

PUBLIC WORKS COMMITTEE
VILLAGE OF SOMERSET
April 10, 2024

Caleb Garn called the meeting to order at 5:30 p.m.

Present at the Village Hall: Brandon Krohn, Caleb Garn, Bob Gunther, and Chuck Schwartz, MSA

Present via Zoom: Donnie Kern (5:32), Chris Dubak and Mike Kappers

Minutes

Committee reviewed the March 13, 2024, Public Works minutes. *Motion by Krohn, second by Garn to approve the March 13, 2024, Public Works meeting minutes and motion carried.*

Public Comment

Nancy Vanasse 733 190th Ave from the Village of Somerset is concerned about a dog park at Veteran's Park. She said it's beautiful but packed with pickleball and basketball courts. You need a more open park. Thoughts on Parnell Prairie? It's out in the country. Wondering what discussion has been had. Garn commented that Parnell Prairie needs to stay a prairie.

Katie Byboth 1904 37th Street from the Town of Somerset said she walked through Veteran's Park with Caleb & Donnie and is in favor of the perimeter that is outlined. She checked on other dog park sizes. Hudson – 1.5 acres for all sizes and .5 acres for small dogs. Stillwater – a little over 1 acre. Regarding Parnell Prairie, she would like it to remain in nature.

Project Updates

General Updates on Active Projects: A project update memo was provided.

- Schwartz will reach out about the hangers for the Main Street Bridge Utility & Expansion Joint Replacement.

Motion by Garn, second by Krohn to move item 5c to the top and motion carried.

Unfinished Business

Ball Field Maintenance Agreement: A handout was provided.

- Troy Wink, Athletic Director from the school district was in attendance.
- This would be the first time there has been a written agreement. It's a good idea.
- Get together with Gunther to iron out details and bring to the school board.

Motion by Krohn, second by Kern to table to next month and motion carried.

Outdated Ordinances: A handout was provided.

- Discussion amongst the committee. Look at a few each month.
- Send out prior so you can be prepared for the meeting.
- Every change will cost money so they should be submitted all at once.

Table to next month.

Spring Parks Improvements Update – Dog Park Location: A handout was provided.

- Meadow Lane – There would be parking issues.
- Gunther said we should let the CORP results come in.
- Garn – Veteran's Park is a great location.

Motion by Kern, second by Krohn to table to next month and motion carried. Discussion with Katie Byboth that if a place can't be agreed upon, they shouldn't do a dog park.

CORP Survey: A handout was provided.

- Add question #15 about a dog park and include the acreage of the options.
- Any other questions, send them to Bob by noon on Tuesday, April 16, 2024.
- Ideas of how to get the survey out: Public Works Facebook page, Spartan Scoop, Village Website, YouTube, paper copies at Village Hall.

Street Use Permit – Pea Soup Days: A permit was provided.

- Chris Dubak said a route was still in the works.

No recommendation, send directly to the Village Board.

New Business

Spring Street and Main Street Change Order #1: A change order was provided.

- Schwartz explained what the change order was for.

Motion by Krohn, second by Kern to recommend to the Village Board the Spring Street and Main Street Change Order #1 to Tri-City Contractors, Inc in the amount of \$22,032.00 and motion carried.

Spring Street and Main Street Change Order #2: A change order was provided.

- Schwartz explained what the change order was for.

Motion by Krohn, second by Kern to recommend to the Village Board the Spring Street and Main Street Change Order #2 to Tri-City Contractors, Inc in the amount of \$13,950.24 and motion carried.

Spring Street and Main Street Pay App #4: A pay app was provided.

- Schwartz explained what the final pay app was for.

Motion by Krohn, second by Garn to recommend to the Village Board the Spring Street and Main Street Pay App #4 to Tri-City Contractors, Inc in the amount of \$45,881.20 and motion carried.

Safety Training Proposal: A proposal was provided.

- Gunther gave a little background information on how Safe Assure has been completing the training for the past 10 years. They come to the Village to train the staff, which is a big savings.

Motion by Kern, second by Krohn to recommend to the Village Board the Safety Training Proposal to Safe Assure in the amount of \$5,325.41 and motion carried.

Concrete Quote Maintenance Shop: A quote was provided.

- Gunther explained to the committee the safety hazard at the shop by the floor drain.
- This would come out of Capital Outlay.

Motion by Kern, second by Garn to recommend to the Village Board the Concrete Quote Maintenance Shop to Dean Swanberg in the amount of \$5,700.00 and motion carried.

Concrete Quote Larry Forrest Park: A quote was provided.

- Gunther said this was identified on the parks walk through evaluation.
- This would come out of Capital Outlay.

Motion by Krohn, second by Garn to recommend to the Village Board the Concrete Quote Larry Forrest Park to Dean Swanberg in the amount of \$6,600.00 and motion carried.

Sale of Public Works Vehicles:

- 3 trucks are no longer being used.
- Can use surplus or sealed bids with a reserve.
- Discussion amongst the committee that this does not need to go to the Village Board for approval.

Public Works Department Report

- An update memo was provided.
- Sewer – went into storm mode, took guys almost all night to calibrate, needed to be cleaned.
- Donnie - thank the guys for the hard work.
- Water – Need to start thinking about either repainting the downtown water tower or building a new one.

Public Works, Water, Sewer and Parks Bills

- The committee reviewed the bills.

Motion by Krohn, seconded by Kern to recommend to the Village Board approval of the Public Works, Water, Sewer and Parks Bills as presented and motion carried.

Future Agenda Items

- 2024 CORP Survey
- Water Tower Discussion
- Ball Field Maintenance Agreement
- Outdated Ordinances
- Dog Park Location

Adjourn

Motion by Kern, seconded by Krohn to adjourn and the Public Works Committee meeting adjourned at 6:49 p.m.



Village of Somerset, WI

CLIENT LIAISON:

Charles D. Schwartz, P.E.

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Cell: (651) 272-0041

cschwartz@msa-ps.com



DATE:

May 2, 2024

TID #5 LIFT STATION & UTILITY EXTENSION

The Village requested MSA to provide a professional services agreement for design, bidding, and construction phase for the TID #5 Lift Station & Utility Extension.

REQUESTED ACTION:

Public Works to consider recommending approval of the Professional Services Agreement. The Board to consider approval at their May 21st meeting.

WATER STORAGE NEEDS STUDY

The Village of Somerset Tower Number 1 was constructed in 1973. An inspection report from 2021 has identified that the water tower is due for rehabilitation in 2025 or 2026. The Utility has asked MSA to evaluate whether additional storage capacity is needed, and if replacing the existing water tower with a larger water tower would be recommended.

REQUESTED ACTION:

Public Works to consider recommending approval of the Professional Services Agreement. The Board to consider approval at their May 21st meeting.

IMPACT FEE NEEDS ASSESSMENT

Update the Village of Somerset 2010 Impact Fee Needs Assessment in accordance with Wisconsin State Statute 66.0617. The Village will use the results of the assessment to update its impact fee schedule. MSA staff is identifying and estimating the proposed water and transportation improvements.

REQUESTED ACTION:

Update only, no action needed.

PROJECT UPDATE

COMPREHENSIVE OUTDOOR RECREATION PLAN (CORP)

Our office is updating the Village's 2018 CORP. The community survey is out for public input.

REQUESTED ACTION:

Update only, no action needed.

PINE VALE SUBDIVISION

The contractor is currently grading the site and planning to start underground utilities the first part of June.

REQUESTED ACTION:

Update only, no action needed.

SPRING STREET AND MAIN STREET IMPROVEMENTS (2023 CURB AND SIDEWALK IMPROVEMENTS)

Finalized. Will review warranty/punch list items this summer.

REQUESTED ACTION:

Update only, no action needed.

MAIN STREET BRIDGE UTILITY & EXPANSION JOINT REPLACEMENT

The sewer and water pipes below the bridge have been installed and in operation. There is additional hanger bracing (at Contractor's expense) the needs to be installed. There was slight leaking in the watermain due to joint movement during pressure testing. The pipe functions fine during "worst case" conditions under normal operating pressures.

REQUESTED ACTION:

Update only, no action needed.

WASTEWATER TREATMENT FACILITY IMPROVEMENTS (WWTF) PHASE 1 CONSTRUCTION

Progress during April by Staab Construction:

- Final Completion date June 1, 2024
- Contractor working on punch list items.
- Cleaning of SBR tanks completed.

REQUESTED ACTION:

Update only, no action needed.



PROJECT UPDATE

WINESAP PRAIRIE SUBDIVISION AND FIRST ADDITION

The developer's engineer is revising the plan so there is no overflow pipe necessary across school property. We will review their plans once they have been submitted. MSA staff marked damaged sidewalk and curb (punch list item) as requested by developer for removal and replacement.

REQUESTED ACTION:

Update only, no action needed.

RIVER HILLS NORTH

Grading work between lots and miscellaneous punch list items remain.

REQUESTED ACTION:

Update only, no action needed.

