

**Village of Somers
7511 12th Street
Somers, WI 53171**

**Village Board Meeting
Agenda
Tuesday, June 28, 2022
5:30 p.m.**

Village Board Meeting:	
Item #	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on June 14, 2022 Vouchers dated June 16, 2022 and June 23, 2022, May 2022 Building Report
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Plan Commission Recommendation (Jerry Smith Farm): <ul style="list-style-type: none"> a. Action on request by: JSPPF Holdings LLC, C/O Joseph G Smith, 7150 18th St, Kenosha WI 53144 (Owner); Amy K Smith, 7150 18th St, Kenosha WI 53144 (Agent), for a Conditional Use Permit amendment to allow outside amplified music, live music and the projection of outdoor movies in the B-2 Community Business Dist. on Tax Parcel #82-4-222-153-0225, located in the SW ¼ Section 15, T2 N, R22 E, Village of Somers. (For informational purposes only, this property is located at 7150 18th Street).
8	Action on 2022 Mobile Home Park License Renewals from Oakdale Estates, Inc. & Oakdale Estates Mobile Home Park & Sales, 11515 1st Street; Alford Park, 1870 Sheridan Road; Embassy Park, 1748 Sheridan Road; Mid City Mobile Homes, 1530 Sheridan Road
9	Discussion and possible action on final payment request from Payne & Dolan for the 2021 Roadway Improvements Program (25th Ave., 14th St., Country Charms 93rd, 94th & 95th Ave.) in the amount of \$25,432.65
10	Discussion and possible action on request for partial payment #10

	(\$24,622.57) and request from final payment (\$70,295.93) from August Winter & Sons, Inc. in the amount of \$94,918.50 for work on 7th Street and Seawall Lift Station Replacement Project
11	Discussion and possible action on request for partial payment #2 from Willkomm Excavating & Grading, Inc. in the amount of \$591,838.24 for work on 2022 Water Mains (Becknell & First Park 94)
12	Discussion and possible action on Resolution No. 2022-011 Approval of the 2022 Compliance Maintenance Annual Report (CMAR)
13	Action on increasing Joshua Sullivan's (Public Works II) pay rate to 28.77, and making rate retroactive to January 1st of 2022
14	Action on proposed Ordinance No. 2022-006, An Ordinance to Repeal and Recreate Section 9.25(A) of the Code of Ordinances of the Village of Somers Regarding Penalties and Forfeitures to be Imposed for the Violation of Various Sections of Chapter 9 of the Code of Ordinances
15	Action on proposed Ordinance No. 2022-007, An Ordinance to Create Section 9.155(D) of the Code of Ordinances of the Village of Somers Regarding Penalty Provisions for the Violation of the Statewide Smoking Ban
16	Action on proposed Ordinance No. 2022-008, An Ordinance to Repeal and Recreate Section 11.07(D) of the Code of Ordinances of the Village of Somers Regarding the Posting and Care of Alcohol Licenses
17	Action on proposed Ordinance No. 2022-009, An Ordinance to Create Section 11.08(C)(7) of the Code of Ordinances of the Village of Somers Regarding Penalty Provisions for the Violation of Various Sections of §11.08 by Underage Persons
18	Approval of Operator's Licenses: Taylor Rinaldi, Jessica Tucker, Carleen Hoefler, Kasey Pfister, and Brooke Kresuer
19	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the June 28, 2022 Village Board Meeting & Agenda in 2 public place & on the Village website.

Dated this 24th day of June 2022

Brandi Baker, Clerk-Treasurer

Requests from person 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 Village Board may participate telephonically. 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**

**Village of Somers
Proceedings from the Regular Board Meeting June 14, 2022**

President Stoner called the meeting to order at 5:32p.m.

President Stoner led the Pledge of Allegiance.

Present: President George Stoner, Trustees Gregg Sinnen, Karl Ostby, Jack Aupperle, Jackie Nelson, Joe Smith, and Ben Harbach. Also present: Administrator Jason Peters, Clerk/Treasurer Brandi Baker, and Attorney Jeff Davison.

Consent and Approval of Minutes of Regular meetings on May 24, 2022, Minutes of Special Board Meeting on June 7, 2022, Vouchers dated May 26, 2022, June 2, 2022 and June 9, 2022

Trustee Aupperle moved to approve the minutes of Regular meetings on May 24, 2022, Minutes of Special Board Meeting on June 7, 2022, Vouchers dated May 26, 2022, June 2, 2022 and June 9, 2022.

Seconded by Trustee Nelson.

Trustee Sinnen asked if the corrections to the minutes on May 24th regarding Trustee Nelsons amended have been made. Clerk/Treasurer Baker assured it has.

Motion Carried 7-0 vote.

Correspondence

None

Citizen Comments

Ted Terletzky 9015 12th ST-Spoke on his disappointment of the water main project on HWY E. Would like the citizens to be involved since there is a cost to them.

Peggy Lemay 4703 64th Ave- Would like the Ordinance pertaining to keeping Fowl on land to be reviewed. Would like the opportunity to have chickens on her half an acre, the Ordinance states that one acre is required.

President and Trustee Comments

Trustee Nelson spoke on the Alcohol citations, questioned the contract we have with KSD. With deputies covering the three shifts, citations written in Somers should go through Somers court. Also believes that citations written to patrons for alcohol violations, the Operator or the agent of the establishments are also supposed to be cited.

Trustee Aupperle agreed with Trustee Nelson, Citations written in Somers should come through Somers court.

Presentation from Root, Pike Win and US Army Corp of Engineers regarding Kilbourn Ditch Environmental Corridor Restoration Project and potential funding from the U.S. Army Corps of Engineers and possible action on execution of letter of interest

Presentation had to be rescheduled due to weather related issues.

Plan Commission Recommendation (Carthage College):

- a. **Action on request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "Medium-Density Residential" to "Governmental and Institutional", on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)**

Trustee Harbach moved to approve the a. request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for an amendment to the land use plan map for the Village of Somers (Map 80) as adopted in the Multi-Jurisdictional Comprehensive Plan for Kenosha County: 2035 from "Medium-Density Residential" to "Governmental and Institutional", on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)

Seconded by Trustee Nelson. Motion carried 7-0 vote.

Trustee Harbach asked about the access to 17th St.

Mark Molinaro explained they would access through campus drive. Also stated that the billboard will remain.

- b. **Action on request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for a rezoning from B-3 Highway Business Dist. & R-5 Urban Single-Family Residential Dist. to I-1 Institutional Dist., and a PUD Planned Unit Development Overlay District to allow for a 10-foot parking lot setback on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th**

Street, 815 17th Street, 819 17th Street, and Sheridan Road.)

Trustee Aupperle moved to approve the a. request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for a rezoning from B-3 Highway Business Dist. & R-5 Urban Single-Family Residential Dist. to I-1 Institutional Dist., and a PUD Planned Unit Development Overlay District to allow for a 10-foot parking lot setback on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)

Seconded by Trustee Nelson. Motion carried. 7-0 vote

- c. Action on request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for approval of a Certified Survey to combine Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725 into one (1) Lot, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)**

Trustee Sinnen moved to approve the request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for approval of a Certified Survey to combine Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725 into one (1) Lot, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)

Seconded by Trustee Ostby. Motion carried. 7-0 vote

- d. Action on request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for site plan review and exterior fenestration review on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)**

Trustee Nelson moved to approve the request by Carthage College, 2001 Alford Park Dr., Kenosha, WI 53140; Phillip Godin, 6301 Green Bay Rd., Kenosha, WI 53142; Adams Outdoor Advertising LTD, 102 E Badger Rd., Madison, WI 53713 (Owners), Mark Molinaro, Jr., 600 52nd St., Suite 220, Kenosha, WI 53140 (Agent), for site plan review and exterior fenestration review on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, located in the SE 1/4 of Section 18, T2N, R22E, Village of Somers. (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)

Seconded by Trustee Sinnen. Motion carried 7-0 vote.

Trustee Nelson commented that Mark Molinaro will detail in final plans about the exterior fenestration.

- e. **Discussion and possible action on proposed Development Agreement between the Village of Somers and Carthage College for project located on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)**

Trustee Aupperle moved to approve the proposed Development Agreement between the Village of Somers and Carthage College for project located on Tax Parcels #83-4-223-184-0695, -0700, -0705, -0710, -0715, -0720 & -0725, (For informational purposes only, this parcel is located at 17th Street, 809 17th Street, 815 17th Street, 819 17th Street, and Sheridan Road.)

Seconded by Trustee Nelson. Motion carried 7-0 vote.

Public Hearing on “Class A” & Class “A” and “Class B” & Class “B” License Renewals for 2022-2023

President Stoner open the Public Hearing on on “Class A” & Class “A” and “Class B” & Class “B” License Renewals at 5:58p.m.

No Discussion occurred.

President Stoner closed the Public Hearing at 5:58p.m.

Action on Class “A” & “Class A” License Renewals for 2022-2023

Trustee Aupperle moved to approve the Class “A” & “Class A” License Renewals

Seconded by Trustee Ostby. Motion carried. 7-0 vote.

Action on “Class B”, Class “B” & “Class C” License Renewals for 2022-2023

Trustee Aupperle moved to approve the “Class B”, Class “B” & “Class C” License Renewals.

Seconded by Trustee Ostby. Motion carried. 7-0 vote.

Public Hearing on Cabaret License Renewals for 2022-2023

President Stoner opened Public Hearing on Cabaret License Renewals at 5:59pm

No discussion occurred.

President Stoner closed the Public Hearing on Cabaret License Renewals at 6:00pm

Action on Cabaret License Renewals for 2022-2023

Trustee Aupperle moved to approve the Cabaret licenses renewals for 2022-2023

Seconded by Trustee Ostby.

Trustee Nelson discussed the parking at Somers House.

Trustee Nelson moved to amend the Cabaret License Renewals for 2022-2023 to include outside noise to cease at 10:00pm. Somers House is approved pending on the re-stripping of their parking lot.

Seconded by Trustee Ostby. Motion carried. 7-0 vote.

Action on Tobacco & Cigarette License Renewals for 2022-2023

Trustee Nelson moved to approve the Tobacco & Cigarette License renewals for 2022-2023

Seconded by Trustee Ostby. Motions carried. 7-0 vote

Action on Amusement Device License Renewals for 2022-2023

Trustee Ostby moved to approve the Amusement Device License Renewals for 2022-2023

Seconded by Trustee Aupperle. Motion carried. 7-0 vote

Public Hearing on Jerry Smith Farms Probationary Cabaret License

President Stoner opened the Public Hearing on Jerry Smith Farms Probationary Cabaret License at 6:02pm.

No Discussion occurred.

President Stoner closed the Public Hearing on Jerry Smith Farms Probationary Cabaret License at 6:02pm

Discussion and possible action on Jerry Smith Farms Probationary Cabaret License

Trustee Sinnen moved to approve Jerry Smith Farms Probationary Cabaret License with cessation of outdoor amplification at 10:00pm

Seconded by Trustee Ostby. Motion Carried 6-0 vote. Trustee Smith abstained

Trustee Sinnen asked to confirm on Probationary Cabaret Licenses, if there are any issues the Board does not need to go through a revocation we can just deny the renewal.

Attorney Davison confirmed this to be true.

Trustee Aupperle asked for clarification on where the entertainment will be.

Amy Smith was able to clarify that the entertainment is behind the snack shack with the stage facing West.

Trustee Nelson asked if the inspections have been completed.

Clerk/Treasurer Baker confirmed they have.

Action on application for Class “B” (Picnic) Beer License from The Friends of Hawthorn Hollow for their Pike River Benefit Concert Series on June 17, July 22, and August 19, 2022, and for their Walk in the Woods Art Fair on September 10, 2022. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees

Trustee Aupperle moved to approve the application for Class “B” (Picnic) Beer License from The Friends of Hawthorn Hollow for their Pike River Benefit Concert Series on June 17, July 22, and August 19, 2022, and for their Walk in the Woods Art Fair on September 10, 2022. Located at 880 Green Bay Road, Kenosha, Wisconsin 53144, and requests to waive fees

Seconded by Trustee Harbach.

Trustee Nelson asked for a clarification on some of the things Hawthorn Hollow needed to do moving forward. Does this have anything to do with the liquor license this year?

Attorney Davison explained it does not.

Trustee Sinnen moved to amend the approval to include a cessation of 10:00pm of outdoor amplified music.

Seconded by Trustee Ostby. Motion carried. 6-0 vote.

Discussion and Possible action on proposed Development Agreement between the Village of Somers and Flint 94 Commerce Center, LLC for project located on Tax Parcel #s 82-4-221-131-0203, 82-4-221-131-0301, 82-4-221-131-0210, (For informational purposes only, this property is located at 12th Street, 1420 120th Ave., and W Frontage Rd.)

Trustee Aupperle moved to approve the proposed Development Agreement between the Village of Somers and Flint 94 Commerce Center, LLC for project located on Tax Parcel #s 82-4-221-131-0203, 82-4-221-131-0301, 82-4-221-131-0210, (For informational purposes only, this property is located at 12th Street, 1420 120th Ave., and W Frontage Rd.)

Seconded by Trustee Harbach. Motion carried 7-0 vote.

President Stoner asked if everything has been met on this.

Administrator Peters said there are some final small comments that the engineering has made and those will be corrected.

Andy Buehler from Kenosha County Planning and Zoning assured everything is good with the zoning portion.

Trustee Sinnen commented that from the legal documents, there is plenty of protection.

Trustee Nelson asked Attorney Davison and Engineer Doug Snyder if there are any issues, concerns or worries.

Attorney Davison assumed there is not.

Engineer Snyder said they reviewed the other day and they are almost there. No issues.

President Stoner asked for an update regarding the permits for under the Interstate.

Engineer Snyder explained that are still working on getting the permits.

President Stoner wants assurance that the Village is protected, is the Engineer on top of this?

Engineer Snyder assured he is.

Action on proposed Ordinance 2022-005, an Ordinance to recreate section 21.14(D) of the code of Ordinances of the Village of Somers relating to exterior premises being kept free of tall grass, weeds, and other noxious vegetation

Trustee Aupperle moved to waive the first reading of Ordinance 2022-005, an Ordinance to recreate section 21.14(D) of the code of Ordinances of the Village of Somers relating to exterior premises being kept free of tall grass, weeds, and other noxious vegetation.

Seconded by Trustee Ostby. Motion carried. 7-0 vote

Trustee Aupperle moved to approve the Ordinance 2022-005, an Ordinance to recreate section 21.14(D) of the code of Ordinances of the Village of Somers relating to exterior premises being kept free of tall grass, weeds, and other noxious vegetation

Seconded by Trustee Ostby. Motion carried 7-0 vote.

President Stoner commented this will tighten up the Ordinance.

Trustee Nelson asked is we can Subcontract if we are short staff and can we bill that out without notice. Does this apply to all zoning districts except Agriculture, and does this ordinance state that?

President Stoner states that public works can handle this.

Attorney Davison says that under state law we can not regulate Agriculture zoning.

Trustee Harbach inquired if this applies to the housing west of HWY 31.

Discussion and possible action on change order #1 from Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project

Trustee Aupperle moved to approve the action on change order #1 from Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project.

Seconded by Trustee Harbach. Motion carried 7-0 vote.

Trustee Harbach asked about the change order and amount being paid.

Engineer Snyder explained the operators marked the fiber optic instead of the Mains. Ended up being the same price, didn't pay anything extra.

President Stoner commented it is very nice considering how complicated it was.

Discussion and possible action on partial payment request #1 Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project in the amount of \$250,516.50

Trustee Harbach moved to approve the partial payment request #1 Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project in the amount of \$250,516.50

Seconded by Trustee Nelson. Motion carried 7-0 vote.

Approval of Operator Licenses: Darren Holland, Stephany Koke, Alyssa Bailey, Aminah Williams, Kayla Jaworski, Amy Murphy, Tanya Kraintz, Mary Jozefowski, Kimberly Kaye, Tesa Haines, Jessica Vasquez, Samuel Johnson, Terri Keeling, Stephanie LoCascio, Hannah Lee, Saveria Tenuta, Devin Kramer, Bryce Bailey, and Calvin Hightower

Trustee Ostby moved to approve the Operator Licenses: Darren Holland, Stephany Koke, Alyssa Bailey, Aminah Williams, Kayla Jaworski, Amy Murphy, Tanya Kraintz, Mary Jozefowski, Kimberly Kaye, Tesa Haines, Jessica Vasquez, Samuel Johnson, Terri Keeling, Stephanie LoCascio, Hannah Lee, Saveria Tenuta, Devin Kramer, Bryce Bailey, and Calvin Hightower

Seconded by Trustee Aupperle. Motion carried 7-0 vote.

Adjourn

Trustee Aupperle moved to adjourn at 6:22pm.

Seconded by Trustee Nelson. Motion carried 7-0 vote.

Drafted this 15^h day of June by Brandi Baker Clerk/Treasurer

These minutes are not official until approved by the Village Board.

