

**VILLAGE OF SOMERS  
7511 12<sup>th</sup> STREET  
SOMERS WI 53171**

**WORK SESSION MEETING  
AGENDA  
01-07-20  
5:30 p.m.**

1. Call to order
2. President & Trustee Reports
3. Administrator's Report
4. Discuss final payment in the amount of \$55,948.44 for 52<sup>nd</sup> Avenue & 16<sup>th</sup> Place sewer rehabilitation Project with Musson Brothers Construction
5. Discuss special assessments for 52<sup>nd</sup> Avenue & 16<sup>th</sup> Place sewer rehabilitation project
6. Discuss request from Fire Department to purchase new brush truck in the amount of \$199,943.00.
7. Discuss possible Ordinance to Repeal and Recreate Section 11.03(G) and (H) of the Code of Ordinances to the Village of Somers Relating to Operator License and Provisional License Fees
8. Discuss possible Ordinance to Repeal and Recreate Section 12.10(B)(1) of the Code of Ordinances to the Village of Somers Relating to Amusement Establishments License
9. Discuss possible Ordinance to Repeal and Recreate Section 12.13(D)(1) of the Code of Ordinances to the Village of Somers Relating to Cigarette or Tobacco Product License
10. Review Tentative Village Board Meeting Agenda for 01-14-20
11. Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the Jan. 7, 2020 Village work session & Agenda in 1 public place & on the Village website.

Dated this 3rd day of Jan. 2020

Tim Kitzman, Clerk-Treasurer

Requests from persons with disabilities who need assistance to participate in this meeting should be made to the Clerk's Office at 262-859-2822 with as much notice as possible. **Notice is hereby given that members of the Town Board may be in attendance for the sole purpose of gathering information. A quorum may be present. However, no Board action will be taken.**



[www.somers.org](http://www.somers.org)

P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

**VILLAGE OF SOMERS  
VILLAGE BOARD  
WORK SESSION ITEM MEMORANDUM**

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**WORK SESSION:** January 7<sup>th</sup>, 2020

**TO:** Village President Stoner and Village Trustees

**FROM:** Jason J. Peters, Administrator

**AGENDA ITEM:** #3 Administrator's Report

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Below please find a bulleted summary of major issues that Administration has worked since our December 3<sup>rd</sup>, 2019 Work Session:

Happy Year!

Development

- Staff worked with Bear Development to finalize the Developer's Agreement for the Parkview Tavern Site. The Board authorized up to a \$250,000 deduction in fees. In the end, the reduction was approximately \$225,000. A provision to potentially "claw back" some of this reduction was also included. The Agreement was executed on December 12<sup>th</sup> and Bear expects to start construction in early January.
- Both the Plan Commission and the Board approved changes to the exterior of the proposed Oakfire restaurant. We are currently finalizing the Developer's Agreement.
- Hawthorn Apartments continues to build an incredible rate. Their progress so far is as follows: four building going vertical; installed an access road; began footings for the clubhouse; and started siding on two buildings.
- The newly installed access road in the Hawthorn Apartments project has allowed the WVRC project to commence.

Administration

- On December 4<sup>th</sup>, President Stoner, Clerk Kitzman and myself attended the "Complete Count Committee Meeting at Kenosha County. The goal of this group is to make sure that our residents are counted in the 2020 Census. The Village will be using one of our lobby boards to communicate information regarding the upcoming census. This year will be the first-year residents can respond by using the Census website. We will also be

setting up a laptop for residents to use if they do not have internet access or a computer at their home.

- On the evening of December 5<sup>th</sup>, President Stoner and myself attended SEWRPC's Vision 2050 meeting in Kenosha. The meeting focused on the following future needs: housing; transportation; utilities; stormwater; environmental concerns; and workforce. The meeting was not heavily attended, but we were able to get some good "facetime" with several higher ups at SEWRPC.
- On December 12<sup>th</sup>, I received word from Michelle Staff at the DNR that on December 9<sup>th</sup>, the Village was accepted in the National Flood Insurance Program.
- Breakfast with Santa was held on Saturday, December 14<sup>th</sup>. It was well attended, and many pancakes were consumed. According the Fire Department over 100 pounds of pancake batter was prepared!
- On December 16<sup>th</sup>, Mr. Vogel's open record request regarding the Pritzker development was fulfilled. The County provided the electronic search of our email search on December 11<sup>th</sup> and an updated version on December 12<sup>th</sup>. These emails were reviewed to remove privileged information. Mr. Vogel was given a well-organized file with the following information: a PST file with electronic versions of emails that did not include privileged information; paper copies of emails that had privileged information redacted; PDFs of materials created for the project; a print out of a text message exchange; and paper copies of materials that were not in electronic form.
- On December 23<sup>rd</sup>, Kenosha IT and Heartland Business Systems began installing our new phone system. The process will take about a week to finish.
- In June of 2019 the Village approved Resolution 19-009 to support Root Pike Win's restoration of the North Side of Gitzlaff Park. On December 19<sup>th</sup>, Staff met with representatives of Root Pike Win to formalize an agreement that will allow them to serve as the fiscal agent for the project. Resolution 19-009 already names Root Pike Win as the fiscal agent, the agreement will formalize their role in the project.
- The week of the 23<sup>rd</sup> was quiet on the Administration side. The Clerk Treasurer and the front office staff was very busy with tax collections.
- John's Disposal is now officially our garbage and recycling hauler. To spread the word regarding the new schedules, we have posted the information online, included a story in the newsletter, had flyers available throughout the Village/Town Hall, and included an insert in every tax bill.
- Mary Ann Cole's official first day will be January 6<sup>th</sup>. She has come in several times over the month of December to get acquainted with the computer systems.
- As you may recall, the Village is currently involved in a lawsuit over the Jensen property. The Village won at the district court level and Mr. Jensen appealed the decision. On December 23<sup>rd</sup>, we were informed that the matter has been submitted to the appellate court and that we can expect a decision in four to six months.