“OTHER THINGS GOING ON”

- 2024 Commercial Market Analysis
Our planners are collaborating with Staff on completing a commercial gap analysis.
- Downtown Concept
Our planners are collaborating with Staff on completing a concept for the downtown parcel.

TITLE 11, CHAPTER 3. OFFENSES AGAINST PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

fences or structures; nor shall any person without proper authority remove, damage or destroy any vases, flower pots, urns or other objects which have been placed on any cemetery lot; nor shall any person move or remove any cemetery equipment without the owner's consent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a negotiable security, instrument, paper or other negotiable writing, which is in his/her possession or custody by virtue of his/her office, business or employment, or as trustee or bailee, upon demand of the person entitled to receive it, or as required by law, is prima facie evidence of an intent to convert to his/her own use within the meaning of this Subsection.

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

Sec. 11-3-12. Defrauding landlords.

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

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

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

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

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

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

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

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

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

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

TITLE 11, CHAPTER 6. PUBLIC NUISANCES

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

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

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

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

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

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

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

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

Village. Don't know how we could enforce anything outside our municipal jurisdiction. I would suggest making an exception to farm related smells.

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

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

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

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

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

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

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

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

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

(a) Summary Abatement.

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

be abated and will charge the cost thereof to the owner, occupant or person causing, maintaining or permitting the nuisance, as the case may be.

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

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

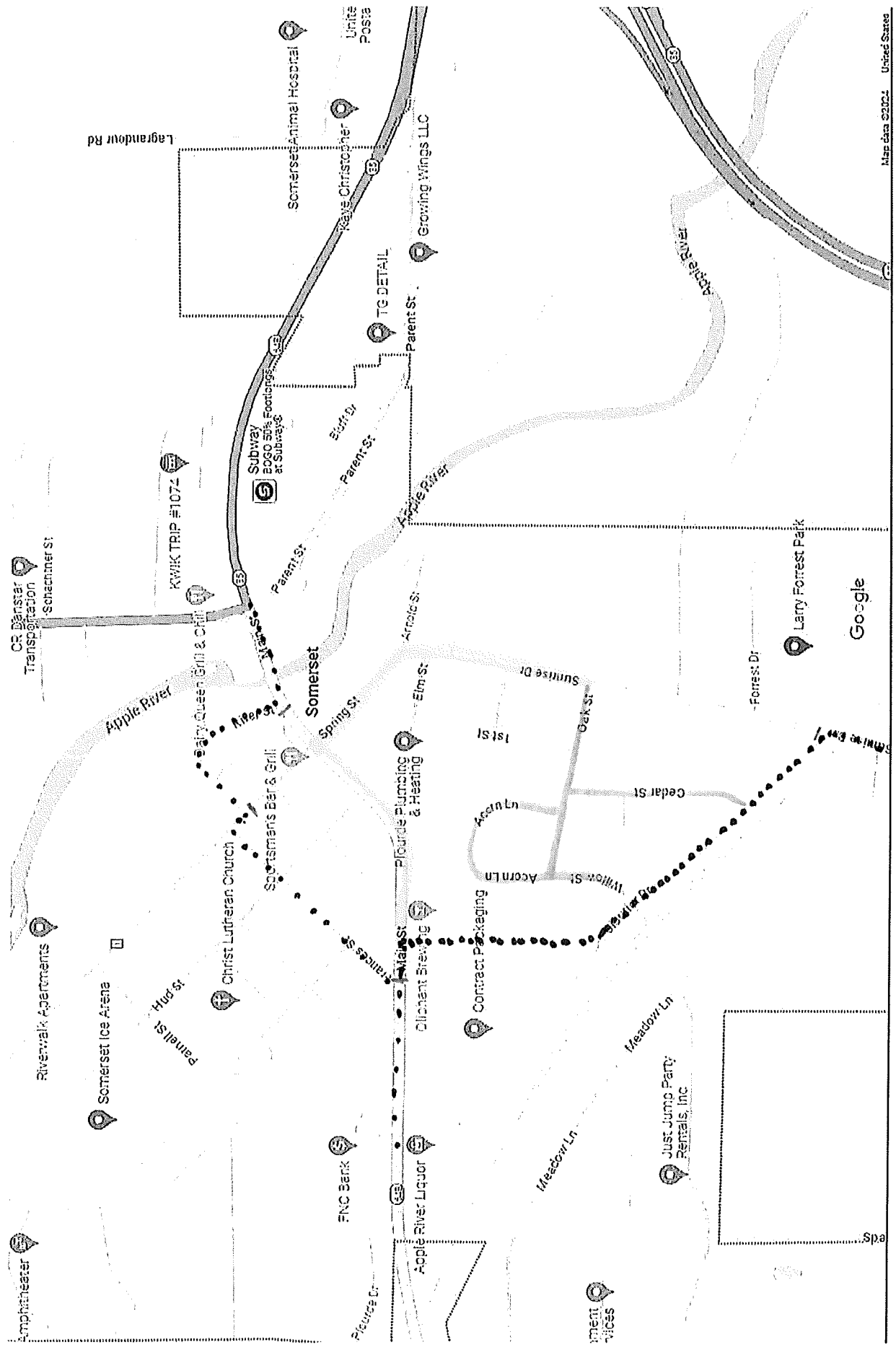
In addition to any other penalty imposed by this Chapter for the erection, contrivance, creation, continuance or maintenance of a public nuisance, the cost of abating a public nuisance by the Village shall be collected as a debt from the owner, occupant or person causing, permitting or maintaining the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

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

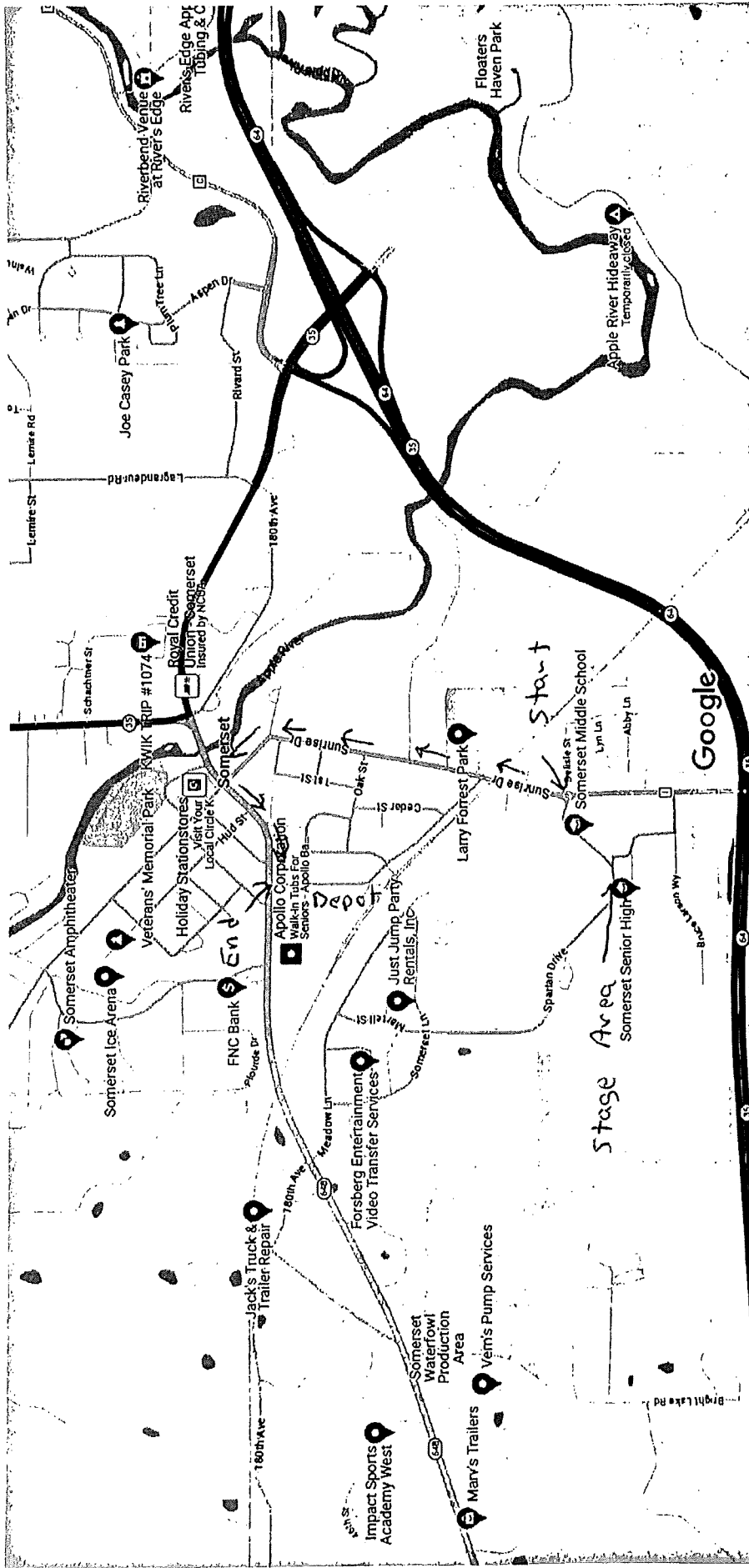
- (a) *Enforcement.* The Chief of Police, Fire Chief, Director of Public Works and Building Inspector shall enforce those provisions of this Chapter that come within the jurisdiction of their offices, and they shall make periodic inspections and inspections upon complaint to insure that such provisions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

Village Board Approved

STAGION'S
PARADE ROUTE
..... TRAFFIC DETOUR



Google Maps



Staging Area at High School

Starting Area: Enter Sunnyside Drive at roundabout by middle school
End Parade at main st. and Depot st.