06/16/2022 03:18 PM
 User: jmartin
 DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
 CHECK DATE FROM 06/16/2022 - 06/16/2022

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
06/16/2022	POOL	60430	ALLSAFE	ALL SAFE INDUSTRIES	428.90
06/16/2022	POOL	60431	BAXTER	BAXTER & WOODMAN	2,763.75
06/16/2022	POOL	60432	CENTURYL	CENTURYLINK	17.02
06/16/2022	POOL	60433	SPECTRUM	CHARTER COMMUNICATIONS	139.98
06/16/2022	POOL	60434	CLAWZ	CLAWZ & PAWZ	505.00
06/16/2022	POOL	60435	CLOVERLEAF	CLOVER LEAF TRUCK SERVICE INC	218.95
06/16/2022	POOL	60436	CONWAY	CONWAY SHIELD	1,060.00
06/16/2022	POOL	60437	DULANEY	CYNTHIA RENEE DULANEY	525.00
06/16/2022	POOL	60438	DAV001	DAVISON LAW OFFICE, LTD	13,574.61
06/16/2022	POOL	60439	DAV001	DAVISON LAW OFFICE, LTD	4,175.50
06/16/2022	POOL	60440	EME001	EMERGENCY MEDICAL PRODUCTS INC	1,317.22
06/16/2022	POOL	60441	EMERGENCYR	EMERGENCY RESPONSE SPECIALISTS LLC	1,800.00
06/16/2022	POOL	60442	GLOBE	GLOBE CONTRACTORS INC	250,516.50
06/16/2022	POOL	60443	IMSALLIANC	IMS ALLIANCE	165.87
06/16/2022	POOL	60444	JEF001	JEFFERSON FIRE & SAFETY INC	1,789.40
06/16/2022	POOL	60445	LOR001	LORENZ EXCAVATING & TOP-SOIL	180.00
06/16/2022	POOL	60446	MEN001	MENARDS - RACINE	73.84
06/16/2022	POOL	60447	NAP001	NAPA AUTO PARTS	8.37
06/16/2022	POOL	60448	SAFEHARBOR	SAFE HARBOR HUMANE SOCIETY	845.39
06/16/2022	POOL	60449	STAPLEAD	STAPLES	28.57
06/16/2022	POOL	60450	TGTECHNICA	TG TECHNICAL SERVICES LLC	937.43
06/16/2022	POOL	60451	UOC001	UNITED OCC MED &	119.00
06/16/2022	POOL	60452	USPOST	US POSTMASTER	399.32
06/16/2022	POOL	60453	VILLSOM	VILLAGE OF SOMERS	45,685.53
06/16/2022	POOL	60454	WEE001	WE ENERGIES	42.61
06/16/2022	POOL	60455	WEE002	WE ENERGIES	239.11

POOL TOTALS:

Total of 26 Checks:	327,556.87
Less 0 Void Checks:	0.00
Total of 26 Disbursements:	<u>327,556.87</u>

06/23/2022 01:14 PM
 User: jmartin
 DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS Page: 1/1
 CHECK DATE FROM 06/23/2022 - 06/23/2022

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
06/23/2022	POOL	60458	HOP001	ANDREA & ORENDORFF LLP	5,347.68
06/23/2022	POOL	60459	A&PFIRE	AP FIRE SAFETY	1,536.00
06/23/2022	POOL	60460	CSAW	CENTRAL SAW AND MOWER INC	42.64
06/23/2022	POOL	60461	EAGLEMEDIA	EAGLE MEDIA INC	98.00
06/23/2022	POOL	60462	EME001	EMERGENCY MEDICAL PRODUCTS INC	325.56
06/23/2022	POOL	60463	UHS001	FROEDTERT SOUTH INC	174.85
06/23/2022	POOL	60464	TEIGLAND	HEATHER TEIGLAND	311.26
06/23/2022	POOL	60465	HWY001	HIGHWAY C SERVICE INC	130.04
06/23/2022	POOL	60466	JCLICHT	JC LICHT LLC	7.59
06/23/2022	POOL	60467	MCDEVITTS	MCDEVITTS TOWING & REPAIR	582.15
06/23/2022	POOL	60468	MEN001	MENARDS - RACINE	21.96
06/23/2022	POOL	60469	OFFICEFURN	OFFICE FURNITURE RESOURCES INC	2,516.00
06/23/2022	POOL	60470	PSC001	PUBLIC SERVICE COMMISSION OF WI	390.04
06/23/2022	POOL	60471	QUADIENT	QUADIENT FINANCE USA INC	503.00
06/23/2022	POOL	60472	RICOHUSA	RICOH USA, INC	193.43
06/23/2022	POOL	60473	WEE001	WE ENERGIES	444.56
06/23/2022	POOL	60474	WEE001	WE ENERGIES	31.39
06/23/2022	POOL	60475	WEE001	WE ENERGIES	15.71
06/23/2022	POOL	60476	WEE001	WE ENERGIES	6,841.56
06/23/2022	POOL	60477	WES001	WESTERN CULVERT & SUPPLY INC	6,516.90
06/23/2022	POOL	60478	WIL002	WIL-KIL PEST CONTROL	100.00

POOL TOTALS:

Total of 21 Checks:	26,130.32
Less 0 Void Checks:	0.00
Total of 21 Disbursements:	<u>26,130.32</u>

VILLAGE/TOWN OF SOMERS – BUILDING REPORT – MAY, 2022

FUND CODE & DESCRIPTION	NUMBER OF PERMITS	PERMIT FEES MONTHLY	NUMBER OF PERMITS YEAR TO DATE	PERMIT FEES YEAR TO DATE
101-HOUSES	5	8,488.70	10	18,053.50
101-ADDITIONS & ALTERATIONS-RES	2	383.00	8	1,019.00
101-ACCSRY BLD	4	767.00	10	1,424.00
101-OTHER PMT FEE				
101-AGRICULTURAL			1	420.00
101-APARTMENTS-MLF			1	6,538.60
101-CONDOMINIUM				
101-COMMERCIAL BLD (INDUSTRIAL)	1	238,892.50	1	238,892.50
101-ADDITIONS & ALTERATIONS-COMM			2	675.00
101-MANUFACTURING				
101-SIGNS	1	125.00	5	635.00
101-PLUMBING	10	1,885.00	29	3,057.00
101-HEATING	4	954.00	13	1,949.00
101-ELECTRIC	8	2,565.60	35	4,525.50
101-POOLS	3	240.00	5	450.00
101-WRECKING			1	500.00
101-OCCUPANCY	1	100.00	3	300.00
101-FENCE	1	45.00	7	315.00
101-DRIVEWAY				
101-CULVERT				
101-MOVING				
101-RIGHT OF WAY ROAD OPENING	2	100.00	16	800.00
101-EROSION CONTROL			1	11,030.00
101-				
101-LANDFILL PMT				
101-PUBLIC WKS	5	2,150.00	2	100.00
101-PARK FEE	5	5,225.00	9	3,870.00
101-FIRE STATION	5	10,025.00	9	9,405.00
101-WA MTR HORN			9	18,045.00
101-REFUND PERMIT				(-72.00)
SUB-TOTAL 101	57	271,945.80	177	321,932.10
603-UD SR SVC FEE	6	28,840.00	12	50,840.00
603-				
SUB-TOTAL 603	6	28,840.00	12	50,840.00
602-KR SR SVC FEE				
SUB-TOTAL 602	0	0.00	0	0.00
601-WA FEE			2	2,700.00
601-TEMP WA FEE	4	401.20	9	902.70
601-WA MTR HORN	7	735.17	15	1,673.05
601-WA PMT	2	80.00	5	200.00
601-				
601-				
SUB-TOTAL 601	13	1,216.37	31	5,475.75
TOTALS	76	302,002.17	220	378,247.85

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

MEETING DATE: June 28, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #7 Plan Commission Recommendation (Jerry Smith Farm):

- a. Action on request by: JSPPF Holdings LLC, C/O Joseph G Smith, 7150 18th St, Kenosha WI 53144 (Owner); Amy K Smith, 7150 18th St, Kenosha WI 53144 (Agent), for a Conditional Use Permit amendment to allow outside amplified music, live music and the projection of outdoor movies in the B-2 Community Business Dist. on Tax Parcel #82-4-222-153-0225, located in the SW ¼ Section 15, T2 N, R22 E, Village of Somers. (For informational purposes only, this property is located at 7150 18th Street).

BACKGROUND:

JSPPF Holdings, LLC (dba Jerry Smith Farm) was granted a Conditional Use Permit (CUP) by the Board in August of 2021. This CUP allowed the business to bring an outdoor dining and beer garden area to their establishment. The site is currently zoned B-2. The outdoor dining/beer garden is located on the northeast side of the current country store. The CUP granted various hours of operation based on the time of the year. The hours are as follows:

- 11 a.m. – 8 p.m. (June through October)
- 11 a.m. – 9 p.m. (November through December)
- 11 a.m. – 8 p.m. (January through May)

PRIOR ACTION TAKEN:

In late Spring, Jerry Smith Farm applied for a cabaret license to hold outdoor music and movies. During this process it was discovered that their CUP would not permit these activities. Jerry Smith Farm was advised that if they wished to hold these activities, they would need to seek an amendment to their CUP. They applied for an amendment to their CUP in April. The requisite public hearing for the amendment to their CUP held by the

Plan Commission on June 13th. The Plan Commission's main concern was over any noise created by the suggested activities and how this could affect neighboring properties. The Plan Commission also discussed concerns on how these activities could affect future housing developments. The Plan Commission's recommendation (5-0) was to allow outside amplified music, live music and the projection of outdoor movies with the stipulation their CUP be reviewed in two years (November 1, 2024) with no additional charge.

For these activities to take place, Jerry Smith Farm also needed to go through the probationary period for a cabaret license. This item was placed on our June 14th Agenda pending the outcome of the June 13th Plan Commission. The Board heard the request for the probationary cabaret license at our June 14th Board meeting and the requisite public hearing was held. The Board approved this application with the stipulation that all noise cease at 10 pm.

The Board reviewed this matter at our Work Session on June 21st. The general consensus was to follow the Plan Commission's recommendation.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Administrator Peters would suggest that if they are to be granted an amendment to the CUP and a future cabaret license, these hours should be made to match the existing CUP. If the Board wishes to approve the Plan Commission's recommendation, as suggested motion would be as follows:

“Motion to approve request by JSPPF Holdings LLC, C/O Joseph G Smith, 7150 18th St, Kenosha WI 53144 (Owner); Amy K Smith, 7150 18th St, Kenosha WI 53144 (Agent), for a Conditional Use Permit amendment to allow outside amplified music, live music and the projection of outdoor movies in the B-2 Community Business Dist. on Tax Parcel #82-4-222-153-0225, located in the SW ¼ Section 15, T2 N, R22 E, Village of Somers, subject to the following conditions:

- 1. Subject to the information and site plan contained in the submitted conditional use permit application dated April 28, 2022;*
- 2. Hours of operation of the outside dining & beer garden areas shall be as follows:*
 - a. 11 a.m. – 8 p.m. (June through October)*
 - b. 11 a.m. – 9 p.m. (November through December)*
 - c. 11 a.m. – 8 p.m. (January through May);*
- 3. All other conditions contained in the previously approved Conditional Use Permit (effective date September 10, 2021 and recorded in the Kenosha County Register of Deeds on September 20, 2021) to remain in effect;*
- 4. It is the responsibility of the applicant to assure and guarantee that the above conditions are fully complied with. This includes, but is not necessarily*

limited to, meeting conditions established herein, providing any applicable letters of credit, providing and following approved plans, obtaining permits prior to construction, making improvements, participating in coordination meetings with governmental officials, following established time frames, meeting deadlines, and providing additional information where deemed necessary. Any unauthorized deviation from the approved plans and conditions shall result in the issuance of a citation and/or applicable stop work order by the Village of Somers or other applicable agencies until the conditional use permit is brought back into compliance. Continued violation of the conditions as set forth herein shall result in a recommendation for revocation of the Conditional Use Permit;

5. *Any substantial change or expansion of the submitted plan of operation, shall require the applicant to reapply for a Conditional Use Permit to the Village of Somers for its review and approval;*
6. *If property ownership and/or tenant shall happen to change then it shall be the responsibility of the person(s) that signed these conditions to notify new owner and/or tenant of all above stated conditions of approval;*
7. *It is the total responsibility of the petitioner to assure and guarantee that the above stated conditions are fully complied with. Any deviation from the approved plans and conditions shall result in the issuance of a citation and associated stop work order until the project is brought back into compliance. Continuance of the project shall result in a recommendation for revocation of the Conditional Use Permit;*
8. *Subject to a Kenosha County zoning permit being issued for any proposed structures including principal buildings, signage, fences, accessory buildings, etc; and*
9. *Conditional Use Permit shall expire on November 1st, 2024 and the conditions of the beforementioned permit shall be reviewed by the Village of Somers Plan Commission and Village of Somers Board of Trustees at no cost to JSPPF Holdings LLC.*

ATTACHMENTS:

Planning Memo dated 06/06/2022

Plan Commission Meeting Minutes 06/13/2022 – Highlighted

CUP Application



COUNTY OF KENOSHA

Division of Planning & Development

Andy M. Buehler, Director
Division of Planning & Development
19600 75th Street, Suite 185-3
Bristol, WI 53104-9772
(262) 857-1895

TO: Village of Somers Plan Commission
FROM: Luke Godshall, Kenosha County Planning & Development
RPT DATE: 06-06-22
MTG DATE: 06-13-22
APPLN DATE: 04-28-22

BACKGROUND:

1. Petitioner/Agent: Amy K. Smith
2. Property Owner: JSPPF HOLDINGS LLC
3. Location/Address: 7150 18TH ST
4. Tax key Number(s): 82-4-222-153-0225
5. Area: 2.39 acres
6. Existing Zoning: B-2 Community Business District
7. Proposed Zoning: B-2 Community Business District
8. Future Land Use: Medium-Density Residential

OVERVIEW:

The Petitioner is requesting approval of an amended Conditional Use Permit to allow for outside live music and to project outdoor movies.

PLANNER COMMENTS:

The submitted application is intended to amend the Conditional Use Permit that was previously approved by the Board in 2021 for an outdoor beer garden area (copy of recorded CUP attached). The approval of that CUP contained a condition (condition #8) which specifically prohibited outside amplified music speakers or live music on the property. The Petitioner now wishes to have such outside music, as well as the ability to project movies onto an outdoor screen.

A site plan included with the submitted application indicates that the area where live music would take place is to be located inside of the previously approved fenced-in beer garden area. The site plan does not indicate where the outdoor movies would be staged – the Petitioner should submit a site plan confirming the intended location.

STAFF RECOMMENDATION:

Staff recommends that the Village of Somers **Approve** the proposed conditional use permit application with the following conditions:

1. Subject to receiving approval for any required licenses/permits from the Village of Somers regarding the use of outside amplified music speakers.



COUNTY OF KENOSHA

Division of Planning & Development

Andy M. Buehler, Director
Division of Planning & Development
19600 75th Street, Suite 185-3
Bristol, WI 53104-9772
(262) 857-1895

2. Subject to the information and site plan contained in the submitted conditional use permit application dated April 28, 2022.
3. Hours of operation may be limited to prevent disturbance to abutting property owners, and final approved hours shall be determined by the Board and incorporated into the recorded Conditional Use Permit and any licenses issued by the Village of Somers.
4. All other conditions contained in the previously approved Conditional Use Permit (effective date September 10, 2021 and recorded in the Kenosha County Register of Deeds on September 20, 2021) to remain in effect.
5. It is the responsibility of the applicant to assure and guarantee that the above conditions are fully complied with. This includes, but is not necessarily limited to, meeting conditions established herein, providing any applicable letters of credit, providing and following approved plans, obtaining permits prior to construction, making improvements, participating in coordination meetings with governmental officials, following established time frames, meeting deadlines, and providing additional information where deemed necessary. Any unauthorized deviation from the approved plans and conditions shall result in the issuance of a citation and/or applicable stop work order by the Village of Somers or other applicable agencies until the conditional use permit is brought back into compliance. Continued violation of the conditions as set forth herein shall result in a recommendation for revocation of the Conditional Use Permit.
6. Any substantial change or expansion of the submitted plan of operation, shall require the applicant to reapply for a Conditional Use Permit to the Village of Somers for its review and approval.
7. If property ownership and/or tenant shall happen to change then it shall be the responsibility of the person(s) that signed these conditions to notify new owner and/or tenant of all above stated conditions of approval.
8. It is the total responsibility of the petitioner to assure and guarantee that the above stated conditions are fully complied with. Any deviation from the approved plans and conditions shall result in the issuance of a citation and associated stop work order until the project is brought back into compliance. Continuance of the project shall result in a recommendation for revocation of the Conditional Use Permit
9. Subject to a Kenosha County zoning permit being issued for any proposed structures including principal buildings, signage, fences, accessory buildings, etc.

Attachment:

- Existing Conditional Use Permit, recorded 9-20-21 in the Kenosha County Register of Deeds

CONDITIONAL USE PERMIT

Document Number

Document Title

Effective Date September 10, 2021

The Village Board of the Village of Somers, Kenosha County, Wisconsin, hereby grants to the owners of the above referenced parcel, described with more particularity on the legal description attached hereto and incorporated herein by reference, the right for the owner, its lessors, agents or representatives, to utilize the premises known as 7150 18th Street, Kenosha, Wisconsin 53144, to operate on outside dining area, subject to the following conditions

1. This Conditional Use Permit is subject to the application of JSPPF Holdings, LLC, on file in the office of the Clerk/Treasurer for the Village of Somers and stamped received by the office of Planning and Development on June 25, 2021, including associated renderings, which indicates an outdoor seating area surrounded by a fenced enclosure located northeast of the country store and an unfenced area to the west of the fenced area with 15-20 picnic tables and a kid's play area and shall affect the premises described on the attached Exhibit "A" which is incorporated herein by reference
2. The applicant shall comply with all parking requirements outlined in the Village of Somers General Zoning and Shoreland/Floodplain Zoning Ordinance
3. The name of the business shall be "Jerry Smith's Pumpkin Farm" There shall be no other business conducted on the premises covered by this conditional use permit without the advance written consent of the Village and Amendment of this permit
4. There shall be no outside storage of any kind within the premises covered by this Conditional Use Permit.
5. Any expansion of the conditional use granted herein shall occur only following review by and the consent of the Village Board
6. Any new signage shall be in accordance with the aforementioned zoning ordinance
7. There shall be no storage of gasoline, other petrohydrocarbons or any other material classified as hazardous at the site covered by this Conditional Use Permit
8. There shall be no outside amplified music speakers or live music.

Document #: **1910737**

Date: **2021-09-20** Time: **12:22 PM** Pages: **6**

Fee: **\$30.00** County: **KENOSHA** State: **WI**
REGISTER OF DEEDS: **JOELLYN M. STORZ**

Recording Area

Name and Return Address

Davison Law Office, Ltd
1207 55th Street
Kenosha, WI 53140 *le*

82-4-222-153-0225

Parcel Identification Number (PIN)

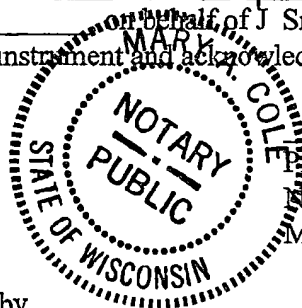
9. Any change of the submitted plan of operation, change in use, and/or a proposed addition(s) to any existing principal building(s) or proposed new principal building(s), shall require the petitioner to reapply for a Conditional Use Permit to the Village Plan Commission for its review and approval
10. The undersigned shall fully cooperate with any law enforcement personnel performing inquiries or investigations. Any substantial change or expansion of the submitted plan of operation (i.e. expansion of the proposed outside dining and recreation area) shall require the applicant to reapply for a Conditional Use Permit to the Village of Somers for its review and approval
11. There shall be no alcohol on any portion of the premises which is not licensed for alcohol consumption
12. The Village Building Inspector shall establish an occupancy permit based upon all of the available circumstances including, but not limited to, the overall space of the premises and such other factors as the Building Inspector may deem relevant
13. No person under the age of 21 shall be allowed to be in the alcohol licensed portion of the subject premises unless accompanied by their parent or by their spouse who is 21 years of age or older. Security measures for the premises if deemed necessary, to be approved by the Village Building Inspector and Kenosha County Sheriff's Department
14. The undersigned recognizes and acknowledges that the violation of this condition or the violation of the alcohol licensing provisions on the outdoor dining and recreation portion of the premises shall, in and by itself, constitute grounds for the immediate revocation of this conditional use permit
15. The undersigned each recognize that in the event that a permit holder fails to comply with the conditions specified in this permit the permit may be revoked by the Village Board upon ten (10) days notice to the permit holder(s). The permit holder(s) shall be entitled to a hearing before the Village Board on the question of revocation of the conditional use permit and approval of the Village Board shall be required for the reinstatement of any conditional use permit
16. It is the responsibility of the petitioner to assure and guarantee that the above stated conditions are fully complied with. If property ownership and/or tenant shall happen to change, then it shall be the responsibility of the person(s) that signed these conditions to notify the new owner and/or tenant of all above stated conditions of approval
17. The undersigned agrees to limit the hours of operations of the outdoor seating area of the premises to the following hours

TENANT
J SMITH FARMS, INC

By. *Amy K Smith*
Printed Name. Amy K Smith, as tenant

STATE OF WISCONSIN)
) SS
COUNTY OF KENOSHA)

Personally came before me this 10th day of September, 2021, the above named Amy K Smith on behalf of J Smith Farms, Inc, to me known to be the person who executed the foregoing instrument and acknowledged the same



Mary A. Cole
Printed Name Mary A. Cole
Notary Public, Kenosha County, WI
My commission expires 6/11/22

This instrument was drafted by

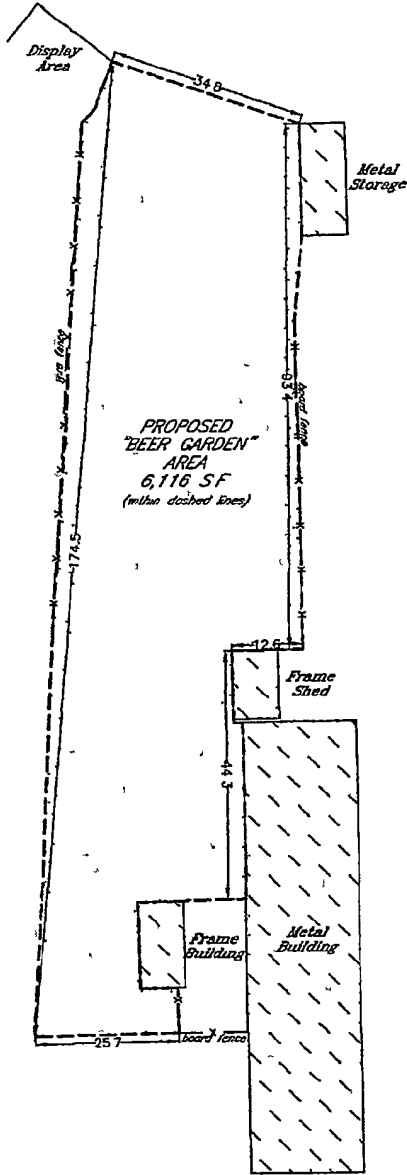
Attorney Jeffrey J Davison
DAVISON LAW OFFICE, LTD.

