

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

**Village Board Meeting
Agenda
Tuesday, November 22, 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 November 9, 2022 Vouchers dated November 10, 2022 and November 17, 2022
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Public Hearing on Resolution 2022-020, an Order Adding Territory to Village of Somers Utility District No. 1
8	Action on Resolution 2022-020, an Order Adding Territory to Village of Somers Utility District No. 1
9	Action on request for Final payment from A.W. Oakes & Son, Inc. in the amount of \$104,716.48 for the Sheridan Road Area Water Main Improvements
10	Approval of Operator's Licenses: Angela Quillen
11	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the November 22, 2022 Village Board Meeting & Agenda in 1 public place & on the Village website.

Dated this 18th day of November 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 November 9, 2022**

Clerk Baker called the meeting to order at 5:30p.m.

Trustee Aupperle moved to elect Trustee Ostby as President Pro-Tem.

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

Trustee Ostby led the Pledge of Allegiance.

Present: Trustees Gregg Sinnen, Jack Aupperle, Joe Smith, Ben Harbach, and Trustee Jackie Nelson and Trustee Karl Ostby. President George Stoner was excused. Also present: Clerk/Treasurer Brandi Baker, Attorney Jeff Davison, and Assistant to the Administrator Ryan Vishaway.

Trustees Sinnen and Nelson presented the Making a Difference Plaques for:

Larry Gitzlaff, Somers Resident, for his donation of almost 24 acres to Somers to be used as a park/ recreational area.

Ruth Teuscher, Somers Resident, who donated home and land which is now known as Hawthorn Hollow.

Minnie Ozanne, Historian that chronicled Somers history for over 60 years. Was a Teacher at Burr Oak and Bullamore Forks Schools.

Ernest and Dolores Tabbert, Somers Residents for over 75 years, Ernest served the Somers Fire Department for over 50 years and is an Army Veteran. Dolores served on Somers Fire and rescue for over 20 years and has and is still serving as a Chief Election Inspector for many years.

Trustee Ostby moved to take a recess.

Seconded by Trustee motion carried. 6-0 vote.

Consent and Approval of Minutes of Regular meetings on October 25, 2022 Vouchers dated October 27, 2022 and November 3, 2022

Trustee Aupperle moved to approve the Minutes of Regular meetings on October 25, 2022 Vouchers dated October 27, 2022 and November 3, 2022

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

Correspondence

None

Citizen Comments

Amanda Pulda-6201 7th St expressed her Thanks to the Board and Administrator Peters for replacing the damaged Flags at the Veterans Memorial Park.

President and Trustee Comments

Trustee Harbach thanked Trustees Sinnen and Nelson on the Making a Difference awards.

Trustee Aupperle congratulated all the Election winners and thanked all the PollWorkers

Trustee Sinnen Thanked all the Election Workers, Thanked Finance Manager Tanya Ealy on her hard work with the audit. He also thanked all the Veterans.

Trustee Nelson asked Clerk Baker to give a brief review on the General Election.

Public Hearing on “Class A” and Class “A” combo alcohol license application for 7-Eleven, Inc.

Trustee Aupperle moved to open Public Hearing on “Class A” and Class “A” combo alcohol license application for 7-Eleven, Inc at 6:02pm

Seconded by Trustee Harbach. Motion carried, 6-0 vote

No discussion

Trustee Aupperle moved to close the Public Hearing on “Class A” and Class “A” combo alcohol license application for 7-Eleven, Inc. at 6:03pm

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

Action on “Class A” and Class “A” combo alcohol license application for 7-Eleven, Inc.

Trustee Sinnen moved to approve “Class A” and Class “A” combo alcohol license application for 7-Eleven, Inc.

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

Action on Tobacco & Cigarette application for 7-Eleven, Inc. for 2022-2023

Trustee Harbach moved to approve the Tobacco and Cigarette application for 7-Eleven, Inc. for 2022-2023.

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

Action to receive and file 2021 Audit

Trustee Aupperle moved to receive and receive and file 2021 Audit

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

Trustee Harbach commented on the Auditors suggestions and concerns.

Action on Village Administrator Employment Agreement with Jason J. Peters, term ending December 31st, 2025

Trustee Nelson moved to approve Village Administrator Employment Agreement with Jason J. Peters, term ending December 31st, 2025

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

Action on proposed First Amendment to Development Agreement Between the Village of Somers and SCS Pike Creek, LLC for “The Savannah at Pike Creek

Trustee Aupperle moved to approve the proposed First Amendment to Development Agreement Between the Village of Somers and SCS Pike Creek, LLC for “The Savannah at Pike Creek

Seconded by Trustee Harbach. Motion carried, 6-0 vote

Discussion and possible action on request for partial payment #1 from Globe Contractors, Inc. in the amount of \$137,443.15 for 2022 Stormwater Utility Improvements Program (12th Avenue & 56th Avenue)

Trustee Harbach moved to approve the request for partial payment #1 from Globe Contractors, Inc. in the amount of \$137,443.15 for 2022 Stormwater Utility Improvements Program (12th Avenue & 56th Avenue)

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

Approval of Operator’s Licenses: None

Adjourn

Trustee Nelson moved to adjourn at 6:08 pm

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

Drafted this 10th day of November by Brandi Baker Clerk/Treasurer

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

11/10/2022 10:29 AM
 User: jmartin
 DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS
 CHECK DATE FROM 11/10/2022 - 11/10/2022

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
11/10/2022	POOL	60978	AIR001	AIRGAS USA, LLC	362.39
11/10/2022	POOL	60979	AT&T001	AT&T	264.72
11/10/2022	POOL	60980	AT&TMOB	AT&T MOBILITY	539.67
11/10/2022	POOL	60981	BAXTER	BAXTER & WOODMAN	39,111.88
11/10/2022	POOL	60982	BAXTER	BAXTER & WOODMAN	12,194.39
11/10/2022	POOL	60983	BAKER	BRANDI BAKER	33.41
11/10/2022	POOL	60984	CENTURYL	CENTURYLINK	10.25
11/10/2022	POOL	60985	CORE	CORE & MAIN LP	870.00
11/10/2022	POOL	60986	DAV001	DAVISON LAW OFFICE, LTD	15,840.87
11/10/2022	POOL	60987	DAV001	DAVISON LAW OFFICE, LTD	2,196.50
11/10/2022	POOL	60988	EME001	EMERGENCY MEDICAL PRODUCTS INC	104.40
11/10/2022	POOL	60989	GALLS	GALLS LLC	239.36
11/10/2022	POOL	60990	JCLICHT	JC LICHT LLC	17.98
11/10/2022	POOL	60991	JEF001	JEFFERSON FIRE & SAFETY INC	33.19
11/10/2022	POOL	60992	JOHNS	JOHNS DISPOSAL SERVICE INC	650.00
11/10/2022	POOL	60993	KCSHERIF	KENOSHA CO SHERIFF DEPT	54,136.22
11/10/2022	POOL	60994	KEN002	KENOSHA COUNTY TREASURER	860.00
11/10/2022	POOL	60995	KWU002	KENOSHA WATER UTILITY	50,190.00
11/10/2022	POOL	60996	MCDEVITTS	MCDEVITTS TOWING & REPAIR	1,012.00
11/10/2022	POOL	60997	NAP001	NAPA AUTO PARTS	266.47
11/10/2022	POOL	60998	PAT001	PATS SERVICES INC	8,545.00
11/10/2022	POOL	60999	SAFEHARBOR	SAFE HARBOR HUMANE SOCIETY	3,381.56
11/10/2022	POOL	61000	SAMSMC	SAM'S CLUB MC/SYNCB	2,798.07
11/10/2022	POOL	61001	SHI001	SHERWIN INDUSTRIES INC	6,591.28
11/10/2022	POOL	61002	STAPLEAD	STAPLES	53.98
11/10/2022	POOL	61003	TRICITY	TRI CITY NATIONAL BANK	37.50
11/10/2022	POOL	61004	USA001	USABLUEBOOK	94.35
11/10/2022	POOL	61005	WEE001	WE ENERGIES	112.71
11/10/2022	POOL	61006	WEE001	WE ENERGIES	147.47
11/10/2022	POOL	61007	WEE002	WE ENERGIES	88.30
11/10/2022	POOL	61008	WEE002	WE ENERGIES	1,753.14
11/10/2022	POOL	61009	WICOURT	WI COURT FINES & SURCHARGES	2,992.21