- Bill and I have switched offices as he is now as special advisor to the Village/Town and as of January 1<sup>st</sup>, I am your new Administrator.
- As you are aware Ann Brumback is retiring. Her last day was January 3<sup>rd</sup>. It is very sad to see her go, but we all are excited for her to enjoy her retirement. Her organizational skills and willingness to go the extra mile for the Town/Village will truly be missed.



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**VILLAGE OF SOMERS  
VILLAGE BOARD  
WORK SESSION ITEM MEMORANDUM**

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**WORK SESSION:** January 7<sup>th</sup>, 2020

**TO:** Village President Stoner and Village Trustees

**FROM:** Jason J. Peters, Administrator

**AGENDA ITEM:** #4 Discuss final payment in the amount of \$55,948.44 for 52<sup>nd</sup> Avenue & 16<sup>th</sup> Place sewer rehabilitation Project with Musson Brothers Construction

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**BACKGROUND:**

Musson Brothers Construction, Inc. was the low bidder for the Sanitary Sewer Lining project on 52<sup>nd</sup> Avenue and 16<sup>th</sup> Place.

**UPDATE:**

The total final construction cost of the project was \$119,093.70. A partial payment of \$63,145.26 was made in February of 2019. Musson Brothers has submitted a final invoice for payment in the amount of \$55,948.44. Engineer Snyder has reviewed the invoice and recommends that the Village makes this final payment.

**COMMENTS:**

Staff is requesting that action be taken on this matter at our January 14<sup>th</sup> Board Meeting.

**ATTACHMENTS:**

Engineer Snyder's Report

December 9, 2019

Timothy Kitzman, Clerk  
Village of Somers  
7511 12<sup>th</sup> Street  
Somers, WI 53171

***Subject: 52<sup>nd</sup> Avenue and 16<sup>th</sup> Place Sewer Rehabilitation Project -- Payment Recommendation***

Dear Tim,

Enclosed are an invoice, payment request worksheet, and final lien waiver from Musson Brothers Construction, Inc. for work performed for the 52<sup>nd</sup> Avenue and 16<sup>th</sup> Place Sewer Rehabilitation Project. The following is our opinion of the amount due and payable to the Contractor:

Contract Price	\$337,602.30
Final Construction Cost	\$119,093.70
Less Amount Retained	<u>(0.00)</u>
Subtotal	\$119,093.70
Less Previous Payments	<u>(\$63,145.26)</u>
Total Amount Due for Final Payment	\$55,948.44

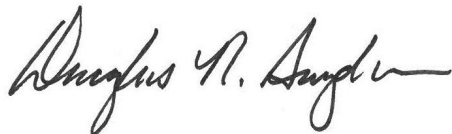
**We recommend payment to Musson Brothers, Inc. for \$55,948.44.**

The final project cost differs from the contract price because the system on 52<sup>nd</sup> Avenue is PVC and a few of the sewer laterals on 16<sup>th</sup> Place were already replaced. Below is a listing of the addresses where the laterals were lined.

619 16 <sup>th</sup> Place	627 16 <sup>th</sup> Place	706 16 <sup>th</sup> Place
712 16 <sup>th</sup> Place	717 16 <sup>th</sup> Place	718 16 <sup>th</sup> Place
726 16 <sup>th</sup> Place	727 16 <sup>th</sup> Place	806 16 <sup>th</sup> Place

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Douglas R. Snyder, P.E.

DRS/drs

Cc with encl.: Jason Peters, Administrator (email)

Cc: Sam Huschen (email)



# INVOICE

NUMBER

69556

P.O. Box 818 • Rhinelander, Wisconsin 54501 • (715) 365-8700 • (715) 369-9296

Bill to: Village of Somers

7511 12th Street  
Somers, WI 53171



Ship to:

7511 12th Street  
Somers, WI 53171

Cust #	Customer Ref	Date	Due Date	Disc Date	Terms
2348	Pay Request #2 Final	08/16/19	09/15/19	09/10/19	Due in 30 Days

Mth/Trans	Line	Description	Contract	Item	Unit Price	Quantity	Amount
08/19 550	1	Cured-in-Place (Building Servi	918110	F5	3,230.00000	2.000	6,460.00
08/19 550	2	Additional Cured-in-Place (Bui	918110	F6	45.00000	129.000	5,805.00
08/19 550	3	Cured-in-Place (Building Servi	918110	G5	3,355.00000	3.000	10,065.00
08/19 550	4	Additional Cured-in-Place (Bui	918110	G6	45.00000	201.000	9,045.00
08/19 550	5	Cured-in-Place (Building Servi	918110	H5	3,355.00000	4.000	13,420.00
08/19 550	6	Additional Cured-in-Place (Bui	918110	H6	45.00000	174.000	7,830.00

Notes:

Total	\$52,625.00
Sales Tax	
Less Retainage	
Total	\$52,625.00

Project# 171224.40

16th Place Sanitary Sewer Rehab.