LEGAL DESCRIPTION:

Part of the South ½ of the Southwest 1/4 of Section 15, Town 2 North, Range 22 East of the Fourth Principal Meridian, lying and being in the Village of Somers, County of Kenosha and State of Wisconsin, and described as Beginning on the South line of said Quarter Section, at a point North 89°47'01" East 194 35 feet from the Southwest corner thereof, thence continue North 89°47'01" East along and upon said South line, 350 00 feet, thence North 01°23'19" West parallel to the West line of said Quarter Section, 330 06 feet, thence South 89°47'01" West parallel to the South line of said Quarter Section, 350 00 feet, thence South 01°23'19" East parallel to the West line of said Quarter Section, 330 06 feet and to the point of beginning Subject to a public highway over and across the most Southerly 33 feet of the above described

Tax Key No 82-4-222-153-0225

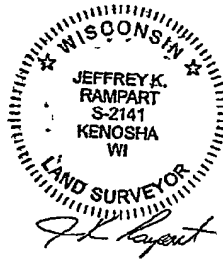
Scale
1" = 20'



Partial Survey of
7150 - 18th Street
in SW1/4 Section 15-2-22

VILLAGE OF SOMERS
KENOSHA COUNTY, WIS

-for-
Amy Smith



data compiled and mapped by

J.K.R. SURVEYING, INC
8121 22nd Avenue
Kenosha WI 53143
262-620-1180
August 17, 2021



VILLAGE OF SOMERS

Department of Planning & Development

May 2015

RECEIVED

APR 28 2022

Kenosha County
Planning and Development

CONDITIONAL USE PERMIT APPLICATION

(a) Property Owner's Name:

JSPPF HOLDINGS LLC C/O JOSEPH G SMITH

Print Name: _____

Signature: *Amy K Smith*

Mailing Address: 7150 18th Street

City: Kenosha

State: WI

Zip: 53144-7315

Phone Number: 262-620-0081

E-mail (optional): aksmith7150@gmail.com

Note: Unless the property owner's signature can be obtained in the above space, a letter of agent status signed by the legal property owner must be submitted if you are a tenant, leaseholder, or authorized agent representing the legal owner, allowing you to act on their behalf.

(b) Agent's Name (if applicable):

Print Name: Amy K. Smith

Signature: *Amy K Smith*

Business Name: Jerry Smith Farm

Mailing Address: 7150 18th Street

City: Kenosha

State: WI

Zip: 53144-7315

Phone Number: 262-620-0081

E-mail (optional): aksmith7150@gmail.com

(c) Architect's Name (if applicable):

Print Name: _____

Signature: _____

Business Name: _____

Mailing Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

E-mail (optional): _____

(d) Engineer's Name (if applicable):

Print Name: _____

Signature: _____

Business Name: _____

Mailing Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

E-mail (optional): _____

CONDITIONAL USE PERMIT APPLICATION

(e) Tax key number(s) of subject site:

82-4-222-153-0225

Address of the subject site:

7150 18th Street

(f) Plan of Operation (or attach separate plan of operation)

Type of structure:

Proposed operation or use of the structure or site:

Proposal is for the ability to have live music and project outdoor movies.

Number of employees (by shift): 6-10

Hours of Operation: Mon-Sat: 11a-9p; Sunday: 11a-8p

Any outdoor entertainment? If so, please explain: yes (live music & movies)

Any outdoor storage? If so, please explain: no

Zoning district of the property: B-2

(g) Attach a plat of survey prepared by a professional land surveyor or site plan drawn to scale and approved by the Kenosha County Department of Planning & Development showing all of the information required under section 12.05-1(h)3 for a zoning permit. In addition, the plat of survey or site plan layout shall show the location, elevation and use of any abutting lands and the location and foundation elevations of structures within 50 feet of the subject site; soil mapping unit lines; ordinary high water mark, historic high water marks and floodlands on or within 50 feet of the subject premises, existing and proposed gravel, asphalt and concrete surfaces, existing and proposed signage, existing and proposed buildings, and existing and proposed landscaping.

CONDITIONAL USE PERMIT APPLICATION

For conditional use permit applications that are made within shoreland and floodland areas, such description shall also include information that is necessary for the Village Plan Commission to determine whether the proposed development will hamper flood flows, impair floodplain storage capacity, or cause danger to human, animal or aquatic life. This additional information may include plans, certified by a registered professional engineer or professional surveyor, showing existing and proposed elevations or contours of the ground; fill or storage elevation; basement and first floor elevations of structures; size, location, and spatial arrangement of all existing and proposed structures on the site; location and elevation of streets water supply and sanitary facilities; aerial photographs, and photographs showing existing surrounding land uses and vegetation upstream and downstream; soil types and any other pertinent information required by either the Village of Somers Planning & Development office, Village Plan Commission or Village Board:

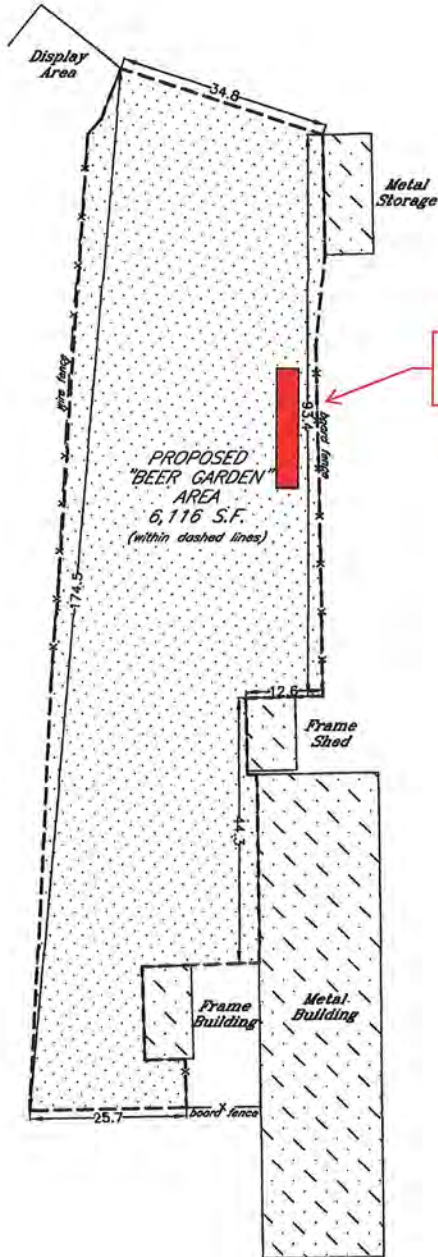
(h) The Kenosha County Department of Planning & Development may ask for additional information.

(i) The fee specified in Section 12.05-8 of this ordinance.

Request for Conditional Use Permit (payable to "Kenosha County") \$1,350.00

(For other fees see the Fee Schedule)

Scale
1" = 20'



Proposed
approximate area
of live music

Partial Survey of
7150 - 18th Street
in SW1/4 Section 15-2-22
VILLAGE OF SOMERS
KENOSHA COUNTY, WIS.

-for-
Amy Smith



data compiled and mapped by:

J.K.R. SURVEYING, INC.
8121 22nd Avenue
Kenosha, WI 53143
262-620-1180
August 17, 2021



**Village of Somers
Proceeding from the Village Plan Commission Meeting
June 13, 2022**

1. Call to Order

Chairman Stoner called the meeting to order at 5:30 p.m.

Present: Chairman George Stoner, as well as Commissioners, Boxx, Lee, Fredrick, and Grimes. Commissioners Aiello and Gardinier had an excused absence.

Staff Present in person: Administrator Jason Peters and Assistant to the Administrator Cassandra Bodenbach.

2. Pledge of Allegiance

Chairman Stoner led everyone in stating the Pledge of Allegiance.

3. Approve Minutes of May 9, 2022

Commissioner Boxx moved to approve to the Minutes from the May 9th Meeting. Seconded by Commissioner Lee. Motion carried. 5-0 vote.

4. Correspondence

None.

5. Citizen Comments

None.

6. Conditional Use Permit:

Public Hearing and Action on Request by: JSPPF Holdings LLC, C/O Joseph G Smith, 7150 18th St, Kenosha WI 53144 (Owner); Amy K Smith, 7150 18th St, Kenosha WI 53144 (Agent), **requesting a Conditional Use Permit amendment to allow outside amplified music, live music and the projection of outdoor movies** in the B-2 Community Business Dist. on Tax Parcel #82-4-222-153-0225, located in the SW ¼ Section 15, T2 N, R22 E, Village of Somers. *(For informational purposes only, this property is located at 7150 18th Street).*

Before the public hearing was opened, President Stoner expressed his concerns with live music being allowed with a conditional use permit as it states, “no public music outside.”

Public Hearing Opened at 5:34 p.m.

Amy Smith at 7150 18th Street, Kenosha, WI

Amy stated there are no immediate neighbors and the music is meant to be background noise not similar to a concert. She also said she does not want the music to become “obnoxious”, but to keep it low-key and entertaining in response to President Stoner’s mention of a subdivision going in on HWY 31 and CTH L. The music will be mostly during the day starting at 12-noon going to 9:00 p.m.

Public Hearing Closed at 5:39 p.m.

Commissioner Boxx moved to approve the CUP amendment to allow outside amplified music, live music and the projection of outdoor movies. Seconded by Fredrick.

Commission Discussion:

Commissioner Grimes expressed concerns that the traffic flow will increase, and Jerry Smith establishment does not have substantial/permanent bathroom structures.

There was comparison and discussion about Petrifying Springs’ Biergarten.

Commissioner Boxx asked if the neighboring residents get notified before a public hearing. Administrator Peters confirmed that they do. To that point, Boxx agreed with Amy Smith that no one is very close and none of the notified people showed up to the meeting. He explained that the discussions on Hawthorne Hollow, J & M’s Bar, and Somers House are all different issues that cannot be paralleled to this situation. Commissioner Boxx stated that Jerry Smith Farms is one of the few destinations in Somers we can be proud of and if the Plan Commission.

Commissioner Lee wished this had been done when the Biergarten was approved but agreed that the establishment has a great reputation and sees no problem with the amendment. He asked if there was an issue in the future is there anything we can be done. He asked if there could be an annual assessment of the Conditional Use Permit. Administrator Peters stated that they need a cabaret license as well and this license is reviewed annually. To have an annual assessment would be difficult to keep track of, labor intensive for staff, create extra public hearings, and a new renewal process. If there was any sunset on the CUP, it should be farther out than a year.

Commissioner Fredrick said there is no better business for Somers to be represented by and there have never been any issues. He also agreed the neighbors are far enough away. The closest one is 3/8th or a quarter mile from the business and the treeline will absorb sound. Fredrick said Grimes’ point about the bathrooms is valid, but they are seasonal not year-round. However, when development does start in the area, he believes the CUP should be checked to make sure there are no issues.

Commissioner Grimes wondered what would happen if after Jerry Smith Farms got the approval, if then residents would have issues. Boxx asked what would

happen if that were to occur. Administrator Peters explained that what we would tell residents is they were notified, something was published in the paper, and they did not come to the initial public hearing, therefore the point would be moot.

President Stoner said he would approve this if in two years there was a time stamp due to the subdivision going in.

President Stoner out forth an amended motion on the floor to approve the CUP amendment to allow outside amplified music, live music and the projection of outdoor movies with the stipulation they will be back in two years on November 1, 2024 for a review with no additional charge.

Commissioner Lee made the motion to amend the approval of the CUP amendment to allow outside amplified music, live music and the projection of outdoor movies with the stipulation they will be back in two years on November 1, 2024 for a review with no additional charge. Seconded by Commissioner Fredrick.

ROLL CALL: Boxx – aye, Grimes – aye, Lee – aye, Fredrick – aye, Stoner – aye.

Motion as amended passed 5-0 vote.

7. Conceptual Approval:

Discussion and Action on Request by: GRACE35 LLC, 8315 18th St, Kenosha, WI 53144 (Owner), William A. Morris, 5313 87th Pl., Pleasant Prairie, WI 53158 (Agent), **requesting a conceptual approval for a CBRF (Community-Based Residential Facility)** on Tax Parcel #82-4-222-161-0106, located in the NE 1/4 of Section 16, T2N, R22E, Village of Somers. Said conceptual approval is subject to formal approvals by the Village Board of a land use plan amendment, rezoning, overall site plans, building fenestration and stormwater management plan, as well as City of Kenosha airport site plan review and approval. (*For informational purposes only, this property is located at 1200 Village Center Drive*).

Commissioner Boxx made the motion to conceptually approve CBRF (Community-Based Residential Facility). Seconded by Lee.

Commission Discussion:

President Stoner started with saying how beautiful the building is and that the Village has never had any issues with their current establishment. Commissioner Fredrick agreed that it is a wonderful building and congratulated Mr. Morris, Architect on the project.

William Morris introduced Mr. Patel as one of the three partners and Engineer Mark with Neilson, Madsen, + Barber. Mr. Morris stated that due to the economy, decorative concrete block is outshining precast since no developer has the ability to get it. There is an 18% cost difference, less than precast. The goal with this neighboring building, is to give a “center feel” to the Village for the future. There is currently a dry pond, but this new building will have a wet pond.

Mr. Patel stated that it is similar to their current building with some updates inside of additional bathrooms, storage, maintenance room, and the finishes will be more contemporary.

President Stoner asked when this goes out to bid to try to use local contractors and subcontractors.

Mr. Patel and Mr. Morris stated they used local companies with the other establishment and plan to do the same with this development. They are looking to break ground in Spring of 2023.

Motion passed 5-0 vote.

8. Adjourn

Commissioner Boxx moved to adjourn at 6:25 p.m. Seconded by Lee.

Motion carried. 5-0 vote.

Drafted this 14th day of June 2022. These minutes are not official until approved by the Plan Commission. Submitted by Cassandra Bodenbach, Assistant to the Village Administrator



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

MEETING DATE: June 28, 2021

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #8 Action on 2022 Mobile Home Park License Renewals from Oakdale Estates, Inc. & Oakdale Estates Mobile Home Park & Sales, 11515 1st Street; Alford Park, 1870 Sheridan Road; Embassy Park, 1748 Sheridan Road; Mid-City Mobile Homes, 1530 Sheridan Road

BACKGROUND:

Mobile Home Park Licenses expire on June 30th each year.

The four locations seeking license renewals are:

- Oakdale Estates, Inc. & Oakdale Estates Mobile Home Park & Sales, 11515 1st Street;
- Alford Park, 1870 Sheridan Road; Embassy Park, 1748 Sheridan Road; and
- Mid-City Mobile Homes, 1530 Sheridan Road.

COMMENTS:

Kenosha Estates paid parking permit fees for the year for Alford & Embassy Parks on 06/24/2022

PRIOR ACTION TAKEN:

This matter was reviewed at our June 21st Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

In the event that the Village Board proceeds with suggested action, a suggested motion to approve would be as follows:

“Motion to approve “2022 Mobile Home Park License Renewal from Oakdale Estates, Inc. & Oakdale Estates Mobile Home Park & Sales, 11515 1st Street;

“Motion to approve 2022 Mobile Home Park License Renewal for Alford Park, 1870 Sheridan Road; Embassy Park, 1748 Sheridan Road; and Mid City Mobile Homes, 1530 Sheridan Road subject to the following conditions;

- *Supply the Village with a name, address and phone number of the on-site manager of the park.*
- *Supply the Village with the name, address and phone number of the park owner(s) and the person that is taking responsibility for the parks overall upkeep,*
- *Provide the village and the residents with a list of park rules that the residents must abide by concerning maintenance of the homes and lots, to include skirting, grass cutting, weed control, storage of junk, upkeep of personal property and building projects that may require building permits. These rules are to be monitored and enforced by the park owner.*
- *Make sure lawns are mowed and weeds are removed.*
- *Keep Roads maintained and in good repair.*
- *Remove structures from mobile home lots that do not have building permits issued for.*
- *Create and implement a program that would replace all stairs, landings, and railings with code compliant components, that will include all the mobile homes in the park that are not in compliance.*

“Motion to approve 2022 Mobile Home Park License Renewal Mid-City Mobile Homes, 1530 Sheridan Road.

ATTACHMENTS:

Mobile Home Park Inspection Report



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

MEETING DATE: June 28, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #9 Discussion and possible action on final payment request from Payne & Dolan for the 2021 Roadway Improvements Program (25th Ave., 14th St., Country Charms 93rd, 94th & 95th Ave.) in the amount of \$25,432.65

BACKGROUND:

On July 13, 2021, the Board awarded the bid for the 2021 Roadway Improvements Program (25th Ave., 14th St., Country Charms 93rd, 94th & 95th Ave.) in the amount of \$517,893 to Payne & Dolan. The amount was increased to \$524,893 through Change Order #1. In the end, the final amount of work completed totaled \$508,653. Payne & Dolan. has submitted its final pay request in the amount of \$25,432.65. The Board has previously approved the following:

- 1st request January 25, 2022 \$483,220.35

PRIOR ACTION TAKEN:

The request for final payment has not been previously reviewed by the Board.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Engineer Biwer recommends the approval of the final payment request from Payne and Dolan for the 2021 Roadway Improvements Program. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve final payment request from Payne & Dolan for the 2021 Roadway Improvements Program (25th Ave., 14th St., Country Charms 93rd, 94th & 95th Ave.) in the amount of \$25,432.65”

ATTACHMENTS:

Engineer Snyder Recommendation – Final Pay Request - Payne & Dolan

June 13, 2022

Brandi Baker, Deputy Village Clerk
Village of Somers
7511 12th Street
Somers, WI 53171

Subject: 2021 Roadway Improvements-- Payment Recommendation

Dear Brandi,

Enclosed is an Application for Payment, Warranty, Maintenance Bond, Insurance, Sworn Statement, and Final Lien Waivers from Payne & Dolan, Inc., Contractor, for work performed for the 2021 Roadway Improvements Project. The project was substantially complete on November 27, 2021. The following is our opinion of the amount due and payable to the Contractor:

Original Contract Price	\$517,893.00
Change Order 1 Increase	\$7,000.00
Work Completed to Date	\$508,653.00
Less Amount Retained	<u>(\$0.00)</u>
Subtotal	\$508,653.00
Less Previous Payments	<u>(\$483,220.35)</u>
Total Amount Due for Payment 3 - Final	\$ 25,432.65

We recommend payment to Payne & Dolan, Inc. for \$25,432.65.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Brett D. Biwer, P.E.

BDB/bdb
Encs.