POOL TOTALS:

Total of 32 Checks:	205,529.27
Less 0 Void Checks:	0.00
Total of 32 Disbursements:	<u>205,529.27</u>

User: jmartin
 DB: Somers

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
11/17/2022	POOL	61017	HOP001	ANDREA & ORENDORFF LLP	39,290.00
11/17/2022	POOL	61018	BAXTER	BAXTER & WOODMAN	978.75
11/17/2022	POOL	61019	BORLAND	CARRIE BORLAND	400.00
11/17/2022	POOL	61020	SPECTRUM	CHARTER COMMUNICATIONS	139.98
11/17/2022	POOL	61021	EME001	EMERGENCY MEDICAL PRODUCTS INC	117.78
11/17/2022	POOL	61022	FLOYDS	FLOYD'S TOWING	525.00
11/17/2022	POOL	61023	GLOBE	GLOBE CONTRACTORS INC	137,443.15
11/17/2022	POOL	61024	GREAT	GREAT LAKES TESTING INC	1,300.00
11/17/2022	POOL	61025	BARTOLAI	JANE BARTOLAI	14.63
11/17/2022	POOL	61026	JCLICHT	JC LICHT LLC	42.38
11/17/2022	POOL	61027	JWM001	JERRY WILLKOMM INC	281.95
11/17/2022	POOL	61028	LFGEORGE	L.F. GEORGE	1,009.64
11/17/2022	POOL	61029	LIFEASSIST	LIFE-ASSIST INC	123.50
11/17/2022	POOL	61030	MICHAELS	MICHAEL'S SIGNS INC	2,175.00
11/17/2022	POOL	61031	NAP001	NAPA AUTO PARTS	254.97
11/17/2022	POOL	61032	PTS001	POMPS TIRE SERVICE INC	597.07
11/17/2022	POOL	61033	QUADIENT	QUADIENT FINANCE USA INC	505.00
11/17/2022	POOL	61034	RICOHUSA	RICOH USA, INC	612.28
11/17/2022	POOL	61035	PEREZ	SANDRO PEREZ	749.30
11/17/2022	POOL	61036	STAPLEAD	STAPLES	126.84
11/17/2022	POOL	61037	WEE001	WE ENERGIES	258.92

POOL TOTALS:

Total of 21 Checks:	186,946.14
Less 0 Void Checks:	0.00
Total of 21 Disbursements:	186,946.14



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

MEETING DATE: November 22, 2022

TO: Village President Stoner and Board of Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

- AGENDA ITEM:**
- #7 Public Hearing on Resolution 2022-020, a Petition to Add Territory to Utility District No. 1
 - #8 Action on Resolution 2022-020, a Petition to Add Territory to Utility District No. 1

BACKGROUND:

On October 27, 2022 Administrator Peters filed a Petition to add Parcels 82-4-221-131-0401, 82-4-221-131-0402, 82-4-221-131-0403, 82-4-221-131-0404, 82-4-221-131-0202, and 82-4-221-131-0201 to Utility District No. 1. The purpose of this petition for addition of territory is to include the Mosconi properties (Flint, Bobcat Plus and a third parcel to be retained by Mosconi). In order for these parcels to be brought into the district, a petition must be filed, a public hearing must be held, and a Resolution will need to be recorded with Register of Deeds.

PRIOR ACTION TAKEN:

This was discussed at the Village work session on November 15, 2022

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff would recommend approval of Resolution 2022-020. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

#7

*Motion to open public hearing on Resolution 2022-020, a Petition to Add Territory to Utility District No. 1
HOLD PUBLIC HEARING*

“Motion to open public hearing on Resolution 2022-020, a Petition to Add Territory to Utility District No. 1”

#8

“Motion to approve Resolution 2022-020, a Petition to Add Territory to Utility District No. 1”

ATTACHMENTS:

Petition to Add Territory to Utility District No. 1

Proposed Resolution 2022-020

**PETITION TO ADD ADDITIONAL
TERRITORY TO VILLAGE OF SOMERS
UTILITY DISTRICT NO. 1**

STATE OF WISCONSIN)
) SS.
COUNTY OF KENOSHA)

The undersigned, Jason Peters, after being first duly sworn, states as follows:

1. That your petitioner is the Village Administrator for the Village of Somers and is fully familiar with all of the matters averred to herein.

2. That the public health, safety, convenience or welfare of the Village will be promoted by the addition of the real property described hereafter to the Village of Somers Utility District No. 1.

3. That the property to be included at the request of your petitioner in the Village of Somers Utility District No. 1 described hereafter will be benefitted by being included in the District.

4. That the properties to be added to the District are as follows:
82-4-221-131-0401, 82-4-221-131-0402, 82-4-221-131-0403, 82-4-221-131-0404,
82-4-221-131-0202 and 82-4-221-131-0201.

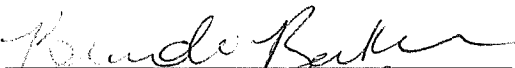
5. That your petitioner makes this Petition for the purpose of requesting that the Village Clerk/Treasurer schedule and advertise a public hearing to be held before the Village Board of Trustees considering the petitioner's request; further, your petitioner requests that the Village Clerk/Treasurer mail a notice of the requested additions to the Utility District to the State of Wisconsin Department of Commerce and the State of Wisconsin Department of Natural Resources more than ten (10) days prior to the public hearing to be scheduled.

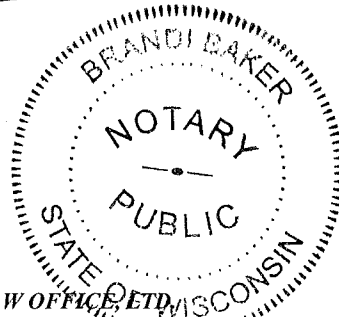
Dated this 27th day of October, 2022.



Jason Peters

Subscribed and sworn to before me
this 27th day of October, 2022.