Pay Request #1 Retainer \$3,323.44

Total Due \$55,948.44

**Bid Breakdown and Final Construction Cost Information**  
**52nd Avenue and 16th Place Sanitary Sewer Rehabilitation**  
**Village of Somers, WI**

<b>Part A - 52nd St (MH 52A-6 to MH 52A-1)</b>									
Item No.	Description	Est. Qty	Unit	Bid Unit Price	Bid Price	PR#1	Total for PR#1	PR#2	Total for PR#2
1	Clean and Televiser Sanitary Sewer Mainline	53	LF	\$2.20	\$116.60				
2	Cured in Place Pipe (Mainline)								
	8-inch Diameter Pipe Sanitary Sewer Lateral	53	LF	\$24.20	\$1,282.60				
3	Cured in Place Sample Testing	1	EA	\$450.00	\$450.00				
				<b>Total A</b>	<b>\$1,849.20</b>				
<b>Part B - 52nd St (MH 52A-1 to MH 52A-2)</b>									
Item No.	Description	Est. Qty	Unit	Bid Unit Price	Bid Price	PR#1	Total for PR#1	PR#2	Total for PR#2
1	Clean and Televiser Sanitary Sewer Mainline	354	LF	\$2.20	\$778.80				
2	Clean and Televiser Sanitary Sewer Building Services	113	LF	\$8.00	\$904.00	113	\$904.00		
3	Building Service Cleanout (Vac-a-Tee)	3	EA	\$500.00	\$1,500.00				
4	Cured in Place Pipe (Mainline)								
	8-inch Diameter Pipe Sanitary Sewer Lateral	354	LF	\$24.20	\$8,566.80				
	Reinstatement	3	EA	\$165.00	\$495.00				
5	Cured-in-Place (Building Service)	3	EA	\$3,230.00	\$9,690.00				
6	Additional Cured-in-Place (Building Service)	53	LF	\$45.00	\$2,385.00				
7	Cured in Place Sample Testing	1	EA	\$450.00	\$450.00				
				<b>Total B</b>	<b>\$24,769.60</b>				
<b>Part C - 52nd St (MH 52A-2 to MH 52A-3)</b>									
Item No.	Description	Est. Qty	Unit	Bid Unit Price	Bid Price	PR#1	Total for PR#1	PR#2	Total for PR#2
1	Clean and Televiser Sanitary Sewer Mainline	296	LF	\$2.20	\$651.20				
2	Clean and Televiser Sanitary Sewer Building Services	203	LF	\$9.00	\$1,827.00	203	\$1,827.00		
3	Building Service Cleanout (Vac-a-Tee)	6	EA	\$500.00	\$3,000.00				
4	Cured in Place Pipe (Mainline)								
	8-inch Diameter Pipe Sanitary Sewer Lateral	296	LF	\$24.20	\$7,163.20				
	Reinstatement	6	EA	\$165.00	\$990.00				
5	Cured-in-Place (Building Service)	6	EA	\$3,230.00	\$19,380.00				
6	Additional Cured-in-Place (Building Service)	83	LF	\$45.00	\$3,735.00				
7	Cured in Place Sample Testing	1	EA	\$450.00	\$450.00				
				<b>Total C</b>	<b>\$37,196.40</b>				
<b>Part D - 52nd St (MH 52A-3 to MH 52A-4)</b>									
Item No.	Description	Est. Qty	Unit	Bid Unit Price	Bid Price	PR#1	Total for PR#1	PR#2	Total for PR#2
1	Clean and Televiser Sanitary Sewer Mainline	306	LF	\$2.20	\$673.20				
2	Clean and Televiser Sanitary Sewer Building Services	213	LF	\$9.00	\$1,917.00	213	\$1,917.00		
3	Building Service Cleanout (Vac-a-Tee)	6	EA	\$500.00	\$3,000.00				
4	Cured in Place Pipe (Mainline)								
	8-inch Diameter Pipe Sanitary Sewer Lateral	306	LF	\$24.20	\$7,405.20				
	Reinstatement	6	EA	\$165.00	\$990.00				
5	Cured-in-Place (Building Service)	6	EA	\$3,230.00	\$19,380.00				
6	Additional Cured-in-Place (Building Service)	93	LF	\$45.00	\$4,185.00				
7	Cured in Place Sample Testing	1	EA	\$450.00	\$450.00				
				<b>Total D</b>	<b>\$38,000.40</b>				
<b>Part E - 52nd St (MH 52A-4 to MH 52A-5)</b>									
Item No.	Description	Est. Qty	Unit	Bid Unit Price	Bid Price	PR#1	Total for PR#1	PR#2	Total for PR#2
1	Clean and Televiser Sanitary Sewer Mainline	265	LF	\$2.20	\$583.00				
2	Clean and Televiser Sanitary Sewer Building Services	132	LF	\$9.00	\$1,188.00	263	\$2,367.00		
3	Building Service Cleanout (Vac-a-Tee)	4	EA	\$500.00	\$2,000.00				
4	Cured in Place Pipe (Mainline)								
	8-inch Diameter Pipe Sanitary Sewer Lateral	265	LF	\$24.20	\$6,413.00				
	Reinstatement	4	EA	\$165.00	\$660.00				
5	Cured-in-Place (Building Service)	4	EA	\$3,230.00	\$12,920.00				
6	Additional Cured-in-Place (Building Service)	52	LF	\$45.00	\$2,340.00				
7	Cured in Place Sample Testing	1	EA	\$450.00	\$450.00				
				<b>Total E</b>	<b>\$26,554.00</b>				



**Bid Breakdown and Final Construction Cost Information**  
**52nd Avenue and 16th Place Sanitary Sewer Rehabilitation**  
**Village of Somers, WI**

