

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

**Village Board Meeting
Agenda
Tuesday, September 13, 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 August 23, 2022, Vouchers dated August 25, 2022, September 1, 2022 and September 8, 2022
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Plan Commission Recommendation (J&M's Bar & Grill): a. Discussion and possible action on request by Eclectic LLC, PO Box 78, Somers, WI 53171 (Owner), Justin Traugher, PO Box 78, Somers, WI 53171 (agent), for a Conditional Use Permit amendment to allow for outside amplified music in the B-2 Community Business Dist. on Tax Parcel # 82-4-222-162-0010, located in the NW ¼ of Section 16, T2N, R22E, Village of Somers. (For information purposes only, this property is located at 8013 12th Street.)
8	Action on change order #1 from Willkomm Excavating & Grading, Inc. in the amount of \$13,035 for work on 2022 Water Mains (Becknell & First Park 94)
9	Discussion and possible action on request for partial payment #1 (\$433,727.72) and final payment (\$22,827.78) from Payne and Dolan in the amount of \$456,555.50 for the 2022 Roadway Improvements Program ((22nd Street (5000 Block to Green Bay Road), 4th Street, 49th Avenue, & 5th Place, 28th Avenue (CTH KR to Termination))
10	Discussion and possible action on Final Payment Request from Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project in the amount of \$11,449.48

11	Action on Resolution 2022-013, A Resolution Establishing an Investment Policy and Designating Public Depositories
12	Action on proposed Investment Advisory Agreement with Ehlers Investment Partners, LLC
13	Action on proposed Ordinance 2022-011, an Ordinance to recreate section 11.07(L)(2) and (3) of the code of Ordinances of the Village of Somers regarding Liquor Licenses Quota.
14	Action on proposed Ordinance 2022-012, an Ordinance to recreate section 5.11(E) of the code of Ordinances of the Village of Somers regarding Fireworks Prohibited
15	Discussion and possible action on applications for Class “B” (Picnic) Beer License from Kenosha Shrine Club for events held on September 24th, 2022, September 25th, 2022, October 8th, 2022, October 9th, 2022, October 15th, 2022, and October 16th, 2022. Events to be held at Jerry Smith Farm, 7150 18th Street, and request to waive fees
16	Discussion and possible action on applications for Special Event and Class “B” (Picnic) Beer License from Root-Pike WIN for the event held on September 22, 2022 at Root-pike WIN office 4116 12 th Street from 4-7pm.
17	Approval of Operator’s Licenses: Pattice Talbert, Kyliegh Jeffords, Maria Torres, Tatiana Allen, Ashley Winnett, Laura Buska, Amy Mandernack, Kevin Wosz, and Jonathon Schubert
18	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the September 13, 2022 Village Board Meeting & Agenda in 1 public place & on the Village website.

Dated this 9th day of September 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 August 23, 2022

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

President Stoner led the Pledge of Allegiance.

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

Consent and Approval of Minutes of Regular meetings on August 10, 2022, Vouchers dated August 11, 2022 and August 18, 2022, July 2022 Building Report

Trustee Smith moved to approve the Minutes of Regular meetings on August 10, 2022, Vouchers dated August 11, 2022 and August 18, 2022, July 2022 Building Report.

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

Correspondence

None

Citizen Comments

None

President and Trustee Comments

Trustee Harbach commented on an email regarding clarification on the Parade route and that will be posted next year.

Plan Commission Recommendation (Golden Oil)

- a. **Action on request by Somers USA, LLC, 1170 22nd Avenue, Kenosha, WI 53140 (Owner), Ted Gement, BP Kenosha Travel Plaza, 1170 22nd Avenue, Kenosha, WI 53140 (Agent); for an amendment to a previously approved Conditional Use Permit to allow alcohol consumption on the premises in the B-3 Highway Business District on Tax Parcel # 82-4-222-193-0202 located in the southwest quarter of Section 19, Township 2 North, Range 22 East, Village of Somers. For informational purposes only, this property is located on the northwest corner of the intersection of 120th Avenue (the east frontage road of I-94) and County Trunk Highway "S".)**

Trustee Aupperle moved to approve request by Somers USA, LLC, 1170 22nd Avenue, Kenosha, WI 53140 (Owner), Ted Gement, BP Kenosha Travel Plaza, 1170 22nd Avenue, Kenosha, WI 53140 (Agent); for an amendment to a

previously approved Conditional Use Permit to allow alcohol consumption on the premises in the B-3 Highway Business District on Tax Parcel # 82-4-222-193-0202 located in the southwest quarter of Section 19, Township 2 North, Range 22 East, 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 June 22, 2022.
2. Subject to receiving approval of any required licenses/permits from the Village of Somers regarding the sale & consumption of alcohol on premises.
3. All other conditions contained in previously approved Conditional Use Permits for the property shall remain in effect.
4. Subject to Kenosha County zoning permit(s) being issued for any proposed structures including signage, new principal buildings or additions thereto, fences, accessory buildings, etc.
5. Subject to issuance of a revised Kenosha County Certificate of Compliance prior to opening of the bar/lounge to the public.
6. 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.
7. Any substantial change or expansion of the submitted plan of operation shall require the applicant to re-apply for a Conditional Use Permit to the Village of Somers for its review and approval.
8. If property ownership and/or tenant shall happen to change 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.
9. 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.

10. Execution of a Developer's Agreement between Golden Oil Co. and Somers USA, LLC and the Village of Somers.

11. Conditional use permit shall not be issued until such time as Golden Oil Co. and USA, LLC have corrected parking lot lights on Tax Parcel 82-4-222-193-0202 so that they are in compliance with Village Ordinances.

Seconded by Trustee Ostby. Motion carried 7-0 vote

Trustee Aupperle moved to amend the motion to adding the name Somers to the building in lieu of Kenosha Travel Plaza.

Seconded by Trustee Ostby.

ROLL CALL: Nelson aye, Sinnen nay, Stoner aye, Aupperle aye, Ostby aye, Harbach aye, Smith aye. Motion carried. 6-1 vote on amendment.

Action on proposed Second Amendment to Developer's Agreement between the Village of Somers and Golden Oil Co. and Somers USA, LLC

Trustee Aupperle moved to approve the Second Amendment to Developer's Agreement between the Village of Somers and Golden Oil Co. and Somers USA, LLC.

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

Approval of Operator's Licenses: Madelynn Arnsmeier

Trustee Harbach moved to approve the Operator's License for Madelynn Arnsmeier.

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

Adjourn

Trustee Harbach moved to adjourn at 5:57p.m.

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

Drafted this 29^h day of August by Brandi Baker Clerk/Treasurer

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

08/25/2022 03:27 PM

User: jmartin

DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
CHECK DATE FROM 08/25/2022 - 08/25/2022

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
08/25/2022	POOL	60712	REFUND TAX	AARON & JILL VITKUS	662.58
08/25/2022	POOL	60713	AED	AED ESSENTIALS	500.50
08/25/2022	POOL	60714	KREYE	ANDREW KREYE	1,155.00
08/25/2022	POOL	60715	SPECTRUM	CHARTER COMMUNICATIONS	344.16
08/25/2022	POOL	60716	SPECTRUM	CHARTER COMMUNICATIONS	21.90
08/25/2022	POOL	60717	DULANEY	CYNTHIA RENEE DULANEY	1,247.34
08/25/2022	POOL	60718	EMC	EMC INSURANCE COMPANIES	16,898.06
08/25/2022	POOL	60719	UHS001	FROEDTERT SOUTH INC	324.90
08/25/2022	POOL	60720	KEISLER	KATHY KEISLER	9.83
08/25/2022	POOL	60721	MCDEVITTS	MCDEVITTS TOWING & REPAIR	161.95
08/25/2022	POOL	60722	NAP001	NAPA AUTO PARTS	63.91
08/25/2022	POOL	60723	RICOHUSA	RICOH USA, INC	193.43
08/25/2022	POOL	60724	STAPLEAD	STAPLES	222.45
08/25/2022	POOL	60725	WEE001	WE ENERGIES	6,679.78
08/25/2022	POOL	60726	WEE001	WE ENERGIES	160.65
08/25/2022	POOL	60727	WEE001	WE ENERGIES	9.90

POOL TOTALS:

Total of 16 Checks:

28,656.34

Less 0 Void Checks:

0.00

Total of 16 Disbursements:

28,656.34

09/01/2022 02:36 PM
User: jmartin
DB: Somers

CHECK REGISTER FOR: VILLAGE OF SOMERS
CHECK DATE FROM 09/01/2022 - 09/01/2022

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
09/01/2022	POOL	13(S)	JEF001	JEFFERSON FIRE & SAFETY INC	0.00
09/01/2022	POOL	60728	AIR001	AIRGAS USA, LLC	337.72
09/01/2022	POOL	60729	HOP001	ANDREA & ORENDORFF LLP	5,176.80
09/01/2022	POOL	60730	BRUM	ANN BRUMBACK	47.15
09/01/2022	POOL	60731	AAC001	ASSOCIATED APPRAISAL	2,672.66
09/01/2022	POOL	60732	AT&T001	AT&T	115.44
09/01/2022	POOL	60733	BAT001	BATTERIES PLUS LLC	339.50
09/01/2022	POOL	60734	BAKER	BRANDI BAKER	777.48
09/01/2022	POOL	60735	TRI-VISA	CARDMEMBER SERVICE	1,328.70
09/01/2022	POOL	60736	CLEANTECH	CLEAN TECH SUPPLIES	282.50
09/01/2022	POOL	60737	EAGLE	EAGLE ENGRAVING, INC.	259.00
09/01/2022	POOL	60738	EME001	EMERGENCY MEDICAL PRODUCTS INC	2,360.13
09/01/2022	POOL	60739	FIRESERV	FIRE SERVICE INC	1,280.00
09/01/2022	POOL	60740	FIRESERV	FIRE SERVICES INC	2,282.30
09/01/2022	POOL	60741	GAT001	GATEWAY TECHNICAL COLLEGE	1,586.28
09/01/2022	POOL	60742	STO001	GEORGE STONER	311.99
09/01/2022	POOL	60743	JCLICHT	JC LICHT LLC	12.99
09/01/2022	POOL	60744	SOR001	JOHN E SORENSEN	58.72
09/01/2022	POOL	60745	JOHNS	JOHNS DISPOSAL SERVICE INC	60,553.40
09/01/2022	POOL	60746	KCCIRCUI	KENOSHA COUNTY CIRCUIT COURT	200.50
09/01/2022	POOL	60747	KWU002	KENOSHA WATER UTILITY	37,853.86
09/01/2022	POOL	60748	MEN001	MENARDS - RACINE	52.70
09/01/2022	POOL	60749	NOL001	RUSS NOLEN	793.26
09/01/2022	POOL	60750	STERICYCLE	STERICYCLE INC	15.25
09/01/2022	POOL	60751	TKITZ	TIMOTHY KITZMAN	20.50
09/01/2022	POOL	60752	UOC001	UNITED OCC MED &	186.00
09/01/2022	POOL	60753	WAM001	WILLIAM A MORRIS	149.42

POOL TOTALS:

Total of 27 Checks:	119,054.25
Less 0 Void Checks:	0.00
Total of 27 Disbursements:	119,054.25

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
09/08/2022	POOL	60755	AT&T001	AT&T	264.72
09/08/2022	POOL	60756	AT&TMOB	AT&T MOBILITY	626.43
09/08/2022	POOL	60757	AYRES	AYRES ASSOCIATES INC	19,496.42
09/08/2022	POOL	60758	BAXTER	BAXTER & WOODMAN	41,253.12
09/08/2022	POOL	60759	BAXTER	BAXTER & WOODMAN	11,083.75
09/08/2022	POOL	60760	DULANEY	CYNTHIA RENEE DULANEY	726.25
09/08/2022	POOL	60761	EME001	EMERGENCY MEDICAL PRODUCTS INC	781.51
09/08/2022	POOL	60762	JEF001	JEFFERSON FIRE & SAFETY INC	314,356.87
09/08/2022	POOL	60763	KEN002	KENOSHA COUNTY TREASURER	766.65
09/08/2022	POOL	60764	KWU001	KENOSHA WATER UTILITY	55,684.17
09/08/2022	POOL	60765	POIRIER	KEVIN POIRIER	840.00
09/08/2022	POOL	60766	OLENICZAK	OLENICZAK LAW LLC	1,572.90
09/08/2022	POOL	60767	SAMSMC	SAM'S CLUB MC/SYNCB	3,462.06
09/08/2022	POOL	60768	STAPLEAD	STAPLES	34.57
09/08/2022	POOL	60769	THEJOURNAL	THE JOURNAL TIMES	74.41
09/08/2022	POOL	60770	USPOST	US POSTMASTER	370.51
09/08/2022	POOL	60771	USA001	USABUEBOOK	175.37
09/08/2022	POOL	60772	WEE001	WE ENERGIES	95.49
09/08/2022	POOL	60773	WEE002	WE ENERGIES	88.30
09/08/2022	POOL	60774	WES001	WESTERN CULVERT & SUPPLY INC	898.40
09/08/2022	POOL	60775	WICOURT	WI COURT FINES & SURCHARGES	2,679.85
09/08/2022	POOL	60776	WIL002	WIL-KIL PEST CONTROL	168.70

POOL TOTALS:

Total of 22 Checks:	455,500.45
Less 0 Void Checks:	0.00
Total of 22 Disbursements:	455,500.45

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

MEETING DATE: September 13, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #7 Plan Commission Recommendation (J&M's Bar & Grill):

- a. Discussion and possible action on request by Eclectic LLC, PO Box 78, Somers, WI 53171 (Owner), Justin Traughber, PO Box 78, Somers, WI 53171 (agent), for a Conditional Use Permit amendment to allow for outside amplified music in the B-2 Community Business Dist. on Tax Parcel # 82-4-222-162-0010, located in the NW ¼ of Section 16, T2N, R22E, Village of Somers. (For information purposes only, this property is located at 8013 12th Street.)

BACKGROUND:

Eclectic, LLC (dba J&M's Bar & Grill) was granted a Conditional Use Permit (CUP) by the Board in August of 2021. This CUP allowed the business to have an outdoor dining and recreation area. The site is currently zoned B-2. The CUP limits the hours of operations for the outdoor/recreation area to 11 a.m. to 9 p.m.

In May, J&M's Bar & Grill applied for a cabaret license to hold outdoor music. The applicant was informed that the CUP would not permit these activities as it states, "There shall be no outside amplified music speakers or live music". They were 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 at the end of May.

PRIOR ACTION TAKEN:

The requisite public hearing for the amendment to their CUP held by the Plan Commission on July 11th. Several residents spoke out against the granting of the amendment. Their main concern was the noise that would be created.

Justin Traughber, with J&M's Bar & Grill spoke during the public hearing and stated that he did not want to have loud music on the patio. He stated that he was looking to have

someone with a guitar and an amplifier. His application states that the “music level will be appropriate to ensure that our customers can conversate and not be uncomfortable with over-loud music.”

The Plan Commission’s main concern was over any noise created by the suggested activities and how this could affect neighboring properties given the proximity of the homes. The Plan Commission’s recommendation (7-0) was to deny the request for an amendment to the CUP.

The Board discussed this at the July 19th Work session and Directed the Owner to hold a neighbor meeting.

For these activities to take place, J&M’s Bar and Grill also needed to go through the probationary period for a cabaret license. This item was placed on our July 12th Board Meeting. The Board tabled the matter.

Owner Justin Traughber held a “neighborhood meeting” at the Village Hall on August 15th. The purpose of the meeting was to address the concerns held by the surrounding neighbors. Invitations went out to the seventy-four neighbors that received the initial Notice of Public Hearing sent by the Village. There were seven attendees along with Trustee Smith. Concerns about noise occurrences from the parking lot was discussed, along with solutions to minimize future occurrences. After discussing the main reason for the meeting, owners Justin and Megan Traughber proposed the following:

- 1 to 2 artists (vocalist/guitarist)
- 1 to 2 events per month, weather permitting
- Music shall be played in the far east corner of the patio, adjacent to the east commercial building. To help with sound mitigation, speakers and other equipment will be positioned in the direction of the south vacant lot behind the patio; away from the only surrounding residential neighbor
- Music to cease no later than 9pm, allowing an appropriate time for all outdoor activities to end and patrons to move inside
- Permit/License is nontransferable

The neighbors suggested a 1-year probationary period with the following added stipulations:

- The immediate neighbors be notified via text/call one week in advance to the event
- All neighbors be provided with a direct/personal phone number to notify of a significant disturbance.

Based on the fact the “neighborhood meeting” was held on August 15th, the Board again reviewed and discussed this matter at our September 6th Work Session. Several Trustees spoke out in favor of granting the request with the stipulated conditions. While several other Trustees spoke out against the granting the of their request for fears that the outdoor music would change the feel of the neighborhood and how this would affect the current homeowners.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Given that no clear direction was given at the Work Session as to whether this matter would be up for approval or denial at our September 13th Board meeting, Administration would suggest that if this matter were to be recommended for approval, that Planner Godshall’s conditions as listed in his attached June 6th Memo are added to any motion for approval.

ATTACHMENTS:

Planning Memo dated 06/30/2022

Plan Commission Meeting Minutes 07/11/2022 – Highlighted

CUP Application

Correspondence from Applicant



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: 06-30-22
MTG DATE: 07-11-22
APPLN DATE: 05-26-22

PROJECT/SITE INFO:

1. Petitioner/Agent: Justin Traugher, J&M's Bar & Grill
2. Property Owner: Eclectic LLC
3. Location/Address: 8013 12th ST.
4. Tax key Number(s): 82-4-222-162-0010
5. Area: 0.41 acres
6. Existing Zoning: B-2 Community Business District
7. Proposed Zoning: B-2 Community Business District
8. Future Land Use: Mixed Use

OVERVIEW:

The Petitioner is requesting approval to amend their previously approved Conditional Use Permit, to allow for outdoor music.

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 dining and recreational 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 amend the previously approved CUP to have such outside music.

The Petitioner's narrative included with the submitted CUP application indicates they would like to provide live music/bands and other entertainment utilizing the exterior patio area. The narrative goes on to state that music levels will be appropriate so as to allow customers to conversate, and that music speakers would be directed southwards and away from the nearest residential neighbor (located approximately 150 feet to the west of the exterior patio area).

The Petitioner's intent is for outside music to conclude by 9pm.

STAFF RECOMMENDATION:

Should the Plan Commission choose to recommend approval of this application, staff would recommend the following conditions:



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

1. Subject to receiving any required licenses/permits (i.e. cabaret license) from the Village of Somers regarding the use of outside amplified music speakers.
2. Subject to the information and site plan contained in the submitted conditional use permit application dated May 26, 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 13, 2021 and recorded in the Kenosha County Register of Deeds on September 20, 2021) shall 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

Document #: **1910738**

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

Fee: **\$30.00** County: **KENOSHA** State: **WI**

REGISTER OF DEEDS: **JOELLYN M. STORZ**

Effective Date September 13, 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 lessees, agents or representatives, to utilize the premises known as 8013 12th Street, Kenosha, Wisconsin 53144, to operate on outside dining/recreation area, subject to the following conditions

Recording Area

Name and Return Address

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

6

82-4-222-162-0010

Parcel Identification Number (PIN)

- 1 This Conditional Use Permit is subject to the application of Eclectic, 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 23, 2021, including a survey, which indicates an approximately 3,900 sq ft outdoor dining and recreational area surrounded by 4 foot railing enclosure on the southeastern portion of the property directly south of the proposed building 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 restaurant shall be "J & M's Bar and Grill" 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
- 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 or in any building located thereon
- 8 There shall be no outside amplified music speakers or live music

- 9 Refuse containers shall be screened from view from public rights-of-way, adjacent properties or eating area. Screening for waste receptacle shall consist of a solid opaque fence of similar color and materials of main building, or masonry, and shall be a minimum of six (6) feet and maximum of eight (8) feet tall. Waste receptacles shall be enclosed on the fourth side with a gate to contain trash or other debris. The gate side of the waste receptacle shall be oriented toward the parking lot facing Highway E and is required to be always closed except for servicing by the waste management contractor and site users. Prior to the installation of such fencing, the owner shall submit to the Village for approval the description or sample of the fencing which is proposed to be installed. Installation of the fencing shall be completed no later than December 31, 2021.
- 10 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.
- 11 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/recreation area) shall require the applicant to reapply for a Conditional Use Permit to the Village of Somers for its review and approval.
- 12 There shall be no alcohol on any portion of the premises which is not licensed for alcohol consumption.
- 13 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.
- 14 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.
- 15 The undersigned recognizes and acknowledges that the violation of this condition or the violation of the prohibition of alcohol on the outdoor dining/recreation portion of the premises shall, in and by itself, constitute grounds for the immediate revocation of this conditional use permit.
- 16 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

- 17 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
- 18 The undersigned agrees to limit the hours of operations of the outdoor dining/recreation area of the premises from 11 00 a m until 9 00 p m
- 19 The area to be utilized for outdoor dining/recreation area shall be as depicted on the attached Exhibit "B" which is incorporated by reference This area shall be completely enclosed by a fence and shall be accessible only from the interior of the licensed premises Provisions shall be made for an emergency exit from the enclosed area, which access shall be kept closed at all times other than in an emergency The fencing enclosing this area as of the date of this permit complies with this requirement
- 20 It is the 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

Dated at Somers, Wisconsin, this 13 day of September, 2021

OWNER
Eclectic, LLC

By [Signature]
Printed Name Justin Traugber, its owner

STATE OF WISCONSIN)
) SS
COUNTY OF KENOSHA)

Personally came before me this 13th day of September, 2021, the above named Justin Traugber, on behalf of Eclectic, LLC, 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

DAVIS LAW OFFICE, LTD
55th Street, Kenosha, Wisconsin 53140
Telephone No (262) 657-5165 Fax No (262) 657-5517 Email dmltd@sbeglobal.net

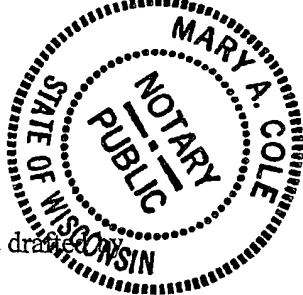
Page 3

TENANT

By [Signature]
Printed Name Justin Traugber, as tenant

STATE OF Wisconsin)
) SS
COUNTY OF Kenosha)

Personally came before me this 18th day of September, 2021, the above named Justin Traugber, on behalf of Eclectik, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same



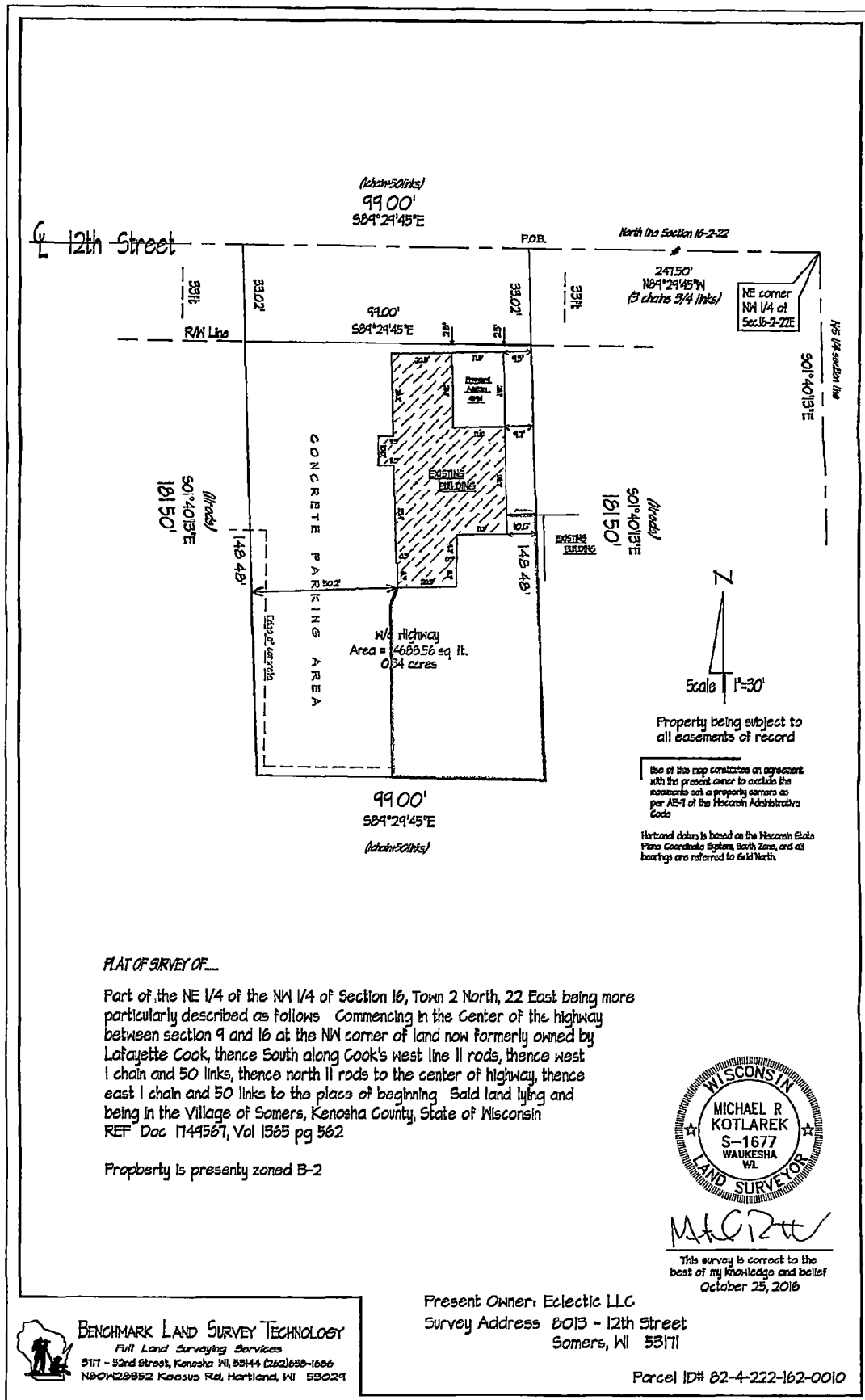
[Signature]
Printed Name Mary A. Cole
Notary Public, Kenosha County, WI
My Commission expires 6/11/22

This instrument was drafted by
Attorney Jeffrey J Davison
DAVISON LAW OFFICE, LTD

LEGAL DESCRIPTION:

Part of Section 16, Town 2 North, Range 22 East of the Fourth Principal Meridian and described as Commencing in the center of the highway 3 chains and 3/4th of a link West of the 1/4 stake between Sections 9 and 16 in the Northwest corner of land now and formerly owned by Lafayette Cook, thence South along Cook's West line 11 rods, thence West 1 chain and 50 links, thence North 11 rods to the center of highway, thence East 1 chain and 50 links to the place of beginning, lying and being in the Village of Somers, County of Kenosha and State of Wisconsin

Tax Key No 82-4-222-162-0010





Village of Somers Proceeding from the Village Plan Commission Meeting July 11, 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 Aiello, Gardinier, Boxx, Lee, and Grimes. Commissioner Fredrick came at 5:43 p.m.

Staff Present in person: Administrator Jason Peters, Assistant to the Administrator Cassandra Bodenbach, and Fire Chief Ben Andersen.

Kenosha County Planners: Luke Godshall

2. Pledge of Allegiance

Chairman Stoner led everyone in stating the Pledge of Allegiance.

3. Approve Minutes of June 13, 2022

Commissioner Boxx moved to approve to the Minutes from the June 13th Meeting. Seconded by Commissioner Aiello. Motion carried. 6-0 vote.

4. Correspondence

Email from Steve Lichter.
Letter from Residents with signatures.

5. Citizen Comments

None.

6. Conditional Use Permit:

Public Hearing and Action on Request by: Eclectic LLC, PO Box 78, Somers, WI 53171 (Owner), Justin Traugher, PO Box 78, Somers, WI 53171 (agent), requesting a Conditional Use Permit amendment to allow for outside amplified music in the B-2 Community Business Dist. on Tax Parcel # 82-4-222-162-0010, located in the NW ¼ of Section 16, T2N, R22E, Village of Somers. (For information purposes only, this property is located at 8013 12th Street.)

Public Hearing was opened at 5:31 p.m.

Public Comment:

George Wojtak, 8111 12th Street

Mr. Wojtak brought a letter from June 17, 2022 in response to J&M's letter that is on file with the Clerk. The letter contained complaints about noise, fights, traffic, and parking at the establishment along with eleven (11) signatures of surrounding residents agreeing to said complaints.

Jim Tabbert, 8114 12th Place

Jim's house is directly in the path of the amplified music and current music that drifts from the establishment. He is not in favor of the amplified music being discussed. Mr. Tabbert did not want music to go past 9 pm. The patio conditions as they are, are fine.

Linda Wawiora, 8101 12th Street

Linda is not against the music but has severe concerns with the parking lot situation. Most of the easement is blocked daily as well as burnouts happening past 2 a.m. She understands that what happens in the parking lot after hours is out of the owner's control to a degree.

Justin Traugher, 8013 12th Street

Justin has owned J&M's for two years and been a part of the establishment for twenty (20). In the last two years, there have only been two incidents. There is an annual party hosted and I am just looking for one or two people singing with a guitar and maybe a speaker: possibly Saturday and Sunday afternoons. I submitted a seven-page, detailed letter, site plan, etc., with the application to the Village. I work 67 hours a week and if the music is too loud, I will turn it down. I donate my time to my community and run fundraisers for residents, neighbors, and friends. All these complaints are shocking and slanderous because everyone has been misinformed and interpreting it to others, skewing it more.

Public Hearing was closed as 5:47 p.m.

Commissioner Boxx moved the motion to request a Conditional Use Permit amendment to allow for outside amplified music. Seconded by Lee.

Commissioner's Discussion:

Commissioner Lee supports the neighbors, but if it is not amplified music there is room for compromise. Parking seems to be a bigger issue and where does the Village stand?

Commissioner Fredrick: asked Justin if there were bands. Justin responded, no, there will be none. Fredrick anticipated this may happen after the approvals for the biergarten and received several emails from residents concerned about J&M's request for amplified music. He is in agreement that the parking is an issue, especially if there will be more draw with the entertainment. Will the occupancy limit be exceeded?

Commissioner Aiello: Commission Fredrick addressed his concern on exceeding the occupancy limit. Kenosha is cracking down on it. Bring more patrons which will bring more vehicles, so we need to be cognoscente of homeowners in the area. I am not in favor of every week, but special events seem fine – a few selected days.

Commissioner Boxx: A long-time customer of Justin's, but your neighbors were there long before you and appreciate what you want to do. However, you knew what you were buying. Just giving the location and proximity of neighbors, I could not agree to amplified or live music. Considering the proximity of the neighbors, I wouldn't agree to any music at all.

Commissioner Grimes: Also sensitive to the neighbors. Possibly limit the time and agree to a two-year probationary period? Tell the Sheriffs it is in their CUP if there were any calls.

Commissioner Stoner: Also received several emails and had conversations with residents on this topic. Administrator Peters mentioned, according to the CUP, amplified music is not allowed for tavern or any business with a liquor license, especially in a residential area. Even if the music is only one or two people, it is still amplified with a speaker and live.

Commissioner Gardinier: Questioned the amplified portion. I try to put myself on both sides – is there a way we can satisfy both sides? Is there a way to not have it in the CUP and make it a Special Events Permit?

Amended motion to deny amendment to conditional use permit to allow for amplified music at J&M's Bar and Grill. Moved by Commissioner Boxx. Seconded by Aiello.

Roll Call: Gardinier – deny, Boxx – deny, Aiello – deny, Stoner – deny, Fredrick – deny, Lee – deny, Grimes – deny.

Motion passed 7-0 vote.

7. **Rezone:**

Public Hearing and Action on Request by: Carol F Grohs Trust & Delmar R and Jeanne V Golbricht Trust, 10812 Burlington Rd, Kenosha WI 53144; Deborah K Kahana & John P Parmentier, 10610 Burlington Rd, Kenosha WI 53144-7448; Michael C Sarauer, 10524 Burlington Rd, Kenosha WI 53144 (owners), Joe Podge, Stream Realty, 226 N. Morgan St., Suite 500, Chicago, IL 60607 (Agent), requests a rezoning from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist., R-2 Suburban Single-Family Residential Dist. & R-3 Urban Single-Family Residential Dist. to BP-1 Business Park Dist. & PUD Planned Unit Development Overlay Dist., on Tax Parcel #s 82-4-222-194-0101, 82-4-222-301-0050, 82-4-222-301-0040 & 82-4-222-301-0030, located in the SE ¼ of Section 19 and the NE ¼ of Section 30, T2N, R22E, Village of Somers. *(For information purposes only, this property is located at 10610 Burlington Road, 10812 Burlington Road, and 10524 Burlington Road.*

Public Hearing opened at 6:04 p.m.

Public Comment:

Gregg Sinnen, 3190 100th Ave.

I spoke on similar projects and this development is getting closer and closer to residential areas. Please be vigilant on the noise, lights, etc. I just ask that all boxes be checked and would like to thank the developers for the neighborhood invitation for the special meeting they had. It shows much caring, and we appreciate you listening to our input.

Stream Realty, Patrick Russo, Market Leader in Chicago for the Midwest

The meeting was equally informational for us and we want to hear from the community and be a part of it. Stream has been around for 25 years and have 32 million feet on our pipeline and want to build a great product for the community.

Public Hearing closed at 6:10 p.m.

Commissioner Boxx made the motion to approve rezoning from A-1 Agricultural Preservation Dist., A-2 General Agricultural Dist., R-2 Suburban Single-Family Residential Dist. & R-3 Urban Single-Family Residential Dist. to BP-1 Business Park Dist. & PUD Planned Unit Development Overlay District. Seconded by Fredrick.

Commissioner's Discussion:

None

Motion passed 7-0 vote.

8. Site Plan & Exterior Fenestration Reviews:

Action on Request by: Carol F Grohs Trust & Delmar R and Jeanne V Golbricht Trust, 10812 Burlington Rd, Kenosha WI 53144; Deborah K Kahana & John P Parmentier, 10610 Burlington Rd, Kenosha WI 53144-7448; Michael C Sarauer, 10524 Burlington Rd, Kenosha WI 53144 (owners), Joe Podge, Stream Realty, 226 N. Morgan St., Suite 500, Chicago, IL 60607 (Agent), requests approval of site plan and exterior fenestration on Tax Parcel #s 82-4-222-194-0101, 82-4-222-301-0050, 82-4-222-301-0040 & 82-4-222-301-0030, located in the SE ¼ of Section 19 and the NE ¼ of Section 30, T2N, R22E, Village of Somers.