Printed Name: Brandi Baker
Kenosha County, Wisconsin
My commission expires May 19, 2025



DAVISON LAW OFFICE, LTD.
1207 5th Street, Kenosha, Wisconsin 53140
Telephone No. (262) 657-5165 Fax No. (262) 657-5517 Email: dmltd@sbcglobal.net

(Rev. 10/19/22)

RESOLUTION NO. 2022-022

**AN ORDER ADDING TERRITORY TO
VILLAGE OF SOMERS UTILITY DISTRICT NO. 1**

The Village Board of the Village of Somers, Kenosha County, Wisconsin, sitting as commissioners of the Village of Somers Utility District No. 1 hereby orders the inclusion of certain real property, described with more particularity herein, as part of the Village of Somers Utility District No. 1 following public hearing conducted by the Board on November 22, 2022. In arriving at this decision, the Village Board finds as follows:

- i. That the Petitioner, Jason Peters, Village Administrator, filed his Petition on October 27, 2022, for inclusion of certain real property into the Village of Somers Utility District No. 1 pursuant to Wisconsin Statutes.
- ii. That following the filing of this Petition, the Village Clerk/Treasurer scheduled and advertised as a Class 1 Notice of Public Hearing to be held before this Board on November 22, 2022, concerning the Petitioner's request; further, that the Village Clerk/Treasurer mailed a notice to the Department of Commerce and the Department of Natural Resources more than ten (10) days prior to the Public hearing and that no adverse comments were received by either of those departments.
- iii. That a public hearing was conducted as described above by this Board on November 22, 2022.
- iv. That the public health, safety, convenience or welfare will be promoted by the addition of the real property described hereafter to the Village of Somers Utility District No. 1.
- v. That the property to be included in the Village of Somers Utility District No. 1 described hereafter will be benefitted by being so included in the District.
- vi. That the legal description for the property to be added to the District described on the attached Exhibit "A".

Based upon the foregoing,

IT IS HEREBY ORDERED that copies of this Order establishing this addition to the Village of Somers Utility District No. 1 shall be filed by the Village Clerk/Treasurer with the

Department of Natural Resources and that a true and correct copy of this Order shall be recorded in the office of the Register of Deeds for Kenosha County, Wisconsin.

Dated at Somers, Wisconsin, this _____ day of November, 2022.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

EXHIBIT "A"

Parcel Nos. 82-4-221-131-0401, 82-4-221-131-0402, 82-4-221-131-0403 and 82-4-221-131-0404

Lots 1, 2, 3 and 4 of Certified Survey Map No. 3021, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on July 26, 2022 as Document No. 1932929, being a part of the Northeast 1/4 of Section 13, Town 2 North, Range 21 East, Village of Somers, Kenosha County, Wisconsin.

Parcel No. 82-4-221-131-0201

Address: 1242 122nd Avenue

Parcel A:

Part of the Northeast Quarter of Section 13, Town 2 North, Range 21 East of the Fourth Principal Meridian, lying and being in the Village of Somers, Kenosha County, Wisconsin, and being more particularly described as: Beginning on the North line of said Quarter Section at a point North 89°38'12" East 330.00 feet from the Northwest corner thereof; thence North 89°38'12" East along the North line of said Quarter Section 1697.35 feet and to a point that is 626.76 feet Westerly from the Northeast corner of said Quarter Section; thence South 1°49'37" East parallel to the East line of said Quarter Section 208.50 feet; thence North 89°38'12" East 236.76 feet; thence South 1°49'37" East 534.00 feet; thence North 89°38'12" East 390.00 feet to the East line of said Quarter Section; thence South 1°49'37" East along said East line 581.045 feet and to the South line of the North Half of said Quarter Section; thence South 89°32'54.5" West along said South line 2658.06 feet and to the West line of said Quarter Section; thence North 1°39'09" West along said West line 666.555 feet and to a point that is 661.00 feet Southerly from the Northwest corner of said Quarter Section; thence North 89°38'12" East parallel to the North line of said Quarter Section 330.00 feet; thence North 1°39'09" West 661.00 feet to the point of beginning; subject to public highways over the Northerly and Easterly 33 feet thereof. EXCEPTING THEREFROM lands conveyed for road purposes in Trustee's Deed recorded on November 7, 2008, as Document No. 1571979.

Parcel B:

The South one-half of the Northeast Quarter of Section 13, in Town 2 North, Range 21 East of the Fourth Principal Meridian, lying and being in the Village of Somers, Kenosha County, Wisconsin, EXCEPTING THEREFROM the parcel conveyed to Kenosha County for highway purposes. ALSO EXCEPTING THEREFROM lands conveyed for road purposes in Trustee's Deed recorded on November 7, 2008, as Document No. 1571979.

ALSO EXCEPTING THEREFROM:

Lot 1, Lot 2, Lot 3 and Lot 4, of Certified Survey Map No. 3021, recorded in the Kenosha County Register of Deeds office on July 26, 2022, as Document No. 1932929, being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Northeast 1/4 of Section 13, in Town 2 North, Range 21 East, Village of Somers, Kenosha County Wisconsin.

ALSO EXCEPTING THEREFROM:

Property lying Northwesternly of 122nd Avenue, in the Northeast Quarter of Section 13, Town 2 North, Range 21 East of the Fourth Principal Meridian, lying and being in the Village of Somers, Kenosha County, Wisconsin, identified as Parcel No. 82-4-221-131-0202.

THE ABOVE PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 13, Township 2 North, Range 21 East, Village of Somers, Kenosha County, Wisconsin, described as follows: Commencing at the Southeast corner of the Northeast 1/4 of said Section 13; thence North 01°49'38" West along the East line of said Northeast 1/4, 1323.56 feet to the North line of the South 1/2 of said Northeast 1/4; thence South 89°32'58" West along said North line, 33.01 feet to the Point of Beginning; thence continuing South 89°32'58" West along said North line, 17.00 feet; thence South 01°49'38" East 194.93 feet to the Northeasterly right of way line of West Frontage Road and a point on a curve; thence Northwesternly 395.64 feet along the arc of said curve to the left and said Northeasterly right of way line, whose radius is 1480.00 feet and whose chord bears North 33°40'47" West, 394.46 feet; thence North 38°26'20" West along said Northeasterly right of way line, 329.40 feet to the Easterly right of way line of 122nd Avenue; thence North 20°49'10" East along said Easterly right of way line, 200.62 feet; thence North 89°38'17" East, 333.63 feet; thence South 09°54'18" East, 77.26 feet; thence South 01°49'38" East, 505.08 feet to the Point of Beginning.

Parcel No. 82-4-221-131-0202

Property lying Northwesternly of 122nd Avenue, in the Northeast Quarter of Section 13, Town 2 North, Range 21 East of the Fourth Principal Meridian, lying and being in the Village of Somers, Kenosha County, Wisconsin, identified as Parcel No. 82-4-221-131-0202.

MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Parcel A:

Part of the Northeast Quarter of Section 13, Town 2 North, Range 21 East of the Fourth Principal Meridian, lying and being in the Village of Somers, Kenosha County, Wisconsin, and being more particularly described as: Beginning on the North line of said Quarter Section at a point North 89°38'12" East 330.00 feet from the Northwest corner thereof; thence North 89°38'12" East along the North line of said Quarter Section 1697.35 feet and to a point that is 626.76 feet Westerly from the Northeast corner of said Quarter Section; thence South 1°49'37" East parallel to the East line of said Quarter Section 208.50 feet; thence North 89°38'12" East 236.76 feet; thence South 1°49'37" East 534.00 feet; thence North 89°38'12" East 390.00 feet to the East line of said Quarter Section; thence South 1°49'37" East along said East line 581.045 feet and to the South line of the North Half of said Quarter Section; thence South 89°32'54.5" West along said South line 2658.06 feet and to the West line of said Quarter Section; thence North 1°39'09" West along said West line 666.555 feet and to a point that is 661.00 feet Southerly from the Northwest corner of said Quarter Section; thence North 89°38'12" East parallel to the North line of said Quarter Section 330.00 feet; thence North 1°39'09" West 661.00 feet to the point of beginning;

subject to public highways over the Northerly and Easterly 33 feet thereof. EXCEPTING THEREFROM lands conveyed for road purposes in Trustee's Deed recorded on November 7, 2008, as Document No. 1571979.

Parcel B:

The South one-half of the Northeast Quarter of Section 13, in Town 2 North, Range 21 East of the Fourth Principal Meridian, lying and being in the Village of Somers, Kenosha County, Wisconsin, EXCEPTING THEREFROM the parcel conveyed to Kenosha County for highway purposes. ALSO EXCEPTING THEREFROM lands conveyed for road purposes in Trustee's Deed recorded on November 7, 2008, as Document No. 1571979.

ALSO EXCEPTING THEREFROM:

Lot 1, Lot 2, Lot 3 and Lot 4, of Certified Survey Map No. 3021, recorded in the Kenosha County Register of Deeds office on July 26, 2022, as Document No. 1932929, being a part of the Northeast 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Northeast 1/4 of Section 13, in Town 2 North, Range 21 East, Village of Somers, Kenosha County Wisconsin.

ALSO EXCEPTING THEREFROM:

Being a part of the Northeast 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 13, Township 2 North, Range 21 East, Village of Somers, Kenosha County, Wisconsin, described as follows: Commencing at the Southeast corner of the Northeast 1/4 of said Section 13; thence North 01°49'38" West along the East line of said Northeast 1/4, 1323.56 feet to the North line of the South 1/2 of said Northeast 1/4; thence South 89°32'58" West along said North line, 33.01 feet to the Point of Beginning; Thence continuing South 89°32'58" West along said North line, 17.00 feet; thence South 01°49'38" East 194.93 feet to the Northeasterly right of way line of West Frontage Road and a point on a curve; thence Northwesterly 395.64 feet along the arc of said curve to the left and said Northeasterly right of way line, whose radius is 1480.00 feet and whose chord bears North 33°40'47" West, 394.46 feet; thence North 38°26'20" West along said Northeasterly right of way line, 329.40 feet to the Easterly right of way line of 122nd Avenue; thence North 20°49'10" East along said Easterly right of way line, 200.62 feet; thence North 89°38'17" East, 333.63 feet; thence South 09°54'18" East, 77.26 feet; thence South 01°49'38" East, 505.08 feet to the Point of Beginning.



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

MEETING DATE: November 22, 2022

TO: Village President Stoner and Board of Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #9 Action on request for Final payment from A.W. Oakes & Son, Inc. in the amount of \$104,716.48 for the Sheridan Road Area Water Main Improvements

BACKGROUND:

On January 12, 2021, the Board awarded the bid for the Sheridan Road Area Water Main Improvements in the amount of \$3,865,659 to A.W. Oakes and Son, Inc.. Change Order #1 approved October 26, 2021 increased the contract amount by \$48,548.50 for additional storm sewer that was discovered during construction on 14th Place which conflicted with the water main alignment. Change Order #2 approved November 2, 2021 increased the amount of the contact by \$56,000 to upsize pipes on 12th Street. Change Order #3 approved April 12, 2022 served to move the contract completion date to May 27, 2022. Change order #4 increased the contract by \$2,575 for a meter bypass. Change order #5 served to quantify the completed work and zero out the contract. This change order decreased the amount of the contract by \$474,289.84. The final contract after these change orders would be \$3,498,492.66.

A.W. Oakes’s water main work is complete. A.W. Oakes and Son, Inc. has submitted its final request for payment in the amount of \$104,716.48. The Board has previously approved the following:

- 1st request May 25, 2021 \$901,974.25
- 2nd request June 8, 2021 \$148,267.37
- 3rd request July 27, 2021 \$242,575.71
- 4th request August 24, 2021 \$251,818.42
- 5th request September 14, 2021 \$212,478.12
- 6th request October 26, 2021 \$460,710.55
- 7th request November 23, 2021 \$336,203.20
- 8th request February 8, 2022 \$729,872.66
- 9th request April 12, 2022 \$109,875.80

Payments to date

\$3,393,776.18

PRIOR ACTION TAKEN:

This was discussed at the Village work session on November 15, 2022

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval of request for Final payment from A.W. Oakes & Son, Inc. in the amount of \$104,716.48 for the Sheridan Road Area Water Main Improvements In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve the request for Final payment from A.W. Oakes & Son, Inc. in the amount of \$104,716.48 for the Sheridan Road Area Water Main Improvements”

ATTACHMENTS:

Engineer Snyder Recommendation on A.W. Oakes & Sons, Inc. - Sheridan Road Area Water Main Improvements-Final Payment

November 2, 2022

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

Subject: Sheridan Road Area Water Main Improvements – Final Payment Recommendation

Dear Brandi,

Enclosed is an Application for Payment from A.W. Oakes & Son, Inc., Contractor, for work performed for the Sheridan Road Area Water Main Improvements Project. The following is our opinion of the amount due and payable to the Contractor:

Contract Price	\$3,498,492.66
Work Completed to Date	\$3,498,492.66
Less Amount Retained	<u>(\$0.00)</u>
Subtotal	\$3,498,492.66
Less Previous Payments	<u>(\$3,393,776.18)</u>
Total Amount Due for Final Payment	\$104,716.48

SDWLF Reimbursable:

Final Payment:	\$104,716.48
Meter Pit	(\$6,000.00)
Change Order #4 (not approved for DNR Loan):	<u>(\$2,575.00)</u>
SDWLF Reimbursable for Final Payment:	\$96,141.48

We recommend payment to A.W. Oakes & Son, Inc. for \$104,716.48; of this amount, \$96,141.48 is applicable to SDWLF 5610-01.

The following items are attached:

- Final quantities and costs
- Summary of water main assets added and removed with this project.
- Contractor’s final pay application
- Lien waivers
- Warranty letter
- Maintenance Bond
- Sworn statement
- Insurance certification
- Consent to Surety
- WDNR Form 8700-280 (Environmental Improvement Fund – Project Acceptance Certification)
- WDNR Financial Assistance Agreement – Exhibit G (Compliance Certification)

Storm Water Utility: Added 358-LF of 8” storm sewer and three manholes (Change Order #1).
Total cost \$48,548.50

Water Utility: See the attached summary of water main assets added and removed. The difference in the total amount of work completed to date and the amount listed for the storm water utility is the value to be assigned to the water utility for this project. The amount is \$2,449,944.16.