<b>Part F - 16th Place (MH 7 to MH 8)</b>									
Item No.	Description	Est. Qty	Unit	Bid Unit Price	Bid Price	PR#1	Total for PR#1	PR#2	Total for PR#2
1	Clean and Televiser Sanitary Sewer Mainline	256	LF	\$2.20	\$563.20	256	\$563.20		
2	Clean and Televiser Sanitary Sewer Building Services	431	LF	\$9.00	\$3,879.00	431	\$3,879.00		
3	Building Service Cleanout (Vac-a-Tee)	6	EA	\$500.00	\$3,000.00				
4	Cured in Place Pipe (Mainline)								
	12-inch Diameter Pipe Sanitary Sewer	256	LF	\$32.73	\$8,377.60	256	\$8,377.60		
	Reinstatement	6	EA	\$165.00	\$990.00	6	\$990.00		
5	Cured-in-Place (Building Service)	6	EA	\$3,230.00	\$19,380.00			2	\$6,460.00
6	Additional Cured-in-Place (Building Service)	311	LF	\$45.00	\$13,995.00			129	\$5,805.00
7	Cured in Place Sample Testing	1	EA	\$450.00	\$450.00				
				<b>Total F</b>	<b>\$50,634.80</b>				
<b>Part G - 16th Place (MH 8 to MH 9)</b>									
Item No.	Description	Est. Qty	Unit	Bid Unit Price	Bid Price	PR#1	Total for PR#1	PR#2	Total for PR#2
1	Clean and Televiser Sanitary Sewer Mainline	247	LF	\$2.20	\$543.40	247	\$543.40		
2	Clean and Televiser Sanitary Sewer Building Services	441	LF	\$6.00	\$2,646.00	441	\$2,646.00		
3	Building Service Cleanout (Vac-a-Tee)	8	EA	\$500.00	\$4,000.00				
4	Cured in Place Pipe (Mainline)								
	12-inch Diameter Pipe Sanitary Sewer Lateral	441	LF	\$33.50	\$14,773.50	247	\$8,274.50		
	Reinstatement	8	EA	\$165.00	\$1,320.00	8	\$1,320.00		
5	Cured-in-Place (Building Service)	8	EA	\$3,355.00	\$26,840.00			3	\$10,065.00
6	Additional Cured-in-Place (Building Service)	281	LF	\$45.00	\$12,645.00			201	\$9,045.00
7	Cured in Place Sample Testing	1	EA	\$450.00	\$450.00				
				<b>Total G</b>	<b>\$63,217.90</b>				
<b>Part H - 16th Place (MH 9 to MH 10)</b>									
Item No.	Description	Est. Qty	Unit	Bid Unit Price	Bid Price	PR#1	Total for PR#1	PR#2	Total for PR#2
1	Clean and Televiser Sanitary Sewer Mainline	400	LF	\$2.20	\$880.00	400	\$880.00		
2	Clean and Televiser Sanitary Sewer Building Services	616	LF	\$5.00	\$3,080.00	616	\$3,080.00		
3	Building Service Cleanout (Vac-a-Tee)	10	EA	\$500.00	\$5,000.00				
4	Cured in Place Pipe (Mainline)								
	12-inch Diameter Pipe Sanitary Sewer Lateral	400	LF	\$33.50	\$13,400.00	400	\$13,400.00		
	Reinstatement	10	EA	\$150.00	\$1,500.00	10	\$1,500.00		
5	Cured-in-Place (Building Service)	10	EA	\$3,355.00	\$33,550.00			4	\$13,420.00
6	Additional Cured-in-Place (Building Service)	416	LF	\$45.00	\$18,720.00			174	\$7,830.00
7	Cured in Place Sample Testing	1	EA	\$450.00	\$450.00				
					<b>\$76,580.00</b>				
				<b>Total H</b>	<b>\$318,802.30</b>				
<b>Part I - Additional Items</b>									
Item No.	Description	Est. Qty	Unit	Bid Unit Price	Bid Price	PR#1	Total for PR#1	PR#2	Total for PR#2
1	Sanitary Sewer Building Service Excavation Point Repair	4	EA	\$4,500.00	\$18,000.00				
2	Trim Protruding Tap Sanitary Sewer Service Lateral	2	EA	\$400.00	\$800.00				
				<b>Total I</b>	<b>\$18,800.00</b>				
ADD	Building Service Cleanout (Vac-a-Tee) Change order	10	EA	\$ 1,400.00		10	\$ 14,000.00		
					<b>Totals =</b>		<b>\$66,468.70</b>		<b>\$52,625.00</b>
				<b>Total Bid</b>	<b>\$337,602.30</b>		<b>Final Construction Cost =</b>		<b>\$119,093.70</b>

**Final Waiver of Lien**

To All Whom It May Concern:

WHEREAS, the undersigned, Musson Bros., Inc. has contracted with  
Village of Somers to furnish labor and materials for  
16<sup>th</sup> Place Sanitary Sewer Rehab for work associated with  
Project No. 171224.00, located at Village of Somers  
County of Kenosha of which Village of Somers is the Owner.

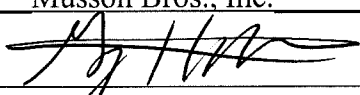
NOW, THEREFORE, this 9th day of December 2019 for and in  
consideration of the sum of \$55,948.44 paid simultaneously herewith, the receipt  
whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive  
and release any lien rights to, or claim of lien with respect to and on said above described  
premises, and the improvements thereon, and on the monies or other considerations due  
to become due from the Owner, by virtue of said Work, on account of labor, services,  
materials, fixtures, apparatus of machinery heretofore or which may hereafter be  
furnished by the undersigned to or for the above described premises.

The undersigned further represents and warrants that he has paid for all labor,  
materials, equipment, and services that he has used or supplied or incorporated into the  
above premises were either taken from his fully paid or open stock or were fully paid for;  
and that the following are the names of all parties who have furnished material or labor,  
or both:

NAMES OF SUPPLIERS (if none, so state.)

WHAT SUPPLIED


That there are no other contracts for said work outstanding, and that there is  
nothing due or to become due to any person for material, labor, or other work of any kind  
done or to be done upon or in connection with said Work other than above stated.

Musson Bros., Inc.  
  
Signature

TITLE: Vice President



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**VILLAGE OF SOMERS  
VILLAGE BOARD  
WORK SESSION ITEM MEMORANDUM**

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**WORK SESSION:** January 7<sup>th</sup>, 2020

**TO:** Village President Stoner and Village Trustees

**FROM:** Jason J. Peters, Administrator

**AGENDA ITEM:** #5 Discuss special assessments for 52nd Avenue & 16th Place sewer rehabilitation project

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**BACKGROUND:**

Musson Brothers Construction, Inc. has completed the Sanitary Sewer Lining project on 52<sup>nd</sup> Avenue and 16<sup>th</sup> Place. In the end, the only 16<sup>th</sup> Place needed lining. As apart of the project, adjacent owners were made aware that it was our intent to specially assess each parcel for the lining of their sewer lateral.