Route: Sunnyside Drive to main st. Left on main st. to Depot st.
Ends at Depot st.

**Village of Somerset and Somerset School District Maintenance Agreement for
Larry Forrest Ballfields**

1. Playing surface

1. Lime aggregate replacement/additions will be done every other year as a village expense. Lime was last added in 2022. Lime shall be added in the fall to avoid adverse weather conditions in the spring that could prevent the addition of lime.
2. Turf cutting height shall not exceed three (3) inches. Public works staff will monitor the high school baseball and softball schedules to ensure that field turf is cut prior to games.
3. Turf aeration will occur once per year and will be a village expense.
4. Turf fertilizing/pesticide applications will occur three (3) times per year as a village expense.
5. Turf irrigation will be maintained and operated as soon as possible after freezing temperatures have subsided.
6. Contracted work for improvements of field and facilities will be mutually agreed to and done only by licensed and insured contractors with an expertise in associated work. [New structures will abide by the village ordinances.] Approval from Village Board is required for all improvement work.
7. The village will be responsible for dragging the aggregate playing surface. The school district shall be responsible for lining the foul lines and batter's box.
8. Reimbursement fee of \$50.00 per field will be charged for each dragging. Invoicing will occur at the end of the season.

2. Advertisements

1. Erecting advertising placards and removal will be the responsibility of the school district. Advertisement placards shall be removed no later than one month after all ball leagues complete their seasons. This includes youth baseball and softball leagues.
2. Acceptable/non-acceptable advertising policies of the school district and village will be strictly adhered to with no exceptions.

~~3. Storage of advertising placards may be stored at the public works maintenance garage during the off season. The school district will be responsible for the delivery and pick up of placards to and from the public works maintenance garage.~~

3. Facilities

1. Future structures (dugouts, announcing booths, etc.) will be constructed with maintenance-free materials when possible. No future structures may be built or placed on village grounds without prior approval from village staff. When necessary, proper building permits will be obtained and inspected by the village building inspector.
2. Structure material will not include any material prone to rot or decay and will be suitable for outdoor use.
3. Structures shall be secured and anchored into the ground to prevent any toppling due to use or wind. Village staff and/or the village building inspector will determine the adequacy of secured structures.
4. The maintenance of structures will be the responsibility of the village on structures approved and accepted by the village.
5. Wind screening may be installed and removed by the school district if desired. Wind screening shall only be installed on four-foot-high fence. No wind screening shall be installed on fences over four feet.
6. Bathroom facilities will be open for use as soon as freezing weather subsides. This includes overnight temperatures. If weather prevents the bathroom facilities from being open, then a portable toilet will be delivered as a village expense.
7. Capital improvement projects must pass the public benefit test in order for the village to be the sole responsibility for the capital improvement expense. The village may agree to contribute funds for a capital improvement project at their discretion.
8. The school district will work on a capital improvement list with the proposed dates and provide to the village for their awareness and potential contribution to all, some, or none of the proposed projects.



Professional Services Agreement

MSA Project Number: 8783110

This AGREEMENT (Agreement) is made today May 21, 2024 by and between VILLAGE OF SOMERSET (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Water Storage Needs Study

The scope of the work authorized is: See Attachment A

The schedule to perform the work is: Approximate Start Date: May 15, 2024
Approximate Completion Date: August 2024

The lump sum fee for the work is: \$14,500

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

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

VILLAGE OF SOMERSET

MSA PROFESSIONAL SERVICES, INC.

Mike Kappers
Village President

Chuck Schwartz, PE
Team Leader

Date: _____

Date: May 2, 2024

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

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

Somerset – Water Storage Needs Evaluation

Project Understanding: The Village of Somerset Tower Number 1 was constructed in 1973. An inspection report from 2021 has identified that the water tower is due for rehabilitation in 2025 or 2026. The Utility has asked MSA to evaluate whether additional storage capacity is needed, and if replacing the existing water tower with a larger water tower would be recommended.

Scope of Services: In order to meet Village's request, MSA proposes the following scope of services:

1. Water Model Update
 - Update existing water system model to reflect current conditions
 - Update system demand per PSC annual reports
 - Identify Top 10 Users and allocate demand accordingly in the model
 - Update distribution system per GIS maps supplied by the Utility
 - Update operational settings per Village
 - Well capacities, reservoir levels
 - Review existing fire flow and static pressure results
2. Water System Capacity Evaluation
 - Review 'all well' and 'firm well' system capacities
 - Review existing storage capacity and turnover rates
 - Estimate future demand
3. Existing Water Tower Evaluation (Alternative A)
 - Review existing available plans and past inspection reports as provided by the Village
 - Evaluate existing facility for compliance with current NR811 code
 - Schedule one site visit to review existing infrastructure
 - Prepare preliminary cost estimate for rehabilitating the existing water tower
4. Proposed Water Tower Evaluation (Alternative B)
 - Review areas within the Village and provide recommendation on proposed water tower location
 - Estimate effect on whole system and pressure zone(s) (wells and reservoirs)
 - Evaluate feasibility of connecting well to the water system
 - Prepare preliminary cost estimate for
5. Summary Memo
 - Prepare a written memo (and relevant exhibits) summarizing the tasks noted above, and any conclusions and/or recommendations that result from this study
 - Note: Summary memo text to be incorporated into Village Needs Study

Additional Services:

- Additional site visits or meetings
- Water modeling scenarios not necessary for evaluation of proposed water tower
- Water quality evaluation
- Design, bidding and construction services

Owner to Provide:

- Access to Village GIS mapping application
- Access to all relevant water facilities and equipment
- Copies of any reports, maintenance evaluations, or other determinations performed to date
- Well pumping records, including daily pumpage and drawdown, for the past three years
- Existing well pump information, including pump curves for each well
- Fire flow testing data throughout the distribution system
- Operational control settings including reservoir water elevation, pump speed and pumping rates, and chemical pump settings
- Ten (10) largest water consumers in the Village (by records of use)



Professional Services Agreement

This AGREEMENT (Agreement) is made today May 21, 2024 by and between VILLAGE OF SOMERSET (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: TID #5 Lift Station & Utility Extension

The scope of the work authorized is: See Exhibit A

The schedule to perform the work is: Complete by December 31, 2025

The design and bidding lump sum fee for the work is:	\$ 49,430
The construction phase estimated hourly for the work is:	\$ 42,000 (est.)
Total:	\$ 91,430 (est.)

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

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

VILLAGE OF SOMERSET

Mike Kappers
Village President
Date: _____

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

MSA PROFESSIONAL SERVICES, INC.

Chuck Schwartz
Team Leader
Date: May 2, 2024

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

EXHIBIT A

A. SCOPE OF SERVICES

MSA will provide engineering services for design, bidding, and construction phase engineering services for TID #5 Lift Station & Utility Extension. Following is our understanding of the services to be provided.

1. Design and Bidding Phase Services – Lump Sum
 - a. Review design options with Village Staff.
 - b. Use previously completed topographic survey and locates for the proposed utility alignment in the north project area (2022). Provide a topographic survey for the proposed utility alignment and lift station site in the south project area.
 - c. Lift Station Design that includes:
 - i. Determine ultimate service area for the proposed lift station.
 - ii. Complete sewer capacity calculations and sizing for the lift station based on the Plourde property concept plan, TID #5 concept plan, and the hideaway concept plan.
 - iii. Design the duplex submersible lift station including the process mechanical, structural, electrical, instrumentation & control, and site/civil work.
 - iv. Prepare plan sheets for all work including details.
 - v. Prepare technical specifications.
 - d. Utility extension design that includes:
 - i. Utility plan & profile drawings that show alignment and elevations of the sanitary force main, gravity sanitary sewer and water main from south side of 180th Street (connection to pipe completed during 2023 Growing Wings utility extension project) to the existing casing pipes shown in the WISDOT STH 64 plan sheet.
 - ii. Prepare construction details.
 - iii. Prepare technical specifications.
 - e. Correspondence with the Village during design and bidding phase.
 - f. Internal quality control and quality assurance.
 - g. DNR permit application and required attachments for:
 - i. Water System Extension
 - ii. Sanitary Sewer Extension
 - iii. Lift Station approval
 - h. Meeting attendance and plan presentation at one Public Works and Board meeting.
 - i. Reimbursables (mileage, copies, fax, postage, UPS, submittal fees) during design and bidding phase.
2. Construction Phase Services – Hourly
 - a. Construction administration and communication.
 - b. Eighty (180) hours of construction observation.
 - c. Preconstruction Meeting coordination, preparation, attendance, and meeting preparation.
 - d. Shop drawing submittal review.
 - e. Construction Staking.
 - f. Record Drawing data collection and completion.
 - g. Correspondence with the Village during construction phase.

