

**VILLAGE OF SOMERS
7511 12th 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 52nd Avenue & 16th Place sewer rehabilitation Project with Musson Brothers Construction
5. Discuss special assessments for 52nd Avenue & 16th 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.**



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

www.somers.org

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

WORK SESSION: January 7th, 2020

TO: Village President Stoner and Village Trustees

FROM: Jason J. Peters, Administrator

AGENDA ITEM: #3 Administrator's Report

Below please find a bulleted summary of major issues that Administration has worked since our December 3rd, 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 12th 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 4th, 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 5th, 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 12th, I received word from Michelle Staff at the DNR that on December 9th, the Village was accepted in the National Flood Insurance Program.
- Breakfast with Santa was held on Saturday, December 14th. It was well attended, and many pancakes were consumed. According the Fire Department over 100 pounds of pancake batter was prepared!
- On December 16th, Mr. Vogel's open record request regarding the Pritzker development was fulfilled. The County provided the electronic search of our email search on December 11th and an updated version on December 12th. These emails were reviewed to remove privileged information. Mr. Vogel was given a well-organized file with the following information: a PST file will 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 23rd, 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 19th, 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 23rd 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 6th. 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 23rd, 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 1st, I am your new Administrator.
- As you are aware Ann Brumback is retiring. Her last day was January 3rd. 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**

WORK SESSION: January 7th, 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 52nd Avenue & 16th Place sewer rehabilitation Project with Musson Brothers Construction

BACKGROUND:

Musson Brothers Construction, Inc. was the low bidder for the Sanitary Sewer Lining project on 52nd Avenue and 16th 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 14th Board Meeting.

ATTACHMENTS:

Engineer Snyder's Report

December 9, 2019

Timothy Kitzman, Clerk
Village of Somers
7511 12th Street
Somers, WI 53171

Subject: 52nd Avenue and 16th 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 52nd Avenue and 16th 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 52nd Avenue is PVC and a few of the sewer laterals on 16th Place were already replaced. Below is a listing of the addresses where the laterals were lined.

| | | |
|----------------------------|----------------------------|----------------------------|
| 619 16 th Place | 627 16 th Place | 706 16 th Place |
| 712 16 th Place | 717 16 th Place | 718 16 th Place |
| 726 16 th Place | 727 16 th Place | 806 16 th 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)



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

INVOICE

NUMBER

69556

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

Pay Request #1 Retainer \$3,323.44

16th Place Sanitary Sewer Rehab.

Total Due \$55,948.44

All payments made by credit or debit card will incur an additional 4% service charge.

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

| Part A - 52nd St (MH 52A-6 to MH 52A-1) | | | | | | | | | |
|--|---|----------|------|----------------|--------------------|------|----------------|------|----------------|
| 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 Televise 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 | | | | |
| | | | | Total A | \$1,849.20 | | | | |
| Part B - 52nd St (MH 52A-1 to MH 52A-2) | | | | | | | | | |
| 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 Televise Sanitary Sewer Mainline | 354 | LF | \$2.20 | \$778.80 | | | | |
| 2 | Clean and Televise 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 | | | | |
| | | | | Total B | \$24,769.60 | | | | |
| Part C - 52nd St (MH 52A-2 to MH 52A-3) | | | | | | | | | |
| 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 Televise Sanitary Sewer Mainline | 296 | LF | \$2.20 | \$651.20 | | | | |
| 2 | Clean and Televise 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 | | | | |
| | | | | Total C | \$37,196.40 | | | | |
| Part D - 52nd St (MH 52A-3 to MH 52A-4) | | | | | | | | | |
| 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 Televise Sanitary Sewer Mainline | 306 | LF | \$2.20 | \$673.20 | | | | |
| 2 | Clean and Televise 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 | | | | |
| | | | | Total D | \$38,000.40 | | | | |
| Part E - 52nd St (MH 52A-4 to MH 52A-5) | | | | | | | | | |
| 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 Televise Sanitary Sewer Mainline | 265 | LF | \$2.20 | \$583.00 | | | | |
| 2 | Clean and Televise 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 | | | | |
| | | | | Total E | \$26,554.00 | | | | |

