
09/22	09/26/2022	37010	1289	ALLIANT ENERGY	20323 9.13.22		603-53-8270-000	3.49	3.49
09/22	09/26/2022	37010	1289	ALLIANT ENERGY	370682 9.14.2	New accounts	602-53-6400-000	8.73	8.73
09/22	09/26/2022	37010	1289	ALLIANT ENERGY	370682 9.14.2		603-53-8270-000	8.73	8.73
Total 37010:									34.92
37011									
09/22	09/26/2022	37011	462	AMAZON.COM LLC	10.05.22	Books - LIBRARY	100-55-5511-340	468.98	468.98
09/22	09/26/2022	37011	462	AMAZON.COM LLC	10.05.22		100-55-5511-310	455.85	455.85
09/22	09/26/2022	37011	462	AMAZON.COM LLC	10.05.22		100-55-5511-395	87.80	87.80
Total 37011:									1,012.63
37012									
09/22	09/26/2022	37012	3471	Appleseed Publishing Co-op	165591	Books	100-55-5511-340	570.65	570.65
Total 37012:									570.65
37013									
09/22	09/26/2022	37013	42	BAKER & TAYLOR	9.20.22	Adult Fiction books	100-55-5511-340	32.79	32.79

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37020									
09/22	09/26/2022	37020	303	GARY J NEESAM	OCT 2022 CE	CELL PHONE REIMBURSEMENT	100-51-5142-310	30.00	30.00
Total 37020:									30.00
37021									
09/22	09/26/2022	37021	2154	KOPPLIN & KINAS CO. INC.	12885	TRIEMSTRA STONE	602-53-6551-000	158.86	158.86
09/22	09/26/2022	37021	2154	KOPPLIN & KINAS CO. INC.	12885		603-53-8560-000	158.86	158.86
09/22	09/26/2022	37021	2154	KOPPLIN & KINAS CO. INC.	12885		100-53-5330-390	158.86	158.86
Total 37021:									476.58
37022									
09/22	09/26/2022	37022	2205	LAKESIDE CLEANING	4520	Village August cleans	100-51-5160-350	200.00	200.00
Total 37022:									200.00
37023									
09/22	09/26/2022	37023	196	LANGE ENTERPRISES INC	81287	STREET SIGNS	100-53-5332-480	114.55	114.55
Total 37023:									114.55
37024									
09/22	09/26/2022	37024	994	LAWSON PRODUCTS INC	9309881062	1000 ft caution baricad tape	100-53-5330-390	102.63	102.63
Total 37024:									102.63
37025									
09/22	09/26/2022	37025	3447	Matt Weatherwax	OCT 22 CELL	Cell Phone Reimbursement	100-51-5142-310	30.00	30.00
Total 37025:									30.00
37026									
09/22	09/26/2022	37026	470	MEUW INC.	090622-18	2022 Electric Utility Safety and Training	601-53-5693-120	1,035.00	1,035.00
Total 37026:									1,035.00
37027									
09/22	09/26/2022	37027	2185	MICROMARKETING	900318	AUDIO BOOKS	100-55-5511-340	48.79	48.79