- h. Reimbursables (mileage, copies, fax, postage, UPS, submittal fees) during construction phase.

B. Services Provided by the Owner

1. The OWNER will:
 - a. Provide requested information and documentation for surrounding Village infrastructure.
 - b. Provide previous studies, reports and results from past engineering planning efforts.
 - c. Provide CAD in electronic format, if available.
 - d. Construction Observation.
 - e. Easement and Waiver of Trespass acquisition.

C. Additional Services

1. The following additional services are not included in the Scope of Basic Services, but are available at standard billing rates upon request:
 - a. Additional water and sewer improvements not identified above.
 - b. Additional Construction Observation.
 - c. Additional Meetings.
 - d. Permitting fees or any additional permitting activities.
 - e. Private utility coordination.
 - f. Soil Borings.
 - g. Casing pipe end excavation needed to verify location and depth at STH 64 right of way.

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

Contractor's Application for Payment No. 19

Application Period: 12/26/23 to 4/30/2024		Application Date: 04/30/24
To (Owner): VILLAGE OF SOMERSET	From (Contractor): Staab Construction Corporation	Via (Engineer): M S A PROF. SERVICES
Project: 4631- SOMERSET WWTF	Contract:	
Owner's Contract No:	Contractor's Project No: 4631-	Engineer's Project No: 08783059

Application for Payment

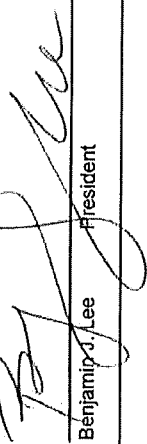
Change Order Summary			
Change Orders approved in Previous months by Owner	\$37,824.00		-\$49,092.00
Number	Additions	Deductions	
	7	42,412.66	0.00
TOTALS	\$80,236.66		-\$49,092.00
Net Change by Change Orders			\$31,144.66

1. ORIGINAL CONTRACT PRICE \$4,067,000.00
2. Net Change By Change Orders \$31,144.66
3. Current Contract Price (Line 1+2) \$4,098,144.66
4. TOTAL COMPLETED AND STORED TO DATE
(Column G on Progress Estimate) \$4,097,794.66
5. RETAINAGE:
0.24 % of Total Contract
(Project over 50% Complete)
c. Total Retainage (Line 5a = 5b) \$10,000.00
6. AMOUNT ELEGIBLE TO DATE (Line 4 - Line 5c) \$4,087,794.66
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application), .. \$4,044,155.66
8. AMOUNT DUE THIS APPLICATION \$43,639.00
9. BALANCE TO FINISH, PLUS RETAINAGE \$10,350.00
(Column H on Progress Estimate + Line 5 above)

Contractor's Certification

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

STAAB CONSTRUCTION CORPORATION

By:  Benjamin J. Lee President Date: 5-8-24

Payment of:

\$43,639.00

Line 8 or other - attach explanation of other amount)

is recommended by:



(Engineer)

(Date)

05-08-2024

Payment of:

\$43,639.00

Line 8 or other - attach explanation of other amount)

is approved by:

(Owner)

(Date)

Approved by:

(Funding or Financing Agency (if applicable))

(Date)

CONTINUATION SHEET (FOR UNIT PRICE APPLICATION FOR PAYMENT)

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application #: 19
Application Date : 04/30/24
Period To : 04/30/24
Architect's Project No.: 08783059

Invoice #: 19 Contract: 4631- SOMERSET WWTF

A		B	C				D		E	F	G	H
Item #	Description of Work	Schedule of Values			Work Completed		This Period Amount	Materials Presently Stored (Not in D or	Total Completed and Stored to Date	% G / C	Balance to Finish (C-G)	
		Contract Quantity	Unit U/M	Price	Contract Amount	Previous Periods (D + Qty						Amount
010010	PM/Supervision	1.00	LS	0.00	88,000.00	0.00	88,000.00	0.00	88,000.00	100.00%	0.00	
012200	Bonds & Insurance	1.00	LS	0.00	46,000.00	0.00	46,000.00	0.00	46,000.00	100.00%	0.00	
013100	Misc Job Expenses	1.00	LS	0.00	53,000.00	0.00	53,000.00	0.00	53,000.00	100.00%	0.00	
015000	Temporary Facilities	1.00	LS	0.00	46,000.00	0.00	46,000.00	0.00	46,000.00	100.00%	0.00	
016000	Yard & Equipment	1.00	LS	0.00	75,000.00	0.00	75,000.00	0.00	75,000.00	100.00%	0.00	
024100	Demolition	1.00	LS	0.00	23,000.00	0.00	23,000.00	0.00	23,000.00	100.00%	0.00	
024135	Equipment Demo	1.00	LS	0.00	17,000.00	0.00	17,000.00	0.00	17,000.00	100.00%	0.00	
030000	Concrete	1.00	LS	0.00	185,000.00	0.00	185,000.00	0.00	185,000.00	100.00%	0.00	
034113	Precast Plank	1.00	LS	0.00	25,000.00	0.00	25,000.00	0.00	25,000.00	100.00%	0.00	
042000	Masonry	1.00	LS	0.00	65,000.00	0.00	65,000.00	0.00	65,000.00	100.00%	0.00	
055000	Metals	1.00	LS	0.00	48,000.00	0.00	48,000.00	0.00	48,000.00	100.00%	0.00	
071400	Fluid Applied Waterproofing	1.00	LS	0.00	5,500.00	0.00	5,500.00	0.00	5,500.00	100.00%	0.00	
072113	Board Insulation	1.00	LS	0.00	2,500.00	0.00	2,500.00	0.00	2,500.00	100.00%	0.00	
075300	Single Ply Roofing	1.00	LS	0.00	15,000.00	0.00	15,000.00	0.00	15,000.00	100.00%	0.00	
076200	Wall Panel	1.00	LS	0.00	43,000.00	0.00	43,000.00	0.00	43,000.00	100.00%	0.00	
079200	Joint Sealants	1.00	LS	0.00	2,600.00	0.00	2,600.00	0.00	2,600.00	100.00%	0.00	
081600	FRP Doors	1.00	LS	0.00	19,000.00	0.00	19,000.00	0.00	19,000.00	100.00%	0.00	
083100	Access Doors	1.00	LS	0.00	3,000.00	0.00	3,000.00	0.00	3,000.00	100.00%	0.00	
099100	Painting	1.00	LS	0.00	47,000.00	0.00	46,000.00	0.00	47,000.00	100.00%	0.00	
101423	Signs & Fire Extinguishers	1.00	LS	0.00	500.00	0.00	500.00	0.00	500.00	100.00%	0.00	
220500	Plumbing	1.00	LS	0.00	30,000.00	0.00	30,000.00	0.00	30,000.00	100.00%	0.00	
230500	HVAC	1.00	LS	0.00	167,000.00	0.00	167,000.00	0.00	167,000.00	100.00%	0.00	
260500	Elec - Mobilization & Demobi	1.00	LS	0.00	37,700.00	0.00	37,700.00	0.00	37,700.00	100.00%	0.00	
260500	Elec - Site Conduit & Cabling	1.00	LS	0.00	235,000.00	0.00	235,000.00	0.00	235,000.00	100.00%	0.00	
260500	Elec - Str 10 Headworks Bldg	1.00	LS	0.00	199,950.00	0.00	197,951.00	0.00	199,950.00	100.00%	0.00	
260500	Elec - Str 20 Control Bldg	1.00	LS	0.00	9,400.00	0.00	9,400.00	0.00	9,400.00	100.00%	0.00	
260500	Elec - Str 30 SBR	1.00	LS	0.00	23,500.00	0.00	23,500.00	0.00	23,500.00	100.00%	0.00	
260500	Elec - Str 40 Sludge Storg Ta	1.00	LS	0.00	11,850.00	0.00	11,850.00	0.00	11,850.00	100.00%	0.00	
260500	Elec - Str 70 UV Disinfection	1.00	LS	0.00	6,200.00	0.00	6,200.00	0.00	6,200.00	100.00%	0.00	
260500	Elec - Str 80 Decant Pump St	1.00	LS	0.00	15,300.00	0.00	15,300.00	0.00	15,300.00	100.00%	0.00	
260500	Elec - Emergenecs	1.00	LS	0.00	693,700.00	0.00	393,700.00	0.00	693,700.00	100.00%	0.00	
260500	Elec - Aqua Aerobics	1.00	LS	0.00	171,700.00	0.00	171,700.00	0.00	171,700.00	100.00%	0.00	