Commissioner Boxx moved to approve site plan and exterior fenestration. Seconded by Aiello.

Commissioner's Discussion:

There were several discussions on stormwater, storm-sewer, runoff, etc. Adam Artz with Pinnacle Engineering gave detailed explanations and information. He also addressed concern with the Des Plaines river and if it could ever be "tapped out".

Discussions on access points and concerns with Kenosha County's new Access Plan. Commissioner Lee had concerns for safety, if the Village has the capacity to service all the developments with their equipment and staff. Administrator Peters and Chairman Stoner mentioned they have had several meetings with the County about the access points and rules.

Motion passed 7-0 vote.

9. Adjourn

Commissioner Boxx moved to adjourn at 6:50 p.m. Seconded by Aiello.

Motion carried. 7-0 vote.

Drafted this 13th day of July 2022. These minutes are not official until approved by the Plan Commission. Submitted by Cassandra Bodenbach, Assistant to the Village Administrator

CONDITIONAL USE PERMIT

Document Number

Document Title

Effective Date: September 13, 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 lessees, agents or representatives, to utilize the premises known as 8013 12th Street, Kenosha, Wisconsin 53144, to operate on outside dining/recreation area, subject to the following conditions:

1. This Conditional Use Permit is subject to the application of Eclectic, 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 23, 2021, including a survey, which indicates an approximately 3,900 sq. ft. outdoor dining and recreational area surrounded by 4 foot railing enclosure on the southeastern portion of the property directly south of the proposed building 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 restaurant shall be "J & M's Bar and Grill". 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.
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 or in any building located thereon.
8. There shall be no outside amplified music speakers or live music.

Document #: **1910738**

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

82-4-222-162-0010

Parcel Identification Number (PIN)

9. Refuse containers shall be screened from view from public rights-of-way, adjacent properties or eating area. Screening for waste receptacle shall consist of a solid opaque fence of similar color and materials of main building, or masonry, and shall be a minimum of six (6) feet and maximum of eight (8) feet tall. Waste receptacles shall be enclosed on the fourth side with a gate to contain trash or other debris. The gate side of the waste receptacle shall be oriented toward the parking lot facing Highway E and is required to be always closed except for servicing by the waste management contractor and site users. Prior to the installation of such fencing, the owner shall submit to the Village for approval the description or sample of the fencing which is proposed to be installed. Installation of the fencing shall be completed no later than December 31, 2021.
10. 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.
11. 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/recreation area) shall require the applicant to reapply for a Conditional Use Permit to the Village of Somers for its review and approval.
12. There shall be no alcohol on any portion of the premises which is not licensed for alcohol consumption.
13. 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.
14. 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.
15. The undersigned recognizes and acknowledges that the violation of this condition or the violation of the prohibition of alcohol on the outdoor dining/recreation portion of the premises shall, in and by itself, constitute grounds for the immediate revocation of this conditional use permit.
16. 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.

17. 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.
18. The undersigned agrees to limit the hours of operations of the outdoor dining/recreation area of the premises from 11:00 a.m. until 9:00 p.m.
19. The area to be utilized for outdoor dining/recreation area shall be as depicted on the attached Exhibit "B" which is incorporated by reference. This area shall be completely enclosed by a fence and shall be accessible only from the interior of the licensed premises. Provisions shall be made for an emergency exit from the enclosed area, which access shall be kept closed at all times other than in an emergency. The fencing enclosing this area as of the date of this permit complies with this requirement.
20. It is the 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.

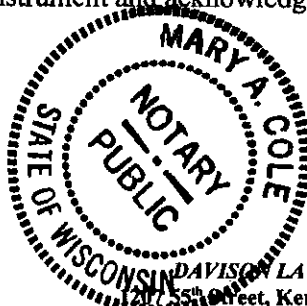
Dated at Somers, Wisconsin, this 13 day of September, 2021.

OWNER
Eclectic, LLC

By: [Signature]
Printed Name: Justin Traugber, its owner

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

Personally came before me this 13th day of September, 2021, the above named Justin Traugber, on behalf of Eclectic, LLC, 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

DAVISON LAW OFFICE, LTD.
5th Street, Kenosha, Wisconsin 53140
Telephone No. (262) 657-5165 Fax No. (262) 657-5517 Email: dmltd@sbcglobal.net

Page 3

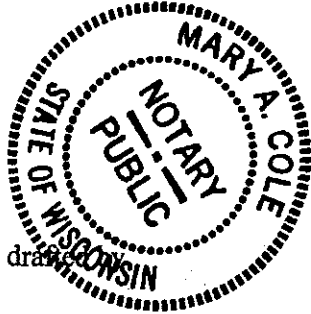
TENANT

By: [Signature]

Printed Name: Justin Traugber, as tenant

STATE OF Wisconsin)
) SS.
COUNTY OF Kenosha)

Personally came before me this 18th day of September, 2021, the above named Justin Traugber, on behalf of Eclectc, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]
Printed Name: Mary A. Cole
Notary Public; Kenosha County, WI
My Commission expires 6/11/22

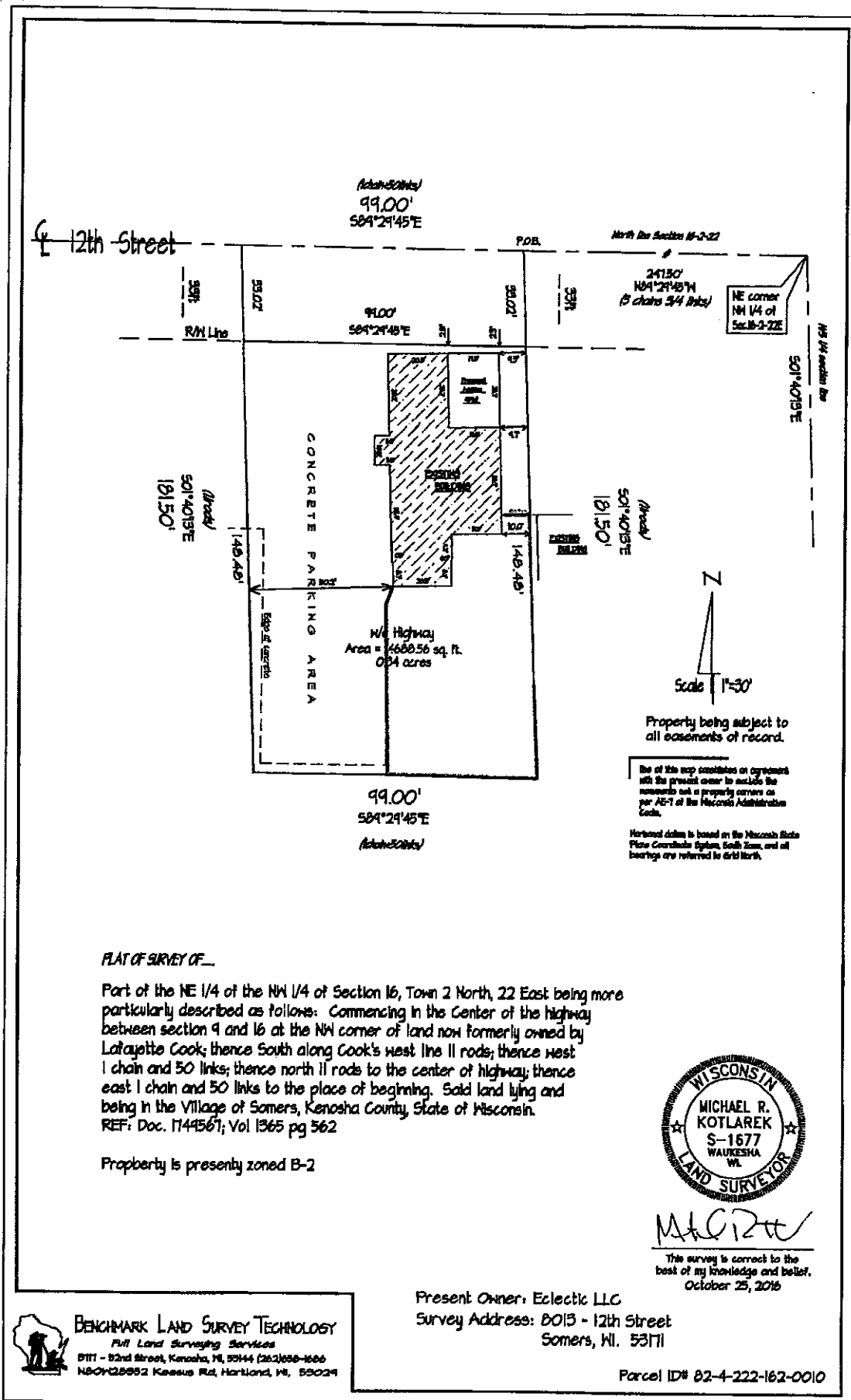
This instrument was drawn

Attorney Jeffrey J. Davison
DAVISON LAW OFFICE, LTD.

LEGAL DESCRIPTION:

Part of Section 16, Town 2 North, Range 22 East of the Fourth Principal Meridian and described as: Commencing in the center of the highway 3 chains and 3/4th of a link West of the 1/4 stake between Sections 9 and 16 in the Northwest corner of land now and formerly owned by Lafayette Cook; thence South along Cook's West line 11 rods; thence West 1 chain and 50 links; thence North 11 rods to the center of highway; thence East 1 chain and 50 links to the place of beginning, lying and being in the Village of Somers, County of Kenosha and State of Wisconsin.

Tax Key No. 82-4-222-162-0010



Justin Traughber
J&M's Bar & Grill (Eclectic LLC)
Justin8259@gmail.com



Somers Plan Commission / Board,

I, Justin Traughber and Megan Strandell hosted a neighborhood meeting on August 15th, 2022, to have an open discussion to address any of concerns and support of our pending request to allow “amplified music” outside on the patio. We invited the 74 neighbors/addresses vial mail (*Attachment 1*) that received the initial *Notice of Public Hearing* issued June 17th, 2022. Although we received support from many people, we believe this meeting was beneficial for both parties to improve our communication/understanding amongst each other. Below is summary of our meeting/discussion.

Attendees: Jim Tabbert, Teresa Tabbert, Linda Wawiorka, George Wojtak, Kathy Wojtak, Steve Nelson, and Shelly Nelson.

Board Member Present: Joe Smith

The meeting began with casual conversation on issues that our immediate neighbors explained to us. Their main concern was the few occurrences of loud noises (laughing, arguing, talking loudly, etc.) in the parking lot during and after bar close. As Megan and I believe those occurrences are rare considering the number of days we are open throughout the year, we respect our neighbors and their concerns. For instance, we have paid for parking poles recently to appease our closest neighbor and show respect for her property. We believe we have tried to minimize noise when applicable in the past, but we acknowledge that we can do more. By adding signage on the doors to the parking lot, training our staff and talking to our patrons we can decrease sound/loitering in hopes to satisfy all. We also believe a lot of this sound is caused by people having to smoke outside and, in the future, we strongly believe we can almost eliminate these issues by building a smoking room. At the end of this discussion, both parties came to a level of understanding and trust that the issues were acknowledged and will be improved.

The focus was then transitioned to the main reason of the gathering to discuss the live music outside on patio. Support was presented on having music and the benefits for our customers and business. We also described the type of music and demographics that we aim to host. Historically, our family business has not been problem with the law, and we take pride in continuing to run a strict, safe, and clean business environment that is enjoyed by many in our community. We emphasized that in almost two years of ownership, we have received zero citations, warnings, violations, underage drinking against our license/establishment.

Megan and I then present the proposal which included the following:

- 1 to 2 artists (vocal/guitarist)
- 1 to 2 events per month while weather permits
- Music will be played in the far east corner of the patio, adjacent to the east commercial building. To help with sound mitigation, speakers and other equipment will be pointed in the direction of the south vacant lot behind the patio; away from the only surrounding residential neighbor
- Music to conclude earlier than 9pm, allowing an appropriate time for all outdoor activities to end and our patrons to move inside.
- Permit/License is nontransferable.

Justin Traughber
J&M's Bar & Grill (Eclectic LLC)
Justin8259@gmail.com



With no disagreement to our proposal above, Jim Tabbert then present a 1-year probationary trial with the following stipulations added/reiterated:

- Maximum of 2 band members
- No more than 2 events a month
- The immediate neighbors to be notified via text/call, one week in advance of the event
- Music only between the hours of 11am to 9pm
- All neighbors asked for our direct/personal phone number(s) to notify us of a significant disturbance

Following Jim Tabbert's proposal, we agreed that those were reasonable requests. We requested that the first notification/disturbance call during an event will mean that we lower and/or modify the event or patrons. If we receive a reasonable second notification from our neighbors during the same event, we will then shut the event down. The 1-year probationary period is not terminated if an event is shut down and after the one-year period, we will review the success rate compared to the number of events for permit renewal.

All neighbors present agreed to the criteria listed above and the meeting was cordially concluded.

Thank you,

A handwritten signature in black ink, appearing to read 'Justin Traughber'. The signature is stylized with a large, sweeping 'J' and a long, horizontal stroke at the end.

Justin Traughber

Justin Traughber
J&M's Bar & Grill (Eclectic LLC)
Justin8259@gmail.com



Attachment 1

Somers Neighbors,

I, Justin Traughber, owner of J&M's Bar & Grill (formerly Tina's Somers Inn) am writing you in response/regards to the *Notice of Public Hearing* issued June 17th, 2022 that you received from the Village on our request to amend our current Conditional Use Permit for our new outdoor patio for "amplified music". We've had a tremendous amount of support for this request from many residents of the neighborhood, while at the same time there has been a disruption/discomfort for a couple neighbors/individuals on our request. This has been a long process, which we believe the communication/understanding amongst each other can be better.

I, Megan, and our staff/family work very hard to provide a clean, safe neighborhood Bar & Grill to provide our customers and community an enjoyable experience. This establishment has been a part of the family for over 23 years, and we understand that we own a business in a residential area. I resigned from my career to keep this staple in the family. We are proud to be one of the small businesses in Somers that many enjoy. The Village of Somers is constantly growing with big corporations, housing, museums, and franchises. All the while, us small business owners are thriving for improvement and are desperate to keep up with the changing times.

Many of you have signed our petition in support and read the letter(s) of our true intentions on what we're trying to accomplish; we thank you for that. However, there's still some miscommunication or misunderstanding within our full neighborhood that we are passionate on overcoming.

We are asking for your trust and support to allow us to occasionally hold outside music on our patio. Here is our initial proposal:

Outdoor Amplified Music:

- 1 to 2 artists (vocal/guitarist)
- 1 to 2 events per month while weather permits
- Music will be played in the far east corner of the patio, adjacent to the east commercial building. To help with sound mitigation, speakers and other equipment will be pointed in the direction of the south vacant lot behind the patio; away from the only surrounding residential neighbor
- Music to conclude earlier than 9pm, allowing an appropriate time for all outdoor activities to end and our patrons to move inside.
- Permit/License is nontransferable.

As a recipient of this letter, we request your attendance at the Village of Somers Town Hall at 6:00 pm on Monday, August 15th, to have an open discussion amongst each other to address any concerns and support of this request.

Thank you,

Justin Traughber



www.somers.org

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

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

MEETING DATE: September 13, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #8 Action on change order #1 from Willkomm Excavating & Grading, Inc. in the amount of \$13,035 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 was listed in our TID #1 CIP was 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.

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

The Village has received a request for a change order. The change order requests payment for the removal of excessive topsoil and replacement of granular backfill at the Becknell site. The amount requested is for an additional \$13,035. This amount would have to come from our cash on hand and be added to the TID for repayment.

PRIOR ACTION TAKEN:

This matter was reviewed at our September 6th Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Engineer Biwer recommends approval of change order #1 from Willkomm Excavating & Grading, Inc. in the amount of \$13,035 for work on 2022 Water Mains (Becknell & First Park 94). In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve change order #1 from Willkomm Excavating & Grading, Inc. in the amount of \$13,035 for work on 2022 Water Mains (Becknell & First Park 94)”

ATTACHMENTS:

Change Order #1 – Willkomm Excavating & Grading, Inc.

00 63 63

CHANGE ORDER #1

PROJECT: 2022 Water Mains

DATE OF ISSUANCE: July 20, 2022

OWNER: Village of Somers
7511 12th St.
Somers, WI 53171

ENGINEER: Baxter & Woodman, Inc.
256 S. Pine St.
Burlington WI, 53105

CONTRACTOR: Willkomm Excavating & Grading, Inc.
17108 County Line Road
Union Grove, WI 53182

ENGINEER's Project No. 212121.60

You are directed to make the following changes in the Contract Documents:

Description: Over excavate topsoil under future road and replace with granular material.

Purpose of Change Order: An excessive depth of topsoil within a future road subgrade, Section A: Sta 21+50 to 23+00, was found adjacent to the watermain. Removal of topsoil and replacement with granular material is required. The cost is based on 165 cubic yards of removal and replacement at \$79/CY.

Attachments: Contractor letter dated July 1, 2022 with the cost per cubic yard. E-mail with quantity agreed upon with contractor.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,099,968.80

Previous Change Orders:
No. - to No. 1 \$0.00

Current Contract Price: \$1,099,968.80

Net increase of this Change Order: \$13,035.00

Contract Price with this Change Order: \$1,113,003.80

CHANGE IN CONTRACT TIME:

Original Contract Time:
Substantial Completion: July 1, 2022
Completion: August 26, 2022

Change from previous Change Orders: None

Current Contract Time:
Substantial Completion: July 1, 2022
Completion: August 26, 2022

Net Increase of this Change Order: None

Contract Time with this Change Order:
Substantial Completion: July 1, 2022
Completion: August 26, 2022

PREPARED BY:
BAXTER & WOODMAN, INC.

APPROVED:
VILLAGE OF SOMERS, WI

ACCEPTED:
Willkomm Exc. & Grading, Inc.

By Brett D. Biwer
Brett D. Biwer, P.E.
Project Manager

By George Stoner
George Stoner
Village President

By Nicholas Willkomm
Nicholas Willkomm
President

CHANGE ORDER FORM

00 63 63-1



W i l l k o m m E x c a v a t i n g & G r a d i n g , I n c .

July 1, 2022

Attn: Mr. Brett Biwer
Baxter & Woodman

RE: Somers Watermains 2022
Change Order Request (#COR 001)

Dear Mr. Biwer,

We hereby submit Change Order Request 001 for the following authorized extra work:

- Unsuitable soils - excavation, haul off, and structural backfill (Grade 2) **ADD: \$79.00 per CY**

Note:

- This is to be tracked under a per CY basis and charged.

Please process and issue a contract change order for the above amount.

If you have any questions or concerns please feel to contact me.

Sincerely,

Nathan Willkomm
Project Manager

Brett D. Biwer

From: James Frederick
Sent: Tuesday, July 19, 2022 7:55 AM
To: Brett D. Biwer
Subject: Granular Backfill QTY (Becknell)

From the remove and replace of material to grade 2 under the future road. Mark and I measured and calculated **165 CY** of grade 2 that is below existing grade and not including the 1-foot of topsoil that would have been a part of the original contract.

If you have any questions, let me know.

James Frederick
Construction Manager



direct: 815.444.3343 | mobile: 262.732.2485

email: jfrederick@baxterwoodman.com

www.baxterwoodman.com

256 South Pine Street., Burlington, WI 53105

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

MEETING DATE: September 13, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #9 Discussion and possible action on request for partial payment #1 (\$433,727.72) and final payment (\$22,827.78) from Payne and Dolan in the amount of \$456,555.50 for the 2022 Roadway Improvements Program ((22nd Street (5000 Block to Green Bay Road), 4th Street, 49th Avenue, & 5th Place, 28th Avenue (CTH KR to Termination))

BACKGROUND:

On May 24, 2022, the Village Board awarded the bid for the 2022 Roadway Improvements Program ((22nd Street (5000 Block to Green Bay Road), 4th Street, 49th Avenue, & 5th Place, 28th Avenue (CTH KR to Termination)) to Payne and Dolan in the amount of \$460,120.17. Payne and Dolan. has submitted its partial payment #1 (\$433,727.72) and final payment (\$22,827.78) requests for payment in the amount of \$456,555.50.

PRIOR ACTION TAKEN:

The request for partial payment #1 and request for final payment have not been previously reviewed by the Board.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

The project was substantially completed in mid-July. The amount requested is less than the contracted amount due to less quantities needed for the project. Engineer Biwer has reviewed the requests and recommends approval of 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 #1 (\$433,727.72) and final payment (\$22,827.78) from Payne and Dolan in the amount of \$456,555.50 for the 2022 Roadway Improvements Program ((22nd Street (5000 Block to Green

Bay Road), 4th Street, 49th Avenue, & 5th Place, 28th Avenue (CTH KR to Termination))

ATTACHMENTS:

Engineer Biwer's Recommendation Payment Request #1 and Final Request

August 23, 2022

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

Subject: 2022 Roadway Improvements -- Payment Recommendation

Dear Brandi,

Enclosed is an Application for Payment from Payne & Dolan, Inc., Contractor, for work performed for the 2022 Roadway Improvements Project. Partial lien waivers and the sworn statement are also attached. The following is our opinion of the amount due and payable to the Contractor:

Contract Price	\$460,120.17
Work Completed to Date	\$456,555.50
Less Amount Retained	<u>(\$22,827.78)</u>
Subtotal	\$433,727.72
Less Previous Payments	<u>(\$0.00)</u>
Total Amount Due for Partial Payment 1	\$433,727.72

We recommend payment to Payne & Dolan, Inc. for \$433,727.72.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Brett D. Biwer

Brett D. Biwer, P.E.

BDB/bdb

Encs.

C/encs.: Jason Peters, Administrator (email)
Doug Snyder, Village Engineer (email)
Shane Hollerich, Payne & Dolan, Inc. (email)

P:\SOMEV\220693-2022 ROADWAY IMPROVE\60-CONSTRUCTION\PAY REQUESTS\PAY REQUEST #1\PAY REQUEST #1
RECOMMENDATION.DOC

Contractor's Application for Payment No.

1

Application Period: June 1, 2022 thru August 1, 2022		Application Date: August 18, 2022
To (Owner): Village of Somers	From (Contractor): Payne & Dolan, Inc.	Via (Engineer): Baxter & Woodman
Project: 2022 Roadway Improvements	Contract: Village of Somers 2022 Roadway Improvements	
Owner's Contract No.:	Contractor's Project No.: 253730	Engineer's Project No.: 220693

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$	\$460,120.17
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$460,120.17
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$456,555.50
5. RETAINAGE:		
a. 5% X \$456,555.50 Work Completed.....	\$	\$22,827.78
b. X Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$22,827.78
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$433,727.72
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	
8. LESS LIQUIDATED DAMAGES	\$	
9. LESS ADDITIONAL ENGINEERING COSTS	\$	
10. AMOUNT DUE THIS APPLICATION.....	\$	\$433,727.72
11. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	\$22,827.78

Contractor's Certification

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

By:

[Signature]

Date: 8/18/2022

Payment of:

\$433,727.72

(Line 10 or other - attach explanation of the other amount)

is recommended by:

Brett D. Buiver

8/23/22

Baxter & Woodman

(Date)

Payment of:

\$

433,727.72

(Line 10 or other - attach explanation of the other amount)

is approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract): Village of Somers 2022 Roadway Improvements					Application Number: 1			
Application Period: 06/01/2022 through 08/01/2022					Application Date: 8/18/2022			
A		B	Work Completed		E	F		G
Item		Scheduled Value	C	D	Quantities Completed to Date	Total Completed and Stored to Date (C + D + E)	% (E) B	Retainage Held 5%
Specification Section No.	Description		From Previous Application (C+D)	This Period				
1	MOBILIZATION	\$ 2,250.00	\$ -	\$ 2,250.00	1.00	\$ 2,250.00	100.0%	\$ 112.50
2	CONSTRUCTION LAYOUT & STAKING	\$ 720.96	\$ -	\$ 720.96	1.00	\$ 720.96	100.0%	\$ 36.05
3	PULVERIZING EXISTING ASPHALTIC PAVEMENT	\$ 28,313.84	\$ -	\$ 28,313.84	12988.00	\$ 28,313.84	100%	\$ 1,415.69
4	ASPHALT DRIVEWAY REMOVAL	\$ 15,585.28	\$ -	\$ 12,176.00	800.00	\$ 12,176.00	78.1%	\$ 608.80
4b	CONCRETE DRIVEWAY REMOVAL	\$ 3,440.40	\$ -	\$ 3,440.40	94.00	\$ 3,440.40	100.0%	\$ 172.02
5	BASE REPAIR - 1-1/4 BASE AGGREGATE DENSE	\$ 34,245.89	\$ -	\$ 50,082.56	1402.48	\$ 50,082.56	146.2%	\$ 2,504.13
6	HMA 3LT BINDER	\$ 151,183.20	\$ -	\$ 158,045.84	1756.26	\$ 158,045.84	104.5%	\$ 7,902.29
6b	HMA 5LT SURFACE	\$ 130,935.26	\$ -	\$ 127,978.95	1277.49	\$ 127,978.95	97.7%	\$ 6,398.95
7	HOT-MIX ASPHALT DRIVEWAY	\$ 41,901.93	\$ -	\$ 22,023.54	154.00	\$ 22,023.54	52.6%	\$ 1,101.18
8	CRUSHED LIMESTONE SHOULDER	\$ 18,701.06	\$ -	\$ 18,701.06	8618.00	\$ 18,701.06	100.0%	\$ 935.05
9	MANHOLE FRAME ADJUSTMENT (28TH AVE)	\$ 3,300.00	\$ -	\$ 2,200.00	2.00	\$ 2,200.00	66.7%	\$ 110.00
10	CULVERT REMOVAL - 15" CMP	\$ 900.00	\$ -	\$ 900.00	30.00	\$ 900.00	100.0%	\$ 45.00
10b	CULVERT REMOVAL 14X23" CMP	\$ 1,295.00	\$ -	\$ 1,295.00	37.00	\$ 1,295.00	100.0%	\$ 64.75
10c	CULVERT REMOVAL 24" CMP	\$ 1,050.00	\$ -	\$ 1,050.00	30.00	\$ 1,050.00	100.0%	\$ 52.50
11	CULVERT INSTALLATION 15" CMP	\$ 5,850.00	\$ -	\$ 6,240.00	32.00	\$ 6,240.00	106.7%	\$ 312.00
11b	CULVERT INSTALLATION 14X23" CMP	\$ 8,510.00	\$ -	\$ 8,970.00	39.00	\$ 8,970.00	105.4%	\$ 448.50
11c	CULVERT INSTALLATION 24" COMP	\$ 6,900.00	\$ -	\$ 7,130.00	31.00	\$ 7,130.00	103.3%	\$ 356.50
12	RESTORATION OF LAWNS AND PARKWAYS	\$ 1,679.12	\$ -	\$ 1,679.12	1.00	\$ 1,679.12	100.0%	\$ 83.96
13	TRAFFIC CONTROL AND PROTECTION	\$ 3,358.23	\$ -	\$ 3,358.23	1.00	\$ 3,358.23	100.0%	\$ 167.91
	Totals	\$ 460,120.17	\$ -	\$ 456,555.50		\$ 456,555.50	100.0%	\$ 22,827.78

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

State of Wisconsin) SS
County of Kenosha)

PO # _____

The affiant, Raymond A. Postotnik being duly sworn, on oath, deposes and says that he/she is
Agent of Payne & Dolan, Inc. that
has a contract with Village of Somers contractor for
Asphalt Paving on the following described premises in said County, to-wit:

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 amounts paid and the amounts due or to become due as such.

1	2	3	4	5	6	7
Name & Telephone	Kind of Work	Adjusted Total Contract Incl. Extras & Credits	Total Retained Including This Application	Net Previously Paid	Net Amount of This Payment	Balance to Become Due (Incl. Ret.)
Payne & Dolan Inc.	Asphalt Paving	\$ 426,820.85	\$ 21,326.03	\$ -	\$ 405,494.82	\$ 21,326.03
AW Oakes & Sons	Sewer	\$ 29,734.65	\$ 1,501.75	\$ -	\$ 28,232.90	\$ 1,501.75
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 456,555.50	\$ 22,827.78	\$ -	\$ 433,727.72	\$ 22,827.78

AMOUNT OF ORIGINAL CONTRACT \$ 460,120.17
EXTRAS TO CONTRACT \$ -
TOTAL CONTRACT & EXTRAS \$ 460,120.17
CREDITS TO CONTRACT \$ 3,564.67
ADJUSTED TOTAL CONTRACT \$ 456,555.50

WORK COMPLETED TO DATE \$ 456,555.50
LESS ____ % RETAINED \$ 22,827.78
NET AMOUNT EARNED \$ 433,727.72
NET PREVIOUSLY PAID \$ -
NET AMOUNT OF THIS PAYMENT \$ 433,727.72
BALANCE TO BECOME DUE \$ 22,827.78
(Incl. Retainage)

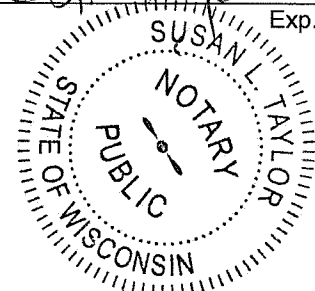
It is understood that the total amount paid to date plus the amount requested in this application shall not exceed variable of the cost of work completed to date. I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed [Signature]
Name/Title Raymond A. Postotnik, Agent

Subscribed and sworn to before me on this 18th day of August, 2022

[Signature] 1/21/2026
Notary Public Exp. Date

The above sworn statement shall be submitted with each application for payment (G702/G703).



PARTIAL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **August 19, 2022**

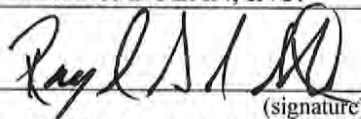
1. Claimant's Name: **PAYNE & DOLAN, INC.**
Claimant's Address: **1700 120th Avenue, Kenosha, WI 53144**
2. Property Improved by Contractor's Work (check one):
☒ Street address: **Village of Somers 2022 Roadway Improvements**
☐ Legal description attached.
3. Contractor's Work furnished at the request 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 Work to date of this Waiver in the amount of: **\$5433,727.73**
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:


(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 is a conditional waiver of lien rights in that the validity of 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.

00 62 76.02
PARTIAL WAIVER OF LIEN
(SAMPLE FORM)

STATE OF WISCONSIN }
COUNTY OF Racine } SS

Gty # _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Payne & Dolan, Inc.
to furnish Sewer work
for the premises known as Village of Somers 2022 Roadway Improvements

of which Village of Somers is the owner.

THE undersigned, for and in consideration of Twenty Eight Thousand Two Hundred Thirty Two Dollars and 90/100 (\$ 28,232.90) Dollars, and other good and valuable considerations, upon receipt of payment, hereby waive and release any and all lien or claim or right of lien under the Statutes of the State of Wisconsin, relating to Mechanic's liens, on the above described premises and improvements thereon, and on the monies or other considerations due or to become from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished to this date by the undersigned for the above described premises.

Given under A.W. Oakes & Son, Inc. hand _____ and seal _____ this
19th day of August, 20 22.



SEAL

SEAL

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.



PARTIAL WAIVER OF LIEN
00 62 76.02-1

September 14, 2022

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

Subject: 2022 Roadway Improvements-- Payment Recommendation

Dear Brandi,

Enclosed is a Final Application for Payment, Warranty, Maintenance Bond, Insurance, Sworn Statement, and Final Lien Waivers from Payne & Dolan, Inc., Contractor, for work performed for the 2022 Roadway Improvements Project. The project was substantially complete on July 13, 2022. The following is our opinion of the amount due and payable to the Contractor:

Contract Price	\$460,120.17
Work Completed to Date	\$456,555.50
Less Amount Retained	<u>(\$0.00)</u>
Subtotal	\$456,555.50
Less Previous Payments	<u>(\$433,727.72)</u>
Total Amount Due for Payment 2 - Final	\$ 22,827.78

We recommend payment to Payne & Dolan, Inc. for \$22,827.78.

Final Cost Breakdown by Road:

49th Avenue: \$216,811.16
28th Avenue: \$79,715.99
22nd Avenue: \$160,028.34

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
Shane Hollerich, Payne & Dolan, Inc. (email)

Contractor's Application for Payment No.