C/encs.: Jason Peters, JP/MPA, Administrator (email)
Doug Snyder, P.E., Village Engineer
Dan Tarr, Payne & Dolan, Inc. (email)

Biditem	Description	Bid Quantity	Unit	Bid Price	Bid Total	Pay Request #1	Pay Request #1 Amount	Completed to Date	Total Value Completed to Date
10	MOBILIZATION	1	LS	\$ 11,500.00	\$ 11,500.00	1.00	\$ 11,500.00	\$ 1.00	\$ 11,500.00
20	CONSTRUCTION LAYOUT AND STAKING	1	LS	\$ 6,500.00	\$ 6,500.00	1.00	\$ 6,500.00	\$ 1.00	\$ 6,500.00
30	PULVERIZING EXTG ASPHALTIC PAVEMENT	20,760.00	SY	\$ 1.10	\$ 22,836.00	20,760.00	\$ 22,836.00	\$ 20,760.00	\$ 22,836.00
40	DRIVEWAY ASPHALTIC SURFACE REMOVAL	3,500.00	SY	\$ 3.11	\$ 10,885.00	3,500.00	\$ 10,885.00	\$ 3,500.00	\$ 10,885.00
50	BASE REPAIR - 1.25" BASE AGGREGATE DENSE	620	TON	\$ 27.00	\$ 16,740.00	0.00	\$ -	\$ -	\$ -
60	HOT-MIX ASPHALT PAVEMENT	20,760.00	SY	\$ 13.90	\$ 288,564.00	20,760.00	\$ 288,564.00	\$ 20,760.00	\$ 288,564.00
70	HOT-MIX ASPHALT DRIVEWAY	3,500.00	SY	\$ 9.40	\$ 32,900.00	3,500.00	\$ 32,900.00	\$ 3,500.00	\$ 32,900.00
80	CRUSHED LIMESTONE SHOULDER	13,700.00	LF	\$ 1.60	\$ 21,920.00	13,700.00	\$ 21,920.00	\$ 13,700.00	\$ 21,920.00
90	MANHOLE FRAME ADJUSTMENT(93RD, 94TH, 95TH)	19	EA	\$ 1,800.00	\$ 34,200.00	19.00	\$ 34,200.00	\$ 19.00	\$ 34,200.00
100	MANHOLE FRAME ADJUSTMENT (25TH, 14TH)	9	EA	\$ 880.00	\$ 7,920.00	9.00	\$ 7,920.00	\$ 9.00	\$ 7,920.00
110	CULVERT REMOVAL - 12 INCH CMP	40	LF	\$ 18.00	\$ 720.00	40.00	\$ 720.00	\$ 40.00	\$ 720.00
120	CULVERT REMOVAL - 15 INCH CMP	160	LF	\$ 19.00	\$ 3,040.00	160.00	\$ 3,040.00	\$ 160.00	\$ 3,040.00
130	CULVERT REMOVAL - 18 INCH CMP	54	LF	\$ 20.00	\$ 1,080.00	54.00	\$ 1,080.00	\$ 54.00	\$ 1,080.00
140	CULVERT REMOVAL - 30 INCH CMP	60	LF	\$ 24.00	\$ 1,440.00	60.00	\$ 1,440.00	\$ 60.00	\$ 1,440.00
150	CULVERT REMOVAL - 36 INCH CMP	40	LF	\$ 25.00	\$ 1,000.00	40.00	\$ 1,000.00	\$ 40.00	\$ 1,000.00
160	CULVERT INSTALLATION - 12 INCH CMP	40	LF	\$ 105.00	\$ 4,200.00	40.00	\$ 4,200.00	\$ 40.00	\$ 4,200.00
170	CULVERT INSTALLATION - 15 INCH CMP	80	LF	\$ 110.00	\$ 8,800.00	80.00	\$ 8,800.00	\$ 80.00	\$ 8,800.00
180	CULVERT INSTALLATION - 18 INCH CMP	54	LF	\$ 112.00	\$ 6,048.00	54.00	\$ 6,048.00	\$ 54.00	\$ 6,048.00
190	CULVERT INSTALLATION - 18 INCH RCP	80	LF	\$ 180.00	\$ 14,400.00	80.00	\$ 14,400.00	\$ 80.00	\$ 14,400.00
200	CULVERT INSTALLATION - 30 INCH CMP	60	LF	\$ 150.00	\$ 9,000.00	60.00	\$ 9,000.00	\$ 60.00	\$ 9,000.00
210	CULVERT INSTALLATION - 36 INCH CMP	40	LF	\$ 195.00	\$ 7,800.00	-	\$ -	\$ -	\$ -
	CULVERT INSTALLATION - 28"X20" DBL HEMCP	80	LF	\$ 185.00	\$ 14,800.00	80.00	\$ 14,800.00	\$ 80.00	\$ 14,800.00
220	STORM GRATE ADJUSTMENT	6	EA	\$ 500.00	\$ 3,000.00	7.00	\$ 3,500.00	\$ 7.00	\$ 3,500.00
230	RIPRAP MEDIUM	4	CY	\$ 250.00	\$ 1,000.00	4.00	\$ 1,000.00	\$ 4.00	\$ 1,000.00
240	RESTORATION OF LAWNS AND PARKWAYS	1	LS	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00
250	TRAFFIC CONTROL AND PROTECTION	1	LS	\$ 1,400.00	\$ 1,400.00	1.00	\$ 1,400.00	\$ 1.00	\$ 1,400.00

508,653.00

GRAND TOTAL

00 65 36
WARRANTY FORM

Owner (see Bid Form) _____
Village of Somers
7511 12th Street
Somers, WI 53171

Subject: #210763.40 (P&D#253611) - Village of Somers 2021 Roadway Improvements

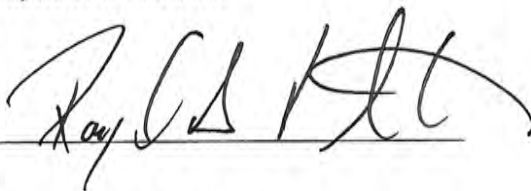
Dear Brett _____ :

We, Payne & Dolan, Inc., the Contractor on the subject Project, hereby guarantee for a period of 3 years, commencing November 27, 2021 and ending November 27, 2024, that should any defect due to improper materials or workmanship develop during the period of the guarantee, the same shall be made good by us without expense to the Village of Somers.

This guarantee is for all work except that equipment separately guaranteed as called for under Section 01 61 01 of the Specifications.

Very truly yours,

Payne & Dolan, Inc.



C: Payne & Dolan, Inc.
1700 120th Avenue
Kenosha, WI 53144

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we PAYNE & DOLAN, INC. of 1700 120th Avenue, Kenosha, WI, 53144, hereinafter referred to as the Principal, and WESTERN SURETY COMPANY, as Surety, are held and firmly bound unto VILLAGE OF SOMERS of 7511 12th Street, Somers, WI, 53171, hereinafter referred to as the Obligee, in the sum of Twenty Five Thousand Eight Hundred Ninety Four and 65/100 Dollars (\$ 25,894.65), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the VILLAGE OF SOMERS dated July 13th, 2021, for 2021 Roadway Improvements (Job 253611).

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of three (3) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on November 27, 2021.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of three (3) year(s) from and after November 27, 2021 then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 9th day of June, 2022.

PAYNE & DOLAN, INC.
(Principal)
By [Signature] (Seal)

WESTERN SURETY COMPANY
(Surety)
By [Signature] (Seal)
Trudy A. Szalewski Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal here in affixed hereby make, constitute and appoint

**Kelly Cody, Roxanne Jensen, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Brian Krause, Andrew Marks, Individually of Milwaukee, Wisconsin**

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of May, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

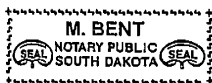
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of May, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of June 2022



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 1175 Lombardi Avenue Suite 350 Green Bay WI 54304 USA	CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6345	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Payne & Dolan, Inc. c/o Susan Taylor P.O. Box 781 Waukesha WI 531870000 USA	INSURER A: The Travelers Indemnity Co. 25658	
	INSURER B: Travelers Property Cas Co of America 25674	
	INSURER C: The Standard Fire Ins Co 19070	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570093547497 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> AGGREGATE PER PROJ. GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VTC2KCO7211B454IND22 General Liability	03/01/2022	03/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			VTC2KCAP-3049P020-IND-22 Automobile	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP5809B39A2225 Umbrella	03/01/2022	03/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			UB3L5963422225R Workers Compensation - WI UB4L04638A2225K Workers Compensation - oth	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: VILLAGE OF SOMERS - PROJECT #210763.40. VILLAGE OF SOMERS, BAXTER & WOODMAN INC, AND THOSE REQUIRED BY WRITTEN CONTRACT ARE ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY POLICY PER THE TRAVELERS ADDITIONAL INSURED ENDORSEMENT #CG D6 04 02 19 AND ON THE UMBRELLA LIABILITY POLICY ON A PRIMARY AND NON-CONTRIBUTORY BASIS, IF REQUIRED BY CONTRACT, AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF THE NAMED INSURED. THE LIMIT OF LIABILITY COVERAGE WILL BE PER CONTRACT OR AS SHOWN ON THE COI, WHICHEVER IS LESS.

CERTIFICATE HOLDER

CANCELLATION

VILLAGE OF SOMERS 7511 12TH ST SOMERS WI 53171 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Holder Identifier : AL

Certificate No : 570093547497



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this insurance the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS**.

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.

1. INSURING AGREEMENT.

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "applicable underlying limit" which the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies.

This insurance applies to "bodily injury" or "property damage" only if:

- (i) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
- (ii) The "bodily injury" or "property damage" occurs during the policy period;
- (iii) Prior to the policy period, no insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** and no employee authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized employee knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

This insurance applies to "personal injury" or "advertising injury" caused by an "offense" committed during the policy period, anywhere in the world.

- b. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- c. "Property damage" that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the "occurrence" that caused it.
- d. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

The following provisions apply only with respect to Parts **1.a.(i)**, **(ii)** and **(iii)** above:

- 1. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section II – Who Is An Insured** or any employee authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- 2. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any employee authorized by you to give or receive notice of an "occurrence" or claim:
 - (a) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (b) Receives a written or verbal demand or claim for damages because of "bodily injury" or "property damage"; or
- (c) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. DEFENSE OF CLAIMS OR SUITS.

- a. We will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If we elect to join in the defense of such claims or "suits", we will pay all expenses we incur.
- b. We will have the right and duty to defend any "suit" for damages which are payable under Coverages **A** or **B** (including damages wholly or partly within the "retained limit") but which are not payable by a policy of "underlying insurance", or any other available insurance, because:
 - (1) Such damages are not covered; or
 - (2) The "underlying insurance" has been exhausted by the payment of claims.
- c. We may investigate and settle any claim or "suit" in **b.** above at our discretion.
- d. Our right and duty in **b.** above end when we have used up the "applicable limit of insurance" in the payment of judgments or settlements.
- e. We will pay, with respect to any claim or "suit" we defend in **b.** above:
 - (1) All expenses we incur.
 - (2) The cost of appeal bonds and bonds to release attachments, but only for bond amounts within the "applicable limit of insurance". We do not have to furnish these bonds.
 - (3) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - (4) All costs taxed against the insured in the "suit".
 - (5) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have:
 - (a) paid, or offered to pay; or

- (b) deposited in court:

the part of the judgment that is within the "applicable limit of insurance".

- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the "applicable limit of insurance", we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

In any jurisdiction outside the United States of America (including its territories and possessions), Puerto Rico or Canada where we may be prevented by law or some other factor beyond our control from carrying out the agreements under **1. INSURING AGREEMENT** or **2. DEFENSE OF CLAIMS OR SUITS** above:

- a. You must arrange to investigate, defend or settle any claim or "suit".
- b. You will not make any settlement without our consent.
- c. We will pay expenses incurred with our consent.

3. EXCLUSIONS.

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. "Advertising Injury" "Offenses"

(1) Breach of Contract

"Advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in the course of advertising your goods, products or services.

(2) Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in the course of advertising your goods, products or services.

(3) Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in the course of advertising your products, goods or services.

c. Employment-Related Practices

"Bodily injury" or "personal injury" to:

1. A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
2. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity; and, to any obligation to share damages with or repay someone else who must pay damages because of the injury.

d. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured assumed liability under a contract or agreement. This exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

e. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unem-

ployment compensation law or any similar law.

f. Pollution

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants", or any loss, cost, expense or damages resulting therefrom, but this exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

g. Watercraft Or Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, including loading or unloading, or entrustment to others of any watercraft or any aircraft.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) Liability assumed under any contract or agreement for the ownership, maintenance or use of a watercraft;
- (3) A watercraft over 50 feet in length which is chartered with crew by or on behalf of any insured;
- (4) A watercraft less than 50 feet long which you own; or
- (5) A watercraft less than 50 feet long which you do not own and is not being used to carry persons or property for a charge.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance,

use or entrustment to others of any watercraft or any aircraft that is owned or operated by or rented or loaned to any insured.

h. "Personal Injury" Or "Advertising Injury" "Offenses"

(1) Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

(2) Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Material Published Prior To Policy Period

"Personal injury" or "advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period. All "personal injury" or "advertising injury" arising out of publication of the same or similar material subsequent to the beginning of the policy period is also excluded.

(4) Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

"Personal injury" or "advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of

"underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

(6) Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" committed by an insured whose business is:

- (1)** Advertising, broadcasting, publishing or telecasting;
- (2)** Designing or determining content of websites for others; or
- (3)** An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the "personal injury" definition in **SECTION V – DEFINITIONS.**

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(7) Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(8) Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

i. Damage To Property

"Property damage" to:

- (1)** Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

j. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

k. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

l. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

m. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

n. Uninsured Motorists, Underinsured Motorists, "Auto" No-Fault, Medical Expenses Benefits and Income Loss Benefits

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- (1) Uninsured Motorists;
- (2) Underinsured Motorists;
- (3) "Auto" No-Fault Laws or other first party personal injury laws; or
- (4) Medical Expense Benefits and Income Loss Benefits Laws of any applicable state or jurisdiction.

o. Liquor Legal Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to "bodily injury" or "property damage" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, applies or would apply but for the exhaustion of its limits of liability. Coverage provided will follow the same provisions, terms, definitions, exclusions, limitations and conditions of the policy(ies) of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance.

SECTION II – WHO IS AN INSURED.

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:
 - a. As respects the "auto hazard":
 - (1) Anyone using an "auto" you own, hire or borrow including any person or organization legally responsible for such use provided it is with your permission; and
 - (2) Any of your executive officers, directors, partners, employees or stockholders, operating an "auto" you do not own, hire or

borrow while it is being used in your business.

None of the following is an insured under (1) or (2) above:

- (a) Any person employed by or engaged in the duties of an auto sales agency, repair shop, service station, storage garage or public parking place that you do not operate;
- (b) The owner or lessee of any "auto" hired by or for you or loaned to you, and any agent or employee of such owner or lessee.
- b. Except as respects the "auto hazard":
 - (1) Your executive officers, employees, directors or stockholders while acting within the scope of their duties; and
 - (2) Any person or organization while acting as real estate manager for you.
- c. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured. However, coverage does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (2) "Personal injury" or "advertising injury" arising out of an "offense" committed before you acquired or formed the organization.
- d. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- e. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
- f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance for whom you have agreed in a written contract executed prior to loss to provide insurance. This insurance is subject to all

the limitations upon coverage under such policy of "underlying insurance", and, the limits of insurance afforded to such person or organization will be:

- (i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or
- (ii) The limits of insurance of this policy whichever is less.

If the minimum limits of insurance you agreed to provide such person or organization in a written contract are wholly within the "underlying insurance", this policy shall not apply.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

No person is an insured as respects "bodily injury" to a fellow employee unless insurance for such liability is afforded by the "underlying insurance".

SECTION III – LIMITS OF INSURANCE.

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of injury and damage included in the "products-completed operations hazard".
3. The General Aggregate Limit is the most we will pay for damages under Coverage **A** and Coverage **B**, except:
 - a. Damages because of injury and damage included in the "products-completed operations hazard"; and
 - b. Damages because of injury and damage included in the "auto hazard".
4. Subject to **3.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

Non cumulation of Personal and Advertising Injury Limit – If "personal injury" and/or "advertising injury" is sustained by any one person or organization during the policy period and during the policy period of one or more prior and/or future policies that include a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Personal and Advertising Injury Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "personal injury" and/or "advertising injury".

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of damages under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

Non cumulation of Each Occurrence Limit – If one "occurrence" causes "bodily injury" and/or "property damage" during the policy period and during the policy period of one or more prior and/or future policies that include a **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE** policy for the insured issued by us or any affiliated insurance company, the amount we will pay is limited. This policy's Each Occurrence Limit will be reduced by the amount of each payment made by us and any affiliated insurance company under the other policies because of such "occurrence".

To determine the limit of our liability, all "bodily injury" and "property damage" arising out of continuous or repeated exposure to the same general conditions shall be considered one "occurrence".

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period.

SECTION IV – CONDITIONS.

1. **APPEALS.**
 - a. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit", we may do so.
 - b. If we do, we will pay all costs of the appeal. We will also pay all costs on appeals related

to the defense of the insured as provided in **SECTION 1, 2. DEFENSE OF CLAIMS OR SUITS**. These sums are in addition to the "applicable limit of insurance". In no event shall our liability for "ultimate net loss" exceed the "applicable limit of insurance".

2. BANKRUPTCY.

- a. Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations under this insurance.
- b. Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this insurance.

However, this insurance will not replace the "underlying insurance" in event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. CANCELLATION.

- a. You may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this insurance by mailing or delivering to you written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to your last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this insurance is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund will be pro rata less 10% of the pro rata unearned premium. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. CHANGES.

This contract contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of

this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this insurance.

5. DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE, CLAIM OR SUIT.

- a. You must see to it that we are notified promptly of an "occurrence" or an "offense" which may result in a claim under this insurance. Notice should include:
 - (1) How, when and where the "occurrence" or "offense" took place; and
 - (2) The names and addresses of any injured persons and witnesses.
- b. If a claim is made or "suit" is brought against any insured which may result in a claim against this insurance, you must see to it that we receive prompt written notice of the claim or "suit".
- c. The insured must:
 - (1) Cooperate with the "underlying insurers";
 - (2) Comply with the terms of the "underlying insurance"; and
 - (3) Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of "bodily injury", "property damage", "personal injury" or "advertising injury" with respect to which insurance is provided under this or any policy of "underlying insurance".
- d. When we believe that a claim may exceed the "underlying insurance", we may join with the insured and the "underlying insurer" in the investigation, settlement and defense of all claims and "suits" in connection with such "occurrence" or "offense". In such event, the insured must cooperate with us.

6. EXAMINATION OF YOUR BOOKS AND RECORDS.

We may examine and audit your books and records as they relate to this insurance:

- a. At any time during the policy period;
- b. Up to three years afterward; or
- c. Within one year after final settlement of all claims under this insurance.

7. INSPECTIONS AND SURVEYS.

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe or healthful; or comply with laws, regulations, codes or standards.

8. LEGAL ACTION AGAINST US.

No person or organization has a right under this insurance:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that are not payable under the terms of this insurance; or are in excess of the "applicable limit of insurance".

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

9. MAINTENANCE OF UNDERLYING INSURANCE.

The insurance afforded by each policy in the schedule of "underlying insurance" in the Declarations will be maintained for the full term of this insurance. This provision does not apply to the reduction of the aggregate limit or limits due to payment of judgments or settlements for "bodily injury", "personal injury", "property damage" or "advertising injury". As these policies expire, you will renew them at limits at least equal to the expiring limits of insurance.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you so complied.

You must give us a written notice of any change in the "underlying insurance" as respects:

- a. Coverage;

- b. Limits of insurance;
- c. Termination of any coverage; or
- d. Exhaustion of aggregate limits.

10. OTHER INSURANCE.

This insurance is excess over any other valid and collectible insurance whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply in excess of this insurance.

11. OUR RIGHT TO RECOVER FROM OTHERS.

If we make a payment under this insurance, the insured will assist us and the "underlying insurer" in recovering what we paid by using the insured's rights of recovery. Reimbursement will be made in the following order:

- a. First, to any interest (including the insured) who has paid any amount in excess of the limits of this insurance;
- b. Next to us; and
- c. Then to any interest (including the insured and the "underlying insurer") as are entitled to claim the remainder, if any.

A different order may apply if agreed upon by all interests. Expenses incurred in the process of recovery will be divided among all interests according to the ratio of their respective recoveries.