A		B	C				D		E	F	G	H	
Item #	Description of Work	Schedule of Values			Work Completed		This Period Amount	Materials Presently Stored (Not in D or	Total Completed and Stored to Date	% G / C	Balance to Finish (C-G)		
		Contract Quantity	U/M	Unit Price	Contract Amount	Previous Periods (D -1) Qty						Amount	
260500	Elec - Temporary Power	1.00	LS	0.00	20,500.00	0.00	20,500.00	0.00	0.00	20,500.00	100.00%	0.00	
260500	Elec - Fabick Generator	1.00	LS	0.00	138,200.00	0.00	138,200.00	0.00	0.00	138,200.00	100.00%	0.00	
260500	Elec - Startup & Commission	1.00	LS	0.00	16,200.00	0.00	16,200.00	0.00	0.00	16,200.00	100.00%	0.00	
260500	Elec - Close Out and O&M's	1.00	LS	0.00	10,800.00	0.00	9,720.00	0.00	1,080.00	10,800.00	100.00%	0.00	
312000	Earthwork	1.00	LS	0.00	229,020.00	0.00	229,020.00	0.00	0.00	229,020.00	100.00%	0.00	
312000	UP1 - Saw Cut Bituminous P	190.00	LF	8.00	1,520.00	190.00	1,520.00	0.00	0.00	1,520.00	100.00%	0.00	
312000	UP2 - Bituminous Pavement	3,600.00	SY	7.00	25,200.00	3,600.00	25,200.00	0.00	0.00	25,200.00	100.00%	0.00	
312000	UP4 - Aggregate Base	330.00	TN	22.00	7,260.00	1,449.03	31,878.66	1,119.03	-24,618.66	7,260.00	100.00%	0.00	
312000	UP6 - Imported Granular Fill	500.00	TN	40.00	20,000.00	578.31	23,132.40	-78.31	-3,132.40	20,000.00	100.00%	0.00	
321124	UP3 - Bituminous Pavement	670.00	TN	120.00	80,400.00	754.18	90,501.60	-84.18	-10,101.60	80,400.00	100.00%	0.00	
321124	UP5 - Tack Coat	200.00	GAL	5.00	1,000.00	130.00	650.00	0.00	0.00	650.00	65.00%	350.00	
330000	Underground Process Piping	1.00	LS	0.00	217,000.00	0.00	217,000.00	0.00	0.00	217,000.00	100.00%	0.00	
400500	Exposed Process Pipe / Valv	1.00	LS	0.00	164,000.00	0.00	164,000.00	0.00	0.00	164,000.00	100.00%	0.00	
400593	Temporary Bypassing	1.00	LS	0.00	75,000.00	0.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	
404200	Piping Insulation	1.00	LS	0.00	16,000.00	0.00	16,000.00	0.00	0.00	16,000.00	100.00%	0.00	
407170	Parshall Flume	1.00	LS	0.00	5,500.00	0.00	5,500.00	0.00	0.00	5,500.00	100.00%	0.00	
432513	Submersible Pumps	1.00	LS	0.00	53,000.00	0.00	53,000.00	0.00	0.00	53,000.00	100.00%	0.00	
434111	Ground Storage Tank	1.00	LS	0.00	290,000.00	0.00	290,000.00	0.00	0.00	290,000.00	100.00%	0.00	
462113	Fine Screen and Wash Press	1.00	LS	0.00	190,000.00	0.00	190,000.00	0.00	0.00	190,000.00	100.00%	0.00	
463300	Chemical Feed Equipment	1.00	LS	0.00	18,000.00	0.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	
464140	Sludge Mixing Equipment	1.00	LS	0.00	65,000.00	0.00	65,000.00	0.00	0.00	65,000.00	100.00%	0.00	
465353	SBR Diffuser Replacement	1.00	LS	0.00	13,000.00	0.00	13,000.00	0.00	0.00	13,000.00	100.00%	0.00	
C.O. # 0	Change Order #1	1.00	LS	0.00	-5,000.00	0.00	-5,000.00	0.00	0.00	-5,000.00	100.00%	0.00	
C.O. # 0	Change Order #2	1.00	LS	0.00	-31,869.00	0.00	-31,869.00	0.00	0.00	-31,869.00	100.00%	0.00	
C.O. # 0	Change Order #3	1.00	LS	0.00	-12,223.00	0.00	-12,223.00	0.00	0.00	-12,223.00	100.00%	0.00	
C.O. # 0	Change Order #4	1.00	LS	0.00	19,789.00	0.00	19,789.00	0.00	0.00	19,789.00	100.00%	0.00	
C.O. # 0	Change Order #5	1.00	LS	0.00	7,594.00	0.00	7,594.00	0.00	0.00	7,594.00	100.00%	0.00	
C.O. # 0	Change Order #6	1.00	LS	0.00	10,441.00	0.00	10,441.00	0.00	0.00	10,441.00	100.00%	0.00	
C.O. # 0	Change Order #7	1.00	LS	0.00	42,412.66	0.00	0.00	0.00	42,412.66	42,412.66	100.00%	0.00	
Grand Totals:		4,098,144.66				4,089,155.66		8,639.00		0.00	4,097,794.66	99.99%	350.00

----- Forwarded message -----

From: Somerset Champions <somersetchampions@gmail.com>

Date: Mon, May 6, 2024 at 4:00 PM

Subject: Re:

To: Chris Dubak <cdubak@villageofsomerset.us>, Caleb Garn
<cgarn@villageofsomerset.us>, Brandon Krohn <bkrohn@villageofsomerset.us>, Donnie
Kern <dkern@villageofsomerset.us>, mkappers@villageofsomerset.us
<mkappers@villageofsomerset.us>, cmoreno@villageofsomerset.us
<cmoreno@villageofsomerset.us>, Ryan Sicard [REDACTED]

Hello Village Board of Trustees,

We are forwarding an email that the Somerset Champions Council sent to the Village Board of Trustees back on January 14th related to village branding. We are sending this to Ryan Sicard's personal email address as there is no listing for his village email address on the village website.

The Champions are working on a few signage initiatives that require the consideration of village branding. At a presentation to the board in November, we made recommendations to the board on creating a marketing plan, brand book, a new or updated logo with a tagline, and a rollout plan to support cohesive branding and messaging throughout the village. In January, Mike Kappers displayed on social media logo designs by students at the high school and asked for community submissions of logos to be considered by February 9th. When he approach Becky Olson at the high school about the students creating logo designs, the only guidelines the students were provided were that they should make them black and red, consistent with the school colors. After February 9th, there was to be some sort of voting mechanism for community members to weigh in. We cannot find a record of the community having an opportunity to provide feedback. You will see in our original email that we had concerns about people who don't use social media having a chance to provide feedback. Was a decision made from these logo submissions?

We are asking the board to revisit this issue and make a determination on a logo and tagline for the village. Further, it would be helpful to have some clarity around the Champions' role (if any) in the village branding initiative. Once we have this decided, we can begin to plan our wayfinding signs.

We are happy to meet with the Public Works committee on this project as we were originally directed to do. Thank you for your consideration.

Cathy Ness and Kym Dunleap

Somerset Champions Council

On Sun, Jan 14, 2024 at 12:46 PM Somerset Champions
<somersetchampions@gmail.com> wrote:

Hello Somerset Village Board Members,

Copied at the bottom of this email is an email that we sent to Chris Duback and Caleb Garn in response to an email that Chris had included us on regarding the village branding. We wanted to ensure that all board members are receiving the same information from the Somerset Champions Council.

In light of Mike Kapper's Facebook posts displaying logo renderings from students and asking community members to submit logo ideas for public review, we felt we needed to circle back and get on the same page. At the meeting in November where we discussed the logo, Mike asked us to work with Becky Olson at the High School and with the Public works committee on this initiative. Beckah Whitlock talked with Becky in December and they agreed to meet after the first of the year at the end of the semester to discuss how to incorporate the student's designs into our overall process. We began planning internally about how we would pull together the community to get input on both a logo and a tagline to formalize something to bring to the Public Works committee. It appears that the village, or perhaps Mike on behalf of the village has decided to go in a different direction. We would like to know if the Champions should proceed as planned or let Mike and the village continue down the current path. We have some questions and concerns:

1. If we are going to get public input or have a vote using social media and the internet, what is the plan for getting input from a large number of constituents that do not use social media? Some older residents don't even use the internet. Will there be an opportunity for these residents to participate in person?

2. Is there a collaborative component to this? For example, is there room for discussion and collaboration between community members to possibly select elements from different submissions to create a true community vision?

2. If we are going to hold a vote, what mechanism is in place to ensure only village residents can vote and not people from other communities? What mechanism is in place to ensure residents can only vote once to ensure that there is integrity in the process?