2

Application Period: August 2, 2022 thru August 31, 2022		Application Date: August 29, 2022
To (Owner): Village of Somers	From (Contractor): Payne & Dolan, Inc.	Via (Engineer): Baxter & Woodman
Project: 2022 Roadway Improvements	Contract: Village of Somers 2022 Roadway Improvements	
Owner's Contract No.:	Contractor's Project No.: 253730	Engineer's Project No.: 220693

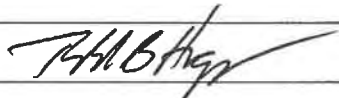
Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

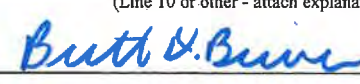
1. ORIGINAL CONTRACT PRICE.....	\$	\$460,120.17
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$460,120.17
4. TOTAL COMPLETED AND STORED TO:DATE (Column F on Progress Estimate).....	\$	\$456,555.50
5. RETAINAGE:		
a. X \$456,555.50 Work Completed.....	\$	
b. X Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$456,555.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$433,727.72
8. LESS LIQUIDATED DAMAGES	\$	
9. LESS ADDITIONAL ENGINEERING COSTS	\$	
10. AMOUNT DUE THIS APPLICATION.....	\$	\$22,827.78
11. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	\$22,827.78

Contractor's Certification

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

By:  Date: 8/29/2022

Payment of: \$22,827.78
(Line 10 or other - attach explanation of the other amount)

is recommended by:  9/6/22
Baxter & Woodman (Date)

Payment of: \$ 22,827.78
(Line 10 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract): Village of Somers 2022 Roadway Improvements				Application Number: 2				
Application Period: 08/02/2022 through 08/31/2022				Application Date: 8/29/2022				
A		B	Work Completed		E	F		G
Item			C	D				
Specification Section No.	Description	Scheduled Value	From Previous Application (C+D)	This Period	Quantities Completed to Date	Total Completed and Stored to Date (C + D + E)	% (F) B	Retainage Held 5%
1	MOBILIZATION	\$ 2,250.00	\$ 2,250.00	\$ -	1.00	\$ 2,250.00	100.0%	\$ -
2	CONSTRUCTION LAYOUT & STAKING	\$ 720.96	\$ 720.96	\$ -	1.00	\$ 720.96	100.0%	\$ -
3	PULVERIZING EXISTING ASPHALTIC PAVEMENT	\$ 28,313.84	\$ 28,313.84	\$ -	12988.00	\$ 28,313.84	100%	\$ -
4	ASPHALT DRIVEWAY REMOVAL	\$ 15,585.28	\$ 12,176.00	\$ -	800.00	\$ 12,176.00	78.1%	\$ -
4b	CONCRETE DRIVEWAY REMOVAL	\$ 3,440.40	\$ 3,440.40	\$ -	94.00	\$ 3,440.40	100.0%	\$ -
5	BASE REPAIR - 1-1/4 BASE AGGREGATE DENSE	\$ 34,245.89	\$ 50,082.56	\$ -	1402.48	\$ 50,082.56	146.2%	\$ -
6	HMA 3LT BINDER	\$ 151,183.20	\$ 158,045.84	\$ -	1756.26	\$ 158,045.84	104.5%	\$ -
6b	HMA 5LT SURFACE	\$ 130,935.26	\$ 127,978.95	\$ -	1277.49	\$ 127,978.95	97.7%	\$ -
7	HOT-MIX ASPHALT DRIVEWAY	\$ 41,901.93	\$ 22,023.54	\$ -	154.00	\$ 22,023.54	52.6%	\$ -
8	CRUSHED LIMESTONE SHOULDER	\$ 18,701.06	\$ 18,701.06	\$ -	8618.00	\$ 18,701.06	100.0%	\$ -
9	MANHOLE FRAME ADJUSTMENT (28TH AVE)	\$ 3,300.00	\$ 2,200.00	\$ -	2.00	\$ 2,200.00	66.7%	\$ -
10	CULVERT REMOVAL - 15" CMP	\$ 900.00	\$ 900.00	\$ -	30.00	\$ 900.00	100.0%	\$ -
10b	CULVERT REMOVAL 14X23" CMP	\$ 1,295.00	\$ 1,295.00	\$ -	37.00	\$ 1,295.00	100.0%	\$ -
10c	CULVERT REMOVAL 24" CMP	\$ 1,050.00	\$ 1,050.00	\$ -	30.00	\$ 1,050.00	100.0%	\$ -
11	CULVERT INSTALLATION 15" CMP	\$ 5,850.00	\$ 6,240.00	\$ -	32.00	\$ 6,240.00	106.7%	\$ -
11b	CULVERT INSTALLATION 14X23" CMP	\$ 8,510.00	\$ 8,970.00	\$ -	39.00	\$ 8,970.00	105.4%	\$ -
11c	CULVERT INSTALLATION 24" COMP	\$ 6,900.00	\$ 7,130.00	\$ -	31.00	\$ 7,130.00	103.3%	\$ -
12	RESTORATION OF LAWNS AND PARKWAYS	\$ 1,679.12	\$ 1,679.12	\$ -	1.00	\$ 1,679.12	100.0%	\$ -
13	TRAFFIC CONTROL AND PROTECTION	\$ 3,358.23	\$ 3,358.23	\$ -	1.00	\$ 3,358.23	100.0%	\$ -
Totals		\$ 460,120.17	\$ 456,555.50	\$ -		\$ 456,555.50	100.0%	\$ -

8/24/2022

Village of Somers
PO Box 197
Somers, WI 53171

WARRANTY

We hereby warrant that the asphalt paving which we have installed at Village of Somers 2022 Roadway Improvements has been done in accordance with the drawings, directives and specifications for this project. We agree to repair or replace any or all work that proves to be defective in workmanship or materials within a period of **three (3) year** from the project's substantial completion date which is 08/10/22. Subcontractor's warranty excludes remedy for the following: damage or defect caused by abuse; modifications not executed by the Subcontractor, its subcontractors or suppliers; improper or insufficient maintenance; improper operation or normal wear and tear under normal usage. Subcontractor's warranty is in lieu of any other warranty or remedy required by law.

Payne & Dolan, Inc.

Signed



Todd B. Hughes, V.P.

SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR

State of Wisconsin) SS
County of Kenosha)

PO # _____

The affiant, Todd B. Hughes being duly sworn, on oath, deposes and says that he/she is
Vice President of Payne & Dolan, Inc. that
_____ has a contract with Village of Somers contractor for
Asphalt Paving on the following described premises in said County, to-wit:

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 amounts paid and the amounts due or to become due as such.

1	2	3	4	5	6	7
Name & Telephone	Kind of Work	Adjusted Total Contract Incl. Extras & Credits	Total Retained Including This Application	Net Previously Paid	Net Amount of This Payment	Balance to Become Due (Incl. Ret.)
Payne & Dolan Inc.	Asphalt Paving	\$ 426,820.85	\$ -	\$ 405,494.82	\$ 21,326.03	\$ -
AW Oakes & Sons	Sewer	\$ 29,734.65	\$ -	\$ 28,232.90	\$ 1,501.75	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 456,555.50	\$ -	\$ 433,727.72	\$ 22,827.78	\$ -

AMOUNT OF ORIGINAL CONTRACT \$ 460,120.17
EXTRAS TO CONTRACT \$ -
TOTAL CONTRACT & EXTRAS \$ 460,120.17
CREDITS TO CONTRACT \$ 3,564.67
ADJUSTED TOTAL CONTRACT \$ 456,555.50

WORK COMPLETED TO DATE \$ 456,555.50
LESS _____ % RETAINED \$ -
NET AMOUNT EARNED \$ 456,555.50
NET PREVIOUSLY PAID \$ 433,727.72
NET AMOUNT OF THIS PAYMENT \$ 22,827.78
BALANCE TO BECOME DUE \$ -
(Incl. Retainage)

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed variable of the cost of work completed to date. I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed

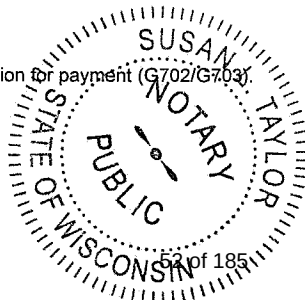
Name/Title Todd B. Hughes, Vice President

Subscribed and sworn to before me on this 29th day of August, 2022

Notary Public

Exp. Date

The above sworn statement shall be submitted with each application for payment (G702/G703).



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 Oblige, in the sum of Twenty Two Thousand Eight Hundred Twenty Seven and 78/100
 Dollars (\$ 22,827.78), 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
June 1st, 2022, for
2022 Road Improvements (job 253730X).

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 August 10, 2022.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the
 Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which
 become apparent during the period of three (3) year(s) from and after August 10, 2022
 then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 26th day of August, 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 herein affixed hereby make, constitute and appoint

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

its 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 10th day of June, 2022.



WESTERN SURETY COMPANY

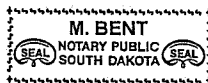
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of June, 2022, 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, 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 26th day of August 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

FULL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

Date: **August 24, 2022**

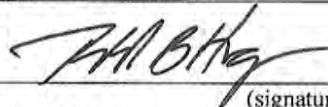
1. Claimant's Name: **Payne & Dolan, Inc.**
Claimant's Address: **1700 120th Avenue, Kenosha, WI 53144**
2. Property Improved by Contractor's Work (check one):
☒ Street address: Village of Somers 2022 Roadway Improvements
☐ Legal description attached.
3. Contractor's Work furnished at the request of: *(name of party which requested or contracted for work)*

VILLAGE OF SOMERS
P.O. Box 164
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: 

(signature)

Authorized Agent's Name: **Todd B. Hughes**

(print name of person signing above)

Title: **Vice President**

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

Telephone Number: **262-524-1700**

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.

00 62 76.04
FINAL WAIVER OF LIEN
(SAMPLE FORM)

STATE OF WISCONSIN }
COUNTY OF Racine } SS

Gty # _____

Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Payne & Dolan, Inc.

to furnish Sewer Work

for the premises known as Village of Somers 2022 Roadway Improvements

of which Village of Somers

is the owner.

THE undersigned, for and in consideration of One Thousand Five Hundred One Dollars and 75/100

(\$ 1,501.75)

Dollars, and other good and valuable considerations, upon

receipt of payment, hereby waive and release any and all lien or claim or right of lien under the Statutes of the State of Wisconsin, relating to Mechanic's liens, on the above described premises and improvements thereon, and on the monies or other considerations due or to become from the owner, on account of labor or services, material, fixtures or apparatus heretofore furnished to this date by the undersigned for the above described premises.

Given under A.W. Oakes & Son, Inc.

hand

and seal

this

29th

day of

August

, 20 22.

SEAL

SEAL

Note: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

FINAL WAIVER OF LIEN
00 62 76.04-1





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/06/2022

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:														
INSURED Payne & Dolan, Inc. c/o Susan Taylor P.O. Box 781 Waukesha WI 531870000 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Travelers Indemnity Co.</td><td>25658</td></tr><tr><td>INSURER B: Travelers Property Cas Co of America</td><td>25674</td></tr><tr><td>INSURER C: The Standard Fire Ins Co</td><td>19070</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	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:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 570095190221**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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ AGGREGATE PER PROJ. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ 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	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ 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	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			CUP5809B39A2225 Umbrella	03/01/2022	03/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB3L5963422225R Workers Compensation - WI UB4L04638A2225K Workers Compensation - oth	03/01/2022 03/01/2022	03/01/2023 03/01/2023	☒ PER STATUTE ☐ OTH-ER 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: P&D JOB #253730 - VILLAGE OF SOMERS 2022 ROADWAY IMPROVEMENTS. COMPLETED OPERATIONS 2 YEARS. VILLAGE OF SOMERS, BAXTER & WOODMAN INC AND THOSE REQUIRED BY WRITTEN CONTRACT AND OTHERS REQUIRED BY 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 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 THIS COI, WHICHEVER IS LESS. ENDORSED POLICIES WILL INCLUDE A 30 DAY NOTICE OF CANCELLATION/NONRENEWAL FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, PROVIDED TO THOSE PARTIES INDICATED IN THE WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

VILLAGE OF SOMERS 7511 12TH ST KENOSHA WI 53144 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
---	--

Holder Identifier :

Certificate No : 570095190221



www.somers.org

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

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

MEETING DATE: September 13, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #10 Discussion and possible action on final payment request from Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project in the amount of \$11,449.48

BACKGROUND:

On March 22, 2022, the Board awarded the bid for the CTH A & CTH Y Water Main Relay Construction Project in the amount of \$272,450 to Globe Contractors, Inc. On June 14th, the Board approved change order #1 that added an additional \$5,025.98 to the contract. The contract price moved to \$277,475.98. Globe Contractors has submitted its final payment request in the amount of \$11,449.48. The Board has previously approved the following:

• 1 st request	June 14, 2022	\$250,516.50
Payments to date		\$250,516.50

PRIOR ACTION TAKEN:

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

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

The project was substantially completed at the end of April. The total amount requested is less than contracted amount due to less quantities needed for the project. Engineer Biwer recommends the approval of the final payment request from Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

#10

“Motion to approve final payment request from Globe Contractors, Inc for the CTH A & CTH Y Water Main Relay Construction Project in the amount of \$11,449.48”

ATTACHMENTS:

Engineer Biwer Recommendation – Final Pay Request - Globe Contractors

August 23, 2022

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

Subject: CTH A & CTH Y Water Main Relay – Final Payment Recommendation

Dear Brandi,

Enclosed is an Application for Payment from Globe Contractors, Inc., for work performed on the CTH A & CTH Y Water Main Relay project. The project was substantially complete and placed into operation on April 21, 2022. The following is our opinion of the amount due and payable to the Contractor:

Contract Price	\$277,475.98
Work Completed to Date	\$261,965.98
Less Amount Retained	-
Subtotal	\$261,965.98
Less Previous Payments	\$250,516.50
Total Amount Due for Final Payment	\$11,449.48

We recommend payment to Globe Contractors, Inc. for \$11,449.48.

The improvements included the installation of 12-Inch water main and abandonment of the existing 12-Inch water main. The final quantities are listed below:

New 12-Inch Water Main:	1,208 LF
Abandoned 12-Inch Water Main:	1,240 LF
New Fire Hydrants:	4 EACH
Abandoned Fire Hydrants:	1 EACH
New 12" Gate Valves:	4 EACH
Abandoned Gate Valves:	6 EACH

The following project close-out documents are attached:

- Lien waivers
- Warranty letter
- Sworn statement
- Consent to Surety
- Insurance Certification

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Brett D. Biwer

Brett D. Biwer, P.E.

BDB/bdb

Encs.

C/encs.: Jason Peters, Administrator (email)
Doug Snyder, Village Engineer (email)
Jakin Grabau, Globe Contractors (email)



N50 W23076 BETKER RD. • P.O. BOX 450 • PEWAUKEE, WISCONSIN 53072
262-246-0600 • FAX: 262-246-0730

VILLAGE OF SOMERS - CTH A & CTH Y WM RELAY PAY APP FINAL
8/17/2022

	<u>Description</u>		<u>Quantity</u>	<u>Cost/Unit</u>	<u>Total</u>	<u>Quantity</u>	<u>To Date</u>
1	MOBILIZATION	LS	1	3,000.00	3,000.00	1	3,000.00
2	CONSTRUCTION LAYOUT & STAKING	LS	1	2,900.00	2,900.00	1	2,900.00
3	12" WATER MAIN (OPEN CUT)	LF	1,214	130.00	157,820.00	1208	157,040.00
4	12" CONNECT TO EXISTING WM (PRESSURE)	EA	2	8,300.00	16,600.00	1	8,300.00
5	12" CONNECT TO EXISTING WM (NON-PRESSURE)	EA	1	1,900.00	1,900.00	2	3,800.00
6	12" GATE VALVE & BOX	EA	5	4,500.00	22,500.00	4	18,000.00
7	FIRE HYDRANT	EA	4	8,400.00	33,600.00	4	33,600.00
8	WATER MAIN TRENCH INSULATION	LF	20	30.00	600.00		-
9	ABAN WM & APPURTENANCES - VALVE BOX	EA	6	200.00	1,200.00	6	1,200.00
9A	ABAN WM & APPURTENANCES - HYDRANT	EA	1	2,000.00	2,000.00	1	2,000.00
10	GRANULAR BACKFILL	LF	125	38.00	4,750.00	40	1,520.00
11	PAVEMENT RESTORATION	SY	40	200.00	8,000.00	40	8,000.00
12	RESTORATION OF UNPAVED AREAS	LS	1	5,000.00	5,000.00	1	5,000.00
13	EROSION & SEDIMENT CONTROL	LS	1	2,830.00	2,830.00	1	2,830.00
14	TRAFFIC CONTROL & PROTECTION	LS	1	3,000.00	3,000.00	1	3,000.00
15	TREE REMOVAL	LS	1	6,750.00	6,750.00	1	6,750.00
<u>TOTAL BID</u>					<u>\$272,450.00</u>		<u>256,940.00</u>

COMPLETE	256,940.00
RETAINAGE	
CHANGE ORDERS	5,025.98
NET AMOUNT EARNED	261,965.98
AMOUNT PREVIOUSLY PAID	250,516.50
AMOUNT DUE	11,449.48

WAIVER OF LIEN

August 22, 2022

For value received, we hereby waive **all** rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,

for **Village of Somers** owner,
by **M Squared Engineering** contractor,

for **Construction Layout & Staking**

same being situated in **Kenosha** County, State of Wisconsin, described as

Village of Somers – CTH A&Y

M Squared Engineering

Cindy Gerritson

Admin Asst

WAIVER OF LIEN

August 19, 2022

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,

for **Village of Somers**
by **WE Energies**

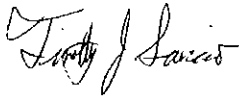
owner,
contractor,

for **Pole Hold at Pole #01-28251 (NE Corner of Hwy A & Hwy Y) on 4/11/22**

same being situated in **Kenosha** County, State of Wisconsin, described as

Village of Somers – CTH A&Y

WE Energies



8/19/22

FINAL WAIVER OF LIEN

DATE August 18, 2022

For value received we hereby waive all rights and claim for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For: Village of Somers owner

By: Globe Contractors (contractor),

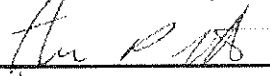
material same being situated in Waukesha County, State of Wisconsin,
described

Town of Somers Watermain Patching
Stark Inv 64653 - \$5,728.00

as:

for all material furnished for the erection, construction, alteration or repair of
said building and appurtenances, except; None

Stark Payement Corporation



Signature

Thomas P. Skelton, Vice President

Title

WAIVER OF LIEN

August 18, 2022

For value received, we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,

for Village of Somers
by Core & Main

owner,
contractor,

for Materials

same being situated in Kenosha County, State of Wisconsin, described as

Village of Somers – CTH A&Y

Core & Main


Mark Ewe

WAIVER OF LIEN

August 18, 2022

For value received, we hereby waive **all** rights and claims for lien on land and on buildings about to be erected, being erected, erected altered or repaired and to the appurtenances thereunto,

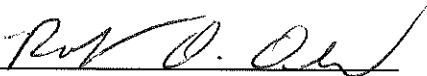
for **Village of Somers** owner,
by **Globe Contractors, Inc.** contractor,

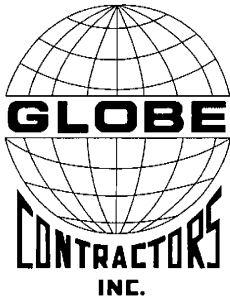
for **Water Main Installation**

same being situated in **Kenosha** County, State of Wisconsin, described as

Village of Somers – CTH A&Y

Globe Contractors, Inc.


Robert D. Olson



N50 W23076 BETKER RD. • P.O. BOX 450 • PEWAUKEE, WISCONSIN 53072

262-246-0600 • FAX: 262-246-0730

00 65 36

WARRANTY FORM

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

Subject: 200416.60 (GCI #1794-22) — Village of Somers - CTH A&Y Water Main Relay

Dear Brett _____:

We, Globe Contractors, Inc., the Contractor on the subject Project, hereby guarantee for a period of three (3) years, commencing April 21, 2022 and ending April 21, 2025, 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,

Globe Contractors, Inc.


Robert D. Olson, President

C: Globe Contractors, Inc.
N50 W23076 Betker Rd.
Pewaukee, WI 53072

WARRANTY FORM

00 65 36-1

67 of 185

CONSENT OF SURETY

To: Village of Somers
7511 12th Street, Somers, WI 53072

Project: CTH A & CTH Y Water Main Relay for the Village of Somers, Kenosha County WI

Contract No.: Engineer's Job No. 200416.40

Bond No.: 107581632

Contract Date: March 22, 2022

Contractor: Globe Contractors Inc.
N50 W23076 Betker Road, PO Box 450
Pewaukee, WI 53072

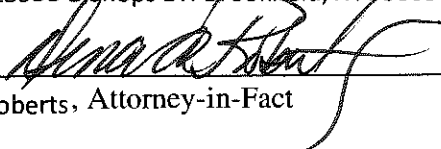
Travelers Casualty and Surety Company of America (hereinafter "Surety"), as surety for _____, the principal on the above referenced performance and payment bonds, hereby consents and agrees to (check appropriate box or boxes):

- ☐ The amount of the performance bond and payment bond referenced above being increased from \$_____ (original Bond amount) to \$_____.
- ☐ The issuance of progress payment No. _____ to Contractor in the amount of \$_____.
- ☐ The reduction in the amount of retainage held under the Contract from _____ to _____.
- ☒ Final payment of \$^{277,475.98} or any part thereof being paid to Contractor.

All other terms and conditions of the above-referenced performance bond and payment bond shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Surety has set its hand this 30th day of June 20 22 .

Travelers Casualty and Surety Company of America
13935 Bishop Dr. Brookfield, WI 53005

By: 
Dina A. Roberts, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

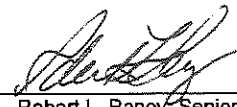
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dina A Roberts** of **BROOKFIELD**, **Wisconsin**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

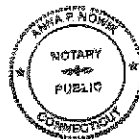
City of Hartford ss.

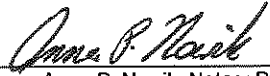
By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

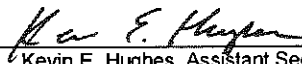
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 30th day of June, 2022




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2022

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 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 R & R Insurance Services Inc N14 W23900 Stone Ridge Dr Waukesha WI 53188	CONTACT NAME: Deborah Madsen PHONE (A/C, No, Ext): (262)953-7137 FAX (A/C, No): (262)574-7080 E-MAIL ADDRESS: Debbie.Madsen@rrins.com
INSURED Globe Contractors Inc N50 W23076 Betker Dr Pewaukee WI 53072	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Ins Co of Hartford (CNA) NAIC # 20478 INSURER B: Continental Ins Co (CNA) 35289 INSURER C: Valley Forge Ins Co (CNA) 20508 INSURER D: Continental Casualty (CNA) 20443 INSURER E: Admiral Insurance Company 24856 INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2111115016

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X		7011447451 CNA75079XX (AI/PNC) CNA74705XX (WOS)	11/17/2021	11/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			7011447465 CNA63359XX (AI/PNC/WOS)	11/17/2021	11/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			7011447482 CNA75504XX (AI/PNC/WOS)	11/17/2021	11/17/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	7011447479	11/17/2021	11/17/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Contractors Pollution			FEI-ECC-26811-00	11/17/2019	11/17/2022	Each Occurrence/Aggregate 2,000,000
D	Contractors Equipment			7011646824	11/17/2021	11/17/2022	Leased/Rented Equipment 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: CTH A & CTH Y Water Main Relay

Village of Somers and Baxter & Woodman, Inc. are listed as additional insured on a primary and non-contributory basis in regards to general liability including ongoing and completed operations, auto liability, and umbrella when required by written contract per forms above. 30 day notice of cancellation applies except for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

Village of Somers 7511 12th Street Kenosha, WI 53144	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 Daniel Scheider/DM586
--	--

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**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

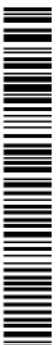
Nat'l Fire Ins Co of Hartford

Insured Name: GLOBE CONTRACTORS INC

Policy No: 7011447451

Endorsement No: 13

Effective Date: 11/17/2021



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS is amended to add the following definition:**

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:

1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;
- for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: GLOBE CONTRACTORS INC

Policy No: 7011447451

Endorsement No: 13

Effective Date: 11/17/2021



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 11; Page: 1 of 4

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7011447465

Policy Effective Date: 11/17/2021

Policy Page: 68 of 198



C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered **auto**. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 11; Page: 2 of 4

Policy No: BUA 7011447465

Policy Effective Date: 11/17/2021

Policy Page: 69 of 198

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606



F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

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- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

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

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
 - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
 - b. the **claim** is first made during the **policy period**.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury**, **property damage** or **personal and advertising injury**; or
2. because of liability for **bodily injury** or **property damage** assumed under an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury** or **property damage** occurs during the **policy period**;
- b. the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;

- c. the **personal and advertising injury** is caused by an offense arising out of the **Named Insured's** business; and
- d. the offense giving rise to **personal and advertising injury** was first committed during the **policy period** and in the **coverage territory**;

Provided, however, that **Coverage B - Umbrella Liability**:

- i. does not apply to:
 - (a) any part of **damages** to which **underlying insurance** applies; or
 - (b) any part of **damages** to which **underlying insurance** would have applied regardless of:
 - (1) the availability of **underlying insurance**; or
 - (2) the exhaustion of the applicable **underlying limits**;
 - (c) any **defense costs** related to **damages** as described in a. and b. above.
- ii. applies only if prior to the effective date of the **policy period**, no **authorized insured**:
 - (a) knew that such **bodily injury** or **property damage** had occurred, in whole or in part. If any **authorized insured** knew, prior to the **policy period**, that any such **bodily injury** or **property damage** had 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**; or
 - (b) knew that any offense giving rise to **personal and advertising injury** had occurred, in whole or in part.

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 **authorized insured**, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

An **authorized insured** will be deemed to know:

- 1. that such **bodily injury** or **property damage** occurred, at the earliest time when such **authorized insured**:
 - a. reports the **bodily injury** or **property damage** to the Insurer or any other insurer;
 - b. receives a **claim** arising out of the **bodily injury** or **property damage**; or
 - c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur;
- 2. that such offense giving rise to **personal and advertising injury** occurred, on the date of the first utterance or dissemination or, if there is no utterance or dissemination, then on the first date of the activity giving rise to a **claim**.

C. Coverage C - Crisis Management Expenses

The Insurer will reimburse the **Named Insured** for **crisis management expenses** incurred by the **Named Insured** as a direct result of its response to a **crisis management event** that first occurs during the **policy period**, provided:

- 1 such **crisis management event** is reported to the Insurer as soon as reasonably practicable following the **crisis management event**, or within 72 hours after such **crisis management event** begins if such **crisis management event** is likely to give rise to **bodily injury** or **property damage**;

2. such **crisis management expenses** are incurred within 180 days after the **crisis management event** and reported to the Insurer as soon as reasonably practicable; and,
3. such **crisis management expenses** are approved in advance by the Insurer.

The period of time for which the Insurer will pay **crisis management expenses** will not be limited by the expiration of the **policy period**.

D. Coverage D – Key Employee

The Insurer will reimburse the **Named Insured** for **key employee replacement expenses** due to the **Named Insured's** permanent loss of the services of a **key employee** provided that:

1. the **Named Insured** would not have incurred such **key employee replacement expenses** if the **Named Insured** had not lost the services of the **key employee**;
2. such **key employee replacement expenses** are incurred by the **Named Insured** within 180 days of the **covered accident** and reported to the Insurer as soon as reasonably practicable;
3. such loss of service is caused by a **covered accident**;
4. the **covered accident** occurs during the **policy period**; and
5. a replacement for such **key employee** is hired within 180 days after the **covered accident**.

The period of time for which the Insurer will pay **key employee replacement expenses** will not be limited by the expiration of the **policy period**.

II. DEFENSE COSTS PAYMENT AND RELATED DUTIES

- A.** The Insurer has the right and duty to defend any **suit**, and the right to assume control of the investigation and settlement of any **claim**, against the **Insured**, as follows:

1. with respect to the **Coverage A - Excess Follow Form Liability**, upon exhaustion through payment in legal currency of the full amount of the applicable **underlying limits** over which **Coverage A** applies.
2. with respect to the **Coverage B - Umbrella Liability**, upon receipt by the Insurer of a **claim** to which Coverage B applies.

When the Insurer has the duty to defend any **suit** and the right to investigate any **claim** but is prevented by law from doing so, the **Insured** will undertake such defense and investigation, and the Insurer will reimburse the **Insured** for the **defense costs**.

The Insurer's obligation to defend any **suit**, investigate any **claim**, or reimburse for any **defense costs** does not apply if any other insurer has a duty to defend. Further, any obligation to defend any **suit**, investigate any **claim**, or reimburse for any **defense costs** ceases upon exhaustion of the applicable limits of insurance of this Policy.

- B.** The Insurer may, at the Insurer's sole discretion and at the Insurer's own cost, elect to participate in the investigation, settlement or defense of any **claim** against any of the **Insureds** for matters covered by this Policy even if the applicable **underlying limit** has not been exhausted.

- C.** The Insurer will pay **defense costs** as follows:

- 1 with respect to the **Coverage A - Excess Follow Form Liability**, **defense costs** are paid within or excess of the limits of insurance as set forth in the applicable **underlying insurance**.
2. with respect to the **Coverage B - Umbrella Liability**, **defense costs** are paid in excess of and do not erode the limits of insurance or the **retained amount**.

- D** Where the Insurer investigates a **claim** or defends a **suit**, the Insurer will do so even if the allegations of a **claim** are groundless, false, or fraudulent. If Insurer investigates a **claim** or defends a **suit**, Insurer will

do so only until the Insurer:

1. makes payment of; or
2. offers to pay; or
3. deposits in court

that part of a judgment up to but not exceeding the Insurer's applicable limits of insurance.

- E. No **Insured** shall admit liability, consent to any judgment, agree to any settlement or make any settlement offer which is reasonably likely to involve this Policy without the Insurer's prior written consent, such consent not to be unreasonably withheld. The **Insureds** agree that they shall not knowingly take any action that increases the Insurer's exposure for **damages** or **defense costs** under this Policy.

III. EXCLUSIONS

A. Coverage A - Excess Follow Form Liability and Coverage B - Umbrella Liability Exclusions

With respect to both the **Coverage A- Excess Follow Form Liability** and **Coverage B -Umbrella Liability**, this Insurance does not apply to:

1. Access to or Disclosure of Confidential or Personal Information and Data-Related Liability

any actual or alleged **damages** arising out of:

- a. any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if **damages** are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in paragraph **a.** or **b.** above.

However, unless paragraph **a.** above applies, this exclusion does not apply to **bodily injury** to the extent that such liability is covered by **underlying insurance**.

2. Asbestos

- a. any actual or alleged liability arising out of the actual, alleged or threatened exposure at any time to **asbestos**; or
- b. any actual or alleged loss, cost or expense that may be awarded or incurred:
 - i. by reason of a **claim** for any such injury or damage; or
 - ii. in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of **asbestos**.

3. Damage to Impaired Property or Property not Physically Injured

any actual or alleged **property damage** to **impaired property** or property that has not been physically injured, arising out of:

- a. a defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- b. a delay or failure by the **Named Insured** or anyone acting on the **Named Insured's** 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.

4. Damage to Premises Rented or Occupied by the Named Insured

any actual or alleged **property damage** to premises rented to the **Named Insured** or in the case of damage by fire, while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner.

5. Distribution or Recording of Material or Information in Violation of Laws

any actual or alleged liability arising directly or indirectly out of any actual or alleged:

- a. violation of:
 - i. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - ii. the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - iii. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
 - iv. any statute, ordinance, regulation or law other than the TCPA, CAN-SPAM Act of 2003, or FCRA, including FACTA, and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; or
- b. conversion or consumption of another's tangible property or electronic assets. For the purpose of this provision, electronic assets include but are not limited to minute allowances, text message allowances, and other electronic consumables.

6. Employment Related Practices

any actual or alleged **bodily injury** or **personal and advertising injury** to:

- a. a person arising out of any actual or alleged:
 - i. refusal to employ that person;
 - ii. termination of that person's employment;
 - iii. employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. the **spouse**, child, parent, brother or sister of that person as a consequence of such **bodily injury** or **personal and advertising injury** to that person at whom any of the employment-related practices described in paragraphs a. i., ii., or iii. above is directed.

This exclusion applies:

- a. whether the injury-causing event described in paragraphs a. i., ii., or iii. above occurs before employment, during employment or after employment of that person;
- b. whether the **Insured** may be liable as an employer or in any other capacity; and
- c. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, this exclusion does not apply to **bodily injury** a person sustains during a job interview while attempting to demonstrate a physical capability or skill required by the job to the extent that

such liability is covered by **underlying insurance**.

7. ERISA

any actual or alleged liability arising out of any actual or alleged obligation of any **Insured** under the Employees Retirement Income Security Act of 1974 or any similar common or statutory law anywhere in the world including any amendments or additions thereto.

8. Nuclear Energy Liability

any actual or alleged **bodily injury, property damage or personal and advertising injury**:

- a. with respect to which an **Insured** under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;
- b. resulting from the **hazardous properties of nuclear material** and with respect to which:
 - i. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - ii. the **Insured** is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- c. resulting from **hazardous properties of nuclear material**, if:
 - i. the **nuclear material**:
 - (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **Insured** or
 - (b) has been discharged or dispersed therefrom;
 - ii. the **nuclear material** is contained in **spent fuel or nuclear waste** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **Insured**;
or
 - iii. the **bodily injury, property damage or personal and advertising injury** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to **property damage** to such **nuclear facility** and any property thereat.
- d. Under any Medical Payments coverage, to expenses with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

Solely as used in this exclusion:

- (a) **property damage** includes all forms of radioactive contamination of property;
- (b) **hazardous properties** includes but is not limited to radioactive, toxic or explosive properties;
- (c) source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (d) **spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

9. Recall of Products, Work or Impaired Property

any actual or alleged loss, cost or expense incurred by the **Named Insured** or any person or entity, for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your product, your work or 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.

10. Unfair Competition/Antitrust Claims/RICO Claims

any actual or alleged liability arising out of any:

- a. unfair competition, dilution, deceptive trade practices, or civil actions for consumer fraud;
- b. charges of price fixing, monopolization or restraint of trade; or
- c. any violation of:
 - i. the Federal Trade Commission Act;
 - ii. the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade;
 - iii. the Racketeer Influenced and Corrupt Organizations Act;
 - iv. any rules or regulations promulgated under or in connection with the above statutes; or
 - v. any state, federal or local statute or other law which similarly regulates business practices.

11. Uninsured/Underinsured Motorists

any actual or alleged liability arising out of any obligations under an uninsured/underinsured motorist law, a personal injury protection law, a reparations benefit law or other similar law.

12. War

any actual or alleged liability arising, directly or indirectly out of any:

- a. war, including undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Workers' Compensation and Similar Laws /Nonsubscriber Status

any actual or alleged liability arising out of any obligation of any **Insured**:

- a. under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- b. by reason of a statement of non-subscription on file with any applicable Worker's Compensation authority of any State indicating the **Named Insured** has chosen not to participate in the Workers Compensation system in accordance with laws of such state.

B. Coverage A - Excess Follow Form Liability Exclusions

With respect to **Coverage A - Excess Follow Form Liability**, this Insurance does not apply to:

1. Coverages Subject to a Sub Limit

any actual or alleged liability, loss, cost or expense covered under any **underlying insurance** which is

subject to a **sub limit**.

2. Crisis Management Expenses

crisis management expenses except as provided for in **Coverage C** above even if such insurance is afforded under **underlying insurance** or would have been afforded but for the exhaustion of the **underlying limits**.

3. Pollution

- a. any actual or alleged **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - i. at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **Insured** except that this subparagraph does not apply to:
 - (a) **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**; or
 - (b) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - ii. at or from any premises, site or location which is or was at any time used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste;
 - iii. which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **Insured** or any person or organization for whom the **Named Insured** may be legally responsible; or
 - iv. at or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations:
 - (a) If the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor; except that this subparagraph does not apply to **bodily injury** or **property damage** arising out of:
 - (1) the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **Insured**, contractor or subcontractor; or
 - (2) heat, smoke or fumes from a **hostile fire**; or
 - (b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**;
 - v. that are, or that are contained in property that is:
 - (a) being transported or towed by, or handled for movement into, onto or from a covered **auto**;
 - (b) otherwise in the course of transit; or

- (c) being stored, disposed of, treated or processed in or upon the covered **auto** except that this subparagraph does not apply to fuels, lubricants, fluids, exhaust, gases or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts if the **pollutants** escape or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**;
- vi. before the **pollutants** or property in which the **pollutants** are contained are moved from the place where they are accepted by the **Insured** for movement into or onto the covered **auto**;
or
- vii. after the **pollutants** or property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **Insured**.