12. PREMIUM.

- a. You are responsible for the payment of all premiums and will be the payee for any return premiums.
- b. If the premium is a flat charge, it is not subject to adjustment except as provided in **d.** below.
- c. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of each year in which this insurance is in force at the rate shown in the Declarations, subject to the Minimum Annual Premium.
- d. Additional premium may become payable when coverage is provided for additional insureds and named insureds under the provisions of **SECTION II – 2.c.** and **f.**

13. PREMIUM AUDIT.

- a. You must keep records of the information we need for premium computation, and send us copies at such times as we may request.

- b. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured.
- c. The due date for audit and retrospective premiums is the date as shown as the due date on the bill.
- d. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to you subject to the minimum premiums.

14. REPRESENTATION.

By accepting this insurance, you agree:

- a. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this insurance in reliance upon your representations.

15. SEPARATION OF INSUREDS.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to you in this insurance, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

16. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE.

Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

17. WHEN LOSS IS PAYABLE.

If we are liable under this insurance, we will pay for "ultimate net loss" after:

- a. (1) The insured's liability is established by court decision; or
(2) There is a written agreement between the claimant, the insured, any "underlying insurer" and us; and

- b. The amount of the "applicable underlying limit" is paid by or on behalf of the insured.

We will pay all claims within thirty days provided all terms of this insurance are met.

The insured will reimburse us for any payment we make for damages which are within the "retained limit".

18. TITLES OF PARAGRAPHS.

The titles of paragraphs of this policy and any endorsements attached to this policy are inserted solely for convenience of reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

19. CURRENCY

Loss payments and expense reimbursements will be in the same currency as the currency of the Limits of Insurance stated in the Declarations. At our sole option, we may agree to pay loss or reimburse expense under this policy in another currency. Any necessary currency conversion shall be calculated based on the rate of exchange published in the next Wall Street Journal subsequent to the date of judgment, settlement or agreement.

SECTION V – DEFINITIONS.

- 1. "Advertising injury" means injury arising out of one or more of the following "offenses":

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged;
- b. Oral or written publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life; or
- c. Infringement of copyright, title or slogan, provided that claim is made or "suit" is brought by a person or organization claiming ownership of such copyright, title or slogan.

Such "offenses" must be committed in the course of advertising your goods or products.

- 2. "Applicable limit of insurance" means the maximum amount we will pay as damages in accor-

dance with **SECTION III – LIMITS OF INSURANCE**.

3. "Applicable underlying limit" means:
 - a. If the policies of "underlying insurance" apply to the "occurrence" or "offense", the greater of:
 - (1) The amount of insurance stated in the policies of "underlying insurance" in the Declarations or any other available insurance less the amount by which any aggregate limit so stated has been reduced solely due to payment of claims; or
 - (2) The "retained limit" shown in the Declarations; or
 - b. If the policies of "underlying insurance" do not apply to the "occurrence" or "offense", the amount stated in the Declarations as the "retained limit".

The limits of insurance in any policy of "underlying insurance" will apply even if:

 - (i) The "underlying insurer" claims the insured failed to comply with any condition of the policy; or
 - (ii) The "underlying insurer" becomes bankrupt or insolvent.
4. "Auto" means a land motor vehicle, trailer or semi-trailer.
5. "Auto hazard" means all "bodily injury" and "property damage" for which liability insurance is afforded under the terms, other than limits of insurance, of the auto policy of "underlying insurance".
6. "Bodily injury" means bodily injury, shock, fright, mental injury, disability, mental anguish, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.
7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work"; or your fulfilling the terms of the contract or agreement.

8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
9. "Offense" means any of the offenses listed in the definition of "personal injury" or "advertising injury".
10. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is performed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that claim is made or "suit" is brought by a person or organization that claims to have been slandered or libeled, or whose goods, products or services have allegedly been disparaged; or
 - e. Oral, written or electronic publication of material that appropriates a person's likeness, unreasonably places a person in a false light or gives unreasonable publicity to a person's private life.

Such "offenses" must arise out of the conduct of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you.
11. "Pollutants" means one or more solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
12. a. "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned.

b. "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. "Products-completed operations hazard" does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

13. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" does not include "electronic media and records".

As used in this definition, "electronic media and records" means:

(1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;

(2) Data stored on such media; or

(3) Programming records for electronic data processing or electronically controlled equipment.

14. "Retained limit" is the sum stated in the Declarations as such. If the policies of "underlying insurance" do not apply to the "occurrence" or "offense", the insured shall retain this amount as self insurance with respect to:

a. "Bodily injury" or "property damage" caused by each "occurrence"; or

b. "Personal injury" or "advertising injury" sustained by any one person or organization and caused by an "offense".

15. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding alleging such damages to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

16. "Ultimate net loss" means the sum actually paid or payable due to a claim for which the insured is liable either by a settlement to which we agreed or a final judgment. Such sum will include proper adjustments for recoveries and salvage.

17. "Underlying insurance" means the policies listed in the Schedule of Underlying Insurance and includes:

a. Any renewal or replacement of such policies; and

b. Any other insurance available to the insured.

18. "Underlying insurer" means any insurer which provides a policy listed in the Schedule of Underlying Insurance or any other insurance available to the insured.

19. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

- (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

20. "Your work":

- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **January 13, 2022**

1. Claimant's Name: **Payne & Dolan, Inc.**
Claimant's Address: **1700 120th Avenue, Kenosha, WI 53144**

2. Property Improved by Contractor's Work (check one):
 Street address: **VILLAGE OF SOMERS 2021 ROADWAY IMPROVEMENTS**
 Legal description attached.

3. Contractor's Work furnished at the request of: **(name of party which requested or contracted for work)**

**VILLAGE OF SOMERS
PO BOX 197
SOMERS, WI 53171**

4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):

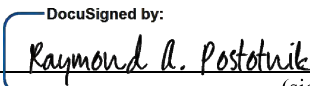
The following work:
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)

All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

CONTRACTOR NAME: **PAYNE & DOLAN, INC.**

By: 
DocuSigned by: 5E05A6B602AF467... (signature)

Authorized Agent's Name: **RAYMOND A. POSTOTNIK**
(print name of person signing above)

Title: **AGENT**

Address: **1700 120th Avenue, Kenosha, WI 53144**

Telephone Number: **262-859-3081**

NOTE: This waiver is dependent upon the actual receipt of payment. If the check issued is returned "NSF" or payment stopped, this waiver of lien is void.

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: 1/5/2022 | 2:54 PM CST

- 1. Claimant's Name: Musson Brothers, Inc.
 Claimant's Address: 909 Boyce Dr., Rhineland, WI 54501

Property Improved by Contractor's Work (check one):

- Project Name: Village of Somers 2021 Street Improvements
- Legal description attached.

- 2. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

PAYNE & DOLAN, INC.
1700 120th Avenue
Kenosha, WI 53144

- 3. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):

- The following work:
 (insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)
- All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

- 4. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

CONTRACTOR NAME: Musson Brothers, Inc.

By: 
62B903FAB0134F7... (signature)

Authorized Agent's Name: Andy Ruffing
(print name of person signing above)

Title: Project Manager

Address: 1522 Pearl Street, Waukesha, WI 53186

Telephone Number: 414-303-2727

NOTE: This waiver is dependent upon the actual receipt of payment. If the check issued is returned "NSF" or payment stopped, this waiver of lien is void.

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: 1/5/2022 | 5:56 AM PST

1. Claimant's Name: Nielsen Madsen + Barber

Claimant's Address: 1458 Horizon Blvd.
Suite 200
Mt. Pleasant, WI 53406

Property Improved by Contractor's Work (check one):

- Project Name: Village of Somers 2021 Street Improvements
- Legal description attached.

2. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

PAYNE & DOLAN, INC.
1700 120th Avenue
Kenosha, WI 53144

3. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):

- The following work:
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)
- All past Work, including labor, services, material, plans or specifications performed or furnished at any time by the Contractor at the Property. This is a full waiver of all lien rights.

4. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:

(Attach additional sheets if necessary)

CONTRACTOR NAME: Nielsen Madsen + Barber

By: 
A0423C04CCF741D... (signature)

Authorized Agent's Name: Mark R. Madsen, President
(print name of person signing above)

Title: President

Address: 1458 Horizon Blvd., Suite 200, Mt. Pleasant, WI 53406

Telephone Number: (262) 634-5588

NOTE: This waiver is dependent upon the actual receipt of payment. If the check issued is returned "NSF" or payment stopped, this waiver of lien is void.

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute, §779.02(5), Wis. Stats.

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

MEETING DATE: January 11, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #10 Discussion and possible action on request for partial payment #10 (\$24,622.57) and request from final payment (\$70,295.93) from August Winter & Sons, Inc. in the amount of \$94,918.50 for work on 7th Street and Seawall Lift Station Replacement Project

BACKGROUND:

In September of 2020, the Village Board awarded the 7th Street and Seawall Lift Station Replacement contract to August Winter & Sons, Inc. The contracted amount for the work was \$1,380,000. This was increased to \$1,405,918.50 through Change Order #1 and Change Order #2. August Winter & Sons, Inc. has submitted its request for partial payment #10 (\$24,622.57) and request from final payment (\$70,295.93) from August Winter & Sons, Inc. in the amount of \$94,918.50. The Board has previously approved the following:

• 1 st request	February 23, 2021	\$58,425
• 2 nd & 3 rd request	May 11, 2021	\$194,655
• 4 th request	June 22, 2021	\$50,540
• 5 th request	July 27, 2021	\$278,920
• 6 th request	July 27, 2021	\$238,877.50
• 7 th request	November 23, 2021	\$259,730
• 8 th request	November 23, 2021	\$209,047.50
• 9 th request	January 11, 2022	\$20,805
Payments to date		\$1,311,000

PRIOR ACTION TAKEN:

The request for payment #10 and the request for final payment have not been previously reviewed by the Board.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Engineer Snyder has reviewed the request and recommends approval of the payment. In the event the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve request for partial payment #10 (\$24,622.57) and request from final payment (\$70,295.93) from August Winter & Sons, Inc. in the amount of \$94,918.50 for work on 7th Street and Seawall Lift Station Replacement Project”

ATTACHMENTS:

Engineer Snyder’s Recommendation Payment Request #10

June 9, 2022

Ms. Brandi Baker, Clerk
Village of Somers
7511 12th Street
Somers, WI 53171

Subject: Seventh Street and Seawall Lift Station Replacements-- Payment Recommendations

Dear Ms. Baker,

Enclosed is Application for Partial Payment #10 and Application for Final Payment #11 and the associated lien waivers and sworn statement from August Winters & Sons, Inc., Contractor, for work performed for the 7th Street and Seawall Lift Station Replacement Project. The following is our opinion of the amount due and payable to the Contractor based on Payment Request #11:

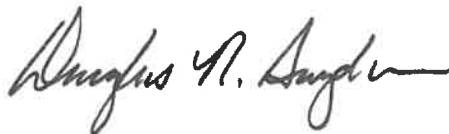
Contract Price	\$1,405,918.50
Work Completed to Date	\$1,405,918.50
Less Amount Retained	<u>(\$ 0.00)</u>
Subtotal	\$1,405,918.50
Less Previous Payments - Through #9	<u>(\$1,311,000.00)</u>
Total Amount Due (Sum of #10 and #11)	\$94,918.50

We recommend payment to August Winters & Sons, Inc. for \$94,918.50.

Also enclosed is the consent of surety, warranty, warranty bond, and equipment warranties for your files.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Douglas R. Snyder, P.E.

DRS/drs

Encs.

C/encs.: Jason Peters, JD/MPA, Administrator (email)
Gerald Smith, DPW (email)
Derek Lewin, August Winters & Sons, Inc. (email)

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 42104

To Owner: Village of Somers
PO Box 197

Project: 89120- Somers 7th Street Lift Station

Application No. : 10

Distribution to:

Owner

Architect

Contractor

Kenosha, WI 53144

Period To: 1/31/2022

From Contractor: August Winter & Sons, Inc.
2323 N. Roemer Road

Via Architect: Baxter & Woodman

Project Nos: 200163

Appleton, WI 54912

Contract Date: 9/23/2020

Contract For: Somers 7th Street Lift

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$1,380,000.00
2. Net Change By Change Order	\$25,918.50
3. Contract Sum To Date	\$1,405,918.50
4. Total Completed and Stored To Date	\$1,405,918.50
5. Retainage:	
a. 5.00% of Completed Work	\$70,295.93
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$70,295.93
6. Total Earned Less Retainage	\$1,335,622.57
7. Less Previous Certificates For Payments	\$1,311,000.00
8. Current Payment Due	\$24,622.57
9. Balance To Finish, Plus Retainage	\$70,295.93

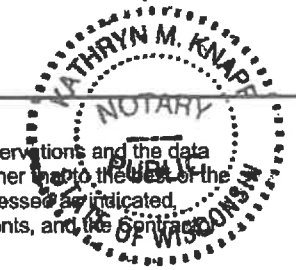
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: August Winter & Sons, Inc.

By: *David Lewis* Date: 1/13/2022

State of: Wisconsin
Subscribed and sworn to before me this 13th
Notary Public: *Kathryn M. Krapp*
My Commission expires: 5/13/2025

County of: Outagamie
day of January, 2022



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 24,622.57

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *Doug Snyder* Date: 6-9-22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$25,918.50	\$0.00
TOTALS	\$25,918.50	\$0.00
Net Changes By Change Order	\$25,918.50	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

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

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

Application No. : 10

Application Date : 01/13/22

To: 01/31/22

Architect's Project No.: 200163

Invoice #: 42104

Contract : 89120- Somers 7th Street Lift Station

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored	G Total Completed and Stored To Date	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
					(Not In D or E)	(D+E+F)			
001	Mobilization	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	1,250.00
002		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
003	Sea Wall LS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
004	Site piping	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	3,750.00
005	Concrete	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00%	0.00	3,250.00
006	Mechanical	133,000.00	133,000.00	0.00	0.00	133,000.00	100.00%	0.00	6,650.00
007	Electrical	240,000.00	240,000.00	0.00	0.00	240,000.00	100.00%	0.00	12,000.00
008	Precast Building Including Excavaton	52,000.00	52,000.00	0.00	0.00	52,000.00	100.00%	0.00	2,600.00
009	Bypass Pumping	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	1,000.00
010	HVAC	47,000.00	47,000.00	0.00	0.00	47,000.00	100.00%	0.00	2,350.00
011	Painting	23,000.00	23,000.00	0.00	0.00	23,000.00	100.00%	0.00	1,150.00
012	Site restoration	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	250.00
013	Demo	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	750.00
014		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
015	7th ST LS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
016	Site Piping	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	3,750.00
017	Concrete	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00%	0.00	3,250.00
018	Mechanical	133,000.00	133,000.00	0.00	0.00	133,000.00	100.00%	0.00	6,650.00
019	Electrical	240,000.00	240,000.00	0.00	0.00	240,000.00	100.00%	0.00	12,000.00
020	Precast Building Including Excavation	52,000.00	52,000.00	0.00	0.00	52,000.00	100.00%	0.00	2,600.00
021	Bypass Pumping	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	1,000.00
022	HVAC	47,000.00	47,000.00	0.00	0.00	47,000.00	100.00%	0.00	2,350.00
023	Painting	23,000.00	23,000.00	0.00	0.00	23,000.00	100.00%	0.00	1,150.00
024	Site Restoration	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	250.00
025	Demo	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	750.00
026	Fencing	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	250.00
027	CO # 1	9,966.00	0.00	9,966.00	0.00	9,966.00	100.00%	0.00	498.30
028	CO # 2	15,952.50	0.00	15,952.50	0.00	15,952.50	100.00%	0.00	797.63
Grand Totals		1,405,918.50	1,380,000.00	25,918.50	0.00	1,405,918.50	100.00%	0.00	70,295.93

Limited Waiver of Construction Lien

1. Upon receipt of payment, the undersigned hereby waives all rights to or claims for a lien on the land hereafter described, for any and all work, materials, plans and specifications made or furnished for the improvements of said lands, furnished between the date of January 1, 2022 and January 31, 2022 to the extent of \$ 24,622.57*** only.

(Describe) Twenty Four Thousand Six Hundred Twenty Two & 57/100**


said improvements being done for Village of Somers, Owner by August Winter & Sons, Inc., Prime Contractor said lands being situated in Kenosha County, Wisconsin, and described as Upgrades to existing Lift Station

(legal description, street address or other clear description).

2. The work done or to be done or materials furnished or to be furnished by the undersigned for said job consists of Plumbing Work
3. The right to assert construction lien rights for work done or materials furnished in excess of said amount or exclusive of stated period on said job is hereby expressly reserved.
4. This waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing.
5. Notwithstanding Section 779.05, Wisconsin Statutes, if the consideration for this lien waiver consists of an uncertified check or other negotiable instrument, this lien waiver is null and void if such check or other negotiable instrument is dishonored or otherwise not paid when due.

Dated this 13th day of Jan, 2022

AUGUST WINTER & SONS, INC.


Assistant Corporate Secretary
2323 North Roemer Road, PO BOX 1896
Appleton, WI 54913

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 43753

FINAL

To Owner: Village of Somers
PO Box 197

Project: 89120- Somers 7th Street Lift Station

Application No.: 11

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

Kenosha, WI 53144

Period To: 4/30/2022

From Contractor: August Winter & Sons, Inc.
2323 N. Roemer Road
Appleton, WI 54912

Via Architect: Baxter & Woodman

Project Nos: 200163

Contract For: Somers 7th Street Lift

Contract Date: 9/23/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

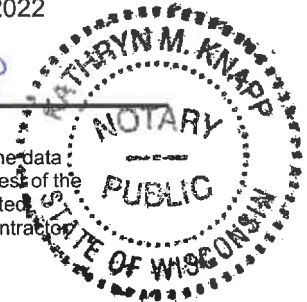
1. Original Contract Sum	\$1,380,000.00
2. Net Change By Change Order	\$25,918.50
3. Contract Sum To Date	\$1,405,918.50
4. Total Completed and Stored To Date	\$1,405,918.50
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$1,405,918.50
7. Less Previous Certificates For Payments	\$1,335,622.57
8. Current Payment Due	\$70,295.93
9. Balance To Finish, Plus Retainage	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: August Winter & Sons, Inc.