3. If a winner is selected, what are next steps? Do we have a marketing plan and a rollout plan? Does the village have the resources to do the research on branding and everything it touches in order to create a rollout plan and budget? We have identified a few grants that we can apply for to cover the cost of rebranding but those grants require a detailed project plan and budget.

4. While doing research we found that rebranding efforts for a municipality of our size costs somewhere near \$30,000 (not including the cost of the water tower). If we don't apply for grants, does the village have the money in the budget to support a logo change?

5. Is there a plan to address the tagline, which was the bigger concern from the CAP project recommendations?

We would be happy to meet and discuss our questions to ensure we have a solid plan going forward. It is our hope and intention that the village have a logo and tagline that represents the entire community - schools, churches, service organizations, businesses and of course, residents. The goal of considering a new logo and tagline is to have our entire community represented in a professional, polished, cohesive way.

Thank you,

Cathy Ness and Kym Dunleap

Somerset Champions Council

Sent to Trustee Garn and Trustee Duback on January 5th, 2024:

Hello Chris and Caleb,

First off, Chris, I am sorry about your mom. It's never easy to lose a parent. My mom has been gone for 27 years and I still want to pick up the phone and call her. I hope that some time will heal your heart.

Thank you both for including the Somerset Champions Council in this discussion. Caleb provided some great back story on how we got here and I think it is important to understand why the Champions felt compelled to make a recommendation on this topic at the November board meeting.

The Champions had the topic of village branding on our list of priorities to address from the beginning, but hadn't gotten to it as we worked to grow our membership base and create a foundation and identity for our group. Further, since our initial recommendations to the village, we have learned more about how we got here that changed our recommendations a bit. This Fall, Mike Kappers went to the high school without our knowledge and asked the art teacher, Becky, to have the students work on a new logo for rebranding with the school colors of red and black. When this happened, we felt as though the village was wanting to move faster than we could, and we needed to make our formal recommendations and turn this initiative over to the village board. If you recall, at the end of the discussion at the board meeting, Mike asked us to work with Becky and the students to continue to work on this initiative. Beckah Whitlock reached out to Becky to start those conversations. The Champions are happy to continue with this initiative to ensure the ultimate goal of the village having a cohesive and effective marketing strategy as part of our branding efforts. I believe that we align with Chris on many items related to this topic. I wanted to reiterate our position and suggest a plan to move forward.

- We really don't like the current tagline. We believe there are other, more effective ways we can attract people to Somerset from all over and not just from across the river. We would like to see a tagline that represents the spirit of our community. As demonstrated at

the November meeting, Beckah could probably incorporate a new tagline into an existing logo, whether it is the old logo or current logo.

- We do believe our old logo is dated and could use a refresh. That being said, after we used \$10,000 of taxpayer money to create a new logo as part of Ady Advantage's work, we only transitioned some of our logos to the new one. For example, the Village of Somerset website uses the new logo on their branding and their Facebook page uses the old logo as their cover photo and the new logo as their profile pic. The new logo is being used by Public Works and on various branding efforts. The new welcome signage that we are raising money for is planned with the new logo. As Chris pointed out, we never transitioned our vehicles or water tower to this new logo. It sounds like we need to make a decision on whether we revert back to the old or continue the transition to the new. Whatever we decide, we do not feel that introducing a 3rd logo at this time would be helpful knowing what we know now and would only water down our brand. We wanted to make that point clear in our recommendations.

- Whichever logo we decide to move forward with, we want to reiterate the importance of a transition plan for the rollout of that logo, to include budgetary considerations and everything that the logo change impacts. This isn't a small undertaking and it is one that will need some time. The Champions could lead these efforts but could probably not make this happen with a quick decision, which we felt Mike was looking for and why we made our recommendations heard and left it with the Village. Mike has reached out again since the meeting in November to see if we have come up with a new logo. During the CAP project we heard that our village branding is unprofessional, confusing, and inconsistent. Having a thoughtful and detailed marketing and rollout plan will address the issues with branding that we heard from our community.

If the Village Board is receptive, here is what we would recommend:

- Have the Champions lead a community planning and feedback session to determine which logo and which tagline resonates with the majority. We could include the old and new logo as well as whatever the HS students submit. We are hesitant to do a community voting contest on facebook because it is easy to sit behind a keyboard and vote for your friends, even if you don't live in the Village of Somerset. We would like to gather community

members for a working session or two where we can have dialogue and share ideas. We believe this collaborative effort is important in helping village residents have some buy in and feel a sense of contribution. From these sessions, the Champions can make a formal recommendation to the board to vote on.

- Once we have a logo and tagline that resonates with the community approved, the Champions can create a rollout plan and lead the rebranding efforts. We can create a budget for the project and timeline for the transition with detailed milestones that will ensure nothing gets missed and that the end result is consistent, professional branding. I create project plans, budgets, and timelines for clients every day in my professional job and I am confident that between myself, Kym, Beckah, and other talented Champions, we have the skillset to do this work.

- Once we have a budget, we can figure out what part of the rebranding efforts the village can pay for (if any) or plan a staged rollout that will allow for this to happen across budget years. If the village cannot contribute, then we will look at some private partnerships, fundraising, and community improvement grants to offset the costs of the project.

Ultimately, it is the village's decision for how we move forward with this initiative. The CAP project team (and the Champions as an extension of that project) were tasked with making recommendations to the board related to our vision of the community we would like to see. If the village would like for the Champions to take up this initiative as recommended, we will be happy to move forward with the plan I have outlined.

Thank you both for listening and for your service to our community. Your passion for the Somerset community shines through in your messaging!

Cathy and Kym

Attendee panel closed



Estimate

Estimate No: 4370
Date: 05/10/2024

Terms and Conditions

- By approving the quote you are agreeing to all terms and conditions

Village of Somerset
Box 356
110 Spring Street
Somerset WI 54025
715-247-3395 / Fax 715-247-5790



Sewer Utility:

Construction work is nearly completed with a few outstanding items (mainly painting and some electrical) remaining, but contractors are working to complete those items. We will schedule a final inspection with the DNR once contractors are completed with remaining punch list items.

TID lift station design and engineering proposal is included in the agenda. This is to serve the entire TID 5 area, including the land south of the freeway. We have a utility extension agreement with the landowner south of the freeway that has to be in and operational no later than August 31, 2025. This work is necessary to appropriately size the lift station as well as determining the most appropriate area to site the lift station.

Water Utility:

There is a water study proposal included in this month's agenda. The study will help us determine the best course of action related to our water storage facilities, distribution efficiencies, and well pumping capabilities. As discussed, the downtown water storage tank will require maintenance on the interior and exterior of the tank in the near future. The cost for this work was updated a few weeks ago by KLM Engineering and suggest budgeting \$700,000-\$750,000 if the work were to occur this year. The alternative is to research a new, larger capacity storage tank in the same or different location as the current downtown water tank. This would be the more costly approach in the interim, but it may be the most cost-effective approach in the long run considering we would remain with two tanks. The third alternative would include restoration of the existing tank and construction of an additional tank in a location to be determined. This alternative would only be viable if the economics played out and the study shows we would have a more efficient distribution of water in our system with three tanks. This alternative would presumably be the least cost efficient in the short or long term. We would have the expense of rehabilitating the current tower, the expense of constructing a new tank, and the associated inspections and ongoing maintenance.

Hydrant flushing will begin shortly. Brian's time has been consumed with all of the locates due to the fiber optic installations.

Hydro-Corp continues to do cross connection inspections for both residential and non-residential properties in the Village.

Streets:

Last fall, I applied for a LRIP Grant to assist in reconstruction of Parnell, Vanasse, and Germain Streets. We received notification that we were not awarded this grant. The streets named in the grant have failing pavement and are well past their useful life. We did not score well on the portion of the grant that pertains to average daily trips of those streets. Had we had a higher volume of traffic on a daily basis then we would have scored much higher in that area, but unfortunately those streets don't carry

Village of Somerset
Box 356
110 Spring Street
Somerset WI 54025
715-247-3395 / Fax 715-247-5790



the volume needed to generate a competitive score on the grant. We will need to discuss a pavement replacement plan to address the deteriorating driving surface sometime in the near future.

Parks:

The CORP questionnaire is currently active. I need to find out how many responses we have and determine if we need to find an alternative way to bring it to the community's attention.

Impact Sports Group is a privately run organization focused on softball and baseball training. They are requesting the use of the ballfields at Larry Forrest and Village Park. Being that this is a for-profit entity, I was not comfortable making a decision on that request. The concern I have is this group can be viewed as a competitor to the non-profit baseball and softball recreational teams that have been active for several decades in the village. I have received concern from the youth softball and baseball associations that allowing them to use the ballfields will only make field availability even more difficult than it currently is.

The painting contractor has begun his work in the parks. Things are moving a bit slower than anticipated but we hope things will speed up a bit to complete this work.