Subparagraphs **vi.** and **vii.** do not apply if the **pollutants** or property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto** and the discharge, dispersal, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

- b. any actual or alleged **personal and advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- c. any actual or alleged loss, cost or expense arising out of any:
 - i. request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - ii. **claim** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

However, if liability for **damages** because of **property damage** is not excluded by paragraph **a.** of this exclusion, then neither will paragraph **c.** above serve to exclude such **damages**.

C. Coverage B - Umbrella Liability Exclusions

With respect to the **Coverage B - Umbrella Liability**, this Insurance does not apply to:

1. Aircraft, Auto, Watercraft or Mobile Equipment

any actual or alleged **bodily injury, property damage, personal and advertising injury** arising out of the ownership, maintenance, operation, use, **loading or unloading** or entrustment to others of any:

- a. **aircraft** owned by any **Insured** or rented, loaned or chartered by or on behalf of any **Insured** without crew; or
- b. **autos, watercraft or mobile equipment**

This exclusion applies even if such **claim** against an **Insured** alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

This exclusion does not apply to:

- i. watercraft while ashore on premises the **Named Insured** owns or rents;
- ii. watercraft the **Named Insured** does not own that is:
 - (a) less than 55 feet long; and
 - (b) not being used to carry persons or property for a charge; or

- iii. liability assumed under any **insured contract** for the ownership, maintenance or use of watercraft.

2. Contractual Liability

any actual or alleged **bodily injury, property damage or personal and advertising injury** for which an **Insured** is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement other than an **insured contract**. This exclusion does not apply to liability that the **Insured** would have in the absence of such contract or agreement.

3. Damage to Property

any actual or alleged **property damage** to:

- a. property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by the **Named Insured**, 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;
- b. premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- c. property loaned to the **Named Insured**;
- d. personal property in the care, custody or control of the **Insured**;
- e. that particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on its behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraph b. of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by the **Named Insured**.

Paragraphs c., d., e. and f. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph f. of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

4. Damage to Your product

any actual or alleged **property damage** to **your product** arising out of it or any part of it.

5. Damage to Your work

any actual or alleged **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 the **Named Insured's** behalf by a subcontractor.

6. Employee Injury

any actual or alleged **bodily injury or personal and advertising injury** to:

- a. an **employee** arising out of and in the course of employment by the **Insured** or performing duties related to the conduct of the **Insured's** business; or
- b. the **spouse, child, parent, brother or sister** of that **employee** as a consequence of a. above.

This exclusion applies:

- i. whether an **Insured** may be liable as an employer or in any other capacity; and
- ii. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the **Insured** under an **insured contract**.

7. Expected or Intended injury

any actual or alleged **bodily injury** or **property damage** arising out of an act or omission:

- a. intended by an **Insured**; or
- b. that would be expected from the standpoint of a reasonable person in the circumstances of the **Insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. Fungi or Other Organic Pathogens

- a. any actual or alleged **bodily injury**, **property damage** or **personal and advertising injury** arising out of any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi or other organic pathogens**;
- b. any actual or alleged loss, cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of **fungi or other organic pathogens** by any **Insured** or by anyone else; or
- c. any actual or alleged **property damage** caused by water where there also exists any **property damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi or other organic pathogens**.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.

9. Liquor Liability

any actual or alleged **bodily injury** or **property damage** for which any **Insured** may be held liable by reason of:

- a. causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on the **Insured's** premises, for consumption on the **Insured's** premises;
- b. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the **claims** against any **Insured** allege negligence or other wrongdoing in:

- i. the supervision, hiring, employment, training or monitoring of others by that **Insured**; or

- ii. providing or failing to provide transportation with respect to any person that may be under the influence of alcohol,

if the **occurrence** which caused the **bodily injury** or **property damage** involved that which is described in paragraph **a.**, **b.** or **c.** above.

10. Nonemployment Related Discrimination

any actual or alleged personal and advertising injury arising out of any actual or alleged nonemployment related discrimination committed intentionally against a person.

11. Personal and Advertising Injury

any actual or alleged **personal and advertising injury**:

a. Breach of Contract

arising out of breach of contract, except an implied contract to use another's advertising idea in the **Named Insured's advertisement**.

b. Criminal Acts or Conduct

arising out of any actual or alleged criminal act or omission committed by or at the direction of any **Insured**. This exclusion does not apply to the extent liability is imposed upon the **Insured** for acts or omissions of another committed without the knowledge or consent of the **Insured**.

c. Electronic Chat Rooms or Bulletin Boards

arising out of an electronic chat room or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

d. Infringement of Copyright, Patent, Trademark or Trade Secret

arising out of infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in the **Named Insured's advertisement**. However, this exclusion does not apply to infringement of copyright, trade dress or slogan in the **Named Insured's advertisement**.

e. Insureds in Media and Internet Type Businesses

committed by an **Insured** whose business is:

- i. advertising, broadcasting, publishing or telecasting;
- ii. designing or determining content or web-sites for others; or
- iii. an Internet search, access, content or service provider.

However, this exclusion does not apply to paragraph **A.**, **B.** or **C.** of **personal and advertising injury** as defined in the section entitled Definitions.

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

f. Knowing Violation of Rights of Another

caused by an actual or alleged offense, act or omission by or at the direction of the **Insured** if the **Insured** knew or should have known that such offense, act or omission would cause such **personal and advertising injury**.

g. Material Published Prior To Policy Period

arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.

h. Material Published with Knowledge of Falsity

arising out of written publication in any manner of material, if the **Insured** knew or should have known the material was false.

i. Quality or Performance of Goods – Failure to Conform to Statements

arising out of any failure of goods, products or services to conform to any statement of quality or performance made in the **Named Insured's advertisement**.

j. Unauthorized Use of Another's Name or Product

arising out of unauthorized use of another's name or product in the **Named Insured's** e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

k. Wrong Description of Prices

arising out of the wrong description of the price of goods, products or services stated in the **Named Insured's advertisement**.

12. Pollution

- a** any actual or alleged **bodily injury, property damage or personal and advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- b.** any actual or alleged loss, cost or expense arising out of any:
 - i.** request, demand, order, or statutory or regulatory requirement that anyone test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**; or
 - ii.** **claim** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

13. Silica

- a.** any actual or alleged **bodily injury** arising, in whole or in part, out of the actual, alleged or threatened respiration or ingestion at any time of **silica**; or
- b.** any actual or alleged **property damage** arising in whole or in part out of the actual, alleged or threatened presence of **silica**.
- c.** any actual or alleged **personal and advertising injury** arising, in whole or in part, out of the actual, alleged or threatened:
 - i.** exposure at any time to; or
 - ii.** presence at any time of;
silica.

14. Terrorism

any actual or alleged **bodily injury, property damage or personal and advertising injury** arising out of any act of terrorism.

D. Coverage D - Key Employee Exclusions

With respect to **Coverage D – Key Employee**, this insurance does not apply to any actual or alleged:

1. Death or Disability

death or permanent disability of a **key employee** relating to, or arising out of:

- a. nuclear reaction or radiation or radioactive contamination, however caused;
- b. sickness or disease, including mental illness or mental injury;
- c. pregnancy, childbirth, miscarriage or abortion;
- d. suicide, attempted suicide or self inflicted bodily injury, while sane or insane;
- e. the **key employee's** intoxication, impairment or otherwise being under the influence of alcohol or controlled substances;
- f. war, including undeclared or civil war;
- g. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- h. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Other Expenses

- a. expenses the **Named Insured** incurs which the **Named Insured** would not have incurred if the **Named Insured** had used all reasonable means to:
 - i. find a permanent replacement for the **key employee**; and
 - ii. reduce or discontinue the **key employee** replacement expense;as soon as possible after the **Named Insured's** permanent loss of the services of the **key employee** caused by a **covered accident**.
- b. additional expenses incurred due to the **Named Insured's** loss of the services of a permanent replacement appointed or hired to replace a **key employee**, however caused. However, this exclusion does not apply if the replacement employee is included in the definition as a **key employee** and the **Named Insured's** loss of the services of the replacement employee is caused by a **covered accident**.

IV. WHO IS AN INSURED

The following persons or organizations are **Insureds**.

A. With respect to **Coverage A - Excess Follow Form Liability**, the **Named Insured** and any persons or organizations included as an insured under the provisions of **underlying insurance** are **Insureds**, and then only for the same coverage, except for limits of insurance, afforded under such **underlying insurance**.

B. With respect to the **Coverage B - Umbrella Liability**:

1. If the **Named Insured** is designated in the Declarations of this Policy as:

- a. an individual, the **Named Insured** and the **Named Insured's spouse** are **Insureds**, but only with respect to the conduct of a business of which the **Named Insured** is the sole owner.
- b. a partnership or joint venture, the **Named Insured** is an **Insured**. The **Named Insured's** members, the **Named Insured's** partners, and their **spouses** are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business.

- c. a limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's** members are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business. The **Named Insured's** managers are **Insureds**, but only with respect to their duties as the **Named Insured's** managers.
- d. an organization other than a partnership, joint venture or limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's** executive officers and directors are **Insureds**, but only with respect to their duties as the **Named Insured's** officers or directors. The **Named Insured's** stockholders are also **Insureds**, but only with respect to their liability as stockholders.
- e. a trust, the **Named Insured** is an **Insured**. The **Named Insured's** trustees are also **Insureds**, but only with respect to their duties as trustees.

2. Each of the following are also **Insureds**:

- a. The **Named Insured's** volunteer workers but only while performing duties related to the conduct of the **Named Insured's** business.
- b. The **Named Insured's** employees, other than either the **Named Insured's** executive officers (if the **Named Insured** is an organization other than a partnership, joint venture or limited liability company) or the **Named Insured's** managers (if the **Named Insured** is a limited liability company), but only for acts within the scope of their employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business.

However, none of these employees or volunteer workers are **Insureds** for:

i. **bodily injury or personal and advertising injury:**

- (a) to the **Named Insured**, to the **Named Insured's** partners or members (if the **Named Insured** is a partnership or joint venture), to the **Named Insured's** members (if the **Named Insured** is a limited liability company), to a co-employee while in the course of his or her employment or performing duties related to the conduct of the **Named Insured's** business, or to the **Named Insured's** other volunteer workers while performing duties related to the conduct of the **Named Insured's** business;
- (b) to the spouse, child, parent, brother or sister of that co-employee or volunteer worker as a consequence of paragraph (i)(a) above;
- (c) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph i. (a) or (b) above; or
- (d) arising out of his or her providing or failing to provide professional health care services.

ii. **property damage to property:**

- (a) owned, occupied or used by;
- (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

the **Named Insured**, any of the **Named Insured's** employees, volunteer workers, any partner or member (if the **Named Insured** is a partnership or joint venture), or any member (if the **Named Insured** is a limited liability company).

- C. With respect to the **Coverage C - Crisis Event Management** and the **Coverage D - Key Employee**, the **Named Insured** is the **Insured**.

V. LIMITS OF INSURANCE

A. Multiple Insureds, claims, claimants

The limits of insurance shown in the Declarations of this Policy and the rules below fix the most the



Insurer will pay regardless of the number of:

1. **Insureds**;
2. **claims** made or brought against the **Insured**;
3. persons or organizations making **claims** or bringing **claims**; and
4. coverages under this Policy.

B. Aggregate Limit

Subject to the paragraphs **D.** and **E.** below, the limit of insurance shown in the Declarations of this Policy as the Aggregate limit is the most that the Insurer will pay as **damages** under this Policy, regardless of which coverage applies, except for:

1. **damages** covered by any auto liability policy listed in the Schedule of **Underlying Insurance** where the limits of insurance of such auto liability policy are not aggregated; and
2. **damages** covered under the **products-completed operations hazard**.

The limits of insurance shown in the Declarations of this Policy apply to the entire **policy period**, regardless of length.

In addition, with respect to **Coverage A – Excess Follow Form Liability** only, the Aggregate limit shown in the Declarations of this Policy shall be applied in the same manner as the applicable Aggregate limits in the Schedule of **underlying insurance**.

C. Aggregate Products-Completed Operations Hazard

Subject to paragraph **D.** and **E.** below, the limit of insurance shown in the Declarations of this Policy as the Aggregate Products-Completed Operations Hazard limit is the most that the Insurer will pay as **damages** arising out of the **products-completed operations hazard**, regardless of whether such **damages** are or otherwise would be covered in any way under more than one coverage.

D. Policy Aggregate Limit

This provision **D.** only applies if an amount is shown in the Declarations as the Policy Aggregate Limit.

Subject to the Each **Incident** limit, Aggregate limit and Aggregate **products-completed operations hazard** limit, the Policy Aggregate limit is the most the Insurer will pay as **damages** under this Policy, regardless of which coverage applies, except for **damages** covered by any auto liability policy listed in the Schedule of **Underlying Insurance** where the limits of insurance of such auto liability policy are not aggregated.

E. Each Incident

Subject to paragraphs **B.**, **C.** and **D.** above, the limit of insurance shown in the Declarations of this Policy as the Each **Incident** limit is the most the Insurer will pay for the sum of all **damages** arising out of any one **incident** under this Policy, regardless of which coverage applies.

F. Crisis Management

Solely with respect to **Coverage C – Crisis Management Expenses**, the most the Insurer will pay is the limit of insurance shown on the Declarations of this Policy as the **Crisis Management Expenses** Aggregate limit, regardless of the number **crisis management events** for which **crisis management expenses** are incurred. **Crisis management expenses** are not subject to the **retained amount**.

The **Crisis Management Expenses** Aggregate limit of insurance is in addition to and will not erode any other limits of this Policy. The **Crisis Management Expenses** Aggregate limit of insurance shall be excess of any other limits of insurance available to the **Insured** for the same expenses.

G. Key Employee Replacement Expenses

Solely with respect to **Coverage D – Key Employee**, the most the Insurer will pay for **key employee replacement expenses** is the **Key Employee** Aggregate limit shown on the Declarations of this Policy, regardless of the number **key employees** for which **key employee replacement expenses** are incurred. **Key employee replacement expenses** are not subject to the **retained amount**.

The **Key Employee Replacement Expenses** Aggregate limit of insurance is in addition to and will not erode any other limits of this Policy. The **Key Employee Replacement Expenses** Aggregate limit of insurance shall be excess of any other limits of insurance available to the **Insured** for the same expenses.

H. Defense Costs

Defense costs are either paid within or are in excess of the limits of insurance as set forth in paragraph C. of the section entitled **Defense Costs Payment and Related Duties**.

I. Exhaustion or Reduction of Applicable Underlying Limit

Solely with respect to **Coverage A - Excess Follow Form Liability**, if the applicable **underlying limits** are:

1. reduced solely by the payment of covered loss as set forth in **Coverage A** including related costs and expenses (if such related costs and expense reduce such limits) **Coverage A** will apply in excess of the remaining amount of such applicable **underlying limit**; or
2. exhausted, solely by the payment of covered loss as set forth in **Coverage A** including related costs and expenses (if such related costs and expense reduce such limits) then **Coverage A** will apply, subject to this Policy's limit of insurance provision and to the remaining terms and provisions and conditions of this Policy in place of such exhausted applicable **underlying limit**.

If any loss covered under any **underlying insurance** is subject to a **sub-limit** (whether or not such **sub-limit** erodes the limits generally available to all claims), then the **underlying limits** shall not be deemed depleted by payment of any such **sub-limits**.

Nothing herein shall serve to increase the limits of insurance shown in the Declarations of this Policy.

VI. CONDITIONS

A. Appeals

If the **Named Insured** or its **underlying insurers** elect not to appeal a judgment in excess of the limits of insurance afforded by the **underlying insurance** the Insurer may elect to appeal at the Insurer's expense. The Insurer's limits of insurance shall not be increased because of such appeal. However, the Insurer will pay the following costs and expenses:

1. all premium bonds to release attachments for an amount not in excess of the applicable limit of insurance of this policy;
2. all premiums on appeal bonds required in such defended **claims**, but without obligation to apply for or furnish such bonds;
3. court fees; and
4. costs and expenses taxed against the **Named Insured** by the appellate court and interest accruing after entry of a judgment against the **Named Insured** and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance of this Policy. Where the **underlying insurers** terminate their liability to pay interest on the judgment by an offer to pay their limits, the **Named Insured** shall demand that such limits be paid. If the appeal is successful, such amounts not obligated to be paid shall be returned to such **underlying insurer**.

B. Cancellation and Nonrenewal



The Cancellation/Nonrenewal provisions are as set forth in the Cancellation/Nonrenewal Endorsement attached to this Policy.

C. Changes to the Policy

Notice to any of the Insurer's agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this Policy, nor will such notice prevent the Insurer from asserting any rights under the provisions of this Policy. None of the provisions of this Policy will be waived, changed or modified except by written endorsement issued by the Insurer to form a part of this Policy.

D. Concealment, Misrepresentation and Fraud

No concealment, misrepresentation or fraud shall avoid or defeat recovery under this Policy unless such concealment, misrepresentation or fraud was material. Concealment, misrepresentation or fraud in the procurement of this Policy which if known by the Insurer would have led to refusal by the Insurer to make this contract or provide coverage, or to make this contract or provide coverage on different terms or conditions, will be deemed material.

E. Duties of the First Named Insured on the Declarations of this Policy

The **First Named Insured**, on behalf of all others, will be:

1. authorized to make changes in the terms of this Policy with the consent of the Insurer;
2. the payee of any premiums the Insurer refunds;
3. responsible for:
 - a. remitting the payment of all premiums due, but all **Named Insureds** jointly and severally agree to make such payments in full if the **First Named Insured** fails to pay the amount due within 10 days after the Insurer give written notice or demand;
 - b. keeping records of the information the Insurer requires for premium computation, and sending copies of such records at such times as requested by the Insurer;
 - c. notifying the Insurer that the **First Named Insured** on behalf of all others wants to cancel this Policy; and
 - d. providing any notice required under this Policy.

F. Economic and Trade Sanctions

This Policy does not provide coverage for an **Insured**, transaction or that part of loss that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

G. Entire Contract

By acceptance of this Policy, the **Insureds** agree that this Policy, including all endorsements to this Policy, constitute the entire contract existing between the parties relating to this insurance.

H. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this Policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such provided however that this sentence does not apply to the spouse of:

1. a sole proprietorship **Named Insured**; or



2. members or partners of joint venture or partnership **Named Insureds**.

Examination of the **Named Insured's** Books and Records

The Insurer may examine and audit the **Named Insured's** books and records as they relate to this Policy at any time during the **policy period** and up to 3 years afterward.

J. Financial Impairment

Bankruptcy, rehabilitation, receivership, liquidation or other financial impairment of the **Named Insured** or an **underlying insurer** shall neither relieve nor increase any of the Insurer's obligations under this Policy.

In the event there is diminished recovery or no recovery available to the **Named Insured** as a result of financial impairment of an **underlying insurer**, the coverage under this Policy shall apply only in excess of the **underlying limits**. Under no circumstances shall the Insurer be required to drop down and replace the **underlying limits**, or assume the obligations of the **Named Insured** or the financially impaired insurer.

K. Headings

The description in the headings and subheadings of this Policy is solely for convenience, and forms no part of the terms and conditions of coverage.

L. Inspections and Surveys

The Insurer has the right but is not obligated to:

1. make inspections and surveys at any time;
2. give the **Named Insured** reports on the conditions it finds;
3. recommend changes; or
4. conduct loss control and prevention activity.

Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged.

The Insurer does not:

1. make safety inspections;
2. undertake to perform the duty of any organization to provide for the health or safety of workers or the public; nor
3. warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This provision applies not only to the Insurer, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, recommendations, reports, or gives loss control or prevention advice, on its behalf.

M. Legal Action Limitation

No person or organization has a right under this Policy:

1. to join the Insurer as a party or otherwise bring the Insurer into a **suit** asking for **damages** from an **Insured**; or
2. to sue Insurer on this Policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an **Insured**; but the Insurer will not be liable for **damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An "agreed settlement" means a settlement and release of liability signed by the Insurer, the **Insured** and the claimant or the claimant's legal representative.

N. Maintenance of Underlying Insurance

Solely with respect to **Coverage A - Excess Follow Form Liability**, while this Policy is in force the **First Named Insured** agrees that the **underlying insurance** and renewals and replacements thereof shall be maintained, without alterations of terms or conditions, in full effect during the term of this Policy; except for reduction or exhaustion of the limits of insurance in the **underlying insurance**, provided that such reduction or exhaustion is solely the result of **incidents** covered under this Policy.

If the **First Named Insured** fails to maintain **underlying insurance**, this condition shall not invalidate this Policy. However, in the event of such failure, the Insurer will only be liable to the same extent as if such **underlying insurance** was in full force and effect without alteration of its terms and conditions.

O. Notice of Claims/Crisis Management Event/Covered Accident

1. Solely with respect to **Coverage A - Excess Follow Form Liability**, if any **underlying insurance** is a policy issued by the Insurer or any of its affiliates, then notice of any **claim** under such **underlying insurance** is notice to the Insurer under this Policy.
2. It is a condition precedent to coverage under this Policy that:
 - a. subject to paragraph b. below, the **Insured** notify the Insurer as soon as practicable of an **incident** which an **Insured** believes may result in a **claim**. To the extent possible, notice should include:
 - i. how, when and where the **incident** took place;
 - ii. the names and addresses of any injured persons and witnesses; and
 - iii. the nature and location of any injury or damage arising out of the **incident**.
 - b. the **Insured** notify the Insurer as soon as practicable of an **incident** if it involves:
 - i. a demand against the **Insured** which exceeds 50% of any remaining applicable **underlying limit**;
 - ii. any **underlying insurance** reserve or monetary exposure exceeding \$500,000; or
 - iii. any of the following:
 - (a) brain damage, including but not limited to any neurological impairment of infants or adults and coma;
 - (b) spinal cord injury, including but not limited to paraplegia or quadriplegia;
 - (c) loss of any organ;
 - (d) severe disfigurement, including but not limited to burns and amputations; or
 - (e) death.
 - c. if a **claim** is made against any **Insured**, the **Named Insured**:
 - i. will immediately record the specifics of the **claim** and the date received and notify the Insurer of such **claim**;
 - ii. will immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
 - iii. will authorize the Insurer to obtain records and other information;
 - iv. will cooperate with the Insurer in the investigation or settlement of the **claim** or defense against the **suit**;will assist the Insurer, upon its request, in the enforcement of any right against any person

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A – Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest



Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

- A. **suit**; or



- B. written or oral demand for **damages** alleging injury to which this insurance applies.

Coverage territory means:

- A. the United States of America (including its territories and possessions), Puerto Rico and Canada;
- B. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph A. above; or
- C. all other parts of the world if the injury or damage arises out of:
 - 1. goods or products made or sold by the **Named Insured** in the territory described in paragraph A. above;
 - 2. the activities of a natural person whose home is in the territory described in paragraph A. above, but is away for a short time on the **Named Insured's** business; or
 - 3. an offense that take place through the Internet or similar electronic means of communication, provided that the **Insured's** responsibility to pay **damages** is determined in a **suit** on the merits, in the territory described in paragraph A. above or in a settlement the Insurer agrees to.

Covered accident means a sudden and unexpected event, which solely and independently of any other cause results in the **key employee's** death or **permanent disability** within one year after the date of the sudden event.

Crisis management event means an event that an **executive officer** reasonably believes has resulted or may result in significant adverse regional or national media coverage and a claim for:

- A. **bodily injury, property damage** or any of the following **personal and advertising injury** offenses:
 - 1. false arrest, detention or imprisonment;
 - 2. malicious prosecution or abuse of process; or
 - 3. wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor; and
- B. **damages** to which this insurance applies, that are in excess of any applicable:
 - 1. **underlying limits**; or
 - 2. **retained amount**.

Crisis management expenses means **crisis management public relations expenses** and **crisis management other expenses** provided however **crisis management expenses** do not include any of the following:

- A. salary, wages, or benefits of the **Named Insured** or the **Named Insured's employees**;
- B. loss of business income;
- C. costs to acquire, repair or replace real or personal property; or
- D. expense to hire a public adjuster or appraiser or any other claim adjustment expenses incurred by a **Named Insured**.

Crisis management public relations expenses means reasonable and necessary expenses incurred in connection with a **crisis management event** by the **Named Insured**:

- A. to hire a **crisis management firm**;
- B. to set up call centers or similar inquiry management system to manage inquiries from, or to directly contact, individuals or entities that may be directly impacted by such **crisis management event**;
to create and deliver notification letters to contact individuals or entities that may be directly impacted



by the **crisis management event**; or

- D. other related miscellaneous expenses.

Crisis management other expenses means reasonable and necessary expenses incurred in connection with a **crisis management event** by the **Named Insured**:

- A. to pay medical expenses, funeral expenses, psychological counseling expenses, travel expenses, and temporary living expenses of a third party who incurs **bodily injury**, or a family member of such third party, by reason of such **crisis management event**;
- B. for travel expenses incurred by or on behalf of **Insureds** and at the direction of the **crisis management firm**;
- C. to secure the scene of a **crisis management event**; and
- D. other related miscellaneous expenses.

Crisis management firm means a public relations firm, law firm or crisis management firm approved by the Insurer to provide media management services and to respond to actual or anticipated adverse publicity arising out of a **crisis management event** or **covered accident**.

Damages means the amount an **Insured** is legally obligated to pay, either through:

- A. final adjudication of a **claim**; or
- B. through compromise or settlement of a **claim** with the Insurer's written consent or direction,

because of covered **incidents**. In addition, **damages** includes the above-mentioned sums only after deducting all other recoveries and salvages.

However, **damages** does not include:

- 1. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule;
- 2. injunctive or declaratory relief;
- 3. any amount that is not insurable under any applicable law; or
- 4. plaintiff's attorney fees associated with any of the above.

Notwithstanding paragraph 3. above, **damages** shall include (subject always to this Policy's other terms, conditions and limitations) punitive and exemplary damages the enforceability of which shall be governed by such applicable law that most favors coverage for **damages**.

Defense costs mean:

- A. reasonable and necessary fees, costs, and expenses incurred by the Insurer or consented to by the Insurer and incurred by the **Named Insured** in the defense or appeal of a covered **suit** or in the investigation of any covered **claim**, and includes premium for appeal bonds arising out of a covered judgment, attachment bonds or similar bonds, but only for bond amounts up to the applicable limit of insurance. In addition, the Insurer will pay up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which **bodily injury** coverage applies. The Insurer has no obligation to provide such bonds.

- B. prejudgment interest awarded against an **Insured** on that part of a judgment covered by this policy. If the Insurer makes an offer to pay the applicable limit of insurance, the Insurer will not pay any prejudgment interest based on that period of time after the offer.

post judgment interest which accrues after entry of judgment, but before the Insurer has paid or offered to pay, or deposited in court that part of the judgment which is within the limit of insurance of this

- C. Policy. The amount of interest the Insurer pays will be in direct proportion to the amount of **damages**



the Insurer pays in relation to the total amount of the judgment.

- D. all reasonable expenses incurred by a natural person **Insured** at the Insurer's request to assist the Insurer in the investigation or defense of the **claim**. This includes such **Insured's** actual loss of earnings up to \$750 per day, because of time off from work.
- E. all court costs taxed against the **Insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **Insured**.

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Employee includes **leased workers** or employees loaned to the **Insured**. **Temporary workers** are not **employees**.

Executive Officer means any natural person holding any of the following positions created by the **Named Insured's** charter, constitution, bylaws or any other similar governing document:

- A. director, officer, trustee or governor of a corporation;
- B. management committee member of a joint venture;
- C. partner of a partnership;
- D. manager of a limited liability company; and
- E. trustee of a trust.

An **executive officer** is not an **employee**.

First Named Insured means the person or organization first listed as a **Named Insured** in the Declarations of this Policy.

Fungi means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi. However, **fungi** does not include any fungi intended by the **Insured** for human consumption.

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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. the **Named Insured** has 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 the **Named Insured's** fulfilling the terms of the contract or agreement.

Incident means:

- A. with respect to **Coverage A - Excess Follow Form Liability**, a covered event as defined in applicable **underlying insurance**;
- B. solely with respect to **Coverage B - Umbrella Liability**:
 - 1. with respect to **bodily injury** and **property damage**, **incident** means an **occurrence**; or
- C. 2. with respect to **personal and advertising injury**, **incident** means an offense that gives rise to such **personal and advertising injury**.



Insured means any person or organization set forth in the section entitled **WHO IS AN INSURED**.

Insured contract means:

- A. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with permission of the owner is not an **insured contract**;
- B. a sidetrack agreement;
- C. an easement or license agreement; except in connection with construction or demolition operations on or within 50 feet of a railroad;
- D. an obligation, as required by ordinance, to indemnify a municipality except in connection with work for a municipality;
- E. an elevator maintenance agreement; or
- F. the part of any other contract or agreement pertaining to its business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization, provided the **bodily injury** or **property damage** is caused, in whole or in part, by the **Named Insured** or by those acting on its behalf. However, such part of a contract or agreement shall only be considered an **insured contract** to the extent the **Named Insured's** assumption of the tort liability is permitted by law. "Tort liability" means liability that would be imposed by law in the absence of contracts or agreements. This paragraph F. does not include that part of a contract or agreement:
 - 1. that indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - 2. that indemnifies an architect, engineer or surveyor for **bodily injury** or **property damage** arising out of:
 - a preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b giving directions or instructions, or failing to give them, if that is the primary cause of the **bodily injury** or **property damage**;
 - 3 under which an **Insured**, if an architect, engineer or surveyor, assumes liability for **bodily injury** or **property damage** arising out of such **Insured's** rendering or failure to render professional services, including those listed in paragraph 2. above and supervisory, inspection, architectural or engineering activities; or
 - 4. that indemnifies a person or organization for damage by fire to premises rented to or loaned to an **Insured**.

Key employee means any of the following officer and employment positions:

- A. Chief Executive Officer;
- B. Chief Operating Officer;
- C. Chief Financial Officer;
- D. Corporate Secretary;
- E. Treasurer;
- F. Executive Vice President; and



G. Risk Manager

Key employee also means anyone added as such by endorsement to the Policy.

Key employee replacement expenses means the actual and necessary expenses incurred by the **Named Insured**:

- A. to continue the performance of the **key employee's** normal job responsibilities, with comparable quality, while a permanent replacement for the **key employee** is being sought, appointed or hired, and trained.
- B. to find a qualified permanent replacement to fill the **key employee's** position:
 - 1. costs of advertising the employment position opening;
 - 2. travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
 - 3. miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the job applicants and legal expenses incurred to draw up employment contracts.
- C. to minimize the amount of **key employee replacement expenses**, but only to the extent the amount of **key employee replacement expenses** otherwise payable under paragraphs 1. and 2. above are reduced.
- D. to relocate the replacement employee to an area within a reasonable commute from their place of employment.
- E. to pay the following reasonable and necessary expenses incurred in connection with the death or permanent disability of any **key employee**:
 - 1. to hire a **crisis management firm**.
 - 2. to create and deliver notification letters to contact individuals or entities that may be directly impacted by the **key employee covered accident**; or
 - 3. other related miscellaneous expenses
- F. **Key employee replacement expenses** also include first year amounts of the replacement employee's:
 - 1. annual base starting salary;
 - 2. employee perquisite costs; and
 - 3. employee benefit costs;

in excess of the amounts which would have been incurred for the **key employee** if the **Named Insured** had not lost the services of the **key employee**. However, the Insurer will not pay more for these expenses than 10% of the amounts which would have been incurred for the **key employee**.

Key employee replacement expenses do not include the following:

- a. any expenses which would have been incurred by the **Named Insured** for the **key employee** if the **Named Insured** had not lost the services of the **key employee**;
- b. any **key employee replacement expenses** that are paid for by any **other insurance**;
- c. except as provided in paragraph F. above, salary, wages, or benefits of the **Named Insured**, the **Named Insured's employees**, the **Named Insured's temporary workers** or **volunteer workers**;
- d. costs to acquire, repair or replace real or personal property;
- e. the **Named Insured's** loss of business income;
- f. expenses incurred by or on behalf of the **Named Insured** to hire a public adjuster or appraiser or any other claim adjustment expenses incurred by the **Named Insured**; and

- g. expenses incurred by or on behalf of the **Named Insured** due to **bodily injury, property damage, or personal and advertising injury**.

Leased worker means a person leased to the **Named Insured** by a labor leasing firm under an agreement between the **Named Insured** and such labor leasing firm, to perform duties related to the conduct of the **Named Insured's** business. **Leased worker** does not include a **temporary worker**.

Loading or unloading means the handling of property:

- A. after it is moved from the place where it is accepted for movement into or onto an **aircraft, watercraft or auto**;
- B. while it is in or on an **aircraft, watercraft or auto**; or
- C. while it is being moved from an **aircraft, watercraft or auto** to the place where it is finally delivered.

However, **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **aircraft, watercraft or auto**.

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on or next to premises the **Named Insured** owns or rents;
- C. vehicles that travel on crawler treads;
- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1. power cranes, shovels, loaders, diggers or drills; or
 - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
 - 1. equipment designed primarily for:
 - a. snow removal;
 - b. road maintenance, but not construction or resurfacing; or
 - c. street cleaning;
 - 2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - 3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are



considered **autos**.

Named Insured means the persons or organizations named as such in the Declarations of this Policy.

Nuclear facility means:

- A. any **nuclear reactor**;
- B. any equipment or device designed or used for:
 - 1. separating the isotopes of uranium or plutonium;
 - 2. processing or utilizing **spent fuel**; or
 - 3. handling, processing or packaging **nuclear waste**;
- C. any equipment or device used for the processing, fabricating or alloying of special **nuclear material** if at any time the total amount of such material in the custody of any **Insured** at the premises where such equipment is located consists of or contains more than:
 - 1. 25 grams of plutonium or uranium 233 or any combination thereof; or
 - 2. 250 grams of uranium 235; and
- D. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear material means source material, special nuclear material, or by-product material as these terms are defined in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Nuclear reactor means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Nuclear Waste means waste material:

- A. containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from ore processed primarily for its source material (as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof) content; and
- B. resulting from the operation by any person or organization, of a **nuclear facility** included within paragraphs A. and B. of the definition of **nuclear facility**.

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Other insurance means any:

- A. valid and collectible policy of insurance;
- B. self insurance; or
- C. indemnity agreement by which an **Insured** arranges for funding or transferring its liabilities

that provides coverage that this Policy also provides. **Other insurance** does not include **underlying insurance** or any policy that was bought specifically to apply in excess of the limits of insurance shown in the Declarations of this Policy.

Other organic pathogens means any organic irritant or contaminant other than **fungi**, including but not limited to bacteria, microbes and viruses (whether or not a microorganism), that cause infection and disease.

Other organic pathogens includes any spores, mycotoxins, odors, variants, mutations, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of such



pathogens, and any colony or group of the foregoing.