By: [Signature] Date: 05/27/2022

State of: Wisconsin
Subscribed and sworn to before me this 27th day of May, 2022
Notary Public:
My Commission expires: 5/13/2025 Kathryn M Knapp



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 70,295.93

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: [Signature] Date: 6-9-22

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$25,918.50	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$25,918.50	\$0.00
Net Changes By Change Order	\$25,918.50	

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 11

Application Date : 04/21/22

To: 04/30/22

Architect's Project No.: 200163

Invoice # : 43753

Contract : 89120- Somers 7th Street Lift Station

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
001	Mobilization	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	0.00
002		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
003	Sea Wall LS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
004	Site piping	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	0.00
005	Concrete	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00%	0.00	0.00
006	Mechanical	133,000.00	133,000.00	0.00	0.00	133,000.00	100.00%	0.00	0.00
007	Electrical	240,000.00	240,000.00	0.00	0.00	240,000.00	100.00%	0.00	0.00
008	Precast Building Including Excavaton	52,000.00	52,000.00	0.00	0.00	52,000.00	100.00%	0.00	0.00
009	Bypass Pumping	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
010	HVAC	47,000.00	47,000.00	0.00	0.00	47,000.00	100.00%	0.00	0.00
011	Painting	23,000.00	23,000.00	0.00	0.00	23,000.00	100.00%	0.00	0.00
012	Site restoration	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
013	Demo	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	0.00
014		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
015	7th ST LS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
016	Site Piping	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	0.00
017	Concrete	65,000.00	65,000.00	0.00	0.00	65,000.00	100.00%	0.00	0.00
018	Mechanical	133,000.00	133,000.00	0.00	0.00	133,000.00	100.00%	0.00	0.00
019	Electrical	240,000.00	240,000.00	0.00	0.00	240,000.00	100.00%	0.00	0.00
020	Precast Building Including Excavation	52,000.00	52,000.00	0.00	0.00	52,000.00	100.00%	0.00	0.00
021	Bypass Pumping	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	0.00
022	HVAC	47,000.00	47,000.00	0.00	0.00	47,000.00	100.00%	0.00	0.00
023	Painting	23,000.00	23,000.00	0.00	0.00	23,000.00	100.00%	0.00	0.00
024	Site Restoration	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
025	Demo	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	0.00
026	Fencing	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	0.00
027	CO # 1	9,966.00	9,966.00	0.00	0.00	9,966.00	100.00%	0.00	0.00
028	CO # 2	15,952.50	15,952.50	0.00	0.00	15,952.50	100.00%	0.00	0.00
Grand Totals		1,405,918.50	1,405,918.50	71 of 133 0.00	0.00	1,405,918.50	100.00%	0.00	0.00

August Winter & Sons, Inc.
Sworn Statement - Somers 7th Street Lift Station
Apr-22

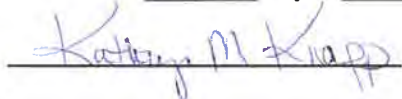
State of: Wisconsin
 County of: Outagamie

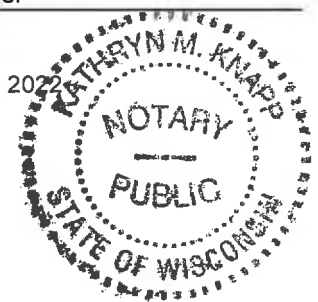
Subcontractor/ Supplier Name	Kind of Work	Contract Value	Total Billed Includes this app	Net Previously Paid	Net Amount of this payment
Adaptor Inc 2151 S 54th Street West Allis WI 53219	Link Seals	\$ 1,465.73	\$ 1,465.73	\$ 1,465.73	\$ -
Dale Nehls/714 43rd St. Kenosha WI 53140	Painting	\$ 39,030.75	\$ 39,030.75	\$ 39,030.75	\$ -
Delta Electric / 2319 Eaton Lane, Racine, WI 53404	Electrical	\$ 402,970.00	\$ 402,970.00	\$ 402,970.00	\$ -
Ferguson Enterprises 2300 N Sandra St Appleton, WI 54911	Pipe & Fittings	\$ 9,802.88	\$ 9,802.88	\$ 9,802.88	\$ -
Ferguson Waterworks/ 5350 N Richmond St Appleton, WI 54913	Pipe & Fittings	\$ 31,792.42	\$ 31,792.42	\$ 31,792.42	\$ -
Packer Fastener/ 728 Lombardi Ave / Green Bay WI 54304	Pipe & Fittings	\$ 1,082.02	\$ 1,082.02	\$ 1,082.02	\$ -
Performance Firestop 704 Lombardi Avenue Green Bay, WI 54304	Insulate Generator Exhaust	\$ 9,560.00	\$ 9,560.00	\$ 9,560.00	\$ -
Quality Precast 7800 Adove Road Kalamazoo MI 49009	Precast Building	\$ 51,700.00	\$ 51,700.00	\$ 51,700.00	\$ -
R Industries 2830 E Dietzen Drive Appleton, WI 54915	Demo and Concrete	\$ 111,700.00	\$ 111,700.00	\$ 111,700.00	\$ -
RDM Municipal / 2650 E Ryan Rd Oak Creek, WI 53154	Access Covers & Startup	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00	\$ -
Red Valve Company/750Holiday Dr #400, Pittsburgh PA 15220	Valves	\$ 30,337.52	\$ 30,337.52	\$ 30,337.52	\$ -
Visu Sewer W230 N4855 Betker Drive Pewaukee, WI 53072	Injection Grouting	\$ 9,397.50	\$ 9,397.50	\$ 9,397.50	\$ -
Vyron Corporation/ 1540 Capital Dr, Green Bay, WI 54303	Fans, Louvers&Heaters	\$ 27,940.00	\$ 27,940.00	\$ 27,940.00	\$ -
WE Energies 7815 Northwestern Ave Racine WI 53406	Electrical Service	\$ 60,841.59	\$ 60,841.59	\$ 60,841.59	\$ -
Whitte Supply / 32409 High Drive, Burlington, WI 53105	Limestone	\$ 39,573.76	\$ 39,573.76	\$ 39,573.76	\$ -
Wisconsin Pump Works	Pumps	\$ 41,715.00	\$ 41,715.00	\$ 41,715.00	\$ -
TOTALS		\$ 894,409.17	\$ 894,409.17	\$ 894,409.17	\$ -

That, for the purpose of said contract, the following persons have been contracted with, and have furnished or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due to them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the is a full, true and complete statement of such persons, the amounts paid and the amounts due or to become due as such.

Signed 
 Name/Title Derek Lewin, Project Manager

Subscribed and sworn before me on this 27th day of May, 2022


5/13/2025



**** Final Waiver of Lien ****

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by: _____
Village of Somers

To furnish materials for _____
Mechanical _____ **work,**

for the improvement of the premises described as

Somers 7th Street Lift Station

in the Village _____ **(City, Village, Town) of** Somers

County of Kenosha **, State of** Wisconsin **of which**

Village of Somers _____ **is the owner.**

NOW, THEREFORE, this 27th **day of** May **, 2022,**
for and in consideration of the sum of \$70,295.93 **, the undersigned**
will 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, on account of
labor, services, material, fixtures, apparatus or machinery heretofore or which may
hereafter be furnished by the undersigned to or for the above described premises by
virtue of said contract.

August Winter & Sons, Inc.

Company name



Signature

Assistant Corporate Secretary

Title

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 89120- Somers 7th Street Lift Station
231 Sheridan Rd
Somers, WI

Subcontractor: Adaptor Inc
2151 S 54th St
West Allis, WI 53219

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 1-3-2022

Firm Name: Adaptor Inc

By: Adam Pagan

Title: KP

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: AR@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 89120- Somers 7th Street Lift Station
231 Sheridan Rd
Somers, WI

Subcontractor: Dale Nehls and Associates
PO Box 1380
Kenosha, WI 53141-1380

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 3/2/2022

Firm Name: Dale Nehls Associates

By: Dale Nehls

Title: Owner/Operator

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: AR@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 89120- Somers 7th Street Lift Station
231 Sheridan Rd
Somers, WI

Subcontractor: Delta Electric Inc
2319 Eaton Lane
Racine, WI 53404

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 2-2-22

Firm Name: Delta Electric Inc.

By: [Signature]

Title: Resident

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: AR@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 89120- Somers 7th Street Lift Station
231 Sheridan Rd
Somers, WI

Subcontractor: Ferguson Enterprises LLC 1550
2300 N Sandra St
Appleton, WI 54911

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: January 3, 2022

Firm Name: Ferguson Enterprises LLC

By: Maxwell McPurton
DocuSigned by:
88D72E3D93A9476...

Title: Credit Coordinator

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: AR@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 89120- Somers 7th Street Lift Station
231 Sheridan Rd
Somers, WI

Subcontractor: Ferguson Waterworks 1476
2300 N Sandra St
Appleton, WI 54911

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 01/03/2022 _____

Firm Name: FERGUSON WATERWORKS _____

By:  _____

Title: CC III _____

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: AR@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 89120- Somers 7th Street Lift Station
231 Sheridan Rd
Somers, WI

Subcontractor: Packer Fastener and Supply Inc
728 Lombardi Ave
Green Bay, WI 54304

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 01/03/2022

Firm Name: Packer Fastener and Supply

By: Nicole Walter

Title: AR Specialist

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: AR@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 89120- Somers 7th Street Lift Station
231 Sheridan Rd
Somers, WI

Subcontractor: Performance Firestop Inc
704 Lombardi Ave
Green Bay, WI 54304

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 3/9/2022

Firm Name: Performance Firestop Inc
By: [Signature]
Title: General manager

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: AR@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 89120- Somers 7th Street Lift Station
231 Sheridan Rd
Somers, WI

Subcontractor: Quality Precast Inc
7800 Adobe Road
Kalamazoo, MI 49009

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 1-10-22

Firm Name: Quality Precast Inc
By: Cindy Kuzmacks
Title: office manager

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: AR@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 89120- Somers 7th Street Lift Station
231 Sheridan Rd
Somers, WI

Subcontractor: R Industries LLC
W2096 Cty Rd. KK
Kaukauna, WI 54130

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 3/10/22

Firm Name: R Industries LLC
By: Ben Schmitt
Title: President

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: AR@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 89120- Somers 7th Street Lift Station
231 Sheridan Rd
Somers, WI

Subcontractor: Red Valve Company Inc
750 Holiday Drive
Pittsburgh, PA 15220

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 1-7-2022

Firm Name: Red Valve Company, Inc.

By: [Signature]

Title: Chief Financial Officer

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: AR@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 89120- Somers 7th Street Lift Station
231 Sheridan Rd
Somers, WI

Subcontractor: Visu Sewer Inc
PO Box 804
Pewaukee, WI 53072-0804

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 1/27/22

Firm Name: Visu-Sewer, Inc.
By: [Signature]
Title: Vice President - Service Division

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: AR@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 89120- Somers 7th Street Lift Station
231 Sheridan Rd
Somers, WI

Subcontractor: Vyron Corporation
401 Pilot Ct, Suite A
Waukesha, WI 53188

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: January 3, 2022

Firm Name: VYRON CORP

By: Mary Sadulijan

Title: ACCOUNTING

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: AR@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 89120- Somers 7th Street Lift Station
231 Sheridan Rd
Somers, WI

Subcontractor: Witte Supply Company
32409 High Dr
Burlington, WI 53105

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

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Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 1/3/21

Firm Name: Witte Supply Company
By: [Signature]
Title: OWNER

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: AR@augustwinter.com
Fax: (920) 739-4993

August Winter & Sons, Inc.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 89120- Somers 7th Street Lift Station
231 Sheridan Rd
Somers, WI

Subcontractor: Wisconsin Pump Works
PO Box 945
Ankeny, IA 50023

The Undersigned, hereby acknowledges receipt of payment in full from August Winter & Sons, Inc. for all work, equipment, and material furnished to the above job and therefore waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the job.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the jobsite, the construction lender, any construction fund holder, the prime contractor, and the principal and sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, any and all welfare, pension, vacation or other contributions required to be made on account of employment of such laborers or mechanics so provided by the undersigned and does hereby agree to indemnify and hold each of the foregoing, the project, work of improvement and real property free and harmless from any and all claims or liens through the date indicated herein.

Our work is complete on the project at this time and there will be no further billing to the above named subcontractor and/or August Winter & Sons, Inc.. We will send you a new Preliminary Lien Notice if we are required to do any additional work on this project.

Date: 1/10/2022

Firm Name: Wisconsin Pump Works
By: [Signature]
Title: Project Manager

Please sign and return by mail, email or fax to:

August Winter & Sons, Inc.
PO Box 1896
Appleton, WI 54912-1896

email: AR@augustwinter.com
Fax: (920) 739-4993

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. 083825R

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER:
(Name and address)

Village of Somers
7511 12th Street
Somers, WI 53171

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Construction

PROJECT:
(Name and address)

Village of Somers, Wisconsin 7th Street and Seawall
Lift Station Replacements, Engineer's Project No. 200163.40

CONTRACT DATED: September 22, 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Ohio Farmers Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001

, SURETY,

on bond of
(Insert name and address of Contractor)

August Winter & Sons, Inc.
2323 N. Roemer Road
Appleton, WI 54911

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

Village of Somers
7511 12th Street
Somers, WI 53171

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 3, 2022
(Insert in writing the month followed by the numeric date and year.)

Ohio Farmers Insurance Company

(Surety)


(Signature of authorized representative)

Alexis Apostolidis, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal):


Evan Vellenga, Witness

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/15/21, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2265382 06

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DONNA M. PLUNETA, JOSHUA SANFORD, AIMEE R. PERONDINE, MICHELLE ANNE MCMAHON, REBECCA M. JOSEPHSON, NICHOLAS TURECAMO, BETHANY STEVENSON, JENNIFER GAIL GODERE, AMANDA PIERINA D'ANGELO, GENTRY STEWART, ERIC STRBA, ALEXIS APOSTOLIDIS, JACQUELINE ROSE SUSCO, CASSANDRA BAEZ, KATHRYN PRYOR, JOINTLY OR SEVERALLY

of HARTFORD and State of CT its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 15th day of OCTOBER A.D., 2021 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

[Signature of Gary W. Stumper]

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 15th day of OCTOBER A.D., 2021 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



[Signature of David A. Kotnik]

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of January A.D., 2022



[Signature of Frank A. Carrino]

Frank A. Carrino, Secretary



AUGUST WINTER & SONS, INC.
MECHANICAL CONTRACTOR & FABRICATOR

www.augustwinter.com

2323 N. Roemer Road
Appleton, WI 54911
PO Box 1896
Appleton, WI 54912-1896
P: (920) 739-8881
F: (920) 739-2230

5613 Schofield Ave.
Schofield, WI 54476
P: (715) 355-7555
F: (715) 355-9048

DATE: 5/12/22

TO:

Baxter & Woodman
256 South Pine Street
Burlington, WI 53105

SUBJECT:

Village of Somers - 7th Street and Seawall Lift Station Replacements

ATTN: Douglas Snyder

We are sending the following items:

QUANTITY	DESCRIPTION
1	Warranty Bond
1	Warranty Letter <u>6-9-22</u>
1	Warranties
	ENGINEER REMOVED THOSE THAT
	DID NOT MEET 2 YEAR MINIMUM
	OF CONTRACT DOCUMENTS.

THESE ARE TRANSMITTED

DPS

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> For Your Approval | <input type="checkbox"/> Disapproved | <input checked="" type="checkbox"/> As Requested | <input type="checkbox"/> Approved |
| <input type="checkbox"/> Resubmit | <input type="checkbox"/> For Review & Comment | <input type="checkbox"/> Approved As Noted | <input type="checkbox"/> For Your Files |
| <input type="checkbox"/> Prints Returned
After Loaned to us | <input type="checkbox"/> Returned for Corrections | <input type="checkbox"/> For Your Information/Use | <input type="checkbox"/> Copies |

Sincerely,
Wendy Zeinert

AUGUST WINTER & SONS, INC.

HVAC * PLUMBING * TANK FABRICATION * PROCESS PIPING * IND. SHEETMETAL
SPECIALTY METAL FAB * ASME PRESSURE VESSELS * ASME CODE WELDING * 24 HR. SERVICE * ENGINEERING
STATE OF WISCONSIN LICENSED MASTER PLUMBER, LICENSE NUMBER 871958

00 61 19
MAINTENANCE BOND FORM

Bond No. 083825R

MAINTENANCE/WARRANTY BOND

Know ALL MEN BY THESE PRESENTS. That we August Winter & Sons, Inc.
as Principal, and Ohio Farmers Insurance Company,
as Surety, are held and firmly bound unto Village of Somers, State of
Wisconsin as Obligee, in the penal sum of
Seventy Thousand Two Hundred Ninety Six & 00/100 Dollars (\$ 70,296.00) to which
payment well and truly to be made we do bind ourselves, our and each of our heirs, executors,
administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the
Village of Somers, State of Wisconsin
dated September 22, 2020 for
7th Street and Seawall Lift Station Replacements, Engineer's Project No. 200163.40

WHEREAS, said Contract provides that the Principal will furnish a Bond conditioned to
guarantee for the period of Three (3) year(s) after approval of the final payment on
said job, by the Owner, against all defects in workmanship and materials which may become
apparent during said period, and

WHEREAS, the said Contract has been completed, and was approved on the
8th day of November 20 21.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the
Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any
defective materials or workmanship which becomes apparent during the period of
Three (3) year(s) from and after November 8, 2021 then
this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED, AND DATED May 11, 2022

August Winter & Sons, Inc. (L.S.)

Travis Glennon (L.S.)

Travis Glennon, Asst. Secretary (L.S.)

Principal(s)

Ohio Farmers Insurance Company
Surety Name

by *Kelly Nicole Enghauser*
Kelly Nicole Enghauser, Attorney-in-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 11/15/19, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2263612 02

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint BRIAN D. CARPENTER, NICOLE LANGER, CRAIG OLMSTEAD, JESSICA HOFF, MICHELLE HALTER, HEATHER R. GOEDTEL, KELLY NICOLE ENGHAUSER, BLAKE S. BOHLIG, LAURIE PFLUG, JOINTLY OR SEVERALLY

of BLOOMINGTON and State of MN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 15th day of NOVEMBER A.D., 2019.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 15th day of NOVEMBER A.D., 2019, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 11th day of May A.D., 2022.



Frank A. Carrino Secretary Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)



AUGUST WINTER & SONS, INC.
MECHANICAL CONTRACTOR & FABRICATOR

www.augustwinter.com

2323 N. Roemer Road
Appleton, WI 54911
PO Box 1896
Appleton, WI 54912-1896
P: (920) 739-8881
F: (920) 739-2230

5613 Schofield Ave.
Schofield, WI 54476
P: (715) 355-7555
F: (715) 355-9048

May 5, 2022

To: Village of Somers
7511 12th Street
Somers, WI 53171

Re: **7th Street and Seawall Lift Station Replacements**
Engineer Project No. 200163.40
AWS Job 89120

This letter is written to officially notify Village of Somers that the 7th Street and Seawall Lift Station Replacements project installed by August Winter & Sons has been completed, tested and startup accomplished.

We guarantee all work for a period of three years except for equipment, motors, electrical controls and other mechanical devices which shall be guaranteed for a period of two years. These items include HVAC equipment, pumps, control panels and generator. Warranty date begins 11/08/2021. Should you encounter any problems, please contact our 24-hour Service Department at (920) 739-8881.

We would like to point out that normal maintenance items such as changing filters, tightening belts, greasing and lubrication are not covered under warranty and are the owner's responsibility. Your Operation and Maintenance Manual prepared by our company, lists normal maintenance items in detail.

In closing, we want to express our appreciation for having been selected for this project and we look forward to working with you in the future.

Sincerely,
August Winter & Sons, Inc.

Derek Lewin, Project Manager
(wz)



Warranty Statement

Generator Sets

Global Industrial Mobile Base Warranty

Limited Warranty

Industrial Mobile Generating Set

This limited warranty applies to all Cummins Power Generation® branded Industrial Mobile generating sets and associated accessories (hereinafter referred to as "Product").

This warranty covers any failures of the Product, under normal use and service, which result from a defect in material or factory workmanship.

Warranty Period:

The warranty start date is the date of delivery to first retail purchaser, after 50 hours of demonstration or 18 months after factory ship date, whichever is sooner.

Prime Power (PRP) is defined as being the maximum power which a generating set is capable of delivering continuously whilst supplying a variable electrical load when operated for an unlimited number of hours per year. The permissible average power output over 24 hours of operation shall not exceed 70% of the PRP. For applications requiring permissible average output higher than stated, a COP rating should be used.

Base Warranty Coverage Duration

The base warranty duration and hours for Cummins Power Generation is three (3) years and three thousand (3000) hrs, whichever occurs first or one (1) year unlimited hours.

Rating	Months	Max. Hours
PRP	36	3000 hrs
PRP	12	Unlimited hrs

Cummins Power Generation® Responsibilities:

In the event of a failure of the Product during the warranty period due to defects in material or workmanship, Cummins Power Generation® will only be responsible for the following costs:

- All parts and labor required to repair the Product.
- Reasonable travel expenses to and from the Product site location or Product transportation if required by Cummins
- Maintenance items that are contaminated or damaged by a warrantable failure.