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

| Part F - 16th Place (MH 7 to MH 8) | | | | | | | | | |
|--|---|----------|------|------------------|---------------------|-----------------|----------------------------------|------|---------------------|
| 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 Televise Sanitary Sewer Mainline | 256 | LF | \$2.20 | \$563.20 | 256 | \$563.20 | | |
| 2 | Clean and Televise 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 | | | | |
| | | | | Total F | \$50,634.80 | | | | |
| Part G - 16th Place (MH 8 to MH 9) | | | | | | | | | |
| 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 Televise Sanitary Sewer Mainline | 247 | LF | \$2.20 | \$543.40 | 247 | \$543.40 | | |
| 2 | Clean and Televise 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 | | | | |
| | | | | Total G | \$63,217.90 | | | | |
| Part H - 16th Place (MH 9 to MH 10) | | | | | | | | | |
| 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 Televise Sanitary Sewer Mainline | 400 | LF | \$2.20 | \$880.00 | 400 | \$880.00 | | |
| 2 | Clean and Televise 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 | | | | |
| | | | | | \$76,580.00 | | | | |
| | | | | Total H | \$318,802.30 | | | | |
| Part I - Additional Items | | | | | | | | | |
| 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 | | | | |
| | | | | Total I | \$18,800.00 | | | | |
| ADD | Building Service Cleanout (Vac-a-Tee) Change order | 10 | EA | \$ 1,400.00 | | 10 | \$ 14,000.00 | | |
| | | | | | | Totals = | \$66,468.70 | | \$52,625.00 |
| | | | | Total Bid | \$337,602.30 | | Final Construction Cost = | | \$119,093.70 |

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
16th 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.

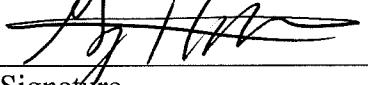
NOW, THEREFORE, this 9th day of December 2019 for and in consideration of the sum of \$55,948.44 paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said 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



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**

WORK SESSION: January 7th, 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

BACKGROUND:

Musson Brothers Construction, Inc. has completed the Sanitary Sewer Lining project on 52nd Avenue and 16th Place. In the end, the only 16th 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
16th 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 45th Street and at Carthage College.

This project included the televising, cleaning, and videoing of the sewer system on 52nd Avenue and 16th 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 52nd Avenue was PVC and needed no repairs. The majority of the system on 16th 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

| Part F - 16th Place (MH 7 to MH 8) | | | | | | | | | |
|-------------------------------------|---|----------|------|----------------|---------------------|------|----------------|------|----------------|
| 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 Televise Sanitary Sewer Mainline | 256 | LF | \$2.20 | \$563.20 | 256 | \$563.20 | | |
| 2 | Clean and Televise Sanitary Sewer Building Services | 431 | LF | \$9.00 | \$3,879.00 | 431 | \$3,879.00 | | |
| 3 | Builing 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 | | | | |
| | | | | Total F | \$50,634.80 | | | | |
| Part G - 16th Place (MH 8 to MH 9) | | | | | | | | | |
| 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 Televise Sanitary Sewer Mainline | 247 | LF | \$2.20 | \$543.40 | 247 | \$543.40 | | |
| 2 | Clean and Televise Sanitary Sewer Building Services | 441 | LF | \$6.00 | \$2,646.00 | 441 | \$2,646.00 | | |
| 3 | Builing 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 | | | | |
| | | | | Total G | \$63,217.90 | | | | |
| Part H - 16th Place (MH 9 to MH 10) | | | | | | | | | |
| 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 Televise Sanitary Sewer Mainline | 400 | LF | \$2.20 | \$880.00 | 400 | \$880.00 | | |
| 2 | Clean and Televise Sanitary Sewer Building Services | 616 | LF | \$5.00 | \$3,080.00 | 616 | \$3,080.00 | | |
| 3 | Builing 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 | | | | |
| | | | | Total H | \$76,580.00 | | | | |
| | | | | Total | \$318,802.30 | | | | |

December 11, 2019

171224.00

Page 3 of 4

BAXTER & WOODMAN Consulting Engineers

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 |



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

www.somers.org

August 9th, 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 Abromback@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.

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)

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 intent 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 15th or on delivery of the chassis from Ford. The remaining \$118,190.00 would be due on delivery 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 than 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

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,

Buyer:

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

Dealer: Jefferson Fire & Safety, Inc.

Doug Quam

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

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

WORK SESSION: January 7th, 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 3rd, 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 14th 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 (30th) 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