However, **other organic pathogens** does not mean pathogens that were transmitted directly from person to person.

Permanent disability means permanent physical inability, or mental inability due to a permanent physical inability, of the **key employee** to perform the normal duties of the applicable position for which the individual qualifies as a **key employee**.

Personal and advertising injury means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- A. false arrest, detention or imprisonment;
- B. malicious prosecution or abuse of process;
- C. wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
- D. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- E. oral or written publication, in any manner, of material that violates a person's right of privacy;
- F. the use of another's advertising idea in the **Named Insured's advertisement**; or
- G. infringing upon another's copyright, trade dress or slogan in the **Named Insured's advertisement**.

Policy period means the time from 12.01 A.M. on the effective date of this Policy as set forth in the Declarations of this Policy to the earlier of 12.01 A.M. of the expiration, termination or cancellation date of this Policy.

Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes medical waste and materials to be recycled, reconditioned or reclaimed.

Products-completed operations hazard means **bodily injury** or **property damage** occurring away from premises the **Named Insured** owns or rents and arising out of **your product** or **your work** except:

- A. products that are still in the **Named Insured's** physical possession; or
- B. work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - 1. when all of the work called for in the **Named Insured's** contract has been completed;
 - 2. when all of the work to be done at the job site has been completed if the **Named Insured's** contract calls for work at more than one job site; or
 - 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.

However, **products-completed operations hazard** does not include **bodily injury** or **property damage** arising out of:

- A. the transportation of property, unless **bodily injury** or **property damage** arises out of a condition in or on a vehicle not owned or operated by the **Named Insured**, and that condition was created by the **loading or unloading** of that vehicle by any **Insured**;
- B. the existence of tools, uninstalled equipment or abandoned or unused materials; or



- C. products or operations for which the **underlying insurer** states that products-completed operations are subject to the General Aggregate Limit.

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 **incident** that caused it.

However, **electronic data** is not tangible property.

Retained amount means the self insured retention as set forth on the Declarations of this Policy or the amount payable by **other insurance**, whichever is greater.

Silica means the chemical compound silicon dioxide (SiO₂) in any form, including dust which contains silicon dioxide.

Spouse means any husband, wife or partner in a marriage or civil union or any person qualifying as a domestic partner under any federal, state or local laws or under the **Named Insured's** employee benefit plans or employee benefits program.

Sub limit means a limit that is lower than the **underlying limits**.

Suit means a civil proceeding in which **damages** because of injury or damage to which this insurance applies are alleged, including:

- A. an **arbitration proceeding** alleging such **damages**; or
- B. any other alternative dispute resolution proceeding in which such **damages** are claimed and to which the **Insured** submits with the Insurer's consent.

Temporary worker means a worker who is furnished to the **Named Insured** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

Underlying insurance means policies of insurance listed in the Schedule of **Underlying Insurance** including renewal or replacement of such insurance which is neither more restrictive nor more broad than that listed in the aforementioned Schedule of **Underlying Insurance**.

Underlying insurer means the insurer providing the **underlying insurance**. It does not include any insurer whose policies were purchased specifically to be in excess of this policy.

Underlying limits means the limits of insurance as set forth in the Schedule of **Underlying Insurance**.

Volunteer worker means a person who is not an **employee** and who donates his or her work and acts at the direction of or within the scope of duties determined by the **Named Insured** and is not paid a fee, salary or other compensation by the **Named Insured** or anyone else for their work performed for the **Insured**.

Your product means:

- A. means:
 - 1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. the **Named Insured**;
 - b. others trading under the **Named Insured's** name; or
 - c. a person or organization whose business or assets the **Named Insured** has 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.

Your work:

A. means:

1. work or operations performed by the **Named Insured** or on its behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

B. Includes:

1. warranties or representations made 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.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by the Insurer's Chairman and Secretary, but this Policy shall not be binding upon the Insurer unless completed by the attachment of the Declarations of this Policy and signed by the Insurer's duly authorized representative if required.

Chairman of the Board

Secretary

Brett D. Biwer

From: Madsen, Debbie <Debbie.Madsen@rrins.com>
Sent: Tuesday, August 16, 2022 7:34 AM
To: Brett D. Biwer; Jakin Grabau
Cc: DeAnn Slade
Subject: RE: Somers CTH A&Y close-out

***** CAUTION: Think Security!** This email originated from outside of Baxter & Woodman, Inc. Do not click on links or open attachments unless you recognize the sender and know that the content is safe.

Good Morning Everyone

I can send a COI for the 22-23 policy period after the 11-17-22 renewal has been finalized, which will most likely be closer to mid-October.

Debbie

From: Brett D. Biwer <BBiwer@baxterwoodman.com>
Sent: Monday, August 15, 2022 4:02 PM
To: Jakin Grabau <jakin@globecontractors.com>
Cc: Madsen, Debbie <Debbie.Madsen@rrins.com>; DeAnn Slade <deann@globecontractors.com>
Subject: [EXTERNAL] RE: Somers CTH A&Y close-out

THIS IS AN EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Jake

Below is a good example of a warranty letter from Willkomm. Your substantial completion date was April 21, 2022.

Also below is the spec section regarding insurance and extended insurance. Give me a call if you have questions.



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

MEETING DATE: September 13, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #11 Action on Resolution 2022-013, A Resolution Establishing an Investment Policy and Designating Public Depositories

#12 Action on proposed Investment Advisory Agreement with Ehlers Investment Partners, LLC

BACKGROUND:

The interest rate environment has been changing rapidly. Based on this fact, Administration and Trustee Ostby have been working on finding better ways to invest our cash on hand to take advantage of rates. In the past, the majority of all our cash has been deposited between LGIP and Tri-City National Bank. In recent months, LGIP has lagged behind our negotiated rate with Tri-City. The Village has transferred funds to Tri-City to earn additional interest. In this new environment, it would be advantageous for the Village to pursue more avenues to earn additional interest. The Village has met with representatives from Charles Schwab, American Deposit Management Company, and Ehlers.

PRIOR ACTION TAKEN:

In August, the Village passed Resolution 2022-012 that set our new investment policy. Since this time cash has been moved from the LGIP to Tri-City to take advantage of negotiated rate. On September 2nd, Trustee Ostby, President Stoner and Staff met with Ehlers to discuss using them as our investment advisor. Under this scenario, the funds we would deposit would have to go to their holding bank, as they are advisors not a depository. This would require amending the policy to add their bank as a depository.

At our September 13th Work Session, the Board reviewed the following additional parameters for our Investment Policy:

- \$10-18M Strategy with up to two-year maturities.

O Acceptable securities

- Treasury up to 100%
- Agency 40% or less with no more than 30% in government-sponsored enterprise (example SBA)
- Corporate or Muni's AA or better, up to two-year maturity, under 20% (WI Non-rated may be okay in some cases)
- 20% of the operating budget to be maintained in liquid accounts

At this meeting the Board also discussed, hiring Ehlers as our investment advisor. The general consensus was to bring these matters to our September 13th Board Meeting for action.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Based on our September 13th Work Session, Administrator Peters has drafted Resolution 2022-013 to add Ehlers holding bank, Pershing Wealth Solutions BNY Mellon, as a depository. Charles Schwab has also been added as aa depository to give us flexibility in the event we decide to use them as an additional investment firm. Any agreement to use Charles Schwab as an additional advisor would also come before the Board.

Administrator Peters has also incorporated the above discussed parameters into an updated investment policy. The "20% operating budget to be maintained in liquid accounts" is under Section I, 2. Liquidity and the remaining parameters located are Section V Investment Parameters.

Ehlers has provided their standard Investment Advisory Agreement and fee schedule. As noted on the fee schedule there is a 40% discount for assets under management before 12/31/2023. The fee schedule is discounted to ensure that the average fee is under .15 basis points. The policy requires that the Clerk/Treasurer provide a summary of dollars invested on a monthly basis. Ehlers has provided an example of what the monthly summary would be if the Village were to enter into the proposed agreement.

Administration would recommend approval of Resolution 2022-013 and approval of entering into the attached investment advisory agreement with Ehlers Investment Partners, LLC. In the event that the Village Board agrees with the suggested actions, suggested motions to approve would be as follows:

#11

"Motion to approve Resolution 2022-013, A Resolution Establishing an Investment Policy and Designating Public Depositories"

#12

"Motion to approve entering into an Investment Advisory Agreement with Ehlers Investment Partners, LLC"

ATTACHMENTS:

Resolution 2022-013

Updated Investment Policy

Investment Advisory Agreement with Ehlers Investment Partners, LLC

Fee Schedule

Portfolio Examples at \$18 Million, \$14 Million and \$10 Million

Monthly report example

RESOLUTION 2022-013

Resolution Establishing an Investment Policy and Designating Public Depositories

Investment Policy Adoption

The Village of Somers investment policy shall be adopted by resolution by the Village Board of Trustees. The policy shall be reviewed periodically by the Clerk/Treasurer and any modifications shall be presented to the Village Board of Trustees for approval.

NOW, THEREFORE, BE IT RESOLVED That:

Delegation of Authority

The Village Board of Trustees delegates the authority to invest public funds to the Village Administrator, Clerk/Treasurer, or designee. This delegation authorizes the Clerk/Treasurer or designee to purchase investments for the Village. Responsibility is delegated to the Clerk/Treasurer or designee to establish procedures to be used for safekeeping, wire transfers, and other banking agreements, consistent with this policy and a system of controls.

BE IT FURTHER RESOLVED that:

Authorized Financial Institutions

The Village Board of Trustees designates the following institutions as public depositories for the funds of the Village of Somers as stated in 93-94 Sections 34.01(5) and 34.05(1) of the Wisconsin Statutes.

- Local Government Investment Pool Funds for the State of Wisconsin
- Hometown Bank
- Tri City National Bank
- Educators Credit Union
- Associated Bank
- BMO Harris Bank
- First American Bank
- State Bank of the Lakes N.A., A WinTrust Community Bank
- Pershing Wealth Solutions BNY Mellon
- Charles Schwab & Co., Inc/Charles Schwab Bank

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be delivered to each of the above-named depositories and said depositories may rely on this resolution until changed by lawful resolution and certified copy of such resolution has been given to the cashier of the respective above-named depositories.

MISCELLANEOUS

Definitions of words and phrases shall, insofar as applicable, have the meanings set forth in Section 34.01 of the Wisconsin Statutes.

This policy is enacted in accordance with the provisions of Chapter 34 and Sections 66.0603, of the Wisconsin Statutes. In case of conflict, the state laws shall prevail.

This policy shall be reviewed periodically, but at least every 3 years, and shall continue in force until appealed or amended by further resolution of the Village Board of Trustees.

Adopted this _____ day of September, 2022

VILLAGE OF SOMERS
KENOSHA COUNTY, WISCONSIN

George Stoner, President

Attest: _____
Brandi Baker, Clerk-Treasurer

Date: _____

Village of Somers, Wisconsin Investment Policy

Dated: September 13, 2022

SCOPE

This policy applies to all funds under the authority of the Village of Somers, Wisconsin (the “Village”) not immediately needed to meet operating expenses of the Village. These funds shall, where permissible, be pooled together to achieve the best rate of return. The following fund types are covered by this investment policy: general, special revenue, debt service, capital project, sewer utility, water utility, storm water utility, other enterprise funds, trust and agency funds. This policy will include any new funds created, unless specifically exempted.

I. GENERAL OBJECTIVES

1. SAFETY

Safety of principal is the foremost objective of the investment program. Investments of the portfolio shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

2. LIQUIDITY

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Investment portfolios will be structured so that securities mature concurrent with cash needs to meet anticipated demands. Twenty percent (20%) of the operating budget to be maintained in liquid accounts. Alternatively, a portion of any portfolio may be placed in money market mutual funds or local government investment pools authorized and permissible under Wisconsin statutes which offer same-day liquidity for short term funds.

3. YIELD

Investment portfolios shall be designed with the objective of attempting to attain a market rate of return throughout budgetary and economic cycles, factoring investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. Securities shall generally be held until maturity with the following exceptions;

- A security with declining credit quality may be sold prior to maturity to minimize loss of principal.
- Liquidity needs of the Village require a security or securities are sold prior to maturity.
- A security swap would improve the safety and yield of the overall portfolio.

II. STANDARDS OF CARE

1. Prudence

Investments shall be made with judgment and care giving first consideration to the safety of the investment, then liquidity and finally yield. "Notwithstanding any other provisions of law, a treasurer who deposits public moneys in any public depository, in compliance with s. 34.05, is thereby relieved of liability for any loss of public moneys which results from failure of any public depository to repay to the public depositor the full amount of its deposits thus causing a loss as defined in s. 34.01 (2)." (Section 34.06 of the Wisconsin Statutes) This policy should not be construed as to imply that an investor should engage in speculative or risky investments. Nor does this policy condone aggressive leveraging for investment purposes.

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Officers and employees shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Village.

3. Delegation of Authority

Management and administrative responsibility for the investment program of the Village is entrusted to the Village Administrator and Clerk/Treasurer under the directions of the Village Board of Trustees. Individuals authorized to engage in investment transactions on behalf of the Village are the listed in *Appendix A*.

4. Permissible Investments

Permissible investments include any investment stipulated in Wisconsin statute 66.0603 (1m). *See full list in Appendix B*.

III. INTERNAL CONTROLS

The Clerk/Treasurer shall establish a system of internal controls designed to prevent losses of Village funds arising from fraud, misrepresentation by third parties, unanticipated changes in financial markets, employee error or imprudent actions by employees.

Internal controls shall address:

- Separation of transaction authority from accounting and record keeping.
- Clear delegation of authority to subordinate staff members.
- Confirmation of transactions for investments and wire transfers.

- Development of a wire transfer agreement with the lead bank and third-party custodian.
- Investment and interest earnings will be recorded in the Village's accounting records based on generally accepted government accounting procedures.
- A periodic summary of all investment transactions will be prepared by the Clerk/Treasurer for review by the Village Board of Trustees.
- Each year, as part of the annual audit by an external auditing firm, there will be an independent review. This review will provide internal control by assuring compliance with this policy

IV. COLLATERALIZATION

Certificates of Deposit that exceed FDIC insurance limits and/or coverage limits specified in Wisconsin statutes 34.08(1)(2) shall require collateral valued at 102% of the principal and accrued interest. Conditions of the collateral arrangement will be detailed in a "Security Agreement" between the depository financial institution and the Village. Collateral pledged to the Village for this purpose will be held by a third-party custodian, in the Village's name, and evidenced by a "Tri-Party" agreement between the depository financial institution, the Village and the custodian. Evidence of ownership must be detailed in a safekeeping receipt supplied to the Clerk/Treasurer. Collateral substitution(s), such as letters of credit, must be authorized by the Village.

The Village may also request collateral, under the same conditions as stated above, for any deposits at any financial institution that exceed FDIC insurance limits.

V. INVESTMENT PARAMETERS

Diversification

Investments shall be diversified by:

- Limiting investments to avoid over concentration in securities from a specific issuer, industry or business sector, excluding U.S. Treasury obligations. Suggested acceptable securities and acceptable percentages of total dollars invested in said securities are as follows:
 - U.S. Treasury obligations up to 100%;
 - Agency 40% or less with no more than 30% in government-sponsored enterprise (example SBA);
 - Corporate or Municipalities rated AA or better, up to two-year maturity, under 20% (Wisconsin Non-rated may be okay in some cases).
- Investing in securities with varying maturities, with up to two-year maturities.

- Continuously investing a portion of the investment portfolio in readily available funds such as local government investment pools, money market accounts or money market mutual funds permissible under state statute.

VI. REPORTING

The Clerk/Treasurer shall present a monthly report on the investment program and investment activity to the Village Board of Trustees. The management summary shall be prepared in a manner that will allow the Village Board of Trustees to determine if investment activities during the reporting period conform to this Investment Policy.

VII. POOLING OF CASH

Except where otherwise provided by the Village Board of Trustees, the Clerk/Treasurer is authorized to pool the cash of the funds identified in this policy to maximize investment earnings where it is advantageous and prudent to do so. Investment income will be allocated to the various funds based on the pro rata portion of each fund.

VII. ADOPTION AND APPROVAL

By resolution, the Investment Policy shall be formally approved and adopted by the Village Board of Trustees and reviewed as needed but at least every three years.

LIST OF ATTACHMENTS

The following documents, as applicable, are attached to this policy;

- Relevant Wisconsin statutes and local ordinances
- List of authorized personnel
- List of authorized public depositories, financial institutions and broker/dealers

Appendix A

List of authorized personnel

Village Administrator

Village Clerk/Treasurer

Appendix B

66.0603 Investments.

(1g) Definition. In this section, "governing Council" has the meaning given under s. [34.01 \(1\)](#) but does not include a local exposition district Council created under subch. [II of ch. 229](#) or a local cultural arts district Council created under subch. [V of ch. 229](#).

(1m) Investments.

(a) A county, City, City, town, school district, drainage district, technical college district or other governing Council, other than a local professional football stadium district Council created under subch. [IV of ch. 229](#), may invest any of its funds not immediately needed in any of the following:

1. Time deposits in any credit union, bank, savings bank, trust company, or savings and loan association which is authorized to transact business in this state.

2. Bonds or securities issued or guaranteed as to principal and interest by the federal government, or by a commission, Council or other instrumentality of the federal government.

3. Bonds or securities of any county, City, drainage district, technical college district, City, town or school district of this state.

3m. Bonds issued by a local exposition district under subch. [II of ch. 229](#).

3p. Bonds issued by a local professional baseball park district created under subch. [III of ch. 229](#).

3q. Bonds issued by a local professional football stadium district created under subch. [IV of ch. 229](#).

3s. Bonds issued by the University of Wisconsin Hospitals and Clinics Authority.

3t. Bonds issued by a local cultural arts district under subch. [V of ch. 229](#).

3u. Bonds issued by the Wisconsin Aerospace Authority.

4. Any security which matures or which may be tendered for purchase at the option of the holder within not more than 7 years of the date on which it is acquired, if that security has a rating which is the highest or 2nd highest rating category assigned by Standard & Poor's corporation, Moody's investors service or other similar nationally recognized rating agency or if that security is senior to, or on a parity with, a security of the same issuer which has such a rating.

5. Securities of an open-end management investment company or investment trust, if the investment company or investment trust does not charge a sales load, if the investment company or investment trust is registered under the investment company act of 1940, [15 USC 80a-1](#) to [80a-64](#), and if the portfolio of the investment company or investment trust is limited to the following:

a. Bonds and securities issued by the federal government or a commission, Council or other instrumentality of the federal government.

b. Bonds that are guaranteed as to principal and interest by the federal government or a commission, Council or other instrumentality of the federal government.

c. Repurchase agreements that are fully collateralized by bonds or securities under subd. [5. a.](#) or [b.](#)

Appendix C

List of authorized public depositories, financial institutions and broker/dealers

- Local Government Investment Pool Funds for the State of Wisconsin
- Hometown Bank
- Tri City National Bank
- Educators Credit Union
- Associated Bank
- BMO Harris Bank
- First American Bank
- State Bank of the Lakes N.A., A WinTrust Community Bank
- Pershing Wealth Solutions BNY Mellon
- Charles Schwab & Co., Inc/Charles Schwab Bank



INVESTMENT ADVISORY AGREEMENT

Town and Village of Somers, WI

Client

This Agreement is entered into as of the Effective Date (described below) between Ehlers Investment Partners, LLC (referred to as “Advisor,” or “we,” “us,” or “our”), and the municipal government entity named above (referred to as “Client,” “you” or “your”). The parties agree as follows:

1) THE PROGRAM; ADVISOR AND AFFILIATES; RECEIPT OF DOCUMENTS; QUESTIONS AND RISKS

- a) Advisor and Advisor’s Affiliates. Advisor is an investment adviser registered with the United States Securities and Exchange Commission (“SEC”). Advisor previously conducted business under the name “BBE Community Investment Partners, LLC.” Advisor provides municipal governments a program of investment management services which includes cash flow analysis and forecasting, and related services known as investment advisory services (the “Program”), including the following (all the “Services”):
- i) Assisting Client in establishing investment objectives, consistent with Client's risk tolerance, financial needs and goals, and Client’s Investment Policy Statement (as described below);
 - ii) Assisting Client in establishing asset allocation mix based on Client's financial position, cash flow, risk preference, time horizon, and the Investment Policy Statement;
 - iii) Setting up a Client safekeeping account ("Program Account"), as defined below, with a qualified bank, brokerage firm or other financial institution (“Custodian”).
 - iv) Assisting Client in transfer of assets to and from Program Accounts, as directed by Client, for safekeeping;
 - v) Implementing trades and account management, as described in paragraphs 4 and 5;
 - vi) As requested by Client, preparing periodic performance reports regarding the Program Account;
 - vii) Meeting with Client, as needed, for updates of ongoing investment planning and portfolio review;
 - viii) At the direction of Client, contracting with third-parties to provide money market mutual funds, certificates of deposit (collateralized or uncollateralized) and other securities, as applicable; and
 - ix) With direction from Client, preparing a cash flow forecast to aid in determining funds available for investment.
- b) Agreement Governs Services and Program. Client’s participation in the Program, the Services, and the management of Program Account will be governed by the terms of this Agreement.
- c) Advisor’s Affiliated Companies. Advisor is one of the affiliated financial services companies comprising the Ehlers Companies, which also include Bond Trust Service Corporation, which provides paying agent services, and Ehlers & Associates, a registered municipal advisor, which provides municipal advisory services to government and not for profit entities. It is not anticipated that one of these affiliates will provide services for Client under this Agreement. If Adviser determines to engage the services of a company affiliated with it in providing advisory services to Client pursuant to this Agreement, Advisor will disclose such engagement to Client and Client may instruct Adviser to terminate such relationship at any time. Advisor, Bond Trust Service Corporation, and Ehlers & Associates do not share fees except through common ownership of Ehlers Companies.
- d) Program Account and Custodian. You will or have established the Program Account (defined below) with the Custodian (identified below) who will hold and maintain the Program Assets (defined below) in your name. You have or will identify the initial assets that will comprise the Program Assets, either on Exhibit

A attached hereto and incorporated herein by this reference or on forms now or hereafter supplied by Advisor or Custodian.

- e) Receipt of Documents. You acknowledge you have received and had the opportunity to review and ask our investment adviser representative assigned to your account (the “Representative”) questions about the following documents:
 - (i) our Brochure, Form ADV Part 2A (the “Brochure”),
 - (ii) the Brochure Supplement for our Representative (the “Brochure Supplement”),
 - (iii) our Notice of Privacy Policies summarizing our policies regarding your personal information, and
 - (iv) a copy of this Agreement.
- f) Opportunity to Discuss Questions. You have had the opportunity to discuss with the Representative:
 - (i) the anticipated types of investments in which the Program Account will invest, which shall be permitted investments under applicable state statute or client-specified investment policy;
 - (ii) the investment strategy (the “Strategy”) the Representative expects to use in managing the Program Assets;
 - (iii) the risks of the Program, these and types of investments;
 - (iv) the fees you will pay and the other expenses the Program Account will incur in the Program; and
 - (v) the circumstances where we have economic incentives and conflicts of interests to place our interests ahead of yours.
- g) Acceptance of Risk. You acknowledge and agree that the Program Account will be managed by Advisor and Representative on a non-discretionary basis: You acknowledge you understand and agree to accept the risks, fees, costs, and conflicts of interest associated with this Agreement and your participation in the Program.

2) CUSTODIAN, ACCESS TO ACCOUNT INFORMATION, THE PROGRAM ACCOUNT, AND THE PROGRAM ASSETS

- a) Custodian and Program Account. To participate in the Program, your assets must be maintained in account(s) under your name (the “Program Account”) with one or more qualified custodians (collectively, if more than one, the “Custodian”). Your account with the Custodian will be governed by separate agreements between you and the Custodian, and you will be solely responsible for negotiating the terms of such agreements. The Program Account will bear the fees and expenses of the Custodian and of transactions for the Program Assets, according to your agreement with the Custodian. These costs will be separate from and in addition to the Advisory Fees your account pays.
 - (i) The Custodian will send you at least quarterly a statement for the Program Account reflecting the Program Assets received or disbursed by the Custodian, the amount of fees or expenses paid from the Program Account, the transactions occurring with respect to the Program Account, and a summary of the Program Account’s positions and values, as of the end and for the period covered by such statement. You authorize the Custodian to send copies of its statements and confirmations of transactions to us and your Representative, along with an indication that the statements have been sent to you, and to permit us and the Representative to electronically view and download Program Account information. You grant us unrestricted access to your account information.
- b) Program Assets. The “Program Assets” refer, collectively, to the assets maintained by the Custodian for the Program Account, including without limitation, the income, gains, and additions thereto, as reflected on the Custodian’s records from time to time. An asset becomes a Program Asset as of the date the asset is

posted by the Custodian to the Program Account (which may be different than the trade date or settlement date).

- (i) We will not manage or be responsible for taking any action with respect to an asset unless and until it becomes a Program Asset, even if such asset is otherwise held or maintained by the Custodian. You shall be solely responsible for the investment and reinvestment of your assets, and you will bear the risk of market fluctuations and any decline (or increase) in value, until such assets have become Program Assets.
- (ii) Client acknowledges that during the term of this Agreement, there will be periods of time when neither Client nor Advisor will be able to effect transactions for Client's assets (such as, for example, when an asset is being transferred, purchased, exchanged, or redeemed), or when Program Assets will be subject to limitations or restrictions on transfer, purchase, exchange, or redemption imposed by a mutual fund company or other issuer, and Client agrees to bear the risk of market fluctuations and any decline (or increase) in value during such periods.

3) THE PROGRAM AND THE PROGRAM ACCOUNT

a) Suitability Information.

- (i) Representative will assist Client in completing an account profile to collect information regarding the Client's financial situation, and the investment objective, tolerance for risk, liquidity needs, and investment time horizon for the Program Account (all the "Suitability Information"), as well as any reasonable investment restrictions the Client wishes to impose.
- (ii) Representative will assist Client to develop an investment policy statement (the "IPS") which summarizes a range of factors affecting the recommendations Advisor makes for the Program Account, which may include, initial asset classes and allocation targets, minimum quality and duration standards, risk tolerance and volatility limits, diversification requirements, and expectations for account rebalancing to maintain designated targets. However, Client recognizes there will be times when, in Advisor's judgment, deviation or modification from any guideline, policy, target, or minimum standard, limit, requirement, or expectation contained in the IPS is appropriate, and Client hereby agrees, consents, and ratifies each such deviation or modification.

b) Program Account. Advisor will provide continuous and regular investment management services with respect to the Program Assets. Client may at any time deposit additional funds and/or securities with Custodian so as to increase the Program Account. Client may also withdraw funds or securities from the Program Account by giving notice to Advisor and Custodian. Client can choose to engage Advisor to provide investment advisory services on a discretionary or non-discretionary basis.

- i) Discretionary. By electing discretion, Client grants Advisor full authority to buy, sell, or otherwise effect investment transactions involving the Program Assets in the Program Account. Clients who engage Advisor on a discretionary basis may, at any time, request reasonable restrictions, in writing, and subject to review and approval, Advisor will accommodate such requests.(i.e. limit the types/amounts of particular securities purchased for the Account, exclude the ability to purchase securities with specific investment ratings, etc.)
- ii) Non-Discretionary. By electing to engage Advisor on a non-discretionary basis, Advisor shall not exercise discretion with respect to the Account or transactions. Advisor will make investment recommendations, based upon the needs of the Client, as to specific cash and security investments the Program Account may purchase or sell, guided by the Suitability Information, Investment Policy Statement, applicable State Statutes and information provided to Advisor from time to time, and if such recommendations are accepted by the Client, Advisor is responsible for arranging or effecting the purchase or sale of such investments.

4) ADVISOR'S AUTHORITY.

- a) Authority to Act for Client and the Program Account. In the performance of Advisor's responsibilities under this Agreement:
- (i) Client authorizes Advisor and Representative, at Client's risk:
 - (A) to issue instructions or orders to Custodian: to purchase, sell, exchange, redeem, or otherwise effect transactions involving the Program Assets, as they deem necessary or proper to manage the Program Account consistent with the Suitability Information;
 - (B) to transfer Program Assets to one or more accounts maintained at a qualified custodian with an accountholder registration identical to the Program Account (each a "Transferee Account"), which Client must specifically identify (e.g., by name of qualified custodian, account registration, and account number); provided,
 - (1) if the Transferee Account is intended to be a Program Account, Client has designated it as such on forms as Advisor or Custodian request, and furnished a copy of this Agreement to its Custodian, in which case Advisor is specifically empowered to transfer assets to and from such Program Account, as necessary, consistent with its management responsibilities; or
 - (2) if the Transferee Account is not a Program Account, Client has authorized Advisor in writing to make specific transfer(s) to (but not from) the Transferee Account and a copy of that authorization is provided to the qualified custodian; and
 - (C) to perform acts necessary or convenient for the efficient management or administration of the account or performance of Advisor's obligations under this Agreement; provided, in no event shall Advisor have such authority as to constitute actual or constructive custody of the Program Assets (other than the authority with respect to the payment of the Advisory fees);
 - (D) provided, Advisor shall not have any authority: to obtain possession of the Program Assets (except in payment of the Advisory Fees, as provided below); or to cause the transfer or distribution of any of the Program Assets out of a Program Account (other than in connection with usual trading or transactions for the Program Account), except to an account with a qualified custodian with an accountholder registration identical to the Program Account; and
 - (ii) Client specifically agrees that all authority granted in this Agreement to act on behalf of Client and the Program Account is granted solely to Advisor, and the descriptions of authority that refer to the Representative are limited to authority Advisor grants to Representative to provide investment advisory services on Advisor's behalf for Client and the Program Account. Advisor may limit or terminate any authority granted to a Representative in our discretion; and all such authority to act terminates immediately upon Advisor's termination of such authority.
- b) Evidence of Advisor's Authority. Advisor may provide a copy of this Agreement to any Custodian, broker, or other third-party, as evidence of Advisor's authority to act for you and the Program Account.
- c) Reliance on Suitability Information and Investment Policy Statement. Client shall provide Advisor with accurate, complete, and current Suitability Information and Investment Policy Statement necessary for Advisor to manage the Program Assets and provide the services pursuant to this Agreement.
- (i) Client acknowledges the Representative and Advisor have and will rely on the Suitability Information and Investment Policy Statement in making investment recommendations for the Program Account. Client agrees to notify Representative and Advisor promptly, in writing, of changes in the Suitability Information and Investment Policy Statement, such as any new or changed information regarding Client's financial condition or needs, tolerance for risk, investment time horizon, or investment objective, or changes in the Client's asset allocation targets, or investment restrictions, or other matters, as expressed in the Investment Policy Statement, or any other matter that would be material to the investment advice or other services Advisor provides for Client.

- (ii) Client agrees that neither Representative nor Advisor, nor any of Advisor's directors, officers, employees, or agents will be responsible or liable as a result of Client's failure to provide Advisor with timely, accurate, and complete Suitability Information, or to notify Advisor of any new or changed information, as described in the preceding paragraph. Client agrees to hold all of Advisor and Advisor's affiliates, and all of such persons harmless and to indemnify each of them for any loss, liability, damage or expense (including without limitation, reasonable attorneys' fees) incurred by any of them, arising from or related to Client's failure to ensure that the Suitability Information or Investment Policy Statement is timely, accurate and complete, or Client's failure to notify Advisor of any new or changed information that would be material to the investment advice or other services Advisor provides.

(A) Client is not waiving any right or remedy Client would have against Advisor or Representative under the Investment Advisers Act of 1940 or other federal securities laws.

- d) No Guarantees Regarding Profits or Limitation of Losses. Advisor cannot guarantee that participation in the Program will be profitable or that Client losses will be limited. Client agrees to bear the risk of losses resulting from investing the Program Assets in the Program.
- e) Tax Consequences. Client acknowledges that Advisor is not acting as a tax accountant or lawyer for Client, and neither Advisor nor Representative has provided Client with any tax opinions or legal advice with respect to the Program. The purchase, sale, exchange, and redemption of Program Account investments will generally be treated as taxable events. Client has consulted its tax advisor or otherwise understands the potential tax consequences of the Program.

5) EXECUTION OF ACCOUNT TRANSACTIONS

- a) Brokerage Discretion. Client agrees each portfolio manager for the Program Account (whether a Representative or Advisor's Investment Committee) is granted the authority to effect transactions with or through a broker-dealer selected in the portfolio manager's discretion, which may be the Custodian or a broker-dealer affiliated with the Custodian.
- b) DVP Transactions. Advisor shall instruct the brokers and dealers that execute orders for the Account to send Client all transaction confirmations and that all transactions must be completed using delivery vs. payment (DVP), and except as provided below with respect to Aggregation of Orders and Block Trading, all transactions for the Account shall be effected independently of transactions for Advisor's other clients.
- c) Instructions by Advisor's Authorized Personnel. Instructions of Advisor to Custodian shall be made in writing or, at the option of Advisor, shall be made orally and confirmed in writing as soon as practical thereafter; provided that all such instructions, written or oral, shall be issued only by persons designated from time to time by Advisor in a written instrument delivered to Custodian. Client shall provide, or instruct Custodian to provide, to Advisor such periodic reports concerning the status of the Account as Advisor may reasonably request.
- d) Selection of Brokers. In selecting brokers, the portfolio manager will consider the full range and quality of the broker's services, including, among other things, execution capability, cost, financial responsibility, responsiveness, and the value of research and other services; provided, the manager will not recommend a broker solely on the basis of the lowest possible commission cost, but rather, Advisor will determine whether the broker has the ability to provide the best overall qualitative execution considering all factors, including services that benefit our firm.

6) AGGREGATION OF ORDERS AND BLOCK TRADING

- a) Authority, But No Obligation, to Engage in Block Trading. Client hereby grants each portfolio manager for the Program Account the authority, but Client relieves them of any obligation, to aggregate orders for

the Program Account with orders for other accounts for the purpose of “block trading.” Client acknowledges that if orders for the Program Account are not aggregated with other orders into block orders, Client will not receive the benefits of potentially lower transaction costs, timelier or better execution, volume discounts, or other efficiencies that might be obtained by accounts whose orders are aggregated. Client authorizes and directs Advisor to instruct all firms executing orders for Client to forward confirmations of those transactions to Custodian and Advisor.

- b) Average Price Account. Although the practices of portfolio managers may vary, block orders, if any, are typically effected through an “average price account” or similar account such that transactions for accounts participating in the order are averaged as to price and transaction costs. If a portfolio manager cannot obtain complete execution of the entire aggregated order at prices or for transaction costs that the portfolio manager believes are desirable, the portfolio manager will allocate the securities or proceeds of the orders that were executed among the participating accounts according to the portfolio manager’s internal order allocation procedures. Such allocations must be consistent with its fiduciary duty to manage accounts fairly and non-preferentially over time, to the extent within its reasonable control.