Owner Responsibilities:

The owner will be responsible for the following:

- Notifying Cummins Power Generation® distributor or dealer within 30 days of the discovery of failure.
- Installing, operating, commissioning and maintaining the Product in accordance with Cummins Power Generation®'s published policies and guidelines.
- Providing evidence of delivery date for establishing start of coverage.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.

In addition, the owner will be responsible for:

- Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
- Costs associated with rental of generating sets used to replace the Product being repaired.
- Costs associated with labor overtime and premium shipping requested by the owner.
- All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

Limitations:

This limited warranty does not cover Product failures resulting from:

- Inappropriate use relative to designated power rating.
- Inappropriate use relative to application guidelines.
- Normal wear and tear.
- Improper and/or unauthorized installation.
- Negligence, accidents or misuse.
- Lack of maintenance or unauthorized repair.
- Noncompliance with any Cummins Power Generation® published guideline or policy.
- Use of improper or contaminated fuels, coolants or lubricants.
- Improper storage before and after commissioning.
- Owner's delay in making Product available after notification of potential Product problem.
- Replacement parts and accessories not authorized by Cummins Power Generation®.
- Use of Battle Short Mode.
- Owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage, starting,

warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device.

- Damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

This limited warranty does not cover costs resulting from:

- Difficulty in gaining access to the Product.
- Damage to customer property.

Please contact your local Cummins Power Generation® Distributor for clarification concerning these limitations.

CUMMINS POWER GENERATION® RIGHT TO FAILED COMPONENTS:

Failed components claimed under warranty remain the property of Cummins Power Generation®. Cummins Power Generation® has the right to reclaim any failed component that has been replaced under warranty.

Extended Warranty:

Cummins Power Generation® offers several levels of Extended Warranty Coverage. Please contact your local Cummins Power Generation® Distributor for details.

www.cumminspower.com

THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS POWER GENERATION® IN REGARD TO THE PRODUCT. CUMMINS POWER GENERATION® MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT IS CUMMINS POWER GENERATION® LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

This limited warranty shall be enforced to the maximum extent permitted by applicable law. This limited warranty gives the owner specific rights that may vary from state to state or from jurisdiction to jurisdiction.

Product Model Number: _____

Product Serial Number: _____

Delivery Date: _____

Legend



3905 Enterprise Court -- Aurora, Illinois 60504 -- PHONE: (630) 236-5500 -- FAX: (630) 236-5511

Grundfos Submersible Pump Equipment Warranty
5-Year Pro-Rated for Municipal Applications

1. Grundfos Submersible Pumps are warranted, for a period of five years from date of shipment to the Original Buyer, to be free from defects in material and/or workmanship and to conform to any applicable drawings and specifications approved by Grundfos Pump.
2. The five year warranty is a prorated warranty as shown below:
Parts will be replaced within the time period noted and buyer will be invoiced at the given percentage rate of the price in effect at the time of shipment.

Months from Date of Shipment to Original Buyer	0-18	19-31	32-45	45-60
Percentage Rate of Warranty	0%*	25%	50%	75%

* Refer to Item 5

3. If within this period Grundfos receives from the Original Buyer written notice of any alleged defect in any such apparatus and if the apparatus is found not to be in conformity with this warranty (the Buyer having provided Grundfos a reasonable opportunity to perform any appropriate tests required thereon) Grundfos will, at its option and expense, either repair the same or supply replacement equipment.
4. Grundfos, under either option, shall have the right to require the Original Buyer to deliver the apparatus to a designated service center; the Original buyer shall pay all charges of inbound and outbound transportation. Grundfos shall pay only the direct and actual cost of apparatus, repair or replacement as provided in item 3.
5. Labor charges for in-warranty repairs performed by Grundfos or its designated service center shall be assumed by Grundfos if the repair is completed within 18 months from the date of shipment to Original Buyer.
6. After repair, pumps are warranted for the residual period on the initial warranty.
7. The Submersible Pump and Motor have a double seal with a moisture detection system. The warranty shall cover the cost of replacement of the outer seal only. IF THE MOISTURE DETECTION SYSTEM IS NOT CONNECTED, THE WARRANTY IS VOID! The submersible Motor has motor winding thermostats. The Thermostats must be connected per local, state and/or National Electric Code. IF THE MOTOR WINDING THERMOSTATS ARE NOT CONNECTED, THE WARRANTY IS VOID!
8. Pumps destined for long-term storage shall be stored in accordance with the appropriate Service Bulletins. Any damage to the pumps due to improper storage conditions shall void this warranty.
9. Any claim by Buyer with reference to the equipment sold hereunder for any cause shall be deemed waived by Buyer unless submitted to Grundfos in writing within thirty (30) days from the date Buyer discovered, or should have discovered, any claimed breach. Unless agreed to the contrary by Grundfos in writing, any work done, material furnished, repairs or designs made by others, shall void the warranty.

Grundfos Pump shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the equipment, or from any other cause relating thereto, and Grundfos Pump liability hereunder in any case is expressly limited to the replacement (in the form originally shipped) of equipment or any part thereof, not complying with this order, or, at Grundfos Pump's election, to the repayment of, or crediting Buyer with an amount equal to the purchase price of such equipment, whether such claims are for breach or warranty or negligence.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS.



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

MEETING DATE: June 28, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #11 Discussion and possible action on request for partial payment #2 from Willkomm Excavating & Grading, Inc. in the amount of \$591,838.24 for work on 2022 Water Mains (Becknell & First Park 94)

BACKGROUND:

In December of 2021, the Board approved a development agreement with Becknell. The Board agreed to participate in extending water main from the corner of CTH L to the proposed project. This main will be necessary to facilitate the required fire protection flows for a project of this size.

First Park 94 Phase II Water Main project has been listed in our TID #1 CIP for some time and is listed as a 2022 project. This project will serve to “loop” the water main in the park and will serve to provide sufficient flows to our new water mains west of the subcontinental divide.

On March 22, 2022, the Board awarded the bid for 2022 Water Mains (Becknell & First Park 94) to Willkomm Excavating & Grading, Inc. in the amount of \$1,099,968.80. Willkomm Excavating & Grading, Inc. has submitted its first request for partial payment in the amount of \$409,779.36. The attached request mistakenly lists the contract price as \$1,099,668.80. At the time of this memo, we have requested the contractor provide an updated request.

Partial funding for this project came in the form of \$400,000 from Becknell and the remainder will be funded by our recent General Obligation Promissory Note, 2022A from Tri-City.

Willkomm Excavating & Grading, Inc has submitted its request for partial payment #2 in the amount of \$591,838.24. The Board has previously approved the following:

- 1st request May 24, 2022 \$409,779.36

Payments to date

\$409,779.36

PRIOR ACTION TAKEN:

The request for payment #2 has not been previously reviewed by the Board.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Engineer Snyder has reviewed the request and recommends approval of the payment. In the event the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve request for partial payment #2 from Willkomm Excavating & Grading, Inc. in the amount of \$591,838.24 for work on 2022 Water Mains (Becknell & First Park 94)”

ATTACHMENTS:

Engineer Snyder Recommendation on Willkomm Excavating & Grading, Inc.
2022 Water Mains (Becknell & First Park 94) -Payment #2

June 20, 2022

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

Subject: 2022 Water Mains -- Payment Recommendation

Dear Village Clerk,

Enclosed is an Application for Payment from Willkomm Excavating & Grading, Inc., Contractor, for work performed on the 2022 Water Mains project. The following is our opinion of the amount due and payable to the Contractor:


Contract Price	\$1,099,968.80
Work Completed to Date	\$1,027,300.10
Less Amount Retained	<u>(\$25,682.50)</u>
Subtotal	\$1,001,617.60
Less Previous Payments	<u>\$409,779.36</u>
Total Amount Due for Partial Payment 2	\$591,838.24

A breakdown of costs attributed to TID #6 (Becknell) and TID #1 (First Park 94) will be provided at project completion.

We recommend payment to Willkomm Excavating & Grading, Inc. for \$591,838.24.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS


Brett D. Biver, P.E.

BDB/bdb

Encs.

C/encs.: Jason Peters, Administrator (email)
Doug Snyder, Village Engineer (email)
Nathan Willkomm, Willkomm, Inc. (email)

P:\SOMEV\212121-BEHNELL OFFSITE WAT\CONSTRUCTION\PAY REQUESTS\PAY REQUEST #2\PAY REQUEST #2 RECOMMENDATION.DOC

To(OWNER): Village/Town of Somers
7511 - 12th Street
Somers, WI 53171

Project: 2022 Water Main - Somers

Application No: 2
Invoice No: 22-002.1
Invoice Date: 5/31/2022
Terms: Net 30
Due Date: 6/30/2022
Period To: 5/31/2022
Project No:
Contract Date:

From: Willkomm Excavating & Grading, Inc.
17108 County Line Road
Union Grove, WI 53182
(262) 878-0877

Via(Architect/
Engineer)

For:

Contract sum.....	1,099,968.80
Completed to date.....	1,027,300.10
Retainage.....	25,682.50
Total earned less retainage.....	1,001,617.60
Previous billings.....	409,779.36
Current payment due.....	591,838.24
Sales tax.....	0.00
Total due.....	591,838.24

To(OWNER): Village/Town of Somers
 7511 - 12th Street
 Somers, WI 53171

Project: 2022 Water Main - Somers

Application No: 2
 Invoice No: 22-002.1
 Invoice Date: 5/31/2022
 Terms: Net 30
 Due Date: 6/30/2022
 Period To: 5/31/2022
 Project No:
 Contract Date:

From: Willkomm Excavating & Grading, Inc.
 17108 County Line Road
 Union Grove, WI 53182
 (262) 878-0877

Via(Architect/
 Engineer)

For:

<u>No.</u>	<u>Description</u>	<u>Total Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total Cost</u>	<u>Completed Units</u>	<u>Current Value</u>	<u>Prior Value</u>	<u>Due This Request</u>
1010.70	Mobilization	1	LS	2,884.00	2,884.00	1	2,884.00	0.00	2,884.00
1020.790	Construction Layout & Staking	1	LS	5,253.00	5,253.00	1	5,253.00	1,575.90	3,677.10
1030.457235	Drain Tile R & R	4	EA	319.00	1,276.00	0	0.00	0.00	0.00
1040.840	Tree Removal 6" ti 20" Diam	12	EA	464.00	5,568.00	36	16,704.00	0.00	16,704.00
1051.631210	Water Main (Open Cut) 12"	3,537	LF	75.00	265,275.00	2,972	222,900.00	0.00	222,900.00
1052.631611	Water Main 16" Gran BF	15	LF	417.00	6,255.00	0	0.00	0.00	0.00
1060.631320	Water Main (Direct Drill) 12"	450	LF	143.00	64,350.00	450	64,350.00	0.00	64,350.00
1070.621120	Gate Balve & Box 12"	7	EA	3,669.00	25,683.00	6	22,014.00	0.00	22,014.00
1080.61371	Gate Valve & Vault 12"	1	EA	14,662.00	14,662.00	1	14,662.00	0.00	14,662.00
1090.622160	Butterfly Valve & Box 16"	1	EA	5,318.00	5,318.00	0	0.00	0.00	0.00
1100.61821	Fire Hydrant	9	EA	6,586.00	59,274.00	8	52,688.00	0.00	52,688.00
1110.61826	Fire Hydrant Barrel Extension	9	EA	787.00	7,083.00	0	0.00	0.00	0.00
1120.623162	Connect to Water Main 16"	1	EA	5,083.00	5,083.00	0	0.00	0.00	0.00
1130.25896	Granular Backfill	661	LF	27.00	17,847.00	661	17,847.00	0.00	17,847.00
1141.830	Silt Fence	4,990	LF	1.85	9,231.50	5,481	10,139.85	10,139.85	0.00
1142.831	Erosion Mat	466	SY	1.55	722.30	0	0.00	0.00	0.00
1143.310	Construction Entrance	1	EA	2,259.00	2,259.00	1	2,259.00	0.00	2,259.00
1150.830	Restoration of Unpaved Areas	1	LS	13,355.00	13,355.00	0	0.00	0.00	0.00
1160.815	Traffic Control & Protection	1	LS	515.00	515.00	1	515.00	0.00	515.00
2010.70	Mobilization	1	LS	2,884.00	2,884.00	1	2,884.00	865.20	2,018.80
2020.890	Construction Layout & Staking	1	LS	5,665.00	5,665.00	1	5,665.00	1,699.50	3,965.50
2030.457235	Drain Tille R & R	4	EA	319.00	1,276.00	1	319.00	319.00	0.00
2040.631610	Water Main (Open Cut) 16"	3,594	LF	126.00	452,844.00	3,604	454,104.00	328,860.00	125,244.00
2050.622160	Butterfly Valve & Box 16"	6	EA	4,530.00	27,180.00	6	27,180.00	18,120.00	9,060.00
2060.61821	Fire Hydrant	6	EA	6,550.00	39,300.00	6	39,300.00	32,750.00	6,550.00
2070.618210	Fire Hydrant (Air Release)	4	EA	6,460.00	25,840.00	4	25,840.00	19,380.00	6,460.00
2080.61826	Fire Hydrant Barrel Extension	10	LF	852.00	8,520.00	15	12,780.00	852.00	11,928.00
2090.623162	Connect to Water Main 16"	2	EA	4,254.00	8,508.00	2	8,508.00	4,254.00	4,254.00
2100.25896	Granular Backfill	270	LF	30.00	8,100.00	276	8,280.00	5,640.00	2,640.00
2110.830	Silt Fence	2,500	LF	1.85	4,625.00	3,725	6,891.25	6,891.25	0.00
2120.830	Restore Of Unpaved Areas	1	LS	3,333.00	3,333.00	1	3,333.00	0.00	3,333.00
					<u>1,099,968.80</u>		<u>1,027,300.10</u>	<u>431,346.70</u>	<u>595,953.40</u>

Becknell
 \$420,500.10

First Park 94
 \$175,453.30

WAIVER OF LIEN TO DATE

STATE OF Wisconsin)
COUNTY OF Kenosha)

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Somer to furnish Utilities for the premises known as 2022 Water Main - Somers, of which is owned by Village of Somers

THE undersigned, for and in consideration of Five Hundred Ninety One Thousand Eight Hundred Thirty Eight and 24/100 (\$591,838.24) dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby conditionally** waives its right to lien, under the State of Wisconsin statutes, relating to construction liens, with respect to and on said above-described premises, and the improvement thereon, and on the material, fixtures, apparatus, or machinery furnished, and on the moneys, funds, or other consideration due, or to become due, from the owner, on account of labor, services, material, fixtures, apparatus, or machinery, furnished, or which may be furnished, at any time hereafter, by the undersigned for the above-described premises. INCLUDING EXTRAS*.

DATE: 6/21/2022

COMPANY NAME: Willkomm Excavating & Grading, Inc.

ADDRESS: 17108 County Line Road
Union Grove WI 53182

SIGNATURE AND TITLE: Nicholas A. Willkomm

* EXTRAS ARE LIMITED TO APPROVED CHANGE ORDERS TO THE CONTRACT. AMOUNT DOES NOT INCLUDE ANY CHANGE ORDER REQUEST SUBMITTED TO GENERAL CONTRACTOR, BUT NOT YET COUNTER-EXCUTED, AND ANY CHANGE ORDER STILL BEING NEGOTIATED WITH GENERAL CONTRACTOR.
** This waiver is conditioned upon the actual receipt of payment. If the check is returned "NSF" or payment is stopped, this lien waiver is void.

CONTRACTOR'S AFFIDAVIT

STATE OF Wisconsin)
COUNTY OF Kenosha)

TO WHOM IT MAY CONCERN:

THE undersigned, Nicholas A Willkomm, being duly sworn, deposes and says that he is President of Willkomm Excavating & Grading, Inc., who is the contractor furnishing Site Excavation & Site Utilities on the project located at 18th St & 100th Ave and 88th Ave & 38th St, Somers WI, and owned by Village of Somers.

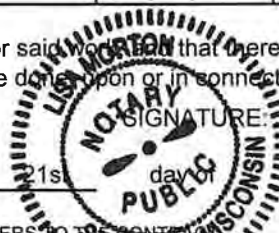
That the total amount of the contract, including extras*, is \$1,099,668.80, on which we have received payment of \$409,779.36 prior to this payment. That this waiver is true, correct, and genuine. That the following are the names of all parties who have furnished material or labor, or both, for said work, and all the parties having a contract or subcontract for a specific portion of said work, or for material, entering into the construction thereof, and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	APPROVED CO	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Willkomm Excavating & Grading, Inc.	Utilities	\$ 320,063.55	\$ -	\$ 232,136.70	\$ 152,222.50	\$ 167,841.05
Concrete Specialties	Structure	\$ 2,274.66	\$ -	\$ -	\$ 2,274.66	\$ -
Core & Main	Pipe	\$ 700,007.62	\$ -	\$ 237,601.00	\$ 368,777.62	\$ 93,629.00
Reesman	Aggregate	\$ 6,831.08	\$ -	\$ 2,923.12	\$ 3,907.96	\$ -
Super Aggregate	Aggregate	\$ 37,886.80	\$ -	\$ 19,814.78	\$ 37,886.80	\$ -
T & T Tree	Clearing	\$ 16,200.00	\$ -		\$ 15,390.00	\$ 810.00
Highway Landscaper	Landscaping	\$ 16,405.09	\$ -	\$ 4,197.85	\$ 11,378.70	\$ 5,026.39
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 1,099,668.80	\$ -	\$ 496,673.45	\$ 591,838.24	\$ 11,157.11

That there is no other outstanding contract for said work 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.

DATE: 6/21/2022

Subscribed and sworn to before me this 1st day of June 2022



SIGNATURE: Nicholas A. Willkomm

* EXTRAS ARE LIMITED TO APPROVED CHANGE ORDERS TO THE CONTRACT. AMOUNT DOES NOT INCLUDE ANY CHANGE ORDER REQUEST SUBMITTED TO GENERAL CONTRACTOR, BUT NOT YET COUNTER-EXCUTED, AND ANY CHANGE ORDER STILL BEING NEGOTIATED WITH GENERAL CONTRACTOR.

My Commission Expires: 5/15/2024
NOTARY PUBLIC

PARTIAL WAIVER OF LIENJune 3, 2022

For value received \$84,690.00, we hereby unconditionally waive **PARTIAL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Village of Somers owner, by Willkomm Excavating & Grading, Inc. contractor, for Core & Main LP, same being situated in Kenosha County, State of Wisconsin, described as 2022 Water Main - Somers.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**

Core & Main

Sam McKee

Credit Associate

Name - Title

PARTIAL WAIVER OF LIEN

JUNE 9, 2022

For value received \$41,783.50, we hereby unconditionally waive **PARTIAL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Village of Somers owner, by Willkomm Excavating & Grading, Inc. contractor, for _____, same being situated in Kenosha County, State of Wisconsin, described as 2022 Water Main - Somers.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**

Core & Main



Kaitlyn Hibdon - Credit Associate

Name - Title

PARTIAL WAIVER OF LIEN

 JUNE 15 , 2022

For value received \$111,127.50, we hereby unconditionally waive **PARTIAL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Village of Somers owner, by Willkomm Excavating & Grading, Inc. contractor, for Miscellaneous Supplies same being situated in Kenosha County, State of Wisconsin, described as 2022 Water Main - Somers.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**

Core & Main



Kaitlyn Hibdon - Credit Associate

Name – Title

RECEIVED

MAY 28 2022

PARTIAL WAIVER OF LIEN

June 9, 2022

For value received \$2,923.12, we hereby unconditionally waive **PARTIAL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Village of Somers owner, by Willkomm Excavating & Grading, Inc. contractor, for aggregates, same being situated in Kenosha County, State of Wisconsin, described as 2022 Water Main - Somers.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**

Reesmans Excavating & Grading

Name - Title

PARTIAL WAIVER OF LIEN


5-10, 20 22

For value received \$7,606.37, we hereby unconditionally waive **PARTIAL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Village of Somers owner, by Willkomm Excavating & Grading, Inc. contractor, for _____, same being situated in Kenosha County, State of Wisconsin, described as 2022 Water Main - Somers.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**

Super Aggregates



Name - Title President

PARTIAL WAIVER OF LIEN

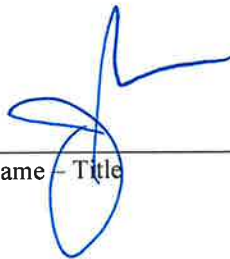
5-16, 2022

For value received \$504.76, we hereby unconditionally waive **PARTIAL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Village of Somers owner, by Willkomm Excavating & Grading, Inc. contractor, for _____, same being situated in Kenosha County, State of Wisconsin, described as 2022 Water Main - Somers.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**

Super Aggregates


Name - Title President

PARTIAL WAIVER OF LIEN

5-31, 2022

For value received \$11,703.65, we hereby unconditionally waive **PARTIAL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Village of Somers owner, by Willkomm Excavating & Grading, Inc. contractor, for _____, same being situated in Kenosha County, State of Wisconsin, described as 2022 Water Main - Somers.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**

Super Aggregates



Name - Title

/President

PARTIAL WAIVER OF LIEN

5/31, 2022

For value received \$4,197.85, we hereby unconditionally waive **PARTIAL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For Village of Somers owner, by Willkomm Excavating & Grading, Inc. contractor, for _____, same being situated in Kenosha County, State of Wisconsin, described as 2022 Water Main - Somers.