Please let me know if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Brett D. Biber

Brett D. Biber, P.E.

BDB/bdb

Encs.

C/encs.: Jason Peters, Administrator (email)
 Brent Binder, WDNR (email)
 Doug Snyder, Village Engineer (email)
 Jay Beesley, A.W. Oakes & Son, Inc. (email)

I:\CRYSTAL LAKE\SOMEV\190332-SHERIDAN ROAD AREA UTILITIES\41- WATER MAIN\13-FOR CONSTRUCTION\PAY REQUESTS\PAY REQUEST #10\PAY REQUEST #10 RECOMMENDATION.DOC

FINAL QUANTITIES
 SHERIDAN ROAD AREA WATER MAIN IMPROVEMENTS
 SAFE DRINKING WATER LOAN PROGRAM #5610-01
 VILLAGE OF SOMERS

ITEMS	UNIT	BID AMOUNT			FINAL AMOUNT			BID TO FINAL DIFFERENCE
		QTY	PRICE	AMOUNT	QTY	AMOUNT		
MOBILIZATION	LS	1	\$121,000.00	\$ 121,000.00	1.00	\$ 121,000.00	\$ -	
PRECONSTRUCTION VIDEO	LS	1	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ -	
CONSTRUCTION LAYOUT AND STAKING	LS	1	\$ 24,000.00	\$ 24,000.00	1.00	\$ 24,000.00	\$ -	
CLEARING AND GRUBBING	LS	1	\$ 10,500.00	\$ 10,500.00	1.00	\$ 10,500.00	\$ -	
TREE REMOVAL - 6" to 15" diameter	EA	50	\$ 165.00	\$ 8,250.00	9.00	\$ 1,485.00	\$ (6,765.00)	
TREE REMOVAL - Over 15" diameter	EA	20	\$ 625.00	\$ 12,500.00	14.00	\$ 8,750.00	\$ (3,750.00)	
WATER MAIN (OPEN CUT) - 2-IN	LF	300	\$ 91.00	\$ 27,300.00	214.00	\$ 19,474.00	\$ (7,826.00)	
WATER MAIN (OPEN CUT) - 6-IN	LF	500	\$ 78.00	\$ 39,000.00	309.80	\$ 24,164.40	\$ (14,835.60)	
WATER MAIN (OPEN CUT) - 8-IN	LF	11,300	\$ 89.00	\$ 1,005,700.00	10710.30	\$ 953,216.70	\$ (52,483.30)	
WATER MAIN (HDD) - 8-IN	LF	600	\$ 127.00	\$ 76,200.00	721.00	\$ 91,567.00	\$ 15,367.00	
WATER MAIN (HDD) - 12-IN UPSIZE	LS	1	\$ 56,000.00		1.00	\$ 56,000.00	\$ 56,000.00	
GRANULAR BACKFILL (WATER MAIN)	LF	11,800	\$ 23.00	\$ 271,400.00	10674.20	\$ 245,506.60	\$ (25,893.40)	
GATE VALVE AND BOX - 8-IN	EA	20	\$ 1,590.00	\$ 31,800.00	18.00	\$ 28,620.00	\$ (3,180.00)	
GATE VALVE AND BOX - 6-IN	EA	1	\$ 1,175.00	\$ 1,175.00	1.00	\$ 1,175.00	\$ -	
GATE VALVE AND BOX - 2-IN	EA	1	\$ 555.00	\$ 555.00	1.00	\$ 555.00	\$ -	
FIRE HYDRANT	EA	39	\$ 5,750.00	\$ 224,250.00	42.00	\$ 241,500.00	\$ 17,250.00	
FIRE HYDRANT BARREL EXTENSION	VF	12	\$ 1,000.00	\$ 12,000.00	5.50	\$ 5,500.00	\$ (6,500.00)	
CONNECT TO WATER MAIN (NON-PRESSURE)	EA	20	\$ 3,840.00	\$ 76,800.00	22.00	\$ 84,480.00	\$ 7,680.00	
WATER SERVICE CONNECTION - 1-1/4-IN CTS	EA	250	\$ 685.00	\$ 171,250.00	244.00	\$ 167,140.00	\$ (4,110.00)	
WATER SERVICE CONNECTION - 1-1/2-IN CTS	EA	3	\$ 785.00	\$ 2,355.00	4.00	\$ 3,140.00	\$ 785.00	
WATER SERVICE CONNECTION - 2-IN CTS	EA	1	\$ 915.00	\$ 915.00	3.00	\$ 2,745.00	\$ 1,830.00	
WATER SERVICE PIPE - 1-1/4-IN CTS	LF	5,000	\$ 88.00	\$ 440,000.00	6150.00	\$ 541,200.00	\$ 101,200.00	
WATER SERVICE PIPE - 1-1/2-IN CTS	LF	75	\$ 108.00	\$ 8,100.00	80.00	\$ 8,640.00	\$ 540.00	
WATER SERVICE PIPE - 2-IN CTS	LF	271	\$ 44.00	\$ 11,924.00	160.00	\$ 7,040.00	\$ (4,884.00)	
1-1/4-IN CTS ON PRIVATE PROPERTY 10th Place	LF	130	\$ 88.00		130.00	\$ 11,440.00	\$ 11,440.00	
PIPE INSULATION	LF	50	\$ 17.00	\$ 850.00	0.00	\$ -	\$ (850.00)	
ABANDON WM APPURTENANCES - Fire Hydrant	EA	30	\$ 850.00	\$ 25,500.00	31.00	\$ 26,350.00	\$ 850.00	
ABANDON WM APPURTENANCES - Valve Box	EA	32	\$ 200.00	\$ 6,400.00	43.00	\$ 8,600.00	\$ 2,200.00	
ABANDON WM APPURTENANCES - Water Meter Pit	EA	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00	\$ -	
WATER METER PIT	EA	1	\$ 6,000.00	\$ 6,000.00	1.00	\$ 6,000.00	\$ -	
METER BYPASS	LS	1	\$ 2,575.00		1.00	\$ 2,575.00	\$ 2,575.00	
SANITARY SERVICE LINE REPAIR	EA	50	\$ 225.00	\$ 11,250.00	12.00	\$ 2,700.00	\$ (8,550.00)	
FRAMES AND GRATES TO BE ADJUSTED	EA	41	\$ 500.00	\$ 20,500.00	4.00	\$ 2,000.00	\$ (18,500.00)	
REMOVE AND REPLACE UNSUITABLE MATERIAL	TON	600	\$ 36.10	\$ 21,660.00	0.00	\$ -	\$ (21,660.00)	
EXPLORATORY EXCAVATION	HR	8	\$ 335.00	\$ 2,680.00	17.50	\$ 5,862.50	\$ 3,182.50	
ASPHALTIC SURFACE REMOVAL - 3" TO 4"	SY	32,400	\$ 2.65	\$ 85,860.00	25715.00	\$ 68,144.75	\$ (17,715.25)	
BASE REPAIR - 3-inch Breaker Run	TON	1,800	\$ 32.00	\$ 57,600.00	0.00	\$ -	\$ (57,600.00)	
BASE REPAIR - 1 1/4-inch Dense Grade Aggregate	TON	2,000	\$ 30.00	\$ 60,000.00	43.39	\$ 1,301.70	\$ (58,698.30)	
HOT MIX ASPHALT PAVEMENT - 4", Binder & Surface	SY	32,400	\$ 17.65	\$ 571,860.00	25715.00	\$ 453,869.75	\$ (117,990.25)	
TEMPORARY HOT MIX ASPHALT	SY	1,000	\$ 43.60	\$ 43,600.00	0.00	\$ -	\$ (43,600.00)	
PCC C&G REMOVE AND REPLACE - 30"	LF	200	\$ 55.00	\$ 11,000.00	0.00	\$ -	\$ (11,000.00)	
DRIVEWAY REMOVAL AND REPLACEMENT - PCC	SY	1,600	\$ 60.00	\$ 96,000.00	34.10	\$ 2,046.00	\$ (93,954.00)	
DRIVEWAY REMOVAL AND REPLACEMENT - HMA	SY	1,600	\$ 23.00	\$ 36,800.00	2303.00	\$ 52,969.00	\$ 16,169.00	
AGGREGATE SHOULDER - 3/4" Base Agg. Dense	TON	2,400	\$ 36.00	\$ 86,400.00	888.16	\$ 31,973.76	\$ (54,426.24)	
CULVERT REMOVAL AND REPLACEMENT - 15" CMP	LF	150	\$ 75.00	\$ 11,250.00	0.00	\$ -	\$ (11,250.00)	
CULVERT REMOVAL AND REPLACEMENT - 12" CMP	LF	150	\$ 64.00	\$ 9,600.00	67.00	\$ 4,288.00	\$ (5,312.00)	
14TH PLACE STORM SEWER	LS	1	\$ 48,548.50		1.00	\$ 48,548.50	\$ 48,548.50	
RESTORATION OF LAWNS AND PARKWAY	LS	1	\$ 85,000.00	\$ 85,000.00	1.00	\$ 85,000.00	\$ -	