7) ADVISORY FEES AND OTHER EXPENSES OF THE ACCOUNT, PROGRAM ASSETS, AND PROGRAMS

- a) Advisory Fee Rates. For the term of this Agreement, you agree to pay or cause to be paid in arrears, the Advisory Fees calculated according to the terms of paragraph (b) and the attached Schedule of Fees.
- b) Advisory Fees Payable Monthly in Arrears. Advisory Fees are calculated and payable monthly in arrears according to the Fee Schedule as attached hereto or subsequently amended, based on the average daily market value of Program Assets. Advisor will provide to Client an accounting for fees owed no later than the 10th business day of each month for services billed for the previous month (or as of the last day of the term of this Agreement). Payments for services are due 30 days from invoice date. Client may authorize electronic payment of Advisory Fees. Advisory Fees are not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory client.
- (i) The Advisory Fees do not include the additional costs Client will incur for mutual funds, ETF’s, and other investment companies (such as 12b-1 Fees); the Brokerage and Investment Expenses; and any Custodial Expenses, as described in our Brochure; and any other costs not strictly included in the Advisory Fee.
- (ii) Except as provided below, the value of the Program Assets shall be determined by reference to the valuations provided by or available from the Custodian (including without limitation, through any electronic system made available to Advisor). If the last trading day of a calendar month or other period for which Advisor calculate Advisory Fees is different than the last day of a Custodian’s reporting or statement period, Advisor may value Program Assets maintained by the Custodian as of the close of the Custodian’s reporting or statement period, as Advisor shall select on a consistent basis for each Custodian.
- c) Deduction and Payment of the Advisory Fees from the Program Account. Unless Client instructs on the Schedule of Fees that all fee payments will be made by it directly to Advisor, all Advisory Fee payments will be made by deduction from the Program Account immediately upon presentation of Advisor’s fee invoice to the Custodian. Custodian is authorized and directed to deduct the Advisory Fees directly from the Program Account and pay the Advisory Fees to Advisor when due, according to Advisor’s instructions, without prior notice to or further consent from Client. Client agrees to provide Custodian with such additional documentation as Advisor or Custodian requests authorizing and directing the Custodian to deduct the Advisory Fees from the Program Account and to pay the Advisory Fees to Advisor when due. Client authorizes Advisor to manage the Program Account to provide sufficient cash will be available in the Program Account to pay the Advisory Fees; however, in the event available cash is not sufficient at the time Advisory Fees are payable, Client agrees to authorize promptly the liquidation of securities in an amount sufficient to pay the Advisory Fees.

8) OTHER DIRECT AND INDIRECT EXPENSES

- a) Additional Fees and Expenses. Client understands that in addition to the Advisory Fees, the Program Account will also incur the following direct and indirect fees and expenses:
- (i) costs of transactions placed through the Custodian or other brokers: the Program Account will be responsible for brokerage commissions, sales charges, ticket charges, exchange fees, redemption fees, mark-ups, mark-downs, and dealer spreads paid to or received by any broker in connection with transactions involving the Program Assets; fees for floor brokerage, electronic transaction networks, and exchanges; fees and expenses pursuant to a Custodial Agreement or any agreement with a broker, including without limitation, fees or expenses for postage, deliveries, additional services, wire transfers, taxes; and other third-party expenses with respect to the Program Assets or the Account;
 - (ii) custodial charges: the Program Account will be responsible for any charges imposed by the Custodian for services in maintaining custody and delivering the Program Assets, according to Client's separate agreement with the Custodian;
 - (iii) mutual fund and other investment company charges: the Program Account will be responsible for the fees and expenses that are deducted from the net asset value of mutual funds, money market funds, and other investment company securities held by the Program Account (and which constitute indirect expenses of the Program Account), including without limitation, internal operating and investment expenses of such funds or marketing and distribution fees (known as "12b-1 Fees"), servicing fees, sub-accounting fees, internal fund management fees; and
 - (iv) short-term trading or redemption fees: the Program Account will be responsible for the fees imposed by mutual funds or variable annuities for short-term trading or early redemptions or exchanges made within short periods of time (typically 1% - 2% of the amount originally invested).
- b) Availability of Lower Cost Services. You acknowledge that the Advisory Fees and other expenses charged to or borne by the Program Account may be higher than the fees and expenses charged for advisory programs or services offered through other investment advisors for similar products and services. You acknowledge that you can purchase mutual funds directly from a mutual fund company or through a broker of your choosing without participation in the Program; however, in that event you would not receive the benefit of our advice, which is intended to select and manage suitable investments for the Program Account.
- c) Additions and Withdrawals of Program Assets. Subject to the Program's Terms and Conditions, the procedures of the Custodian, and to usual and customary securities settlement procedures, you may make additions to and withdrawals of Program Assets from the Program Account at any time; provided, we may exercise our right to terminate this Agreement and close the Program Account if the value falls below the minimum account size stated in this Agreement.

9) MINIMUM ACCOUNT SIZE; MINIMUM FEE

- a) No Minimum Account Size. We do not require a minimum account size.
- b) No Minimum Fees. We do not charge a minimum fee.

10) NON-EXCLUSIVE RELATIONSHIP

You acknowledge and agree that we may provide investment advisory services to other clients and receive fees for such services. The advice given and the actions taken with respect to such other clients, or with respect to accounts owned or controlled by us, the Representative, members, directors, officers, employees or agents may differ from advice given or the timing and nature of actions taken with respect to your account. You further recognize that transactions in a specific security may not be accomplished for all of our accounts at the same time or at the same price. You acknowledge that in managing the Program Account, we may purchase or sell securities in which we, the Representative, or our officers, directors, employees, or agents have or may acquire, directly or indirectly, a position or interest.

11) PROXY VOTING

We shall not have any obligation or authority to take any action or render any advice with respect to the voting of proxies for securities held for the Program Account. You (or the plan fiduciary in the case of an Account subject to the provisions of the Employee Retirement Income Security Act of 1974 [“ERISA”]) expressly retain the authority and responsibility for voting all proxies, and we are expressly precluded from rendering any advice or taking any action with respect to the voting of any proxies.

12) ASSIGNMENT

This Agreement shall be binding on Client’s successors, administrators, and permitted assigns. We may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) this Agreement without your consent. Your consent to an assignment may be oral, and may be obtained through “negative consent” (among other permissible methods) in a manner consistent with our understanding of guidance of the Securities and Exchange Commission or its Staff.

13) TERM AND TERMINATION

- a) Agreement in Effect as of Effective Date. This Agreement shall be in effect as of the Effective Date and shall continue until terminated by either party at any time without penalty upon written 30 days’ written notice to the other party. Such termination shall not, however, affect liabilities or obligations incurred or arising prior to such termination.
- b) Client Responsibility Upon Termination. Upon termination of this Agreement, you shall have the exclusive responsibility for managing your assets, and we shall have no further obligation to act or provide advice with respect to the Program Account or your assets. After this Agreement has been terminated: you will be charged commissions, sales charges, and transaction, clearance, settlement, and custodial charges, at prevailing rates, by any broker-dealer; you will be responsible for monitoring all transactions and assets; and we shall not have any obligation to monitor or make recommendations with respect to the account or those assets.
- c) Refund Upon Termination. Recognizing that Advisory Fees are payable in arrears, if you terminate this Agreement within five (5) business days of the Effective Date, and for some reason you have prepaid any Advisory Fees, you shall receive a full refund thereof. Alternatively, if this Agreement is terminated more than five (5) business days after the Effective Date, and for some reason you have prepaid any Advisory Fees, any prepaid Advisory Fees (if any) shall be applied to the prorated Advisory Fees payable for the last calendar month based on the number of days this Agreement was in effect during such month and the unearned portion shall be refunded to you within 30 days, and the Program Account shall be charged for any balance due. Upon termination of this Agreement, the Program Account will be charged the customary fees and commissions charged by Custodian and the Custodian’s fees for its services with respect to closing the Program Account and holding, transferring or liquidating the Program Assets.

14) REPRESENTATIONS

Each individual acting on behalf of a municipality, corporation, partnership or limited liability company (each of which is referred to as a “person”) represents that the execution of this Agreement has been duly authorized by appropriate action of the governing body of such person, and that such individual has full power and authority to enter into this Agreement on behalf of such person; (ii) the terms hereof do not violate any agreement or obligation by which such individual or person is bound, whether arising by contract, operation of law, or otherwise; (iii) this Agreement has been duly authorized by such person and shall be binding according to its terms; and agrees to advise Advisor of any material change in such individual’s authority or the propriety of maintaining the Program Account. Client shall deliver to Advisor evidence of any such individual’s authority to act on behalf of Client, as Advisor or any Custodian shall request from time to time.

15) RISK AND LIABILITY

- a) Risk of Loss. Client recognizes that there may be loss or decline in the value of any of the Program Assets. Client represents that neither Advisor, nor Advisor's affiliates or anyone associated with Advisor (including without limitation Representative, or any directors, officers, employees or agents) has made any guarantee, either oral or written, that the Program Account's investment objectives will be achieved. Neither Advisor nor any of its affiliates or such persons shall be liable for any loss incurred by reason of any act or omission by Custodian, or a third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that you may have under applicable state or federal law, including without limitation the state and federal securities laws.
- b) Errors and Omissions Insurance. Advisor shall provide and maintain at its own expense during the term of this Agreement Errors and Omissions Insurance or Professional Liability Insurance covering the negligent acts, errors or omissions in the performance of professional services. Failure on the part of Advisor to produce or maintain the insurance shall constitute a material breach of contract upon which Client may immediately terminate this Agreement.

16) LEGAL PROCEEDINGS

Neither Advisor nor anyone associated with Advisor or Advisor's affiliates (including without limitation Representative) shall render advice or take any action with respect to legal proceedings involving or related to any of the Program Assets, or the issuers thereof, including without limitation, bankruptcies or class action lawsuits. You hereby expressly retain the right and obligation to take all action necessary to file responses, proofs of claim, or pleadings, and take all other actions related to any such proceeding.

17) NOTICES AND DOCUMENTS

- a) Any notice or document (including an executed counterpart of this Agreement) required or permitted by this Agreement shall be sufficient if made in writing, signed by the communicator, and sent by pre-paid first-class United States Mail or by pre-paid overnight delivery through a national delivery service, or transmitted by facsimile transmission to the addressee.
 - (i) Any notice or document which is mailed shall be deemed to have been given on the third business day after the date of mailing; provided, an executed counterpart of this Agreement shall be deemed to have been given on the date of mailing; and
 - (ii) Any such notice or document which is transmitted by facsimile or by pre-paid overnight delivery through a national delivery service shall be deemed to have been given on the business day following the business day on which it is transmitted or deposited with the national delivery service; provided, an executed counterpart of this Agreement shall be deemed to have been given on the date of transmission or deposit with the delivery service;
 - (iii) All notices or communications to Advisor shall be sent to Advisor's principal business location, or to the facsimile number at its principal business location, addressed to the attention of the President, as shown on the front of this Brochure.
 - (iv) All notices or communications to the client will be sent to the address or facsimile number for client, as shown on Advisor's records pertaining to client or the Program Account.
- b) If client consents to electronic delivery of Electronic Communications, as described below, the parties may use such methods to deliver notices and documents required or permitted by this Agreement (including an executed counterpart of this Agreement), in addition to the methods described in subparagraph (a) above. In that event, delivery of the notice or document shall occur upon the recipient's actual receipt of the Electronic Communication (for example, a text message, or email message actually received in the recipient's agreed email account); or notice of availability of the Electronic Communication (for example, notice that a message or attachment is available on Advisor's website) in a manner consistent with such paragraph.

18) CONSENT TO ELECTRONIC DELIVERY

- a) You hereby agree that if you provide us an Email Address (on the Signature Page to this Agreement or in any subsequent communication), we may, but we are not required to, deliver electronically to you, and you hereby consent to receive electronically, instead of receiving paper documents, any or all of the Electronic Communications (described below), on the terms and conditions described in this paragraph and in the Terms And Conditions For Electronic Delivery, which is incorporated herein by this reference. The agreements and consents in this paragraph are referred to as the “Consent.”
- b) The “Electronic Communications” means all disclosures, notices, and other communications relating to the account established between Client and Advisor pursuant to this Agreement (including an executed counterpart of this Agreement), or otherwise related to Advisor’s obligations or position as Client’s investment adviser, other than any document Client has specifically requested to be delivered in paper form. Client agrees that the following documents and all annual amendments and any notices related to them may be treated as Electronic Communications and may be delivered to Client electronically, in Advisor’s discretion:

Form ADV, Part 2A Brochure and Part 2B Brochure Supplement for Representatives and other Supervised Persons; Summary of Material Changes to the Brochure; Notice of Privacy Policies; annual amendment of any of such documents; any disclosure, notice, consent, “negative consent,” or document that Advisor (or any successor) is required or permitted to provide or deliver in connection with any business reorganization, sale, transfer, or assignment; and any other disclosure, notice, consent, “negative consent,” or document that Advisor (or any successor or affiliate) is required or permitted to provide or deliver to Client under the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisers Act of 1940, or the Rules of the Securities and Exchange Commission.

- c) The Consent is effective on the Effective Date and will remain in effect until you or we revoke it. Each person included as a “Client” may revoke or restrict the Consent at any time as to such person and receive in paper form any or all documents required to be provided to such person in paper form, by written notice sent to the following address: **Ehlers Investment Partners, LLC, Attention: Compliance, 3060 Centre Pointe Drive, Roseville, MN 55113 (the “Notice Address”).** The legal effectiveness and validity of an Electronic Communication that was valid and proper when delivered shall not be affected by any subsequent revocation or restriction of the Consent, or subsequent request for delivery of paper copies of Electronic Communications.
- d) You may also request paper copies of any Electronic Communication without revoking the Consent by written request to the Notice Address. We may charge a reasonable fee for paper copies of any Electronic Communication otherwise deliverable to you electronically; provided, we shall not charge any fee for delivery of the Brochure, summary of material changes to the Brochure, Brochure Supplement, Notice of Privacy Policy, or any other document we are required by law to provide to you without charge.

19) GOVERNING LAW

This Agreement and all the terms herein shall be construed and governed according to the laws of the State of Wisconsin, without giving effect to principles of conflict of laws, provided that there is no inconsistency with federal laws.

20) ENTIRE AGREEMENT

This Agreement (including without limitation the exhibits to this Agreement) represents the parties’ entire understanding with regard to the matters specified herein, and no other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to the other party concerning the subject matter of this Agreement. This Agreement supersedes all prior understandings and agreements between Client and Advisor relating to the subject matter of this Agreement.

21) SEVERABILITY

The provisions of this Agreement shall be severable. If any part of this Agreement is found to be invalid or unenforceable by statute, rule, regulation, decision of a tribunal, or otherwise, such finding shall not affect the validity or enforceability of the remainder of this Agreement.

22) AMENDMENTS

We shall have the right to amend this Agreement by modifying or rescinding any of its provisions (including without limitation, the Fee Schedule and Advisory Fees) or by adding new provisions; and any such modification, rescission, or new provision shall be effective as of the first day of the first calendar quarter beginning 30 days or more after we notify you, unless you terminate this Agreement prior to such effective date.

23) PRE-DISPUTE ARBITRATION AGREEMENT

Any controversy or dispute that may arise concerning the Account, any transaction in or for the Account, or the construction, performance or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and its Supplementary Procedures for Securities Arbitration; and the arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. Judgment upon the award may be entered into by any court, state, or federal, having jurisdiction.

The parties agree that any arbitration proceeding shall be held in Waukesha, Wisconsin, or as close thereto as reasonably possible, as determined by the Commercial Arbitration Rules of the American Arbitration Association, and its Supplementary Procedures for Securities Arbitration.

- **Arbitration is final and binding on all parties.**
- **The parties are waiving their right to seek remedies in court, including the right to a jury trial, except to the extent such a waiver would violate applicable law.**
- **Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- **The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- **No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; (b) the class is decertified; or (c) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated.**
- **The agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction. Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.**

24) MISCELLANEOUS

All paragraph headings are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and shall be binding on the parties as if executed in one document.

25) THE EFFECTIVE DATE; THE PARTIES

Once this Agreement has been executed on behalf of Adviser and Client, the “Effective Date” shall occur on the earlier of (i) the date a fully executed counterpart of this Agreement is deemed to be received by the other party following mailing, facsimile transmission, deposit with national delivery service, or electronic transmission by the last party to execute this Agreement, pursuant to paragraph 17; (ii) the date the last party to execute this Agreement otherwise communicates acceptance of this Agreement to the other party (which may be oral); or (iii) the date Advisor begins to provide advisory services pursuant to this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]



SIGNATURE PAGE

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 23 BEGINNING ON PAGE 11.

Each person executing this Agreement on behalf of Client acknowledges they have received, read, and understand this Agreement and the Program.

CLIENT:

Client Signature

George Stoner

Name (Print)

Village President

Title or Capacity

47-4090653

Taxpayer Identification Number

7511 12th St

Street Address

Somers WI 53171

City State ZIP

Date of Execution: ____ / ____ / ____

EHLERS INVESTMENT PARTNERS, LLC
3060 Centre Pointe Drive, Roseville, MN 55113

By: 

Ryan Miles, Managing Director-Investments

Date of Execution: 09 / 06 / 2022

CLIENT:

Client Signature

Name (Print)

Title or Capacity

Taxpayer Identification Number

Street Address (only if different from first Client)

City State ZIP

Date of Execution: ____ / ____ / ____

NAME OF REPRESENTATIVE:

Tami Olszewski

NAME OF INITIAL CUSTODIAN:

Pershing Wealth Solutions BNY Mellon

Email Address for Electronic Communications: bbaker@somers.org

By providing an Email Address above, Client consents to the terms of paragraph 18 of the Advisory Agreement and the accompanying **TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY**, and agrees that Advisor may, but is not required to, deliver **Electronic Communications** to Client at or through the Email Address for all accounts Client establishes with Advisor, until such consent is revoked, as provided in the Advisory Agreement.

EXHIBIT TO INVESTMENT ADVISORY AGREEMENT TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY

(Except as provided below, terms used in this Exhibit have the same meanings as provided in the Advisory Agreement to which this Exhibit is an exhibit.)

Client agrees Advisor may deliver Electronic Communications to Client using any method or technology now or hereafter permissible pursuant to rules or guidance of the Securities and Exchange Commission or its Staff. This currently includes using any of the following:

Email: Advisor may send an electronic mail message (“email”) to the email address designated by Client in the Advisory Agreement or in any separate communication from Client to Advisor (the “Email Address”), and Advisor may attach Electronic Communications to the email or may include in the email a hypertext link with the Internet address (URL) where the Electronic Communication can be accessed, or

Website Communications: Advisor may notify Client, by paper document or by an email sent to the Email Address, that an Electronic Communication is available for electronic delivery (download) from a Website identified in such notice, and will provide instructions explaining the delivery process. Client may be required to establish an account, UserID, and password to access or download the Electronic Communication.

Client acknowledges that technical or other problems may result in Client not receiving Electronic Communications from Advisor. Client agrees that if a hypertext link to an Electronic Communication does not work or if Client is otherwise unable to access or download an Electronic Communication, Client will notify Advisor in writing at the Notice Address and request a paper copy of the Electronic Communication.

Client agrees to access and review promptly Electronic Communications sent to the E-Mail Address and, if applicable, through any account for Client on Advisor’s or a Custodian’s Website, to ensure Client is aware of time-sensitive information. Client agrees to notify Advisor, in writing (written or electronic), of any discrepancies within ten business days after Advisor sends an email or makes other Electronic Communication available to Client.

Each Electronic Communication (and the information therein) shall be deemed to be accurate and true unless Client notifies Advisor, in writing, of any discrepancy within such ten-day period. Client’s notices of discrepancies shall be sent to Advisor at the Notice Address and must include the name(s) of the account holder(s) of the Account to which such discrepancy pertains.

Client understands and agrees that Client is responsible for establishing and maintaining the Email Address and access

to the Internet. Advisor is not responsible for Client’s access or lack of access to the Email Address or the Internet. It is Client’s obligation to notify Advisor of Client’s Email Address, and of any changes to or problems with the Email Address. Advisor may take up to ten business days to take action in response to Client’s notice of a change to or problems with the Email Address. All notices regarding the Email Address must be in writing and sent to Advisor at the Notice Address. Advisor will deliver paper copies of Electronic Communications in the event it becomes aware that the Email Address is not valid or accessible.

Client understands and agrees that Advisor may include Client’s personal financial information in Electronic Communications, even though there is a risk of disclosure to or receipt by unintended third parties. Advisor will implement reasonable precautions to ensure the integrity, confidentiality, and security of Electronic Communications. Client acknowledges that the Internet is not a secure communications network. Electronic Communications are not encrypted. If Client uses an email address provided by or through an employer or third-party, such employer or third-party, any of their employees, or other persons may have access to Client’s Electronic Communications. There is a risk that Electronic Communications may be delivered to an incorrect email address or intercepted by third parties. Unauthorized parties may access communications transmitted over the Internet.

After Advisor has sent or made an Electronic Communication available to Client, Client shall be responsible for maintaining the confidentiality of such Electronic Communication (and any personal financial information therein). Client is responsible for preventing unauthorized access to the Electronic Communications through Client’s computer and through unauthorized use of Client’s UserID or password. Advisor is not liable for unauthorized access to Electronic Communications, or Client’s personal financial information arising from or as a result of third parties obtaining access to Client’s computer, Client’s UserID or password, or the Email Address. Client agrees to notify Advisor immediately if Client suspects or becomes aware of any unauthorized access to Electronic Communications, or Client’s personal financial information.

Advisor will provide Electronic Communications free of charge. However, Client may incur costs to third parties (such as Internet Service Providers and email service providers) in connection with accessing the Internet, establishing and maintaining the Email Address, or

downloading, printing or storing Electronic Communications.

Client is responsible for having any necessary hardware, software or other technology to access the Internet, the Email Address, and the Electronic Communications. To receive Electronic Communications, Client will need: a personal computer with appropriate browser software installed, such as Microsoft Internet Explorer© 9.0 or higher (available free of charge at www.microsoft.com) or equivalent, capable of accessing the Internet and viewing web pages; a connection to the Internet via an Internet Service Provider or similar facility; a monitor; and a valid and accessible Email Address. To retain Electronic Communications, Client will need a printer (for printed copies), or hard drive or other electronic storage device with sufficient free space to download and store the Electronic Communications. Client may download and save, or print the Electronic Communications. Client is solely responsible for performing such downloads, for storing and protecting downloaded Electronic Communications, and for the costs of printing paper copies. Electronic Communications may be formatted in Adobe Acrobat's portable document format ("PDF"), hypertext mark-up language ("HTML") or other file formats Advisor deems appropriate. In order to view or print documents

provided in PDF, Client must obtain Adobe Acrobat Reader© 6.0 or higher, which is available free of charge at Adobe's website (located at www.adobe.com) and install it on Client's computer. If Advisor changes to a format other than HTML or PDF, it will provide reasonable advance notice of any new hardware and software requirements for accessing and retaining the information, and access to appropriate software and technical assistance, if necessary, with respect to such change.

Client agrees that Electronic Communications delivered to Client by any of the methods permitted under the Consent will be treated as having been delivered to Client when Advisor sends or makes the Electronic Communication available to Client, regardless of when Client actually accesses the Electronic Communication.

Client may use email to deliver instructions or orders, to request or authorize any financial transaction, or to provide any notice that requires real-time communication or written authorization, whether required by law, rules of any exchange or regulatory body, or Advisor's policies. However, any instruction, request, order, authorization, or notice sent by Client via e-mail may not be effective or processed by Advisor; and Advisor shall not be responsible for any loss or damage arising from or as a result of any such item not being effective or processed.



SCHEDULE OF FEES

Fee schedule for **the Town and Village of Somers, WI** (“Client”) for services related to Investment Advisory Agreement dated 9/6/2022 between Client and **Ehlers Investment Partners, LLC** (“Adviser”).

Investment advisory fees shall be incurred for all assets under the management of Adviser. **Investment advisory fees will be charged according to the schedule below based on average daily assets under management calculated on market value of said assets, payable monthly.** Fees are all inclusive of other services provided by Adviser to the Client under an investment advisory engagement.

ASSETS UNDER MANAGEMENT	ANNUALIZED RATE
Less than \$5 million	0.250%
Over \$5 million, but less than \$10 million	0.225%
Over \$10 million, but less than \$15 million	0.200%
Over \$15 million, but less than \$20 million	0.175%
Over \$20 million, but less than \$25 million	0.150%
More than \$25 million	0.125%

- ***Discount of 40% from standard rate through 12/31/2023***

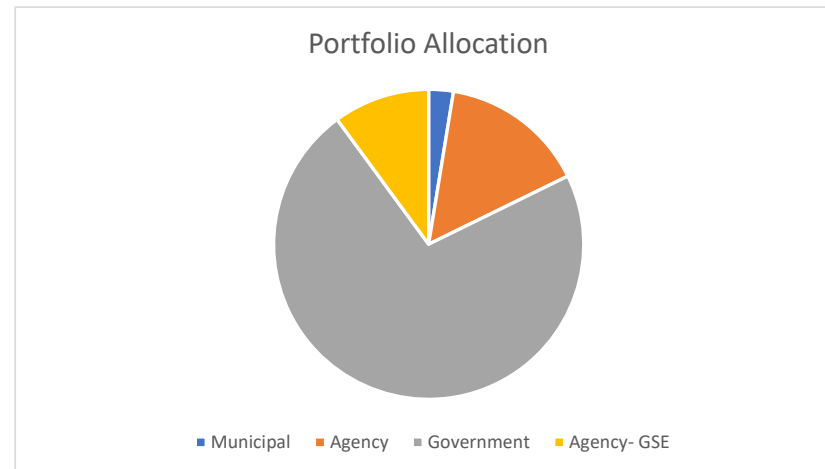
Initial cash forecast services and investment recommendations are provided at no charge. Fees as described above apply to actual assets under management if/when investment plan(s) are implemented. Fee arrangements will be memorialized under the Investment Advisory Agreement.

If Client engages Adviser to perform other services not related to cash forecasting or investment management, all services provided to Client by Adviser will be billed based on hours spent at the rate of \$200.00 per hour, or an agreed-upon flat fee amount.

\$10 Million

Issuer Name	Coupon	Maturity	Nominal Value	Price (Ask)	Market Value	YTW (Ask)	YTM (Ask)	Asset Type	% of Portfolio (Ask)
United States Treasury Notes	2.13%	2022-Dec-31	200,000	99.698	200,124	3.04%	3.04%	Government	2.02%
SACRAMENTO CNTY CALIF PENSION OBLIG	5.73%	2023-Aug-15	250,000	101.635	254,725	3.97%	3.97%	Municipal	2.57%
Small Business Administration	4.84%	2023-Feb-01	500,000	100.026	502,148	4.83%	4.83%	Agency	5.07%
United States Treasury Notes	2.63%	2023-Feb-28	500,000	99.712	498,596	3.24%	3.24%	Government	5.04%
Small Business Administration	4.50%	2023-Mar-01	500,000	99.845	499,224	4.88%	4.88%	Agency	5.04%
Federal Home Loan Banks	2.50%	2023-May-30	1,000,000	99.179	998,105	3.62%	3.62%	Agency- GSE	10.08%
United States Treasury Notes	2.88%	2023-Sep-30	2,500,000	99.335	2,513,609	3.52%	3.52%	Government	25.39%
United States Treasury Notes	2.25%	2024-Apr-30	2,000,000	98.004	1,975,242	3.50%	3.50%	Government	19.95%
United States Treasury Notes	2.38%	2024-Aug-15	2,000,000	97.891	1,960,007	3.51%	3.51%	Government	19.79%
Small Business Administration	4.08%	2024-Dec-25	500,000	99.928	500,040	3.72%	3.72%	Agency	5.05%

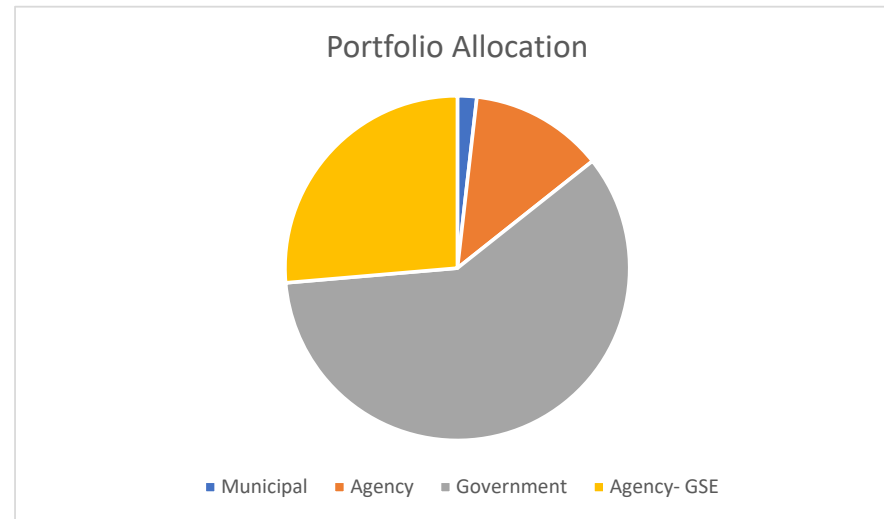
Asset Type	% of Portfolio
Municipal	2.57%
Agency	15.16%
Government	72.19%
Agency- GSE	10.08%



\$14 Million

Issuer Name	Coupon	Maturity	Nominal Val	Price (Ask)	Market Valu	YTW (Ask)	YTM (Ask)	Asset Type	% of Portfolio (Ask)
SACRAMENTO CNTY CALIF PENSION O	5.73%	2023-Aug-15	250,000	101.635	254,725	3.97%	3.97%	Municipal	1.82%
Small Business Administration	4.08%	2024-Dec-25	750,000	99.928	750,061	3.72%	3.72%	Agency	5.36%
Small Business Administration	4.50%	2023-Mar-01	500,000	99.845	499,224	4.88%	4.88%	Agency	3.57%
Small Business Administration	4.84%	2023-Feb-01	500,000	100.026	502,148	4.83%	4.83%	Agency	3.59%
United States Treasury Notes	2.38%	2024-Aug-15	2,000,000	97.891	1,960,007	3.51%	3.51%	Government	14.01%
United States Treasury Notes	2.25%	2024-Apr-30	2,000,000	98.004	1,975,242	3.50%	3.50%	Government	14.12%
United States Treasury Notes	2.88%	2023-Sep-30	3,000,000	99.335	3,016,330	3.52%	3.52%	Government	21.55%
United States Treasury Notes	2.63%	2023-Feb-28	1,250,000	99.712	1,246,490	3.24%	3.24%	Government	8.91%
United States Treasury Notes	2.13%	2022-Dec-31	100,000	99.698	100,062	3.04%	3.04%	Government	0.72%
Federal Home Loan Banks	2.50%	2023-May-30	1,750,000	99.179	1,746,684	3.62%	3.62%	Agency- GSE	12.48%
Federal National Mortgage Associator	0.35%	2023-Aug-18	500,000	96.745	483,790	3.82%	3.82%	Agency- GSE	3.46%
Federal Farm Credit Banks	0.20%	2023-Jun-15	1,500,000	97.233	1,459,126	3.79%	3.79%	Agency- GSE	10.43%

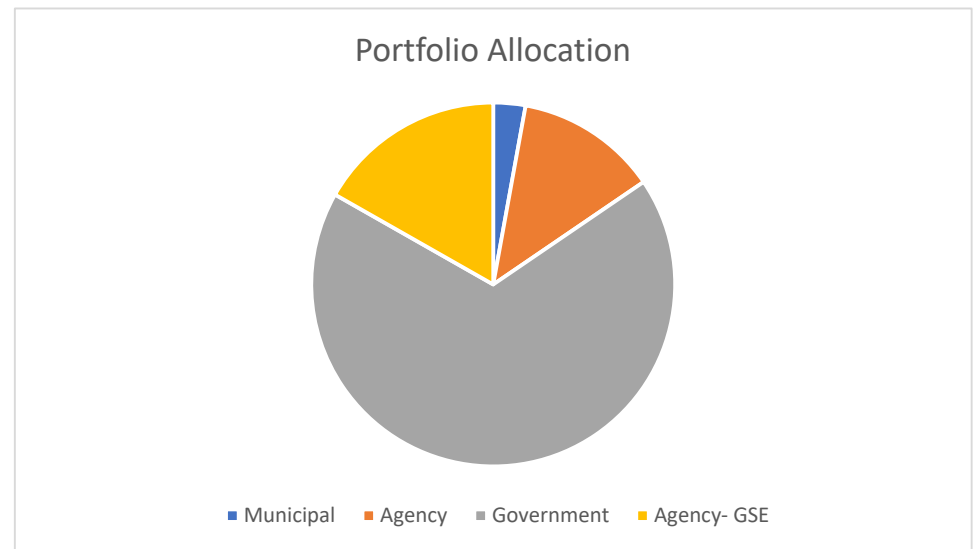
Asset Type	% of Portfolio
Municipal	1.82%
Agency	12.52%
Government	59.31%
Agency- GSE	26.37%



\$18 Million

Issuer Name	Coupon	Maturity	Face Value	Price (Ask)	Market Val	YTW (Ask)	YTM (Ask)	Asset Type	% of Portfolio (Ask)
SACRAMENTO CNTY CALIF PENSION OF	5.73%	2023-Aug-15	500,000	101.635	509,451	3.97%	3.97%	Municipal	2.86%
Small Business Administration	4.08%	2024-Dec-25	750,000	99.928	750,061	3.72%	3.72%	Agency	4.20%
Small Business Administration	4.50%	2023-Mar-01	750,000	99.845	748,836	4.88%	4.88%	Agency	4.20%
Small Business Administration	4.84%	2023-Feb-01	750,000	100.026	753,221	4.83%	4.83%	Agency	4.22%
United States Treasury Notes	2.38%	2024-Aug-15	4,000,000	97.891	3,920,013	3.51%	3.51%	Government	21.97%
United States Treasury Notes	2.25%	2024-Apr-30	4,000,000	98.004	3,950,484	3.50%	3.50%	Government	22.14%
United States Treasury Notes	2.88%	2023-Sep-30	3,500,000	99.335	3,519,052	3.52%	3.52%	Government	19.72%
United States Treasury Notes	2.63%	2023-Feb-28	500,000	99.712	498,596	3.24%	3.24%	Government	2.79%
United States Treasury Notes	2.13%	2022-Dec-31	200,000	99.698	200,124	3.04%	3.04%	Government	1.12%
Federal Home Loan Banks	2.50%	2023-May-30	3,000,000	99.179	2,994,316	3.62%	3.62%	Agency- GSE	16.78%

Asset Type	% of Portfolio
Municipal	2.86%
Agency	12.62%
Government	67.74%
Agency- GSE	16.78%



Board Summary

08/01/2022 - 08/31/2022

Sample

Dated: 09/02/2022

Account Value & Accrued Income

	Portfolio
Book Value	14,713,660.75
Net Unrealized Gain/Loss	-554,305.91
Market Value	14,159,354.84
Accrued Balance	70,493.65
Current Units	14,568,882.67

Footnote: 1

GAAP Income Detail

	Portfolio
Interest/Dividend Income	23,130.17
Misc Income	0.00
Realized Gain	0.00
Accretion Income	2,058.05
Amortization Expense	-10,923.92
Realized Loss	0.00
Expense	-10.00
Net Income	14,254.29

Footnote: 2

Account Summary

	Portfolio
Account	
Custodian	Pershing
Book Yield	1.17%
Current Yield	1.95%
Final Maturity	04/03/2024
Effective Maturity	03/25/2024
Duration	1.51

Footnote: 3

Portfolio Composition

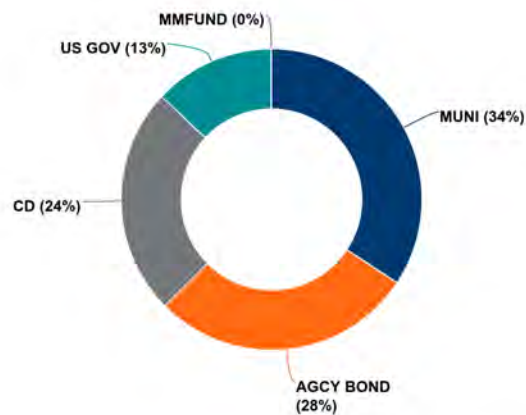
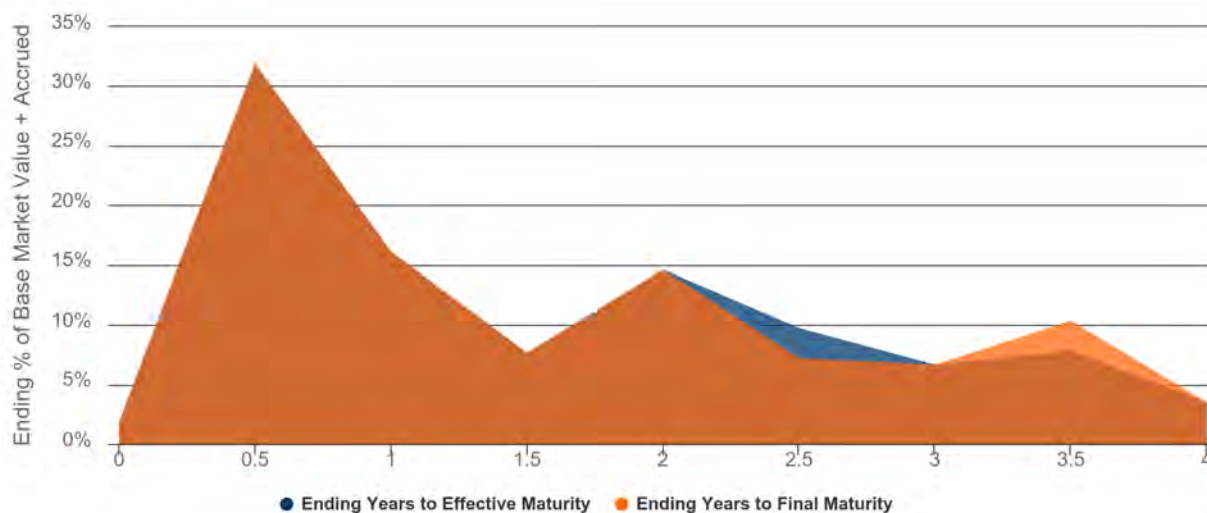


Chart calculated by: % of Market Value + Accrued

Time To Maturity



Board Summary

08/01/2022 - 08/31/2022

Addison Investment Proceeds (103946)

Dated: 09/02/2022

1: * Weighted by: Market Value + Accrued. 2: * Weighted by: Ending Market Value + Accrued. 3: * Weighted by: Ending Market Value + Accrued, except Book Yield by Ending Base Book Value + Accrued. 4: * Grouped by: Description. 5: * Groups Sorted by: Current Units.