For all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, **NONE**

Highway Landscapers, Inc.



Name - Title



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

MEETING DATE: June 28, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jerry Smith, Public Works Superintendent

AGENDA ITEM: #12 Discussion and possible action on Resolution No. 2022-011
Approval of the 2022 Compliance Maintenance Annual Report
(CMAR)

BACKGROUND:

The Sewer Utility must submit a Compliance Maintenance Annual Report (CMAR) to the DNR. This report transfers 2021 information to the DNR regarding the Village's 8 lift stations.

PRIOR ACTION TAKEN:

This matter has not been previously reviewed by the Board.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Our report score translated into a 4.0 grade average. This means that no additional steps will need to be taken by our Sewer Utility to comply. Staff recommends that approval of the attached Resolution No. 2022-011.

In the event the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve Resolution No. 2022-011, approval of the 2021 Compliance Maintenance Annual Report (CMAR)”

ATTACHMENTS:

Draft of CMAR Report

Proposed Resolution No. 2022-011

Compliance Maintenance Annual Report

Somers Utility District 1 And Kr Utility District

Last Updated: Reporting For:
6/20/2022 2021

Financial Management

<p>1. Provider of Financial Information</p> <p>Name: <input style="width: 300px;" type="text" value="Gerald V. Smith"/></p> <p>Telephone: <input style="width: 150px;" type="text" value="262-220-4262"/> (XXX) XXX-XXXX</p> <p>E-Mail Address (optional): <input style="width: 300px;" type="text" value="gsmith@somers.org"/></p>													
<p>2. Treatment Works Operating Revenues</p> <p>2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?</p> <p>● Yes (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ No (40 points)</p> <p>If No, please explain: <input style="width: 750px; height: 20px;" type="text"/></p> <p>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: <input style="width: 150px;" type="text" value="2021"/></p> <p>● 0-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A (private facility)</p> <p>2.3 Did you have a special account (e.g., CWF required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</p> <p>● Yes (0 points)</p> <p>○ No (40 points)</p>	0												
<p>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</p>													
<p>3. Equipment Replacement Funds</p> <p>3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: <input style="width: 150px;" type="text" value="2021"/></p> <p>● 1-2 years ago (0 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ 3 or more years ago (20 points) <input type="checkbox"/><input type="checkbox"/></p> <p>○ N/A</p> <p>If N/A, please explain: <input style="width: 750px; height: 20px;" type="text"/></p>													
<p>3.2 Equipment Replacement Fund Activity</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 150px;" type="text" value="6,295.41"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="6,295.41"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">+</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="3.66"/></td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 150px;" type="text" value="6,295.41"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="6,295.41"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	<input style="width: 150px;" type="text" value="3.66"/>	
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	<input style="width: 150px;" type="text" value="6,295.41"/>											
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>											
3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="6,295.41"/>											
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	<input style="width: 150px;" type="text" value="3.66"/>											

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 6,299.07

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 6,299.07

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

Yes

No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

Yes - If Yes, please provide major project information, if not already listed below.

No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	7th Street Lift Station Reconstruction Completed In 2022	702959.25	2022
2	Eagle Wood Lift Station Upgrade	500000	2023
3	Seawall Lift Station Reconstruction Completed in 2022	702959.25	2022
4	Lichter Subdivision Lift Station Upgrade	500000	2023
5	Sheridan Road Corridor - Sewer Main & Lateral Rehab/Reline	4854937	2021
6	Lift Station West of the Divide	1400000	2022
7	Country Charms Sewer Main & Lateral Rehab/Reline	4000000	2023
8	Sewer Main Installation West of the Divide	5002000	2022

5. Financial Management General Comments

Projects 1, 3, 5, 6 and 8 were all initiated in 2021 with projected acceptance to take ownership from the contractors in 2022. Projects 2, 4 and 7 are in the 2022 and 2023 CIP budgets with anticipated start dates in 2023.

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

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	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	26,508	254
February	20,777	145
March	23,728	48
April	27,445	28
May	18,393	40
June	13,200	68
July	13,003	237
August	9,661	301
September	11,520	383
October	9,731	450
November	13,019	384
December	19,074	449
Total	206,059	2,787
Average	17,172	232

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

6.2.2 Comments:

SCADA System was upgraded in 2021

6.3 Has an Energy Study been performed for your pump/lift stations?

No

Yes

Year:

2015

By Whom:

Contracted Engineering Firm

Describe and Comment:

The Sewer Utility utilizes CIP planning in conjunction with the Contracted Engineering Firm to specify and procure equipment purchases.

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<p>6.4 Future Energy Related Equipment</p> <p>6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?</p> <p>Two Lift Stations were upgraded in 2021 - 2022. Sheridan Road Corridor sewer mains and residential laterals were lined in 2021 - 2022 to reduce I/I.</p>	
--	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

- 1.) Compliance with WisDNR WPDES Permitting
- 2.) Minimize Surcharge and overflows.
- 3.) Improved reliability of sanitary system.
- 4.) Maintenance of sanitary system.
- 5.) Unproblematic operation with effective cost control.
- 6.) Reduction of overflows.
- 7.) Provide peak hour capacity.
- 8.) Manage and reduce I/I.
- 9.) Protect Utility Worker health and safety.
- 10.) Operate a dynamic CMOM Program.
- 11.) Maintain annual cleaning and inspection program.
- 12.) Manage a dynamic sanitary sewer utility that is cost-efficient.

Did you accomplish them?

- Yes
- No

If No, explain:

Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Village Ordinances Chapter 13 & Sanitary Sewer Development Engineering Submittal Guide and Standard Specifications

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY)

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection

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Sewage flows satellite system and large private users are monitored and controlled, as necessary
 Fat, oil and grease control
 Enforcement procedures for sewer use non-compliance
 Operation and Maintenance [NR 210.23 (4) (d)]
 Does your operation and maintenance program and equipment include the following:
 Equipment and replacement part inventories
 Up-to-date sewer system map
 A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
 A description of routine operation and maintenance activities (see question 2 below)
 Capacity assessment program
 Basement back assessment and correction
 Regular O&M training
 Design and Performance Provisions [NR 210.23 (4) (e)]
 What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
 State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
 Construction, Inspection, and Testing
 Others:

- Wisconsin Administrative Code, Chapter SPS 382.
 - Standard Specification for Sewer & Water Construction in Wisconsin, current edition.
 - Village of Somers Sanitary Sewer Construction Standards.

 Overflow Emergency Response Plan [NR 210.23 (4) (f)]
 Does your emergency response capability include:
 Responsible personnel communication procedures
 Response order, timing and clean-up
 Public notification protocols
 Training
 Emergency operation protocols and implementation procedures
 Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
 Special Studies Last Year (check only those that apply):
 Infiltration/Inflow (I/I) Analysis
 Sewer System Evaluation Survey (SSES)
 Sewer Evaluation and Capacity Management Plan (SECAP)
 Lift Station Evaluation Report
 Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	45	% of system/year
Root removal	45	% of system/year
Flow monitoring	100	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	45	% of system/year

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6/20/2022 **2021**

Manhole inspections	<input type="text" value="50"/>	% of system/year
Lift station O&M	<input type="text" value="16"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="40"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="45"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="40"/>	% of system/year
Private sewer I/I removal	<input type="text" value="40"/>	% of private services
River or water crossings	<input type="text" value="0"/>	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		
<p>Sheridan Road Corridor was cleaned, televised and lined in 2021 to include all main line sewer pipe. Residential laterals were televised and laterals that required rehabilitation were lined. Manholes in the Sheridan Road Corridor were inspected and fitted with internal and external seals. The Country Charms Subdivision manholes were inspected and fitted with internal and external seals.</p>		

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="23.68"/>	Total actual amount of precipitation last year in inches
<input type="text" value="35"/>	Annual average precipitation (for your location)
<input type="text" value="50.67"/>	Miles of sanitary sewer
<input type="text" value="8"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="0"/>	Number of sewer pipe failures
<input type="text" value="0"/>	Number of basement backup occurrences
<input type="text" value="0"/>	Number of complaints
<input type="text" value=".83"/>	Average daily flow in MGD (if available)
<input type="text" value="46.3"/>	Peak monthly flow in MGD (if available)
<input type="text" value=".06"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.00"/>	Basement backups (number/sewer mile)
<input type="text" value="0.00"/>	Complaints (number/sewer mile)
<input type="text" value="55.8"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.1"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

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6/20/2022 **2021**

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **			
Date	Location	Cause	Estimated Volume
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

Yes

No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

Yes

No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Sheridan Road Corridor main sewer lines and residential laterals were lining to reduce I/I. The Sheridan Road Corridor manholes were inspected and fitted with internal and external seals. The Country Charms Corridor manholes were inspected and fitted with internal and external seals in conjunction with the 2021 paving project.

5.4 What is being done to address infiltration/inflow in your collection system?

Upon completion of the Sheridan Road Corridor rehabilitation, I/I studies will be reviewed to determine the cost benefit analysis. In 2023 the Country Charms Corridor will be televised and analyzed to determine main line and residential lateral lining opportunities.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

RESOLUTION NO. 2022-011

**Village of Somers
Wisconsin Department of Natural Resources
NR 208 – Compliance Maintenance Resolution
2021**

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources that the Village of Somers file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system under Wisconsin Administrative Code NR 208;

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR);

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of “C” or less) and/or an overall grade point average (< 3.00);

BE IT THEREFORE RESOLVED by the Village Board of the Village of Somers, Kenosha County, Wisconsin, that the following recommendations or actions will be taken to address or correct problems/ deficiencies of the wastewater treatment or collection system as identified in the Compliance Maintenance Annual Report (CMAR):

None required due to 4.0 grade point average.

Adopted this 28th day of June, 2022

VILLAGE OF SOMERS
KENOSHA COUNTY, WISCONSIN

George Stoner, President

Attest: _____
Brandi Baker, Clerk-Treasurer

Date: _____



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

MEETING DATE: June 28, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jerry Smith, Public Works Superintendent

AGENDA ITEM: #13 Action on increasing Joshua Sullivan's (Public Works II) pay rate to 28.77, and making rate retroactive to January 1st of 2022

BACKGROUND:

Joshua Sullivan's current hourly pay rate is at \$28.41 per hour. On May 6, 2022 Bryan Paielli received the Public Works II labor grade status and received a \$1.00 per hour pay increase. This increase put Bryan Paielli's pay rate at \$28.77 per hour, which put Bryan Paielli making \$.36 more per hour than Joshua Sullivan.

Joshua and Bryan are both labor grade Public Works II and they should be receiving comparable pay rates.

PRIOR ACTION TAKEN:

This matter was discussed during Closed Session at our June 21st Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

It is the recommendation that Joshua Sullivan receive an hourly pay increase of \$.36, so that both individuals are comparable in pay rate. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve increasing Joshua Sullivan's (Public Works II) pay rate to 28.77, and making rate retroactive to January 1st of 2022”

ATTACHMENTS:

None



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

MEETING DATE: June 28, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

- AGENDA ITEM:**
- #14 Action on proposed Ordinance No. 2022-006, An Ordinance to Repeal and Recreate Section 9.25(A) of the Code of Ordinances of the Village of Somers Regarding Penalties and Forfeitures to be Imposed for the Violation of Various Sections of Chapter 9 of the Code of Ordinances
 - #15 Action on proposed Ordinance No. 2022-007, An Ordinance to Create Section 9.155(D) of the Code of Ordinances of the Village of Somers Regarding Penalty Provisions for the Violation of the Statewide Smoking Ban
 - #16 Action on proposed Ordinance No. 2022-008, An Ordinance to Repeal and Recreate Section 11.07(D) of the Code of Ordinances of the Village of Somers Regarding the Posting and Care of Alcohol Licenses
 - #17 Action on proposed Ordinance No. 2022-009, An Ordinance to Create Section 11.08(C)(7) of the Code of Ordinances of the Village of Somers Regarding Penalty Provisions for the Violation of Various Sections of §11.08 by Underage Persons

BACKGROUND:

Administration, Attorney Davison, our Sheriff’s Deputies, and the Municipal Court have been working together to clarify forfeiture amounts under Chapter 9 and Chapter 11 of our municipal code. Chapter 9 of our code of ordinances deals with “Public Peace and Good Order”. Chapter 11 deals with the “Sale of Alcoholic Beverages”.

The current section 9.25 is a “catchall” provision for penalties and forfeitures. It currently sets a forfeiture of not less than \$50 but not more than \$200 for the first offense and \$100 but not more than \$300 for the second offense within one year of conviction of the first offense. Per discussions with the Municipal Court, it has been recommended that

proposed ordinance 2022-006 be approved to a set an amount for a first offense. The proposed amount is \$187.

Proposed Ordinance 2022-007 would set the forfeiture for a violation of the statewide smoking ban to the same as what are under §25.04(A) of this Code. Under 25.04 (A) a first offense is set between \$25 and \$500 and a second offense is set between \$50 and \$500.

Proposed Ordinance 2022-008 amends section 11.07(D) of our code of ordinances. This would set a forfeiture amount of \$187 for failing to have your alcohol licensing properly displayed.

Proposed Ordinance 2022-009 amends section 11.08(C)(7) of our code of ordinances. This would set a forfeiture amount of \$187 for underage alcohol related offences.

PRIOR ACTION TAKEN:

The attached ordinances were reviewed and discussed at our June 21st Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff would recommend approval of proposed ordinances 2022-006 – 2022-009. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

#14

“Motion to waive first reading of Ordinance No. 2022-006”

“Motion to approve proposed Ordinance No. 2022-006, An Ordinance to Repeal and Recreate Section 9.25(A) of the Code of Ordinances of the Village of Somers Regarding Penalties and Forfeitures to be Imposed for the Violation of Various Sections of Chapter 9 of the Code of Ordinances”

#15

“Motion to waive first reading of Ordinance No. 2022-007”

“Motion to approve proposed Ordinance No. 2022-007, An Ordinance to Create Section 9.155(D) of the Code of Ordinances of the Village of Somers Regarding Penalty Provisions for the Violation of the Statewide Smoking Ban”

#16

“Motion to waive first reading of Ordinance No. 2022-008”

“Motion to approve proposed Ordinance No. 2022-008, An Ordinance to

Repeal and Recreate Section 11.07(D) of the Code of Ordinances of the Village of Somers Regarding the Posting and Care of Alcohol Licenses”

#17

“Motion to waive first reading of Ordinance No. 2022-009”

“Motion to approve proposed Ordinance No. 2022-009, An Ordinance to Create Section 11.08(C)(7) of the Code of Ordinances of the Village of Somers Regarding Penalty Provisions for the Violation of Various Sections of §11.08 by Underage Persons”

ATTACHMENTS:

Proposed Ordinance 2022-006

Proposed Ordinance 2022-007

Proposed Ordinance 2022-008

Proposed Ordinance 2022-009

ORDINANCE NO. 2022-006

AN ORDINANCE TO REPEAL AND RECREATE SECTION 9.25(A)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING PENALTIES AND FORFEITURES TO BE IMPOSED
FOR THE VIOLATION OF VARIOUS SECTIONS OF CHAPTER 9
OF THE CODE OF ORDINANCES

The Village Board of Trustees of the Village of Somers, Kenosha County,
Wisconsin, hereby repeals and recreates Section 9.25(A) of the Code of Ordinances of the
Village of Somers to read as follows:

(A) Except for subsection 9.23 (Cruelty to animals), for which there shall be a penalty
of One Hundred Eighty-seven (\$187.00) Dollars for a violation thereof, other violation of the provisions of
this Chapter shall be subject to the penalty provisions contained in §25.04 of the Code of Ordinances.

Dated at Somers, Wisconsin, this _____ day of _____, 2022.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2022-007

AN ORDINANCE TO CREATE SECTION 9.155(D)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING PENALTY PROVISIONS FOR VIOLATION OF
THE STATEWIDE SMOKING BAN

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby creates Section 9.155(D) of the Code of Ordinances of the Village of Somers to read as follows:

(D) **Penalty.** A violation of this section shall be subject to the penalty set forth in §25.04(A) of this Code.

Dated at Somers, Wisconsin, this ____ day of _____, 2022.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2022-008

AN ORDINANCE TO REPEAL AND RECREATE SECTION 11.07(D)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING THE POSTING AND CARE OF ALCOHOL LICENSES

The Village Board of Trustees of the Village of Somers, Kenosha County,
Wisconsin, hereby repeals and recreates Section 11.07(D) of the Code of Ordinances of the
Village of Somers to read as follows:

(D) **Posting And Care of Licenses.** Every license issued under this chapter shall be posted and at all times displayed as provided in §125.04(10), Wis. Stats. No person shall post such license or permit any other person to post it upon the premises other than those mentioned in the application, or knowingly deface or destroy such license. Any violation of this section shall result in the imposition of a fine of One Hundred Eighty-seven (\$187.00) Dollars.

Dated at Somers, Wisconsin, this _____ day of _____, 2022.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2022-009

AN ORDINANCE TO CREATE SECTION 11.08(C)(7)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING PENALTY PROVISIONS FOR VIOLATION OF
VARIOUS SECTIONS OF §11.08 BY UNDERAGE PERSONS

The Village Board of Trustees of the Village of Somers, Kenosha County,
Wisconsin, hereby creates Section 11.08(C)(7) of the Code of Ordinances of the Village of
Somers to read as follows:

(7) Any underage person who violates any of the foregoing subsections (1)
through (6) shall be subject to a fine of One Hundred Eighty-Seven (\$187.00)
Dollars for each such violation.

Dated at Somers, Wisconsin, this _____ day of _____, 2022.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer



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

MEETING DATE: June 28, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk/Treasurer

AGENDA ITEM: #18 Action on recommendation to approve operator licenses

BACKGROUND:

Brooke Kresuer, Kasey Pfister, Taylor Rinaldi, Jessica Tucker, Carleen Hoefler applied for an operator's license for the Village of Somers. No discrepancies with application.

PRIOR ACTION TAKEN:

None.

COMMENTS:

No issues with applications.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval. In the event that the Village Board agrees with the recommendation to approve Brooke Kresuer, Kasey Pfister, Taylor Rinaldi, Jessica Tucker, Carleen Hoefler applications, a suggested motion would be as follows:

“Motion to approve Operator Licenses: Brooke Kresuer, Kasey Pfister, Taylor Rinaldi, Jessica Tucker, and Carleen Hoefler”

ATTACHMENTS:

NONE