FINAL QUANTITIES
 SHERIDAN ROAD AREA WATER MAIN IMPROVEMENTS
 SAFE DRINKING WATER LOAN PROGRAM #5610-01
 VILLAGE OF SOMERS

ITEMS		BID	UNIT	BID	FINAL	FINAL	BID TO FINAL	
	UNIT	QTY	PRICE	AMOUNT	QTY	AMOUNT	DIFFERENCE	
EROSION CONTROL - Inlet Protection Filter	LS	1	\$ 5,250.00	\$ 5,250.00	1.00	\$ 5,250.00	\$ -	
EROSION CONTROL - Straw Bales	LS	1	\$ 2,625.00	\$ 2,625.00	1.00	\$ 2,625.00	\$ -	
DUST CONTROL	TON	20	\$ 250.00	\$ 5,000.00	14.20	\$ 3,550.00	\$ (1,450.00)	
TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ -	
Bid Total:				\$ 3,865,659.00	Final Total:		\$ 3,498,492.66	\$ (367,166.34)

PROJECT SUMMARY

Original contract Sum: \$ 3,865,659.00
 Net Change by Change Order: \$ (367,166.34) Change Orders #1, #2, #4, & #5
 Final Contract Sum: \$ 3,498,492.66
 Total Completed and Stored to Date: \$ 3,498,492.66
 Retainage: \$ -
 Total Earned Less Retainage: \$ 3,498,492.66
 Less Previous Certificates for Payment: \$ 3,498,492.66
 Current Payment Due: \$ -
 Balance to Finish: \$ -

CHANGE ORDER SUMMARY

Change Order #1: \$ 48,548.50
 Change Order #2: \$ 56,000.00
 Change Order #3: \$ -
 Change Order #4: \$ 2,575.00
 Change Order #5: \$ (474,289.84)
 \$ (367,166.34)

DNR LOAN SUMMARY

FINAL CONTRACT AMOUNT: \$ 3,498,492.66
 WATER SERVICE OUTSIDE R/W: \$ (11,440.00)
 PAID BY STORM SEWER UTILITY: \$ (48,548.50)
 METER PIT: \$ (6,000.00)
 METER BYPASS, C.O. #4 \$ (2,575.00)
 APPLICABLE TO DNR LOAN: \$ 3,429,929.16

Final List of Improvements
 Sheridan Road Area Water Main Improvements
 Village of Somers

Segment	New 6" Water Main (feet)	New 8" Water Main (feet)	New 12" Water Main (feet)	Number of 1.25" Services	Number of 1.5" Services	Number of 2" Services	Existing		Abandoned 2" Water Main (feet)	Abandoned 3" Water Main (feet)	Abandoned 6" Water Main (feet)	Abandoned 8" Water Main (feet)	
							Main Size (inch)	New Hydrants					
6th Place	11	486	0	8	0	0	3	2	1	0	465	0	0
6th Way	19	370	0	6	1	0	6	1	1	0	0	254	0
7th Place	7	149	0	4	0	0	6	1	1	0	0	163	0
7th St to 8th St	0	0	0	0	0	0	6	1	0	0	0	1590	0
8th Place	20	516	0	15	0	0	6	2	2	0	0	590	0
8th Street	12	586	0	15	0	0	6	2	1	0	0	591	0
9th Place	25	647	0	12	0	0	6	2	2	0	0	675	0
9th Street	6	583	0	8	0	0	3	2	2	0	586	0	0
10th Place	39	606	0	10	0	0	3	2	1	0	736	0	0
10th Street	8	607	0	10	0	0	6	3	2	0	0	671	0
10th St to 11th Pl	0	0	0	0	0	0	6	0	0	0	0	1175	0
11th Place	28	723	0	22	1	0	6	2	2	0	0	815	0
11th Street	7	696	0	5	0	0	3	2	1	0	781	0	0
12th Place	8	392	0	7	0	0	6	2	2	0	0	430	0
12th Street	40	0	730	5	2	1	8	3	1	205	0	0	765
13th Street	16	280	0	8	0	0	6	1	1	0	0	300	0
13th Place	19	493	0	4	0	0	6	2	2	0	0	500	0
14th Street	0	0	0	0	0	2	2	0	0	168	0	0	0
14th Place	7	605	0	24	0	0	6	2	2	0	0	627	0
15th Place	8	684	0	13	0	0	6	2	2	0	0	713	0
16th Street	21	788	0	23	0	0	6	3	2	0	0	801	0
16th Place	0	750	0	23	0	0	3	3	2	0	781	0	0
17th Street	9	749	0	22	0	0	3	3	1	0	820	0	0
Total	310	10710	730	244	4	3		43	31	373	4169	9895	765

APPLICATION AND CERTIFICATE FOR PAYMENT - AIA DOCUMENT G702

Owner: VILLAGE OF SOMERS
7511 12TH STREET

SOMERS, WI 53171

Project: 21101- VOS-Sheridan Rd Area WM
Improvements (5498-06)

Application No. : 10
Invoice #: 32368
Application Date: 6/29/2022
Period To: 6/30/2022
Project Nos: 5498-06

Distribution to :
 Project Manager
 Architect
 Owner
 Construction Mar
 Other:

Contractor: A. W. OAKES & SON, INC.
2000 Oakes Road
Racine, WI 53406

Architect: Baxter & Woodman

Contract Date: 1/20/2021

Contract For: Sheridan Rd Area WM Imprvmnts

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$3,865,659.00
2. Net Change By Change Order	-\$367,166.34
3. Contract Sum To Date	\$3,498,492.66
4. Total Completed and Stored To Date	\$3,498,492.66
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$3,498,492.66
7. Less Previous Certificates For Payments	\$3,393,776.18
8. Current Payment Due	\$104,716.48
9. Balance To Finish, Plus Retainage	\$0.00

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

CONTRACTOR: A. W. OAKES & SON, INC.