Ehlers is the joint marketing name of the following affiliated businesses (collectively, the “Affiliates”): Ehlers & Associates, Inc. (“EA”), a municipal advisor registered with the Municipal Securities Rulemaking Board (“MSRB”) and the Securities and Exchange Commission (“SEC”); Ehlers Investment Partners, LLC (“EIP”), an investment adviser registered with the SEC; and Bond Trust Services Corporation (“BTS”), holder of a limited banking charter issued by the State of Minnesota.

Where an activity requires registration as a municipal advisor pursuant to Section 15B of the Exchange Act of 1934 (Financial Management Planning and Debt Issuance & Management), such activity is or will be performed by EA; where an activity requires registration as an investment adviser pursuant to the Investment Advisers Act of 1940 (Investments and Treasury Management), such activity is or will be performed by EIP; and where an activity requires licensing as a bank pursuant to applicable state law (paying agent services shown under Debt Issuance & Management), such activity is or will be performed by BTS. Activities not requiring registration may be performed by any Affiliate.

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

MEETING DATE: September 13, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #13 Action on proposed Ordinance 2022-011, an Ordinance to recreate section 11.07(L)(2) and (3) of the code of Ordinances of the Village of Somers regarding Liquor Licenses Quota

BACKGROUND:

While reviewing the Village's Liquor License Quota, it was discovered that the Village was at the maximum allotted Licenses for "Class A" Retail Liquor and Class "A" Retail fermented malt beverage. Staff, along with attorney Davison, reviewed section 11.07(L)(2) and (3) of the Village of Somers Ordinance. With the changes proposed, this will allow the Village to obtain 19 more "Class A" Retail Intoxicating Liquor Licenses for a total of 32, and 9 more Class "A" Retail Fermented Malt Beverages for a total of 19.

Attorney Davison has drafted the attached ordinance.

PRIOR ACTION TAKEN:

This was discussed at the Work Session on September 6, 2022

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

"Motion to waive first reading of Ordinance No. 2022-011"

"Motion to approve Ordinance 2022-011, an Ordinance to recreate section 11.07(L)(2) and (3) of the code of Ordinances of the Village of Somers regarding Liquor Licenses Quota"

ATTACHMENTS:

Ordinance 2022-011

ORDINANCE NO. 22-_____

AN ORDINANCE TO REPEAL AND RECREATE SECTION 11.07(L)(2)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING "CLASS A" RETAIL INTOXICATING LIQUOR
LICENSES QUOTA

The Village Board of Trustees of the Village of Somers, Kenosha County,
Wisconsin, hereby repeals and recreates Section 11.07(L)(2) of the Code of Ordinances of the
Village of Somers to read as follows:

(2) "Class A" Retail Intoxicating Liquor Licenses shall be whichever is the
greatest; one (1) license for each three hundred (300) population or fraction
thereof.

Dated at Somers, Wisconsin, this _____ day of _____, 2022.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer



www.somers.org

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

MEETING DATE: September 13, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #14 Action on proposed Ordinance 2022-012, an Ordinance to recreate section 5.11(E) of the code of Ordinances of the Village of Somers regrading Fireworks Prohibited

BACKGROUND:

An inquiry of a firework permit led Staff to discover a discrepancy in section 5.11(E) of the code of Ordinances of the Village of Somers regrading Fireworks Prohibited on who shall issue said permits. The purpose of revising is for clarification on this Ordinance that the Fire Chief should be issuing Firework permits.

Attorney Davison has drafted the attached ordinance.

PRIOR ACTION TAKEN:

This was discussed at the Work Session on September 6, 2022

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

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

“Motion to waive first reading of Ordinance No. 2022-012”

“Motion to approve Ordinance 2022-012, an Ordinance to recreate section 5.11(E) of the code of Ordinances of the Village of Somers regrading Fireworks Prohibited”

ATTACHMENTS:

Ordinance 2022-012

ORDINANCE NO. 22-_____

AN ORDINANCE TO REPEAL AND RECREATE SECTION 5.11(E)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING FIREWORKS PROHIBITED

The Village Board of Trustees of the Village of Somers, Kenosha County,
Wisconsin, hereby repeals and recreates Section 5.11(E) of the Code of Ordinances of the Village
of Somers to read as follows:

(E) **Fireworks Prohibited.** The use, possession and sale of fireworks within the Village is prohibited unless the Fire Chief has issued a permit in the manner set forth in §167.10(2), Wis. Stats. as used in this section of this ordinance the term fireworks includes the definitions set forth in §167.10(1), Wis. Stats., and including subsections (e),(f),(i),(j),(k),(l),(m) and (n).

(1) **Parental Liability.** A parent or guardian of a minor who consents to the use of fireworks by the minor is liable for all damage caused by the minor's use of fireworks.

(2) **Enforcement.** The Village President or the Chief may petition the Circuit Court in the name of the Village for an order enjoining violations of this section and any person who shall violate this section or any court order enjoining violations of this section of this ordinance may, upon order of the court have said fireworks seized and destroyed.

Dated at Somers, Wisconsin, this _____ day of _____, 2022.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer



www.somers.org

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

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

MEETING DATE: September 13, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #15 Discussion and possible action on applications for Class “B” (Picnic) Beer License from Kenosha Shrine Club for events held on September 24th, 2022, September 25th, 2022, October 8th, 2022, October 9th, 2022, October 9th, 2022, October 15th, 2022, and October 16th, 2022. Events to be held at Jerry Smith Farm, 7150 18th Street, and request to waive fees

BACKGROUND:

Kenosha Shrine Club is a non-profit organization that was established in 1924. The Kenosha Shrine Club has held several events at Jerry Smith Pumpkin Farm to raise money to provide transportation to patients and their families receiving treatment at Shrine Hospital for Children in Chicago. They have requested a Class “B” (Picnic) Beer License for Fall Pumpkin Fest events at Jerry Smith Pumpkin Farm for the weekends listed below.

A. September 24-25, 2022

B. October 8-9, 2022

C. October 15-16, 2022

Events to be held at Jerry Smith Farm, 7150 18th Street

As this is a charity event, they have requested waiver of fees associated with the application.

PRIOR ACTION TAKEN:

This matter has not been previously reviewed.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval of the Temporary Class “B” / “Class B” Retailers License with the time of 10am-6pm per past approved licenses. In the event the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve application for Class “B” (Picnic) Beer License from Kenosha Shrine Club for events held on September 24th, 2022, September 25th, 2022 October 8th, 2022, October 9th, 2022, October 9th, 2022, October 15th, 2022, and October 16th, 2022 from 10am-6pm each day. Events to be held at Jerry Smith Farm, 7150 18th Street, and request to waive fees”

ATTACHMENTS:

Temporary Class “B” / “Class B” Retailers License Applications, Event Request Letters, and Site Plan

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____

Application Date: _____

☐ Town ☒ Village ☐ City of SOMERS

County of KENOSHA

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 9-24-22 and ending 9-25-22 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☒ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization

☐ Fair Association

(a) Name KENOSHA SHRINE CLUB

(b) Address 7530-33RD AVE FRONT KENOSHA, WI. 53142

(Street)

☐ Town

☐ Village

☒ City

(c) Date organized 1924

(d) If corporation, give date of incorporation N/A

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President CHRIS VANDAMME 1940S-26TH ST. UNION GROVE, WI. 53182

Vice President MIKE SMITH 11227-25TH AVE. TREVOR, WI. 53179

Secretary JIM SCHWEITZER 7530-33RD AVE FRONT KENOSHA, WI. 53142

Treasurer SCOTT HEETER 2310-14TH AVE. APT 7 KENOSHA, WI. 53140

(g) Name and address of manager or person in charge of affair: AMY SMITH

7150-18TH ST. KENOSHA, WI. 53144

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 7150-18TH ST. KENOSHA, WI. 53144

(b) Lot - Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: BEER WILL BE SOLD BY LICENSED BARTENDER FROM UNDER A

LARGE TENT. IT WILL BE STORED IN LOCKED COLD STORAGE BUILDING.

3. Name of Event RECORDS KEPT AT CLUB ADDRESS ABOVE.

(a) List name of the event FALL SEASON FESTIVAL

(b) Dates of event SEPTEMBER 24 & 25TH 2022.

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer James Schnitzer 9-2-22
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk 9-2-22

Date Granted by Council _____

KENOSHA SHRINE CLUB
(Name of Organization)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Reported to Council or Board _____

License No. _____



Kenosha Shrine Club

Established 1924



September 2nd 2022

Dear Sirs:

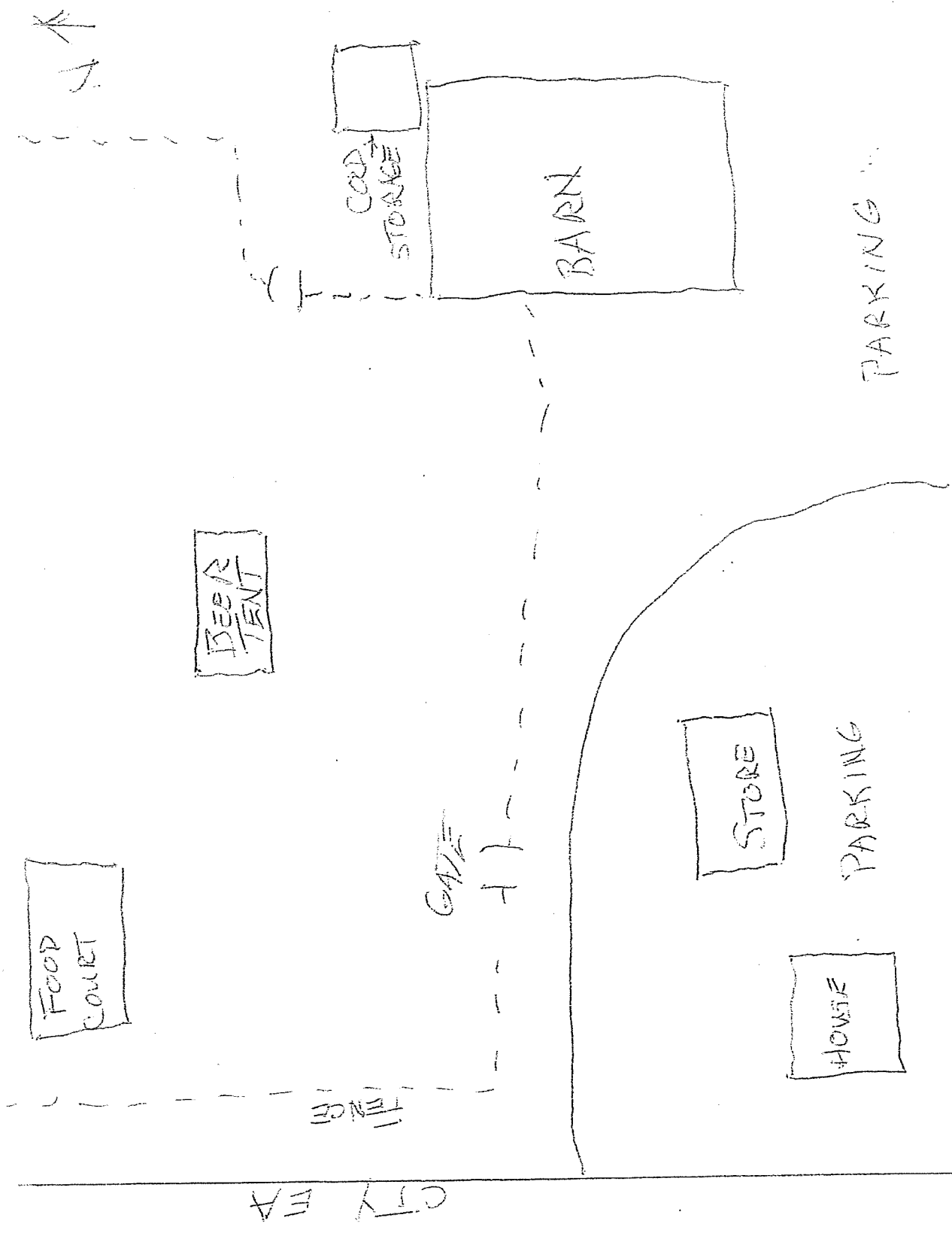
The Kenosha Shrine Club is requesting a temporary Class B license to sell beer at Jerry Smith's Farm on September 24th and 25th. The hours of operation will be from 10 a.m. to 6 p.m. each day. We are a non-profit club whose main purpose is to aid the 50 plus children in the Kenosha area who are treated at the Shrine Hospital for Children in Chicago. We offer free transportation for the child and parent along with lunch for each visit. Funds raised above the transportation needs are sent directly to the hospital.

I currently hold a regular bartender's license for Somers. As we are a non-profit organization we are asking that any associated fees be waived. If that is not possible we are definitely willing to pay our way. Your approval would be most gratefully appreciated.

Yours truly,

James R. Schweitzer

Secretary Kenosha Shrine Club



Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____

Application Date: _____

☐ Town ☒ Village ☐ City of SOMERS

County of KENOSHA

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 10-8-22 and ending 10-9-22 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) → ☒ Bona fide Club ☐ Church ☐ Lodge/Society

☐ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization ☐ Fair Association

(a) Name KENOSHA SHRINE CLUB

(b) Address 7530-33RD AVE FRONT KENOSHA, WI. 53142
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized 1924

(d) If corporation, give date of incorporation N/A

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President CHRIS VANDAMME 1940S-26TH ST. UNION GROVE, WI. 5318

Vice President MIKE SMITH 11227-25TH ST. TREVOR, WI. 53179

Secretary JIM SCHWEITZER 7530-33RD AVE FRONT KENOSHA, WI. 53142

Treasurer SCOTT HEETER 2310-14TH AVE. APT 7 KENOSHA, WI. 53140

(g) Name and address of manager or person in charge of affair: AMY SMITH
7150-18TH ST. KENOSHA, WI. 53144

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 7150-18TH ST. KENOSHA, WI. 53144

(b) Lot - Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: BEER WILL BE SOLD BY LICENSED BARTENDER FROM UNDER A

LARGE TENT. IT WILL BE STORED IN LOCKED COOL STORAGE BUILDING.

3. Name of Event RECORDS KEPT AT CLUB ADDRESS ABOVE.

(a) List name of the event FALL SEASON FESTIVAL

(b) Dates of event SE OCT 8TH & 9TH 2022

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer James Schweitzer 9-2-22
(Signature/date)

KENOSHA SHRINE CLUB
(Name of Organization)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk 9-2-22

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____



Kenosha Shrine Club

Established 1924



September 2nd 2022

Dear Sirs:

The Kenosha Shrine Club is requesting a temporary Class B license to sell beer at Jerry Smith's Farm on October 8th and 9th. The hours of operation will be from 10 a.m. to 6 p.m. each day. We are a non-profit club whose main purpose is to aid the 50 plus children in the Kenosha area who are treated at the Shrine Hospital for Children in Chicago. We offer free transportation for the child and parent along with lunch for each visit. Funds raised above the transportation needs are sent directly to the hospital.

I currently hold a regular bartender's license for Somers. As we are a non-profit organization we are asking that any associated fees be waived. If that is not possible we are definitely willing to pay our way. Your approval would be most gratefully appreciated.

Yours truly,

James R. Schweitzer

Secretary Kenosha Shrine Club

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____

Application Date: _____

☐ Town ☒ Village ☐ City of SOMERS

County of KENOSHA

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 10-15-22 and ending 10-16-22 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) → ☒ Bona fide Club ☐ Church ☐ Lodge/Society

☐ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization ☐ Fair Association

(a) Name KENOSHA SHRINE CLUB

(b) Address 7530-33RD AVE FRONT KENOSHA, WI. 53142
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized 1924

(d) If corporation, give date of incorporation N/A

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President CHRIS VANDAMME 1940S-26TH ST. UNION GROVE, WI. 5318

Vice President MIKE SMITH 11227-25TH ST. TREVOR, WI. 53179

Secretary JIM SCHWEITZER 7530-33RD AVE FRONT KENOSHA, WI. 53142

Treasurer SCOTT HEETER 2310-14TH AVE. APT 7 KENOSHA, WI. 53140

(g) Name and address of manager or person in charge of affair: AMY SMITH
7150-18TH ST. KENOSHA, WI. 53144

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 7150-18TH ST. KENOSHA, WI. 53144

(b) Lot - Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: BEER WILL BE SOLD BY LICENSED BARTENDER FROM UNDER A

LARGE TENT. IT WILL BE STORED IN LOCKED COOL STORAGE BUILDING.

3. Name of Event RECORDS KEPT AT CLUB ADDRESS ABOVE.

(a) List name of the event FALL SEASON FESTIVAL

(b) Dates of event SRI OCT 15TH & 16TH 2022

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer James Schmitz 9-2-22
(Signature/date)

KENOSHA SHRINE CLUB
(Name of Organization)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk 9-2-22

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____



Kenosha Shrine Club

Established 1924



September 2nd 2022

Dear Sirs:

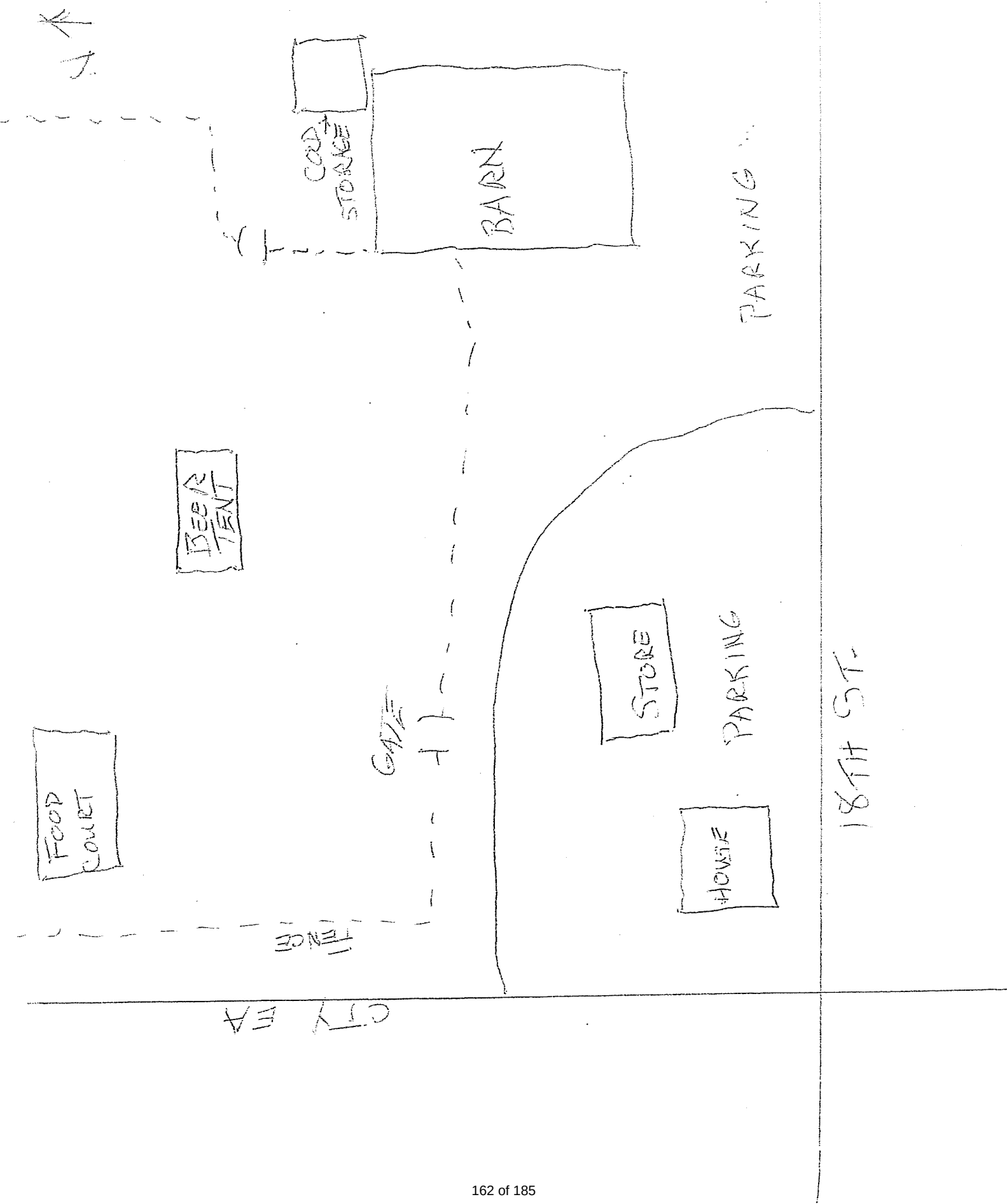
The Kenosha Shrine Club is requesting a temporary Class B license to sell beer at Jerry Smith's Farm on October 15th and 16th. The hours of operation will be from 10 a.m. to 6 p.m. each day. We are a non-profit club whose main purpose is to aid the 50 plus children in the Kenosha area who are treated at the Shrine Hospital for Children in Chicago. We offer free transportation for the child and parent along with lunch for each visit. Funds raised above the transportation needs are sent directly to the hospital.

I currently hold a regular bartender's license for Somers. As we are a non-profit organization we are asking that any associated fees be waived. If that is not possible we are definitely willing to pay our way. Your approval would be most gratefully appreciated.

Yours truly,

James R. Schweitzer

Secretary Kenosha Shrine Club





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

MEETING DATE: September 13, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #16 Discussion and possible action on applications for Class “B” (Picnic) Beer License and Special Event Permit from Root-Pike WIN for events held on September 22th, 2022 from 4-7 pm. Events to be held at Root-Pike WIN, 4116 12th Street.

BACKGROUND:

Root-Pike WIN approached the Village with a request for a Special Event permit along with an application for a Temp Class “B” (Picnic) Beer License for their Pollinator Picnic to be held on Thursday September 22, 2022 from 4-7 p.m. This is a yearly event required per their by-laws to be held for members. This event will be held at the Root-Pike WIN Headquarters, 4116 12th Street.

PRIOR ACTION TAKEN:

This matter has not been previously reviewed.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval of the Temporary Class “B” / “Class B” Retailers License with the time of 10am-6pm per past approved licenses. In the event the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve applications for Class “B” (Picnic) Beer License and Special Event Permit from Root-Pike WIN for events held on September 22th, 2022 from 4-7 pm. Events to be held at Root-Pike WIN, 4116 12th Street.”

ATTACHMENTS:

Special Event Applications, Temporary Class “B” / “Class B” Retailers License Applications, Event Request Letters, and Site Plan



Village of Somers
P.O. Box 197
7511-12th Street
Somers, WI 53171
Ph.: (262) 859-2822
Fax: (262) 859-2331
www.somers.org

Village of Somers Application for Special Events Permit

Fee: \$10

Return application and Fee to Clerks office

Applicant/Primary Contact Name: Laura Buska Phone: 262-358-3394

Applicant Email: laura@rootpikewin.org

Organization/Group Name: Root-Pike Watershed Initiative Network

Is the Business/Group Organization: ☐ For-Profit ☒ Non-Profit

Event Name: Root-Pike WIN's 2022 Annual Event: Pollinator Picnic

Event Location: Root-Pike WIN Office / 4116 12th Street, Kenosha, WI, 53144

Event Date(s): 09/22/2022 Event Times: 4 - 7 pm

All applications are required to submit a detailed Site Plan/Map. Site plan/maps must include locations, any alcohol sale locations, tents, etc.

Applications must also include a detailed Security and Parking Plan.

Will your event include the sale or distribution of alcoholic beverages? ☒ Yes ☐ No

If yes, Complete application for a temporary Class "B" alcohol license. Any sale or distribution of alcohol requires a licensed bartender.

Will your event feature any live music or sound amplification? ☒ Yes ☐ No

If yes, describe the live music or sound amplification planned, including times: _____

4 piece folk music band from 4 - 7 pm

Date Received: 9-2-22

FOR OFFICE USE ONLY

Clerk Reviewed: _____

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10

Application Date: 8/18/2022

☐ Town ☒ Village ☐ City of Somers

County of Kenosha

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 09/22/2022 and ending 09/22/2022 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☐ Bona fide Club

☐ Church

☒ Lodge/Society

☐ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization

☐ Fair Association

(a) Name Root-Pike Watershed Initiative Network

(b) Address 4116 12th Street, Kenosha, WI, 53144

(Street)

☐ Town

☐ Village

☒ City

(c) Date organized 2001

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Michael Luba 4417 N. Frederick Ave, Shorewood, WI 53211

Vice President Joshua Sopotak 3212 Terrace High Racine WI 53406

Secretary Joann Specia Address: 5913 Marquette Racine WI 53403

Treasurer Jim Small 4016 North Lane, Franksville, WI, 53126

(g) Name and address of manager or person in charge of affair: Laura Buska - 4116 12th Street, Kenosha, WI, 53144

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will Be Stored:

(a) Street number 4116 12th Street, Kenosha, WI, 53144

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? All

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. Name of Event

(a) List name of the event Root-Pike WIN's 2022 Annual Event: Pollinator Picnic

(b) Dates of event Thursday, September 22nd, 2022

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Root-Pike Watershed Initiative Network

(Name of Organization)

Officer Michael Luba 8/19/22

(Signature/Date)

Officer Jim Small 8-19-22

(Signature/Date)

Officer Joann Specia 22 Aug 2022

(Signature/Date)

Officer VP 8/20/22

(Signature/Date)

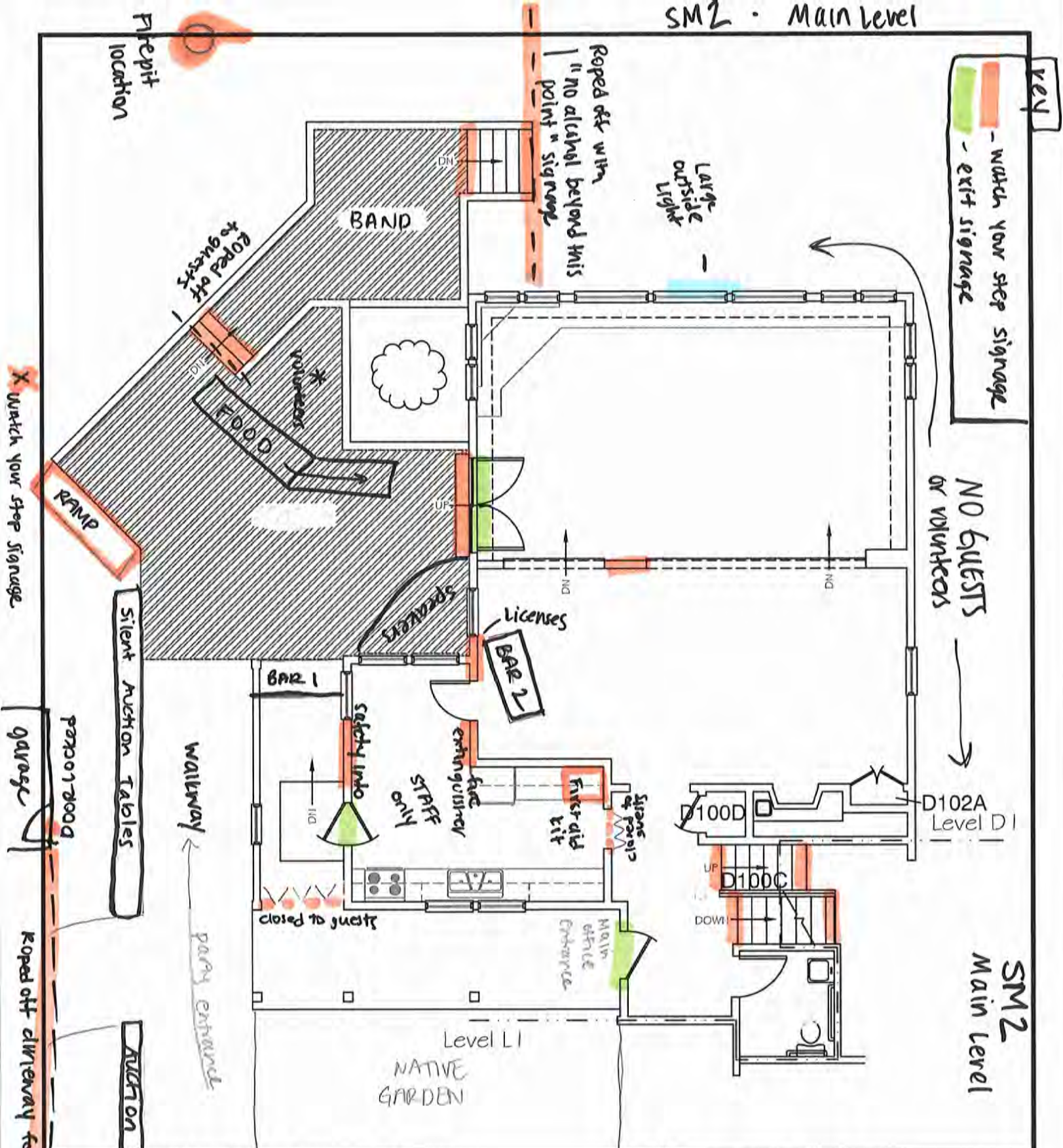
Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

SM2
Main level



University of Wisconsin-Parkside
900 Wood Road - Post Office Box 2000
Kenosha, WI 53141-2000

Facilities Management Administration
Department of Planning & Construction



DRAWING SCALE: 1/8" = 1'0"



UNIVERSITY HOUSE

LEVEL

D 1

REVISIONS

11/12/98

06/24/09

03/05/08

DWGS

UHDUS

G 3041

UNIVERSITY HOUSE

D2

LEVEL

03/05/08

11/12/98

REVISIONS

G 3041

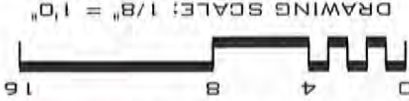
UHOUS

DWGS



Facilities Management Administration
Department of Planning & Construction

University of Wisconsin-Parkside
900 Wood Road - Post Office Box 2000
Kenosha, WI 53141-2000