**UPDATE:**

Engineer Snyder has completed the assessment report. There are nine parcels that are to be specially assessed. Each parcel was notified that they would be assessed the recommended \$1,000. I have attached a sample of the letter that was sent to each home owner with the possible special assessment language highlighted. Additionally, the Village secured agreements from each homeowner to complete the work on their property.

**COMMENTS:**

Staff is requesting direction from the Board to begin the special assessment process.

**ATTACHMENTS:**

Engineer Snyder's Special Assessment Report

Sample Letter to Residents

**Special Assessment Engineer's Report**  
**16<sup>th</sup> Place Sanitary Sewer Rehabilitation**  
**Village of Somers**

## INTRODUCTION AND BACKGROUND

The Village plans to reduce the amount of clear water sent to the Kenosha Water Utility for treatment and is attempting to reduce infiltration and inflow into the sanitary sewer system. Their capital improvement plan includes a biannual program to repair the sewers and laterals tributary to the Village lift stations on 45<sup>th</sup> Street and at Carthage College.

This project included the televising, cleaning, and videoing of the sewer system on 52<sup>nd</sup> Avenue and 16<sup>th</sup> Place and also included the repair of several public mainline pipes and private laterals with the installation of cured-in-place pipe (liner). The necessary repairs were identified following cleaning and televising. The liner is typically less cost than installing a new pipe because there is no need to restore the roadway and lawn; this typically does not work on if there is vertical offsets between the pipe sections.

The system on 52<sup>nd</sup> Avenue was PVC and needed no repairs. The majority of the system on 16<sup>th</sup> Place was vitrified clay, which needed a liner to close the gaps between pipes and prevent the infiltration. Clean-outs were installed on the laterals needing repair to aid in the installation of the liner. Table 1 summarizes the benefitted parcels including the repair length and actual cost of repair. Exhibit A is an aerial sketch showing the location of the benefitted properties. Table 2 contains the final construction cost information used in the repair cost calculation.

**Table 1**

**Benefitted Property and Private Lateral Repair Cost**

Address	Repair Length (feet)	Repair Cost
619 16th Place	29	\$ 6205
627 16th Place	48	\$ 7155
706 16th Place	58	\$ 7713
712 16th Place	12	\$ 5367
717 16th Place	57	\$ 7662
718 16th Place	75	\$ 8580
726 16th Place	81	\$ 8886
727 16th Place	89	\$ 7600
806 16th Place	55	\$ 9436

## Exhibit A

### Aerial Sketch Showing Benefitted Properties



**Table 2**

### **Excerpt of Final Construction Cost**

<b>Part F - 16th Place (MH 7 to MH 8)</b>									
Item No.	Description	Est. Qty	Unit	Bid Unit Price	Bid Price	PR#1	Total for PR#1	PR#2	Total for PR#2
1	Clean and Televiser Sanitary Sewer Mainline	256	LF	\$2.20	\$563.20	256	\$563.20		
2	Clean and Televiser Sanitary Sewer Building Services	431	LF	\$9.00	\$3,879.00	431	\$3,879.00		
3	Building Service Cleanout (Vac-a-Tee)	6	EA	\$500.00	\$3,000.00				
4	Cured in Place Pipe (Mainline)								
	12-inch Diameter Pipe Sanitary Sewer	256	LF	\$32.73	\$8,377.60	256	\$8,377.60		
	Reinstatement	6	EA	\$165.00	\$990.00	6	\$990.00		
5	Cured-in-Place (Building Service)	6	EA	\$3,230.00	\$19,380.00			2	\$6,460.00
6	Additional Cured-in-Place (Building Service)	311	LF	\$45.00	\$13,995.00			129	\$5,805.00
7	Cured in Place Sample Testing	1	EA	\$450.00	\$450.00				
	<b>Total F</b>				<b>\$50,634.80</b>				
<b>Part G - 16th Place (MH 8 to MH 9)</b>									
Item No.	Description	Est. Qty	Unit	Bid Unit Price	Bid Price	PR#1	Total for PR#1	PR#2	Total for PR#2
1	Clean and Televiser Sanitary Sewer Mainline	247	LF	\$2.20	\$543.40	247	\$543.40		
2	Clean and Televiser Sanitary Sewer Building Services	441	LF	\$6.00	\$2,646.00	441	\$2,646.00		
3	Building Service Cleanout (Vac-a-Tee)	8	EA	\$500.00	\$4,000.00				
4	Cured in Place Pipe (Mainline)								
	12-inch Diameter Pipe Sanitary Sewer Lateral	441	LF	\$33.50	\$14,773.50	247	\$8,274.50		
	Reinstatement	8	EA	\$165.00	\$1,320.00	8	\$1,320.00		
5	Cured-in-Place (Building Service)	8	EA	\$3,355.00	\$26,840.00			3	\$10,065.00
6	Additional Cured-in-Place (Building Service)	281	LF	\$45.00	\$12,645.00			201	\$9,045.00
7	Cured in Place Sample Testing	1	EA	\$450.00	\$450.00				
	<b>Total G</b>				<b>\$63,217.90</b>				
<b>Part H - 16th Place (MH 9 to MH 10)</b>									
Item No.	Description	Est. Qty	Unit	Bid Unit Price	Bid Price	PR#1	Total for PR#1	PR#2	Total for PR#2
1	Clean and Televiser Sanitary Sewer Mainline	400	LF	\$2.20	\$880.00	400	\$880.00		
2	Clean and Televiser Sanitary Sewer Building Services	616	LF	\$5.00	\$3,080.00	616	\$3,080.00		
3	Building Service Cleanout (Vac-a-Tee)	10	EA	\$500.00	\$5,000.00				
4	Cured in Place Pipe (Mainline)								
	12-inch Diameter Pipe Sanitary Sewer Lateral	400	LF	\$33.50	\$13,400.00	400	\$13,400.00		
	Reinstatement	10	EA	\$150.00	\$1,500.00	10	\$1,500.00		
5	Cured-in-Place (Building Service)	10	EA	\$3,355.00	\$33,550.00			4	\$13,420.00
6	Additional Cured-in-Place (Building Service)	416	LF	\$45.00	\$18,720.00			174	\$7,830.00
7	Cured in Place Sample Testing	1	EA	\$450.00	\$450.00				
	<b>Total H</b>				<b>\$76,580.00</b>				
	<b>Total</b>				<b>\$318,802.30</b>				