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37035									
09/22	09/26/2022	37035	396	WAL-MART COMMUNITY	1644204742 9.	DVDs	100-55-5511-340	64.01	64.01
09/22	09/26/2022	37035	396	WAL-MART COMMUNITY	1644204742 9.	OFFICE SUPPLIES- LIBRARY	100-55-5511-310	28.80	28.80
Total 37035:									92.81
37036									
09/22	09/26/2022	37036	3475	Wisconsin State Journal	19000042190	Annual subscription - 9.25.22-9.24.23	100-55-5511-340	653.00	653.00
Total 37036:									653.00
37037									
09/22	09/28/2022	37037	3429	CHARTER COMMUNICATIONS	001221309202	INTERNET CHARGES	100-51-5142-390	49.01	49.01
09/22	09/28/2022	37037	3429	CHARTER COMMUNICATIONS	001221309202		100-52-5210-310	16.34	16.34
09/22	09/28/2022	37037	3429	CHARTER COMMUNICATIONS	001221309202		601-53-9210-310	32.68	32.68
09/22	09/28/2022	37037	3429	CHARTER COMMUNICATIONS	001221309202		602-53-6810-310	32.68	32.68
09/22	09/28/2022	37037	3429	CHARTER COMMUNICATIONS	001221309202		603-53-8510-310	32.67	32.67
Total 37037:									163.38
37038									
09/22	09/28/2022	37038	2209	CINTAS CORP#446	4131767830	UNIFORMS / MATS	100-51-5160-350	26.90	26.90
09/22	09/28/2022	37038	2209	CINTAS CORP#446	4131767830		601-53-9030-340	39.15	39.15
09/22	09/28/2022	37038	2209	CINTAS CORP#446	4131767830		602-53-6000-350	24.81	24.81
09/22	09/28/2022	37038	2209	CINTAS CORP#446	4131767830		603-53-8270-340	17.98	17.98
09/22	09/28/2022	37038	2209	CINTAS CORP#446	4131767830		100-53-5324-390	31.13	31.13
09/22	09/28/2022	37038	2209	CINTAS CORP#446	4132461669	UNIFORMS / MATS	100-51-5160-350	26.90	26.90
09/22	09/28/2022	37038	2209	CINTAS CORP#446	4132461669		601-53-9030-340	39.15	39.15
09/22	09/28/2022	37038	2209	CINTAS CORP#446	4132461669		602-53-6000-350	24.81	24.81
09/22	09/28/2022	37038	2209	CINTAS CORP#446	4132461669		603-53-8270-340	17.98	17.98
09/22	09/28/2022	37038	2209	CINTAS CORP#446	4132461669		100-53-5324-390	31.13	31.13
Total 37038:									279.94
37039									
09/22	09/28/2022	37039	3472	Jams Painting LLC	9.30.22 PAYM	Total estimate due upon completion	100-57-5751-834	1,650.00	1,650.00
Total 37039:									1,650.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Description	Invoice GL Account	Invoice Amount	Check Amount
37040									
09/22	09/28/2022	37040	1298	MSA PROFESSIONAL SERVICES INC.	R00041005.0-	WWTP Eng Fees	603-57-8521-000	732.50	732.50
09/22	09/28/2022	37040	1298	MSA PROFESSIONAL SERVICES INC.	R00041005.0-	WI water system study	602-57-9002-000	37.50	37.50
09/22	09/28/2022	37040	1298	MSA PROFESSIONAL SERVICES INC.	R00041005.0-	TIF - LaFOLLETTE ENGINEERING	100-57-5755-875	19,640.50	19,640.50
09/22	09/28/2022	37040	1298	MSA PROFESSIONAL SERVICES INC.	R00041005.0-	West Vince St. road extension	100-57-5755-875	2,805.55	2,805.55
09/22	09/28/2022	37040	1298	MSA PROFESSIONAL SERVICES INC.	R00041005.0-	Comprehensive Plan Update	100-56-5630-240	1,575.00	1,575.00
Total 37040:									24,791.05
37041									
09/22	09/28/2022	37041	3450	Precision Sealcoating Inc.	08.10.22 SWE	Sweeping services	100-57-5753-870	2,012.50	2,012.50
Total 37041:									2,012.50
37042									
09/22	09/28/2022	37042	2341	QUADIENT POSTAGE FUNDING	790004408069	POSTAGE	601-53-9030-340	336.02	336.02
09/22	09/28/2022	37042	2341	QUADIENT POSTAGE FUNDING	790004408069		602-53-6810-310	336.02	336.02
09/22	09/28/2022	37042	2341	QUADIENT POSTAGE FUNDING	790004408069		603-53-8510-310	336.01	336.01
Total 37042:									1,008.05
37043									
09/22	09/28/2022	37043	315	RESCO	859237-02	Misc outlay and TIF expenses	100-57-5755-875	13,986.28	13,986.28
09/22	09/28/2022	37043	315	RESCO	859237-02		601-57-5620-000	977.70	977.70
Total 37043:									14,963.98
Grand Totals:									152,927.55

Report Criteria:

Report type: GL detail