By:  Date: 7/7/2022

State of WI County of: Racine
Subscribed and sworn to before me this 7th day of July, 2022

Jay Beesley, Project Manager personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: 

My Commission expires: 4/3/2026

Robert N. Plack
NOTARY PUBLIC
STATE OF WISCONSIN

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$104,716.48

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

ARCHITECT:

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$104,548.50	\$0.00
Total Approved this Month	\$2,575.00	\$474,289.84
TOTALS	\$107,123.50	\$474,289.84
Net Changes By Change Order	-\$367,166.34	

CONTINUATION SHEET - AIA DOCUMENT G703

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 10
 Application Date : 06/29/22
 To: 06/30/22
 Project No.: 5498-06

Invoice # : 32368 Contract : 21101- VOS-Sheridan Rd Area WM Improvements (5498-06)

A Item No.	B Description of Work	C Scheduled Value	E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			D From Previous Application (D+E)	E This Period In Place					
10	Mobilization	121,000.00	121,000.00	0.00	0.00	121,000.00	100.00%	0.00	
20	Preconstruction Video Recording	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	
30	Construction Layout and Staking	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00%	0.00	
40	Clearing and Grubbing	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00%	0.00	
50	6" to 15" Dia Tree Removal	1,485.00	1,485.00	0.00	0.00	1,485.00	100.00%	0.00	
60	Over 15" Dia Tree Removal	8,750.00	8,750.00	0.00	0.00	8,750.00	100.00%	0.00	
70	2-Inch WTM Open Cut	19,474.00	19,474.00	0.00	0.00	19,474.00	100.00%	0.00	
80	6-Inch WTM Open Cut	24,164.40	24,164.40	0.00	0.00	24,164.40	100.00%	0.00	
90	8-Inch WTM Open Cut	953,216.70	953,216.70	0.00	0.00	953,216.70	100.00%	0.00	
100	8-Inch WTM Directional Drilled (2 bores	91,567.00	91,567.00	0.00	0.00	91,567.00	100.00%	0.00	
110	Granular Backfill on WTM	245,506.60	245,506.60	0.00	0.00	245,506.60	100.00%	0.00	
120	8-Inch Gate Valve	28,620.00	28,620.00	0.00	0.00	28,620.00	100.00%	0.00	
130	6-Inch Gate Valve	1,175.00	1,175.00	0.00	0.00	1,175.00	100.00%	0.00	
140	2-Inch Gate Valve	555.00	555.00	0.00	0.00	555.00	100.00%	0.00	
150	Fire Hydrant	241,500.00	241,500.00	0.00	0.00	241,500.00	100.00%	0.00	
160	Fire Hydrant Barrel Extension	5,500.00	0.00	5,500.00	0.00	5,500.00	100.00%	0.00	
170	Connect WTM (non pressure)	84,480.00	84,480.00	0.00	0.00	84,480.00	100.00%	0.00	
180	1-1/4" CTS Water Service	167,140.00	167,140.00	0.00	0.00	167,140.00	100.00%	0.00	
190	1-1/2" CTS Water Service	3,140.00	3,140.00	0.00	0.00	3,140.00	100.00%	0.00	
200	2" CTS Water Service	2,745.00	2,745.00	0.00	0.00	2,745.00	100.00%	0.00	
210	1-1/4" Water Service - Pipe	541,200.00	541,200.00	0.00	0.00	541,200.00	100.00%	0.00	
220	1-1/2" Water Service - Pipe	8,640.00	8,640.00	0.00	0.00	8,640.00	100.00%	0.00	
230	2" Water Service - Pipe	7,040.00	7,040.00	0.00	0.00	7,040.00	100.00%	0.00	
240	Pipe Insulation	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
250	Abandon Fire Hydrant	26,350.00	26,350.00	0.00	0.00	26,350.00	100.00%	0.00	
260	Abandon Valve Box	8,600.00	8,600.00	0.00	0.00	8,600.00	100.00%	0.00	
270	Abandon Water Meter Pit	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	
275	Water Meter Pit	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	
280	Sanitary Service Line Repair	2,700.00	2,700.00	0.00	0.00	2,700.00	100.00%	0.00	
290	Adjust Frames and Grates	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	
300	Remove and Replace Unsuitable Materials	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
310	Exploratory Excavation	5,862.50	5,862.50	24 of 50	0.00	5,862.50	100.00%	0.00	

CONTINUATION SHEET - AIA DOCUMENT G703

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 10
 Application Date : 06/29/22
 To: 06/30/22
 Project No.: 5498-06

Invoice # : 32368 Contract : 21101- VOS-Sheridan Rd Area WM Improvements (5498-06)

A Item No.	B Description of Work	C Scheduled Value	E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			D From Previous Application (D+E)	E This Period In Place					
320	3-Inch Asphalt Surface Removal	68,144.75	68,144.75	0.00	0.00	68,144.75	100.00%	0.00	
330	Base Repair - 3-Inch Breaker Run	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
340	Base Repair - 1-1/4" Dense Graded	1,301.70	1,301.70	0.00	0.00	1,301.70	100.00%	0.00	
350	Hot Mix Asphalt Pavement 4" Binder and Surface	453,869.75	453,869.75	0.00	0.00	453,869.75	100.00%	0.00	
360	Temporary Hot Mix Asphalt	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
370	30" Curb & Gutter R&R	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
380	Concrete Driveway R&R	2,046.00	2,046.00	0.00	0.00	2,046.00	100.00%	0.00	
390	Asphalt Driveway R&R	52,969.00	52,969.00	0.00	0.00	52,969.00	100.00%	0.00	
400	3/4" Aggregate Shoulder	31,973.76	31,973.76	0.00	0.00	31,973.76	100.00%	0.00	
410	15" DIA CMP Culvert	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
420	12" DIA CMP Culvert	4,288.00	4,288.00	0.00	0.00	4,288.00	100.00%	0.00	
430	Restoration of Lawns and Parkways	85,000.00	85,000.00	0.00	0.00	85,000.00	100.00%	0.00	
440	Inlet Protection Filters	5,250.00	5,250.00	0.00	0.00	5,250.00	100.00%	0.00	
460	Straw Bales	2,625.00	2,625.00	0.00	0.00	2,625.00	100.00%	0.00	
480	Dust Control	3,550.00	3,550.00	0.00	0.00	3,550.00	100.00%	0.00	
490	Traffic Control and Protection	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	
F-1	Repair Existing Water Main 8th Street	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
F-2	Downtime 10th St Double Barrel Water Main	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
F-3	Villa Rosa Relocate Issue	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
F-4	1-1/4" Water Service - Pipe - Private Property - 10th Place	11,440.00	11,440.00	0.00	0.00	11,440.00	100.00%	0.00	
F-5	Work Directive 1 Added Storm Sewer	48,548.50	48,548.50	0.00	0.00	48,548.50	100.00%	0.00	
F-6	Adjustment Existing Water Valves	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
F-7	Work Directive 2 Upsize to 12" Water Main	56,000.00	56,000.00	0.00	0.00	56,000.00	100.00%	0.00	
F-8	Fix Broken Water Main on CTH E	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
F-9	Meter Bypass	2,575.00	0.00	2,575.00	0.00	2,575.00	100.00%	0.00	
Grand Totals		3,498,492.66	3,490,417.66	8,075.00	0.00	3,498,492.66	100.00%	0.00	0.00