## STATEMENT OF BENEFIT TO PROPERTIES

Properties where sewer laterals are lined will benefit from a free flowing sanitary lateral pipe. The repair costs in Table 1 are less than a new pipe with pavement removal and replacement.

## SPECIAL ASSESSMENT COST

The repair cost in Table 1 is based on the pricing provided in the appropriate section (based on geographic location) of Table 2 and is the sum of Items 2, 3, 5, and 6 of the appropriate geographic section. Based on the ordinance, the property owner should be responsible for 100% of the repair cost in Table 1. The Village is choosing to charge the property owner \$1,000.00 for the lateral repair. See Table 3 for the Sewer Lateral Assessment Schedule.



**Table 3**

**Sewer Lateral Repair Assessment Schedule**  
16th Place Sanitary Lateral Rehabilitation  
Village of Somers

Tax #	Physical Address		Owner and Mailing Address	Length of Repair	Table 2 Section/ Pay Items	Calculated Assessment Cost	Actual Assessment Cost
	#	Street					
83-4-223-184-0525	717	16th Place	Bryan M. Paielli Teagan E. Paielli 717 16th Place Kenosha, WI 53140	57	G / 2,3,5 & 6	\$7,662.00	\$1,000.00
83-4-223-184-0500	627	16th Place	Gerald M. Sorensen Diane R. Sorensen 627 16th Place Kenosha, WI 53140	48	H / 2,3,5 & 6	\$7,155.00	\$1,000.00
83-4-223-184-0495	619	16th Place	Todd A. & Amy M. Kehl 619 16th Place Kenosha, WI 53140	29	H / 2,3,5 & 6	\$6,205.00	\$1,000.00
83-4-223-184-0440	706	16th Place	Robert D. & Patricia A. Schleip Revocable Trust 706 16th Place Kenosha, WI 53140	58	G / 2,3,5 & 6	\$7,713.00	\$1,000.00
83-4-223-184-0435	712	16th Place	Jennifer H. Harris Tammy Harris 712 16th Place Kenosha, WI 53140	12	G / 2,3,5 & 6	\$5,367.00	\$1,000.00
83-4-223-184-0430	718	16th Place	Douglas A. Hebert 718 16th Place Kenosha, WI 53140-4406	75	G / 2,3,5 & 6	\$8,580.00	\$1,000.00
83-4-223-184-0420	726	16th Place	Tracy Gilbert 726 16th Place Kenosha, WI 53140	81	G / 2,3,5 & 6	\$8,886.00	\$1,000.00
83-4-223-184-0410	806	16th Place	Robert J. Smuda 806 16th Place Kenosha, WI 53140	55	F / 2,3,5 & 6	\$7,600.00	\$1,000.00
83-4-223-184-0535	727	16th Place	Ralph M. Nudi Nudi Revocable Trust 5405 24th Place Kenosha, WI 53144	89	F / 2,3,5 & 6	\$9,436.00	\$1,000.00

**Contract Unit Bid Prices from Table 2**

Pay Item	Cost	Pay Item	Cost
F2	\$9.00	F5	\$3,230.00
F3	\$1,400.00	F6	\$45.00
G2	\$6.00	G5	\$3,355.00
G3	\$1,400.00	G6	\$45.00
H2	\$5.00	H5	\$3,355.00
H3	\$1,400.00	H6	\$45.00





[www.somers.org](http://www.somers.org)

P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

August 9<sup>th</sup>, 2018

Kenosha, WI 53140

**RE: Sewer Lining Project**

Dear Somers Resident:

In May, a letter was sent making you aware that the Village Board entered into a contract with Musson Brothers Construction to commence lining of the sewer in your street, plus the individual lateral which services your home. The purpose of this project is to help maintain service to your home and help maintain the sewer system as a whole. The homes in this area have clay sewer laterals connecting sewer service from the road to the house that date back to the 1950's. Common problems with the aging system are cracked pipes or leaking joints, sagging, roots, and holes that cause improper ground water infiltration.

As a part of this project the contractor has attempted to "televise" the lateral to your home. During this process, they were unable to locate the lateral exiting your home. Due to this fact, the Village will need to inspect your basement to verify where your sewer lateral exits your home. We respectfully request that you contact the Village at your earliest convenience to set up an inspection time. Please contact Ann Brumback at via telephone at (262) 859-2822 or via email at [Abumback@somers.org](mailto:Abumback@somers.org).

Additionally, the Village would like to make you aware that it is the Village's intent to levy a special assessment against your parcel to help pay for a small portion of this project. The proposed assessment for rehabilitation will be \$1000, which is a fraction of the actual cost of rehabilitation. The Village is required to hold a public hearing on these special assessments and will do so in the forth coming weeks. You will receive notice of this public hearing via U.S. mail. Notice of this meeting will also be posted at Village Hall, posted on our website and published in Kenosha News. Agendas for upcoming meetings can be found online at [Somers.org](http://Somers.org).

Work will commence in the next few weeks and individual notices will be placed on your door before they proceed at your individual home. While construction occurs, the street may be a little difficult to get through on, but will at all times be open for you to come and go and for any emergency vehicles.