A quote for fall protection fencing at Village Park as well as fence extensions adjacent to the Apple River Bridge crossing are included in your packets. I spoke with our insurance company, and they suggested fall protection be installed to prevent any additional falls to occur on the concrete bleachers at Village Park. We also identified safety concerns near the bridge pedestrian crossings with no barrier protecting individuals from potentially falling down the steep embankments to the river.

Other Things:

We are having a preconstruction meeting this upcoming Thursday to walkthrough the outstanding punch list items remaining at Winesap and River Hills. The developer's and village's engineers, the developer, contractors, and village staff will be present for the preconstruction meeting. We anticipate work to begin as soon as the following week to finish the remaining work and hopefully close these projects out.

Capital Investment/Eau Claire Reality, the multifamily developers looking to construct in TID 5, will be in attendance at the Village board meeting to do a short presentation and are also looking to get confirmation from the board to move forward with construction.

Parks Budget

ACCT

Unposted Included

Account Number		2024 May	2024 Actual 05/31/2024	2024 Budget	Budget Status	% of Budget
100-00-55200-110-000	Parks Salary	301.34	2,561.40	6,360.91	3,799.51	40.27
100-00-55200-120-000	Parks Wages	1,828.50	9,782.72	59,000.00	49,217.28	16.58
100-00-55200-150-000	Parks Employee Benefits	942.91	5,212.09	22,000.00	16,787.91	23.69
100-00-55200-290-000	Parks Contractual Services	0.00	0.00	0.00	0.00	0.00
100-00-55200-350-000	Parks Operating Expense	1,968.37	4,361.79	15,000.00	10,638.21	29.08
100-00-55200-371-000	Park Maintenance	0.00	2,224.00	4,000.00	1,776.00	55.60
100-00-55200-372-000	Athletic Fields Maint/Expense	0.00	0.00	4,000.00	4,000.00	0.00
100-00-55200-511-000	Parks Insurance Expense	0.00	1,884.50	1,800.00	-84.50	104.69
100-00-55200-512-000	Parks Worker's Compensation	0.00	39.50	100.00	60.50	39.50
100-00-55200-514-000	Pks Unemployment Compensation	0.00	0.00	0.00	0.00	0.00
100-00-55200-810-000	Parks Equipment Outlay	0.00	0.00	0.00	0.00	0.00
100-00-55200-820-000	PARKS OUTLAY/IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
100-00-55310-390-000	Celebrations/Decorations Exp	500.00	500.00	3,500.00	3,000.00	14.29
New Parks		5,541.12	26,566.00	115,760.91	89,194.91	22.95
Total Expenses		5,541.12	26,566.00	115,760.91	89,194.91	22.95
Net Totals		-5,541.12	-26,566.00	-115,760.91	-89,194.91	22.95

Budget Comparison - Detail
Public Works Budget
 Unposted Included

Account Number		2024 May	2024 Actual 05/31/2024	2024 Budget	Budget Status	% of Budget
100-00-53240-110-000	Machinery & Equipment Salary	0.00	0.00	0.00	0.00	0.00
100-00-53240-120-000	Machinery & Equipment Wages	210.96	3,233.91	5,000.00	1,766.09	64.68
100-00-53240-150-000	Machinery & Equip Emp Benefits	58.12	882.96	1,100.00	217.04	80.27
100-00-53240-240-000	Machinery & Equip Maint/Repair	0.00	3,102.82	15,000.00	11,897.18	20.69
100-00-53240-350-000	Machinery & Equipment Oper Exp	1,331.36	6,397.49	22,000.00	15,602.51	29.08
100-00-53240-390-000	Machinery & Equip Other Exp	0.00	38.46	725.00	686.54	5.30
100-00-53240-810-000	Machinery & Equipment Outlay	0.00	0.00	0.00	0.00	0.00
100-00-53270-110-000	Garages & Sheds Salary	0.00	0.00	0.00	0.00	0.00
100-00-53270-120-000	Garages & Sheds Wages	105.48	3,059.34	3,500.00	440.66	87.41
100-00-53270-150-000	Garages & Sheds Emp Benefits	29.07	1,121.55	1,000.00	-121.55	112.16
100-00-53270-350-000	Garages & Sheds Operating Exp	569.06	3,614.55	10,500.00	6,885.45	34.42
100-00-53270-390-000	Garages & Sheds Other Expenses	86.56	426.34	1,200.00	773.66	35.53
100-00-53270-810-000	Garages & Sheds Equip Outlay	0.00	0.00	0.00	0.00	0.00
100-00-53310-110-000	Street Maintenance Salary	371.66	3,159.10	11,696.60	8,537.50	27.01
100-00-53310-120-000	Street Maintenance Wages	2,895.84	25,855.32	64,500.00	38,644.68	40.09
100-00-53310-150-000	Street Maint Employee Benefits	1,638.14	14,733.56	32,000.00	17,266.44	46.04
100-00-53310-240-000	Street Maintenance & Repairs	382.01	3,729.96	6,500.00	2,770.04	57.38
100-00-53310-290-000	St Maint Contractual Services	0.00	670.00	30,000.00	29,330.00	2.23
100-00-53310-350-000	Street Maint Operating Expense	226.88	633.56	2,500.00	1,866.44	25.34
100-00-53310-390-000	Street Maint-Other Expenses	0.00	0.00	500.00	500.00	0.00
100-00-53310-820-000	Street Maint Outlay/Improve	0.00	0.00	0.00	0.00	0.00
100-00-53320-110-000	Street Cleaning Salary	0.00	0.00	0.00	0.00	0.00
100-00-53320-120-000	Street Cleaning Wages	905.24	2,077.61	7,000.00	4,922.39	29.68
100-00-53320-150-000	Street Cleaning Emp Benefits	496.30	1,232.56	3,000.00	1,767.44	41.09
100-00-53330-110-000	Snow & Ice Removal Salary	0.00	0.00	0.00	0.00	0.00
100-00-53330-120-000	Snow & Ice Removal Wages	0.00	5,920.60	34,000.00	28,079.40	17.41
100-00-53330-150-000	Snow/Ice Removal Emp Benefits	0.00	2,753.13	13,500.00	10,746.87	20.39
100-00-53330-240-000	Snow/Ice Removal Maint/Repairs	0.00	0.00	500.00	500.00	0.00
100-00-53330-370-000	Salt & Sand	4,440.10	15,689.53	21,000.00	5,310.47	74.71
100-00-53330-390-000	Snow/Ice Removal Other Exp	0.00	88.98	300.00	211.02	29.66
100-00-53420-220-000	Street Lighting Utility Svc	0.00	7,643.80	38,000.00	30,356.20	20.12
100-00-53420-820-000	Street Lighting Outlay/Improve	0.00	0.00	0.00	0.00	0.00
100-00-53430-110-000	Sidewalks Salary	0.00	0.00	0.00	0.00	0.00
100-00-53430-120-000	Sidewalks Wages	0.00	474.66	515.00	40.34	92.17
100-00-53430-150-000	Sidewalks Emp Benefits	0.00	136.33	85.00	-51.33	160.39
100-00-53430-240-000	Sidewalks Maint/Repairs	0.00	0.00	3,000.00	3,000.00	0.00
100-00-53430-390-000	Sidewalks Other Expenses	0.00	0.00	0.00	0.00	0.00
100-00-53430-820-000	Sidewalks Outlay/Improv	0.00	0.00	0.00	0.00	0.00
100-00-53440-110-000	Storm Sewer Salary	0.00	0.00	0.00	0.00	0.00
100-00-53440-120-000	Storm Sewer Wages	0.00	0.00	1,500.00	1,500.00	0.00
100-00-53440-150-000	Storm Sewer Employee Benefits	0.00	0.00	500.00	500.00	0.00
100-00-53440-240-000	Storm Sewer Maint & Repairs	0.00	30.90	3,000.00	2,969.10	1.03
100-00-53440-820-000	Storm Sewer Outlay/Improvemnt	0.00	0.00	0.00	0.00	0.00
100-00-53620-120-000	Refuse Collection Wages	0.00	0.00	1,500.00	1,500.00	0.00
100-00-53620-150-000	Refuse Collection Emp Benefits	0.00	0.00	900.00	900.00	0.00
100-00-53620-390-000	Refuse Collection Other Exp	0.00	0.00	0.00	0.00	0.00
100-00-53630-290-000	Solid Waste Disposal Contract	16,627.00	66,148.00	162,000.00	95,852.00	40.83
100-00-53635-120-000	Recycling Wages	395.55	1,472.91	2,500.00	1,027.09	58.92
100-00-53635-150-000	Recycling Employee Benefits	108.96	443.95	800.00	356.05	55.49
100-00-53635-290-000	Recycling Contractual Services	4,600.00	18,304.00	48,000.00	29,696.00	38.13
100-00-53635-810-000	Recycling Equipment Outlay	0.00	0.00	0.00	0.00	0.00
100-00-53640-120-000	Weed Control Wages	26.37	26.37	900.00	873.63	2.93