SM2 - lower level

only exit to parking

Registration

watch your
step
signage

hill

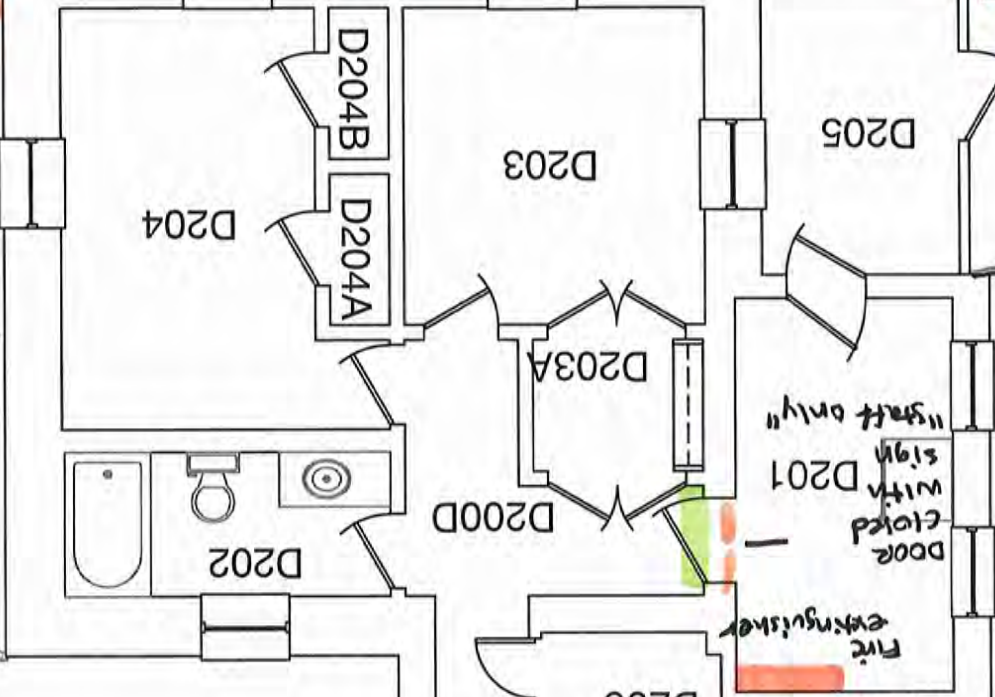
stairs

Volunteer Monitor

outdoor light → gardens

SECURITY

Roped off and
closed



locked with signage
"no exit unless emergency"

outdoor light

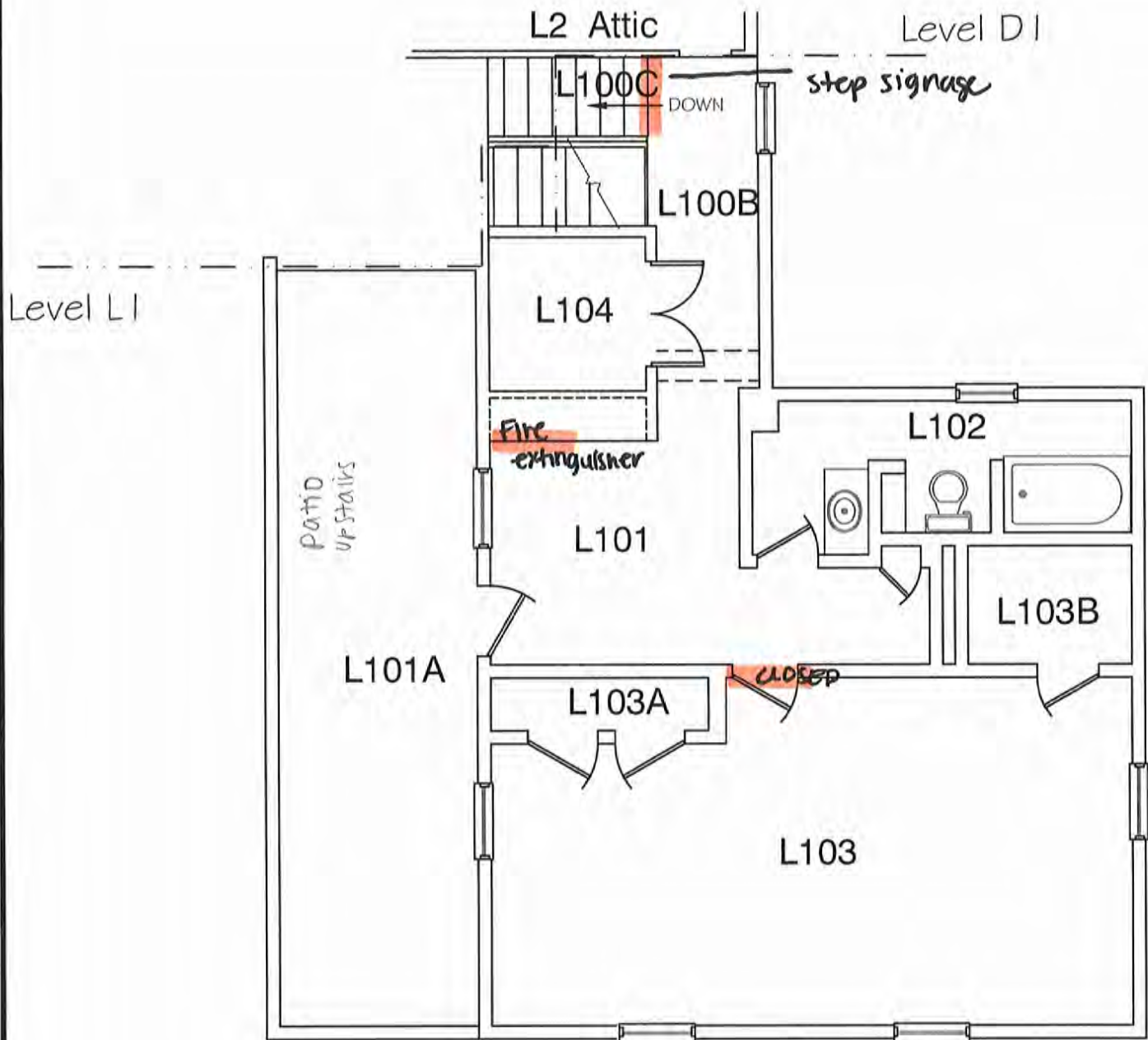
Basement closed & roped off with signage
"no entry unless emergency"

Level D3

exit signage

key

Roped off to staff parking



SM2. upper level



University of Wisconsin-Parkside
900 Wood Road - Post Office Box 2000
Kenosha, WI 53141-2000

Facilities Management Administration
Department of Planning & Construction



DRAWING SCALE: 1/8" = 1'0"

UNIVERSITY HOUSE

LEVEL

REVISIONS

DWGS

L 1

11/12/98

06/24/09

UHOUSE

03/05/08

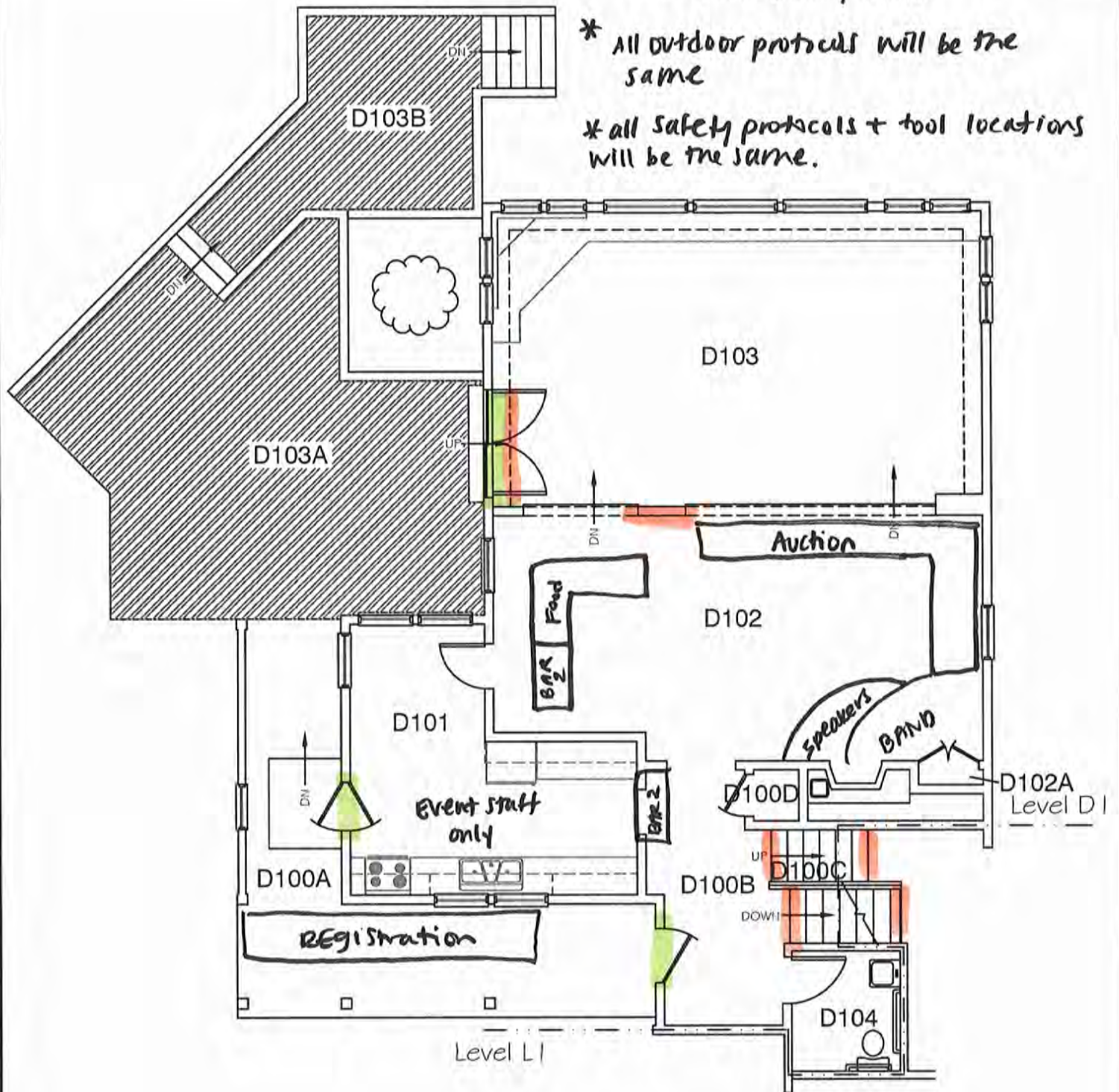
G 3041



^{indoor}
 * All signage remains the same including stairs / emergency exits

* All outdoor protocols will be the same

* all safety protocols + tool locations will be the same.



SM3 - Event moves inside due to rain (backup only)



University of Wisconsin-Parkside
 900 Wood Road - Post Office Box 2000
 Kenosha, WI 53141-2000

Facilities Management Administration
 Department of Planning & Construction



DRAWING SCALE: 1/8" = 1'0"

UNIVERSITY HOUSE

LEVEL

REVISIONS

DWGS

D 1

11/12/98

06/24/09

UH05

03/05/08

G 3041



You're Invited to Root-Pike WIN's Pollinator Picnic!

Thursday, September 22nd from 4 - 7 pm 🦋

Location: Root-Pike WIN Headquarters / 4116 12th Street, Kenosha

- Picnic Foods Provided
- Live Band - Rocky Rose (formally Folkswagon)
- Silent Auction
- Lawn Games
- Photo Booth
- Root-Pike WIN Headquarters Tour
- Updates on Projects and Programs
- Adult Beverages and Lemonade*
- Special Guest Speakers:
Kenosha County Executive
Samantha Kerkman, WI DNR
Supervisor Ben Benninghoff &
University of Wisconsin Parkside
Vice Chancellor Scott Menke

***Cash bar / Silent Auction Winners Must Be Present to Win**

Registration is required and can be completed at

www.tinyurl.com/pollinatorpicnic2022

Friends (Non-Members) - \$30

Root-Pike WIN Members are free! One entry per membership.

Registration payment can be done online or on-site by cash or card. Parking information is included in the RSVP follow-up email. No refunds, please. **Sponsors and Silent Auction Donors**, or anyone with additional questions, please email laura@rootpikewin.org. Sponsorships and in-kind donations over \$250 will be showcased at the event, receive one free entry, and are included in the Annual Report which reaches thousands of local individuals.



**Pollinator Picnic
Premier Sponsor**



Thank You to Our Sponsors!

You may be asking... "Who is Root-Pike WIN?"

We are your local environmental nonprofit working to restore, protect and sustain the watersheds of the Root-Pike basin through environmental restoration projects & water quality education and outreach.

Get to know us better at www.rootpikewin.org





Somers Town Board
7511 12th Street
Kenosha, WI 53144

Dear Somers Town Board,

The following plans are submitted for the approval by the Somers Town Board for Root-Pike Watershed Initiative Network's upcoming Annual Event: Pollinator Picnic. Per Root-Pike WIN bylaws, we are required to hold a yearly event for our members. This document includes plans for security and safety, parking, and operations, as well as multiple site maps for this year's event. General event information can be found below.

- **Event Name:** Root-Pike WIN's 2022 Annual Event: Pollinator Picnic
- **Event Location:** Root-Pike WIN Office 4116 12th Street, Kenosha
- **Parking:** See Parking Plan (page 6)
- **Event Time:** 4 pm – 7 pm
- **Estimated Crowd:** 75-100 people
- **Target Audience:** Organization members, donors, special guests, neighbors
- **Purpose of Event:** See Operations Plan (page 10)

Please let me know if you have any additional questions, or if there is anything else we can do to secure the appropriate approvals for this event. Thank you so much and we hope you can join us for the fun!

Very Sincerely,

Dave Giordano
Executive Director



Security and Safety Plan		
Main Event Contacts		
Name	Role	Contact Information
Dave Giordano	Organization Executive Director	dave@rootpikewin.org (262) 496-2199
Laura Buska	Event Manger	laura@rootpikewin.org (262) 358-3394
Emergency Contacts		
Service	Provider Name	Contact Information
Local Police Department	Kenosha County Sheriff's Dept	911
Local Ambulance Service	Somers Fire & Rescue Dept	911
Local Fire Department	Somers Fire & Rescue Dept	911
Local (closest) Hospital	Froedtert Kenosha Hospital	(262) 656-2202 (emergency dept)
Poison Control Center		(414) 337-5495
Village & Town of Somers	Somers Town Hall	(262) 859-2822
Response to a first aid, medical emergency, or other type of emergency.		
Medical	Dial ambulance service by phone (911). Check immediate area for signs of danger and remove or control it. Do not move an injured person unless they are exposed to a life-threatening situation.	
Fire	Dial Fire Dept service by phone (911). Check immediate area for signs of danger and remove or control it. Do not move an injured person unless they are exposed to a life-threatening situation.	
Rescue	Dial Somers Fire & Rescue Dept (911). Check immediate area for signs of danger and remove or control it. Do not move an injured person unless they are exposed to a life-threatening situation.	
Police	Dial the Kenosha County Sheriff's Dept (911). Check immediate area for signs of danger and remove or control it. Do not move an injured person unless they are exposed to a life-threatening situation.	
Other	See below for additional hazard/risks and responses including inclement weather.	

Hazard Identification and Risk Assessment			
Hazard / Risk	Potential Associated Risks	Location of Risk	Responsible Personnel
Security and Crowd Control	Crowd tripping, falling, trampling, injury, death	Entrance to event, food and music area, emergency exits	Event Security. RPW Team (Dave Giordano, Laura Buska, and Kristi Heuser)
Stairs / Outdoor Walkway Ledge	Tripping, falling, injury, death	Entrance to event, connection to both down and upstairs, step down in the building board room, between building and outdoor deck, outdoor main walkway edge (see site map)	RPW Team Somers Fire & Rescue Dept



Hazard / Risk	Potential Associated Risks	Location of Risk	Responsible Personnel
Alcohol Leaving Premises, Underage Drinking, or Alcohol Intoxication	Illegal public drinking, illegal drinking and driving, injury, death	All areas especially at the entrance/exit walkway to parking lot	Event Security. Volunteer (Elizabeth Arnold). RPW Team. Somers Fire & Rescue Dept
Speaker Security / Active Shooting	Threats, injury, death	All areas, especially outside deck and board rooms where speakers will present	Speaker's Personal Security. Event Security. Somers Fire & Rescue Dept
Fire	injury, death	All areas, especially indoors	RPW Team Somers Fire & Rescue Dept
Inclement or Extreme Weather	injury, death	All areas, especially outdoors	RPW Team



Security Map 1 (SM1)
Signage A1: "No Alcohol Beyond This Point"

See Attached Drawing for Security Map 2: Inside Layout and Safety Precautions (SM2)
See Attached Drawing for Security Map 3: Indoor Event Alternative (SM3)



Addressing the Hazard/Risk – Please See Site Maps for Locations of Risk MGMT Tools

Security and Crowd Control	- We have secured a trained individual to serve as acting security. He will assist in monitoring & maintaining crowd control. He will be stationed at the only entrance/exit to the parking lot and called if needed. - A medical first-aid kit will be in the “Event Staff Only” kitchen area for easy access (see SM2). The kit is up-to-date and includes alcohol swabs, bandages & gauze. - Should injury occur, a RPW team member will promptly call 911.
Stairs / Outdoor Walkway Ledge	- All stairs on both ends will have posted signage to prevent falls / missteps. These are denoted as small red circles on SM2. - Indoor basement & outdoor lower deck stairs to band area will be roped off with signage to prevent access (SM2). - Silent auction tables will line the outdoor walkway to prevent tripping (SM2). - A wooden ramp has been installed to prevent tripping (SM2). - Should injury occur, a RPW team member will promptly call 911.
Alcohol Leaving Premises, Underage Drinking, or Alcohol Intoxication	- Alcohol is being sold to event attendees only. A licensed bartender (Laura Buska) will be present for the entirety of the event. - All attendees will be carded upon entry at the registration tables. A licensed bartender will be present to view IDs. Those 21+ will be given a wristband. This will occur at the registration table area (SM2). - No alcohol will be served to anyone without a wristband and valid 21+ ID. - Both the Temporary Class B Retailers License and bartenders license will be displayed by Bar #2 (SM2). - We have secured an individual to serve as acting security. He will monitor the only entrance/exits to the parking lot areas and prevent any alcohol from leaving the premises (SM1 and SM2). - A volunteer will be posted at the registration table throughout the entirety of the event to monitor for alcohol leaving the premises. To ensure volunteer safety, they have been notified to not intervene and instead privately inform security regarding any suspicious activity (SM1 and SM2). - The driveway and an area around the premises will be roped off to easily show where alcohol is approved for drinking. Signage along the rope, as well as another between parking and the event area (the only event entrance/exit) will read, “No alcohol beyond this point” (SM1 and SM2). - Should anyone forcefully leave with alcohol, or if injury should occur, Laura Buska, the security personnel, any other RPW team member will promptly call 911. - Should someone become unconscious, Laura Buska and any other RPW team member will promptly call 911 and the poison control center.
Speaker Security / Active Shooter	- All speakers are prepared and coming with their own personal security if needed. We have also secured a trained individual to serve as acting security. - Active shooter protocols from UWP will be shared with and posted for volunteers.
Fire	- Root-Pike WIN has been approved to use propane fire pits on the property by UW-Parkside and Fire Chief Ben Anderson. No permit was required. - Locations of fire-pits can be found on SM1 and SM2.



	• Fire Extinguishers will be located near the area of need (SM2). Both fire extinguisher and fire pit locations have been checked and approved by Robert Grieshaber on 9/2/2022. • All propane fire pits used are within the required 2X2X2 size for safety. • Should a fire break out, a RPW team member will promptly call 911.
Inclement or Extreme Weather	• Laura Buska will monitor the weather leading up to, and on the day of the event. Should inclement weather be forecasted, the event will move to entirely inside. See SM3 for the alternative/indoor event map. • Signage will be prominently displayed showing emergency exits and evacuation plans for emergencies such as tornados, fires, and terrorist threats. See SM2 for location. • In the event of a tornado watch, warning or threat, attendees will be escorted downstairs to the lower basement area to seek shelter.
Covid 19	• All precautions and risks are under the responsibility of attendees.

Additional Security Measures

- Emergency services and their corresponding phone numbers, as well as this safety plan and additional UW-Parkside safety plans, will be posted in the kitchen staff area for quick access (SM2).
- All exits will be marked with signage above the door to promote a quick exit in the case of an emergency (SM2).
- The parking lot of the office building will be closed off with rope to prevent cars from pulling in and out of this event area, protecting patron safety and allowing for the entrance of an emergency vehicle should one be needed (SM1).
- Food and Drink Serving Sanitation:
 - All food is being served using hygienic means, including the use of gloves for anyone handling food. To prevent cross-contamination, items that can be purchased individually wrapped (such as bagged chips) or that can be placed into individual wrappings (such as brownie bites placed into cupcake tins) will be used and serving utensils will be available for each item.
 - All beer, hard seltzer, lemonade, soda, and water will be served from originally sealed containers.
 - Food serving will occur on the main deck only and will be stored in the fridge/freezer until serving.
- Live Music:
 - The band will be located on a private area of the lower deck that will not be accessible to event attendees (SM2). All cords will be taped down to prevent tripping. The band will enter and exit
 - Neighbors have been notified of the live music noise between 4 and 6 pm and have been invited to attend the event. Music will cease at 6 pm sharp. They will pass security before exiting.
- Stairs on the property and in the building:
 - Attendees have been notified of the stairs in their registration confirmation emails and have been asked to reach out to our event coordinator should anyone need handicap assistance. Additional information can be found in the following parking plan.
 - All stairs will be marked (denoted as red circle on SM2) and properly illuminated to prevent falling. Certain areas that are not used for the party (SM2) will be roped off to discourage unneeded stair use



Parking Plan

Parking Overview: Safety and Signage

- There are 3 locations for parking (see map below). All reside on UW Parkside property and have been approved for use by event guests on September 22nd, 2022, after 3 pm by John Bruch, Director of Facilities Management at UW-Parkside.
- Arrows will be chalked on pavement where needed (see parking map 2 and 3 below).
- Signage will be installed at each parking area. Signage will include directions to the event, and a phone number to call should one need assistance for safety and/or health. They will have the option of being picked up and dropped off in the un-roped portion of the office parking lot (see parking map 1 below). Volunteer Elizabeth Arnold will act as chauffer from 3-5 pm. Root-Pike WIN staff member Amy Kolb will be acting chauffer from 5 – 7:30 pm.
- Parking instructions are sent upon registering for the event and will be sent again in a reminder email the day before the event. The map included is found below. Email instructions include the following:

Parking: There are 3 location options for parking. The closest is the International House located at **4056 12th Street** (gold star). If that lot is full, please proceed to either the UW Parkside Sports and Activities Center south parking lot on JR (red star), and then to the baseball parking area on E / 12th street (blue star). All routes include one small set of stairs. Additionally, entrance from parking areas 2 and 3 require a short walk. Please email laura@rootpikewin.org if alternative accommodations and/or assistance are required for your safety and/or health.



Parking Map 1



Parking Map 2

Parking Spaces Available

Parking: BEFORE Reserved

Parking Lot	# Spots Available	Parking Lot	# Spots Available
RPWS on office property	5	Lot P2 – Guest Parking	285
Lot P1 – Guest Parking	45	Lot P3 – Guest Parking	20

Parking: AFTER Reserved

Parking Lot	# Spots Available	Parking Lot	# Spots Available
RPWS on office property	0	Lot P2 – Guest Parking	285
Lot P1 – Guest Parking	26	Lot P3 – Guest Parking	20

Guest Spaces Available (after reserved) = ~300 spaces available
Event Registration after Reserved (currently): ~50 people



Parking Map 3 – Parking Lot 1 VIP and Guest Parking: Signage and Safety Plan



Parking Plan: Reserved Parking Spaces

Reserved For	# Spaces	Parking Location
Dave Giordano	1	RPWS on office property
Senator Cole	1	RPWS on office property
Samantha Kerkman / Barb Wolf	1	RPWS on office property
Band Spaces	2	RPWS on office property
Total Spaces to Reserve	5	RPW Parking Lot

Reserved For	# Spaces	Parking Location
Ben Benninghoff	1	P1-VIP Parking
Kristi Heuser	1	P1-VIP Parking
Scott Menke	1	P1-VIP Parking
Laura Buska	1	P1-VIP Parking
Corey Sell	1	P1-VIP Parking
Liz Arnold	1	P1-VIP Parking
Maddie Ball	1	P1-VIP Parking
Amy Kolb	1	P1-VIP Parking
Total Spaces to Reserve	8	P1-VIP Parking

Reserved For	# Spaces	Parking Location
Bonnie Buska	1	P1-Guest Parking A
Josephine Wilcox	1	P1-Guest Parking A
Roger and Suzanne Chernik	1	P1-Guest Parking A
John and Sue Scripp	1	P1-Guest Parking A
Mike and Ann Luba	1	P1-Guest Parking B
Bill and Linda Sasse	1	P1-Guest Parking B
Joann and Peter Specca	1	P1-Guest Parking B
Josh Sopczak	1	P1-Guest Parking B
Jim and Michelle Small	1	P1-Guest Parking B
Pete Rohlman	1	P1-Guest Parking B
Total Spaces to Reserve	10	Lot 1: Guest Parking



Operations Plan

Introduction

Root-Pike Watershed Initiative Network (Root-Pike WIN) is a 501c3 nonprofit dedicated to restoring, protecting, and sustaining the Root-Pike basin watersheds through local ecosystem restoration projects and stormwater education programs. The "Pollinator Picnic" is this year's Annual Event for Root-Pike Watershed Initiative Network. The goal of this event is to raise awareness and financial support of the many Root-Pike WIN projects and program opportunities, as well as celebrate our many members, donors and supporters who help make it all happen.

Event Coordination / Management

Main Event Contacts:

Laura Buska: Senior Manager and Event Coordinator

laura@rootpikewin.org

(262) 358-3394

Event Contacts:

Dave Giordano: Executive Director

dave@rootpikewin.org

(262) 496-2199

Kristi Heuser: Program Manager and Event Staff Lead

kristine@rootpikewin.org

(262) 327-0167

Jim Bezotte: Event Security

(262) 515-2973

Event Staff: Operations / Drink / Food

Name	Position	Time	Phone	Email
Amy Kolb	Chauffer	5:00 – 7:30 PM	262-994-3353	amy@rootpikewin.org
Elizabeth Arnold	Chauffer	3:00 – 5:00 PM	262-902-8098	lizarnold64@gmail.com
Pete Rohlman	Bartender (bar 1)	3:00 – 7:30 PM	262-515-0945	peterrohlman@gmail.com
Jim Small	Bartender (bar 2)	3:00 – 5:30 PM	262-898-9400	jsmall@mallerpetersoncpa.com
Corey Sell	Bartender (bar 2)	5:30 – 7:30 PM	262-751-6086	corey.sell@cbre.com
Maddie Ball	Bartender (bar 1)	5:30 – 7:30 PM	262-914-4778	maddieroseball@gmail.com
Michelle Small	Food Aid	3:00 – 5:30 PM	262-898-9400	jsmall@mallerpetersoncpa.com



Sue Scripp	Food Aid	3:00 – 5:30 PM	414-588-2720	jscripp@gmail.com
Bonnie Buska	Food Aid	5:30 – 7:30 PM	262-358-3395	bbuska@wi.rr.com
Barb Wolf	Food Aid	5:30 – 7:30 PM	303-475-6429	bwolf941@yahoo.com

Event Staff: Registration

Name	Position	Time	Phone	Email
Ann Luba	Registration Aid	3:00 – 5:00 PM	414-248-4819	lubamike11@gmail.com
Linda Sasse	Registration Aid	3:00 – 5:00 PM	262-989-5667	wsasse@wi.rr.com
Mike Luba	Non-Members	3:00 – 5:00 PM	414-248-4819	lubamike11@gmail.com
Josh Sopczak	Non-Members	3:00 – 5:00 PM	262-902-2136	josh.sopczak@gmail.com
Joann Specca	Non-Members	3:00 – 5:00 PM	262-818-0176	pjspeca@gmail.com
Peter Specca	Non-Members	3:00 – 5:00 PM	262-818-0176	pjspeca@gmail.com
Roger Chernik	Members (A-K)	3:00 – 5:00 PM	262-989-7530	rkchernik@gmail.com
Suzanne Chernik	Members (A-K)	3:00 – 5:00 PM	262-989-7530	rkchernik@gmail.com
John Scripp	Members (L-Z)	3:00 – 5:00 PM	414-588-2720	jscripp@gmail.com
Elizabeth Arnold	Monitor/Registration	5:00 – 7:00 PM	262-902-8098	lizarnold64@gmail.com

Permits and Licensing

Temporary Class B / Class B Retailers License:

License #: Available after 9/13/2022

Application Date: 8/18/2022

Bartenders License: Laura Buska

License #: Available after 9/13/2022

Application Date: 8/29/2022

This will be displayed prominently by bar 2 (see SM2).

Somers Event License:

License #: Available after 9/13/2022

Application Date: 8/2/2022

Insurance Agent Information / Special Event and Liquor Liability Insurance

Current Coverage: \$1M

General Liability Event Coverage: \$1M/\$2M

Liquor Liability Coverage: \$1M

Contact: Julie Kollmann / David Insurance: A Vizance Company

jkollmann@vizance.com / (262) 563-1853

*See page 14 for current certificate of liability.

The event insurance policy is currently being processed and can be shared upon completion before the event date.

Parking:

All Parking resides on Parkside property and has been approved by John Bruch, Director of Facilities.

bruch@uwp.edu / (262) 595-2228



Fire Extinguishers / Propane Fire Pit Permittance:

Root-Pike WIN has been approved to use propane fire pits on the property by UW-Parkside and Fire Chief Ben Anderson by phone on 8/26/2022. No permit is required. Fire pit location can be found on SM1, and extinguisher locations can be found on SM2. Both have been checked and approved by Robert Grieshaber on 9/2/2022.

Additional Operational Information

- **Signage:** All bathrooms will have signage on the door. The kitchen, basement, and lower-level laundry room door will be closed/roped off and have "event staff only" signage.

Run-of-Show

Day Before Event

Happening	Staff
Rope-Off Areas	Laura / Kristi
Place Signage Where Possible	Laura / Kristi
Food Prep	Bonnie Buska
Place Tables and Chairs Where Possible	Laura / Kristi
Cleaning Finished	Laura / Kristi
Send RSVP Event Reminder Emails with Parking Info Again	Laura

Day Of Event

Time	Happening	Staff
12:00 PM	Chalk Parking Arrows / VIP space names / set up parking signage	Kristi / Amy
1:00 PM	Place Remainder of Signage	Laura / Kristi
1:00 PM	Tablecloths placed on all tables	Laura / Kristi
1:00 PM	Silent Auction Setup	Laura / Kristi
2:00 PM	Food and Drink Prep	Bonnie Buska / Kristi
3:00 PM	Band Arrives / Pay Band	Laura / Band
3:00 PM	Board and Volunteers Arrives - Heads to Stations	RPW Board and Volunteers 3:00-5:30 PM
3:30 PM	Food Served	Food Aid 3:00-5:30 PM
3:40 PM	Registration Opens: Staff and Bartender Check ID's and Give Wristbands to 21+	Bartender, Security, Registration Staff
3:40 - 4:00 PM	Event Opens	All
4:10 PM	Band Stops Playing	Band
4:15 - 4:20 PM	Dave Welcomes Guests	Dave and Kerkman
4:20 - 4:25 PM	Speaker Executive Kerkman Speaks (leaves by 4:45 pm)	Kerkman
4:25 PM	Band Resumes Playing	Band
5:00 PM	Registration table staff rotate out	Elizabeth Arnold
5:00 PM	Band Stops Playing	Band
5:00 - 5:05 PM	Scott Menke Speaks	Scott Menke



5:05 PM	Band Resumes Playing	Band
5:30 PM	Band Stops Playing	Band
5:30 - 5:35 PM	Ben Speaks	Ben Benninghoff
5:30 PM	Bartenders and Food Aide rotate out	Volunteers 5:30-7:30 PM
5:35 PM	Band Resumes Playing	Band
6:00 PM	Band/Live Music ENDS	Band
6:00 PM	Dave Invites Guests Inside for Short Presentations	Dave
6:00 - 6:10 PM	Project Updates inside with Projector	Dave
6:15 - 6:25 PM	Overview of Playbook and Pollinator Patch Program	Kristi
6:30 - 6:40 PM	Overview of Respect Our Waters Program	Laura
6:40-7:00 PM	Call Silent Auction Winners	Laura
7:00 PM	Event ENDS	All
7:00 PM	Play "Happy Trails To You" on the Loud Speaker	Laura
7:30 PM	Volunteers, Board and Staff can exit Parking Lot 1 VIP Area	RPW Staff/Board/Vol.



ROOTPIK-01

JKOLLMANN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/1/2022

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 Racine - Vizance, Inc. 1300 S. Green Bay Rd. Ste 300 Racine, WI 53406	CONTACT Julie Kollmann PHONE (A/C, Ho, Ext): (262) 563-1853 FAX (A/C, No): E-MAIL: kollmann@vizance.com														
INSURED Root Pike Watershed Initiative Network, Inc 4116 12th St. Kenosha, WI 53144-1106	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: West Bend Mutual Insurance Co.</td> <td>15350</td> </tr> <tr> <td>INSURER B: EMC - Employers Mutual Casualty Company</td> <td>21415</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: West Bend Mutual Insurance Co.	15350	INSURER B: EMC - Employers Mutual Casualty Company	21415	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES		CERTIFICATE NUMBER:	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.					
INSR LTR	TYPE OF INSURANCE	ADDL BURN DOO WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJ ☐ LOC OTHER:		1341548	7/11/2022 7/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		1341548	7/11/2022 7/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in WI) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	SH72942	9/25/2021 9/25/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Root Pike Watershed Initiative Network 4116 - 12th Street Kenosha, WI 53144	CANCELLATION 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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ACORD 26 (2016/03)

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

MEETING DATE: September 13, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk/Treasurer

AGENDA ITEM: #17 Action on recommendation to approve operator licenses

BACKGROUND:

Pattice Talbert, Maria Torres, Ashley Winnett, Amy Mandernack, Jonathon Schubert, Kyliegh Jeffords, Tatiana Allen, Laura Buska, and Kevin Wosz has applied for operators' licenses for the Village of Somers. No discrepancies with the applications.

PRIOR ACTION TAKEN:

None.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval. In the event that the Village Board agrees with the recommendation to approve applications, a suggested motion would be as follows:

“Motion to approve Operator Licenses: Pattice Talbert, Maria Torres, Ashley Winnett, Amy Mandernack, Jonathon Schubert, Kyliegh Jeffords, Tatiana Allen, Laura Buska, and Kevin Wosz”

ATTACHMENTS:

NONE