Yours truly,

William A. Morris,  
Village Administrator

Cc: Gerald Smith, Public Works Superintendent



# ***SOMERS FIRE & RESCUE***

**CHIEF**  
Carson Wilkinson

P.O. Box 197  
Somers, WI 53171  
(262-859-2277)

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## **VILLAGE OF SOMERS VILLAGE BOARD MEETING ITEM MEMORANDUM**

**MEETING DATE:** January 7, 2020

**TO:** Village President Stoner, Village Trustees and Administrator Peters

**PREPARED BY:** Carson Wilkinson Fire Chief

**AGENDA ITEM:** Approval to enter into a contract with Jefferson Fire and Safety to have manufactured and delivered a Rosenbauer brush truck on a Ford Chassis.

**Background:** In planning the CIP in 2019 originally there was discussed \$200,000 set aside in 2020 and 2019 for a new "Brush Truck" for the Fire Department. This will replace a unit that the chassis is over 10 years old and the firefighting equipment is over 30 years old. The intend is to refurbish the old chassis into a utility vehicle that will be capable of snow plowing, pulling the County Hazardous Materials Trailer, County Dive Rescue Boat and County Safety House and more. The cost of this refurbishment is another line item in the CIP. I received three bids and Jefferson was the lowest at \$199,943.00. The first payment of \$81,753 would be due approximately April 15<sup>th</sup> or on delivery of the chassis from Ford. The remaining \$118,190.00 would be due on deliver which would be approximately the end of October.

The new vehicle gives us the ability to work a line of fire with two people, one driving and a second person in the cab operating the controls as the vehicle drives along the fire line. This vehicle is also better designed for off road use the our present vehicle and we can put fuel in the vehicle without emptying a compartment.

**Attachments:** Rosenbauer contract.

Village of Somers Fire & Rescue  
7511 12th Street  
Somers, Wisconsin 53171



Date: November 26, 2019

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the Village of Somers Fire & Rescue, hereinafter called the Buyer and an officer of Rosenbauer South Dakota, LLC, hereinafter called the Company, the following apparatus and equipment.

One (1) Brush Truck, complete with Ford Chassis per attached specifications.

\$199,943.00 each

Gross due upon completion and delivery total

**TOTAL \$199,943.00**

***\*Note: If chassis amount of \$81,753.00 is paid upon arrival at our plant in South Dakota, deduct \$3,125.00 each***

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made a part of this agreement and contract.

#### DELIVERY:

The estimated delivery time for the completed apparatus, is to be made 365 days after receipt of and approval of this contract duly executed, (chassis and (or) major components must arrive within 150 days or delivery may be extended), subject to all causes beyond the Company's control. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to customer.

#### CONTRACT CHANGES:

After execution and acceptance of this Contract, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

#### FORCE MAJEURE:

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

[www.rosenbaueramerica.com](http://www.rosenbaueramerica.com)

[info@rosenbaueramerica.com](mailto:info@rosenbaueramerica.com)

ROSENBAUER SOUTH DAKOTA, LLC.  
100 THIRD STREET  
P.O. BOX 57  
LYONS, SOUTH DAKOTA 57041  
P: 605.543.5591

ROSENBAUER MINNESOTA, LLC.  
5181 260TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER MOTORS, LLC.  
5190 260TH STREET  
P.O. BOX 549  
WYOMING, MINNESOTA 55092  
P: 651.462.1000

ROSENBAUER AERIALS, LLC.  
870 SOUTH BROAD STREET  
FREMONT, NEBRASKA 68025  
P: 402.721.7622



**PAYMENT TERMS:**

First payment for the apparatus shall be made at time of delivery or pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to deliver. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon delivery of the apparatus or upon pickup of the apparatus by the Buyer, the Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and testing, any defects should develop, the Company shall be given reasonable time to correct changes. Guarantee of the chassis is subject to the guarantee of the chassis manufacturer. \*NOTE: upon final inspection at the factory for pick-up or delivery, the Buyer will need to supply a Certificate of Insurance and full payment prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

**TITLE:**

The Apparatus shall always be the property of the Company until it is delivered to the Buyer pursuant to the terms of this agreement. The Company shall bear the sole responsibility and risk for destruction, loss or damage to the apparatus, or any portion of the Apparatus, through the date and time it is delivered to the Buyer. The Company shall deliver good and merchantable title to the Apparatus at the time it is delivered to the Buyer. The Buyer shall bear the sole responsibility and risk for destruction, loss or damage to the Apparatus upon the date and time it takes delivery of the Apparatus.

**PIGGY BACK ORDERS:**

The Company, at its sole discretion, will allow the terms of the contract to be extended to both the Buyer, as well as to other Municipal, State, or Federal agencies for similar unit(s). The Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, the Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/ or commercial heavy truck industries.

**MISCELLANEOUS PROVISIONS:**

This agreement shall be construed in accordance with the laws of the State of South Dakota. The parties agree that any litigation arising from or in connection with any dispute between the parties under this agreement shall be venue in South Dakota. The parties agree that this agreement bears a rational relationship to the State of South Dakota, and they consent to the personal jurisdiction of such state and further consent and stipulate to venue in the above described court.

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

Dealer: Jefferson Fire & Safety, Inc.

Sales Rep:   
Doug Quam

**Buyer:**

We accept the above proposal and enter into contract with signature below.

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company thereby putting the document in force.