Budget Comparison - Detail
Public Works Budget
 Unposted Included

Account Number		2024 May	2024 Actual 05/31/2024	2024 Budget	Budget Status	% of Budget
100-00-53640-150-000	Weed Control Employee Benefits	7.25	7.25	200.00	192.75	3.63
100-00-53640-390-000	Weed Control Other Expenses	0.00	0.00	0.00	0.00	0.00
100-00-53930-154-000	Pub Wks Health & Dental Insur	0.00	0.00	0.00	0.00	0.00
100-00-53930-159-000	Public Works Uniform Allowance	241.96	659.65	2,500.00	1,840.35	26.39
100-00-53930-511-000	Public Wks Insurance Expense	0.00	2,239.00	3,000.00	761.00	74.63
100-00-53930-512-000	Pub Wks Worker's Compensation	0.00	3,674.00	6,500.00	2,826.00	56.52
100-00-53930-514-000	PW Unemployment Compensation	0.00	0.00	0.00	0.00	0.00
New Public Works		35,753.87	199,682.15	562,421.60	362,739.45	35.50
Total Expenses		35,753.87	199,682.15	562,421.60	362,739.45	35.50
Net Totals		-35,753.87	-199,682.15	-562,421.60	-362,739.45	35.50

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ALL Checks by Payee

ACCT

GENERAL CHECKING - FIRST NATL

Dated From: 4/18/2024 From Account: 610-00-11100-000-131

Thru: 5/22/2024 Thru Account: 620-00-58290-000-428

Voucher Nbr	Check Date	Payee	Amount
	5/22/2024	AG SOURCE COOP SERVICES WU/SU/LAB TESTING	387.50
	5/22/2024	GENERATOR POWER SYSTEMS LLC WU/WELL 5 GENERATOR MAINTENANCE	1,260.00
	5/22/2024	HAWKINS INC. WU/SU/CHEMICALS	3,334.70
	5/22/2024	STAAB CONSTRUCTION CORPORATION WWTP/PAY APP #19	43,639.00
	5/22/2024	TECH SALES CO SU/WWTP SUPPLIES	250.00
	5/22/2024	ULINE WWTP SUPPLIES	190.53
	5/22/2024	WI DEPT OF TRANSPORTATION-FOS SU/HWY 35 PROJECT	10,131.41
	5/22/2024	WISCONSIN DEPT OF NATURAL RESOURCES 2024 WATER USE FEES	125.00
	5/22/2024	WISCONSIN DNR-ENVIRONMENTAL FEES WWTP/ANNUAL FEE	575.37
		Grand Total	59,893.51

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ALL Checks by Payee

ACCT

GENERAL CHECKING - FIRST NATL

Dated From: 4/18/2024

From Account: 610-00-11100-000-131

Thru: 5/22/2024

Thru Account: 620-00-58290-000-428

Amount

Total Expenditure from Fund # 610 - WATER UTILITY FUND	1,458.50
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Total Expenditure from Fund # 620 - SEWER UTILITY FUND	58,435.01
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Total Expenditure from all Funds	59,893.51
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GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 4/18/2024 From Account: 100-00-53240-110-000
Thru: 5/22/2024 Thru Account: 100-00-53930-514-000

Check Nbr	Check Date	Payee	Amount
62240	5/01/2024	APOSTLE SEPTIC SERVICE AND THRONES PW/DISPOSAL OF 28 BULBS	70.00
62248	5/01/2024	GEMPLER'S PW/UNIFORM ALLOWANCE-FOLKERT	102.46
62252	5/01/2024	MENARDS - HUDSON PW/SHOP & STREETS	132.92
62253	5/01/2024	MIDWEST NATURAL GAS INC. MARCH NATURAL GAS SERVICES	236.41
62254	5/01/2024	MORTON SALT INC PW/SAFE-T-SALT	4,440.10
62260	5/01/2024	SAFE ASSURE CONSULTANTS INC PW/PKS/WU/SU/ANNUAL SAFETY TRAINING	1,331.36
62262	5/01/2024	T.A. SCHIFSKY & SONS INC PW/AGGREGATE	78.57
62263	5/01/2024	TAPCO PW/STREET NAME SIGNS	146.30
62264	5/01/2024	THANIG, JIM PW/CLOTHING ALLOWANCE REIMBURSEMENT	139.50
62265	5/01/2024	VERIZON WIRELESS PW/PKS/WU/SU/CELLULAR SERVICES	135.52
62271	5/13/2024	IMPACT GROUP APRIL OFFICE 365	45.00
62275	5/13/2024	NORTHWEST COMMUNICATIONS TELEPHONE EXPENSE	196.04
62276	5/13/2024	OLSON SANITATION LLC APRIL SERVICES	21,227.00
62278	5/13/2024	SOMERSET UTILITIES WATER/SEWER CHARGES	66.61
62281	5/13/2024	T.A. SCHIFSKY & SONS INC PW/AGGREGATE	157.14
Grand Total			28,504.93

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GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 4/18/2024 From Account: 100-00-53240-110-000
Thru: 5/22/2024 Thru Account: 100-00-53930-514-000

Amount

Total Expenditure from Fund # 100 - VILLAGE GENERAL FUND	28,504.93
Total Expenditure from all Funds	28,504.93

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GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 4/18/2024 From Account: 100-00-55200-110-000
Thru: 5/22/2024 Thru Account: 100-00-55310-390-000

Check Nbr	Check Date	Payee	Amount
62253	5/01/2024	MIDWEST NATURAL GAS INC. MARCH NATURAL GAS SERVICES	64.51
62256	5/01/2024	PEA SOUP DAYS PSD SPONSOR	500.00
62260	5/01/2024	SAFE ASSURE CONSULTANTS INC PW/PKS/WU/SU/ANNUAL SAFETY TRAINING	1,331.35
62265	5/01/2024	VERIZON WIRELESS PW/PKS/WU/SU/CELLULAR SERVICES	135.52
62271	5/13/2024	IMPACT GROUP APRIL OFFICE 365	15.00
62277	5/13/2024	RASKA SEWER SERVICE PKS/PORTABLES AT DISC GOLF	157.50
62278	5/13/2024	SOMERSET UTILITIES WATER/SEWER CHARGES	264.49
Grand Total			2,468.37

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GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 4/18/2024

From Account: 100-00-55200-110-000

Thru: 5/22/2024

Thru Account: 100-00-55310-390-000

Amount

Total Expenditure from Fund # 100 - VILLAGE GENERAL FUND

2,468.37

Total Expenditure from all Funds

2,468.37

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GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 4/18/2024 From Account: 610-00-11100-000-131
Thru: 5/22/2024 Thru Account: 620-00-58290-000-428

Check Nbr	Check Date	Payee	Amount
62238	5/01/2024	ABT MAILCOM WU/SU/APRIL UTILITY BILL	1,378.59
62247	5/01/2024	EO JOHNSON COMPANY GEN/WU/SU/PRINTER MAINTENANCE AGREEMENT	58.00
62250	5/01/2024	IMPACT GROUP GEN/WU/SU/LAPTOPS & DOCKING STATIONS	1,880.45
62253	5/01/2024	MIDWEST NATURAL GAS INC. MARCH NATURAL GAS SERVICES	753.77
62260	5/01/2024	SAFE ASSURE CONSULTANTS INC PW/PKS/WU/SU/ANNUAL SAFETY TRAINING	2,662.70
62261	5/01/2024	SIGMA CONTROLS INC SU/WWTP SURGE SUPPRESSOR	1,090.84
62265	5/01/2024	VERIZON WIRELESS PW/PKS/WU/SU/CELLULAR SERVICES	271.05
62266	5/01/2024	WEST CENTRAL WISCONSIN BIOSOLIDS FACILITY SU/MARCH HAULING	17,807.52
62267	5/13/2024	AG SOURCE COOP SERVICES WU/SU/LAB TESTING	780.50
62268	5/13/2024	EO JOHNSON COMPANY GEN/WU/SU/COPIER LEASE	71.40
62269	5/13/2024	FERGUSON WATERWORKS #2516 WU/COUPLINGS/METERS	12,221.52
62271	5/13/2024	IMPACT GROUP APRIL OFFICE 365	45.00
62272	5/13/2024	MENARDS-STILLWATER SU/WWTP SUPPLIES	62.04
62275	5/13/2024	NORTHWEST COMMUNICATIONS TELEPHONE EXPENSE	372.00
62278	5/13/2024	SOMERSET UTILITIES WATER/SEWER CHARGES	364.31
62284	5/13/2024	WISCONSIN RURAL WATER ASSOCIATION WU/ANNUAL MEMBERSHIP-BRIGGS	45.00
Grand Total			39,864.69

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GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 4/18/2024 From Account: 610-00-11100-000-131
Thru: 5/22/2024 Thru Account: 620-00-58290-000-428

Amount

Total Expenditure from Fund # 610 - WATER UTILITY FUND	15,903.74
Total Expenditure from Fund # 620 - SEWER UTILITY FUND	23,960.95
Total Expenditure from all Funds	39,864.69