Rosenbauer South Dakota, LLC

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

[www.rosenbaueramerica.com](http://www.rosenbaueramerica.com)

[info@rosenbaueramerica.com](mailto:info@rosenbaueramerica.com)

ROSENBAUER SOUTH DAKOTA, LLC.  
100 THIRD STREET  
P.O. BOX 57  
LYONS, SOUTH DAKOTA 57041  
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5181 260TH STREET  
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WYOMING, MINNESOTA 55092  
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**VILLAGE OF SOMERS  
VILLAGE BOARD  
WORK SESSION ITEM MEMORANDUM**

---

**WORK SESSION:** January 7<sup>th</sup>, 2020

**TO:** Village President Stoner and Village Trustees

**FROM:** Jason J. Peters, Administrator

**AGENDA ITEM:**

- #7 Discuss possible Ordinance to Repeal and Recreate Section 11.03(G) and (H) of the Code of Ordinances to the Village of Somers Relating to Operator License and Provisional License Fees
- #8 Discuss possible Ordinance to Repeal and Recreate Section 12.10(B)(1) of the Code of Ordinances to the Village of Somers Relating to Amusement Establishments License
- #9 Discuss possible Ordinance to Repeal and Recreate Section 12.13(D)(1) of the Code of Ordinances to the Village of Somers Relating to Cigarette or Tobacco Product License

---

**BACKGROUND:**

Administration directed Staff to review and compare “Clerical Fees” to communities of similar size and/or make up. These fees include the following:

- Cigarette Licenses
- Dog License
- Operators’ License
- Provisional Operator License
- Kennel License
- Burn Permit
- Cabaret License
- Amusement Device
- Amusement Park
- Mobile Home
- Class A Combo Liquor License

Based on these averages, recommendations were presented to the Board on September 3<sup>rd</sup>, 2019.

#### UPDATE:

To facilitate the recommended changes, several ordinances will need to be amended. The changes are as follows:

##### Item #7 Operator's License

Need Ordinance to change 11.03 G) to increase fee from \$30 to \$50

##### Item #7 Operator's Provisional

Need Ordinance to change 11.03 H) to increase fee from \$10 to \$15

##### Item #8 Amusement Device

Change 12.10 B) 1) to increase fee from \$20 to \$25 for second device

##### Item #9 Cigarette

Change 12.13 D) 1) to increase fee from \$25 to \$100

#### COMMENTS:

Staff requests that these three proposed ordinances be placed on our January 14<sup>th</sup> Board meeting for action.

#### ATTACHMENTS:

Item #7 Ordinance relating to Section 11.03(G) and (H)

Item #8 Ordinance relating to Section 12.10(B)(1)

Item #9 Ordinance relating to Section 12.13(D)(1)

ORDINANCE NO. 2020-\_\_\_\_\_

AN ORDINANCE TO REPEAL AND RECREATE SECTION 11.03(G) AND (H)  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS  
RELATING TO OPERATOR LICENSE AND PROVISIONAL LICENSE FEES

---

The Village Board of Trustees of the Village of Somers, Kenosha County,  
Wisconsin, hereby repeals and recreates Section 11.03(G) and (H) of the Code of Ordinances of  
the Village of Somers to read as follows:

(G) Operator's License (2 Year. Period) – \$50.00

(H) Provisional License – \$15.00

Dated at Somers, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

VILLAGE OF SOMERS

By: \_\_\_\_\_  
George Stoner, President

Attest: \_\_\_\_\_  
Timothy Kitzman, Clerk/Treasurer

ORDINANCE NO. 2020-\_\_\_\_\_

AN ORDINANCE TO REPEAL AND RECREATE SECTION 12.10(B)(1)  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS  
RELATING TO AMUSEMENT ESTABLISHMENTS LICENSE

---

The Village Board of Trustees of the Village of Somers, Kenosha County,  
Wisconsin, hereby repeals and recreates Section 12.10(B)(1) of the Code of Ordinances of the  
Village of Somers to read as follows:

(1) No person shall permit, keep or maintain an amusement device as herein defined without first obtaining a license to be issued by the Village Clerk/Treasurer upon approval of the Village Board. The annual fee for such license shall be Fifty (\$50.00) Dollars for the first device and Twenty-five (\$25.00) Dollars for each additional device located on the premises. In the event that the licensee shall add additional devices after obtaining the license, it shall be the licensee's responsibility to advise the Village Clerk/Treasurer of any increase in the number of such devices and pay the appropriate fee. All licenses shall expire on the thirtieth (30<sup>th</sup>) day of June each year and there shall be no proration or adjustment of a license fee for less than one (1) year.

Dated at Somers, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

VILLAGE OF SOMERS

By: \_\_\_\_\_  
George Stoner, President

Attest: \_\_\_\_\_  
Timothy Kitzman, Clerk/Treasurer



ORDINANCE NO. 2020-\_\_\_\_\_

AN ORDINANCE TO REPEAL AND RECREATE SECTION 12.13(D)(1)  
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS  
RELATING TO CIGARETTE OR TOBACCO PRODUCT LICENSE

---

The Village Board of Trustees of the Village of Somers, Kenosha County,  
Wisconsin, hereby repeals and recreates Section 12.13(D)(1) of the Code of Ordinances of the  
Village of Somers to read as follows:

(1) Pursuant to §134.65, Wis. Stats., which section is incorporated herein by reference in its entirety, no retailer shall sell, expose for sale, possess with intent to sell, exchange, barter, dispose or give away any cigarettes or tobacco products to any person until they have first obtained a license from the Village which shall be issued on July 1 of each year upon completion and filing of a proper written application and payment of the fee of One Hundred (\$100.00) Dollars to the Village Clerk/Treasurer before the license is issued. Each such license shall name the licensee and specifically described the premises where such business is to be conducted. Tobacco licenses shall not be transferable from one person to another nor from one premises to another and every licensed retailer shall keep complete and accurate records of all purchases and receipts of cigarettes and tobacco products. Such records shall be preserved on the licensed premises for two (2) years in such a manner so as to insure permanency and accessibility for inspection and shall be subject to inspection at all visible hours by authorized state and local law enforcement officials.

Dated at Somers, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

VILLAGE OF SOMERS

By: \_\_\_\_\_  
George Stoner, President

Attest: \_\_\_\_\_  
Timothy Kitzman, Clerk/Treasurer