Progress Billing Invoice

From: A. W. OAKES & SON, INC.
 2000 Oakes Road
 Racine, WI 53406

Application #: 10
Invoice #: 32368
Date: 06/29/22
Thru Date: 6/30/2022

To: VILLAGE OF SOMERS
 7511 12TH STREET
 SOMERS, WI 53171

Customer Reference: 5498-06
Customer Project Manager: Brett Biwer
Payment Terms: Due on Receipt
Contract Date: 1/20/2021

Contract: 21101- VOS-Sheridan Rd Area WM Improvements (5498-06)

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
10	Mobilization	121,000.00	1.00	0.00	1.00	1LS	121,000.00000	0.00	121,000.00	100.00%
20	Preconstruction Video Recording	10,000.00	1.00	0.00	1.00	1LS	10,000.00000	0.00	10,000.00	100.00%
30	Construction Layout and Staking	24,000.00	1.00	0.00	1.00	1LS	24,000.00000	0.00	24,000.00	100.00%
40	Clearing and Grubbing	10,500.00	1.00	0.00	1.00	1LS	10,500.00000	0.00	10,500.00	100.00%
50	6" to 15" Dia Tree Removal	1,485.00	9.00	0.00	9.00	EA	165.00000	0.00	1,485.00	100.00%
60	Over 15" Dia Tree Removal	8,750.00	14.00	0.00	14.00	EA	625.00000	0.00	8,750.00	100.00%
70	2-Inch WTM Open Cut	19,474.00	214.00	0.00	214.00	LF	91.00000	0.00	19,474.00	100.00%
80	6-Inch WTM Open Cut	24,164.40	309.80	0.00	309.80	LF	78.00000	0.00	24,164.40	100.00%
90	8-Inch WTM Open Cut	953,216.70	10,710.30	0.00	10,710.30	LF	89.00000	0.00	953,216.70	100.00%
100	8-Inch WTM Directional Drilled (2 bores	91,567.00	721.00	0.00	721.00	LF	127.00000	0.00	91,567.00	100.00%
110	Granular Backfill on WTM	245,506.60	10,674.20	0.00	10,674.20	LF	23.00000	0.00	245,506.60	100.00%
120	8-Inch Gate Valve	28,620.00	18.00	0.00	18.00	EA	1,590.00000	0.00	28,620.00	100.00%
130	6-Inch Gate Valve	1,175.00	1.00	0.00	1.00	EA	1,175.00000	0.00	1,175.00	100.00%
140	2-Inch Gate Valve	555.00	1.00	0.00	1.00	EA	555.00000	0.00	555.00	100.00%
150	Fire Hydrant	241,500.00	42.00	0.00	42.00	EA	5,750.00000	0.00	241,500.00	100.00%
160	Fire Hydrant Barrel Extension	5,500.00	5.50	5.50	5.50	VF	1,000.00000	5,500.00	5,500.00	100.00%
170	Connect WTM (non pressure)	84,480.00	22.00	0.00	22.00	EA	3,840.00000	0.00	84,480.00	100.00%
180	1-1/4" CTS Water Service	167,140.00	244.00	0.00	244.00	EA	685.00000	0.00	167,140.00	100.00%
190	1-1/2" CTS Water Service	3,140.00	4.00	0.00	4.00	EA	785.00000	0.00	3,140.00	100.00%
200	2" CTS Water Service	2,745.00	3.00	0.00	3.00	EA	915.00000	0.00	2,745.00	100.00%
210	1-1/4" Water Service - Pipe	541,200.00	6,150.00	0.00	6,150.00	LF	88.00000	0.00	541,200.00	100.00%
220	1-1/2" Water Service - Pipe	8,640.00	80.00	0.00	80.00	LF	108.00000	0.00	8,640.00	100.00%
230	2" Water Service - Pipe	7,040.00	160.00	0.00	160.00	LF	44.00000	0.00	7,040.00	100.00%
240	Pipe Insulation	0.00	0.00	0.00	0.00	LF	17.00000	0.00	0.00	0.00%
250	Abandon Fire Hydrant	26,350.00	31.00	0.00	31.00	EA	850.00000	0.00	26,350.00	100.00%



Progress Billing Invoice

From: A. W. OAKES & SON, INC.
2000 Oakes Road
Racine, WI 53406

Application #: 10
Invoice #: 32368
Date: 06/29/22
Thru Date: 6/30/2022

To: VILLAGE OF SOMERS
7511 12TH STREET
SOMERS, WI 53171

Customer Reference: 5498-06
Customer Project Manager: Brett Biwer
Payment Terms: Due on Receipt
Contract Date: 1/20/2021

Contract: 21101- VOS-Sheridan Rd Area WM Improvements (5498-06)

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
260	Abandon Valve Box	8,600.00	43.00	0.00	43.00	EA	200.00000	0.00	8,600.00	100.00%
270	Abandon Water Meter Pit	1,000.00	1.00	0.00	1.00	EA	1,000.00000	0.00	1,000.00	100.00%
275	Water Meter Pit	6,000.00	1.00	0.00	1.00	EA	6,000.00000	0.00	6,000.00	100.00%
280	Sanitary Service Line Repair	2,700.00	12.00	0.00	12.00	EA	225.00000	0.00	2,700.00	100.00%
290	Adjust Frames and Grates	2,000.00	4.00	0.00	4.00	EA	500.00000	0.00	2,000.00	100.00%
300	Remove and Replace Unsuitable Materials	0.00	0.00	0.00	0.00	TON	36.10000	0.00	0.00	0.00%
310	Exploratory Excavation	5,862.50	17.50	0.00	17.50	HRS	335.00000	0.00	5,862.50	100.00%
320	3-Inch Asphalt Surface Removal	68,144.75	25,715.00	0.00	25,715.00	SY	2.65000	0.00	68,144.75	100.00%
330	Base Repair - 3-Inch Breaker Run	0.00	0.00	0.00	0.00	TON	32.00000	0.00	0.00	0.00%
340	Base Repair - 1-1/4" Dense Graded	1,301.70	43.39	0.00	43.39	TON	30.00000	0.00	1,301.70	100.00%
350	Hot Mix Asphalt Pavement 4" Binder and Surface	453,869.75	25,715.00	0.00	25,715.00	SY	17.65000	0.00	453,869.75	100.00%
360	Temporary Hot Mix Asphalt	0.00	0.00	0.00	0.00	SY	43.60000	0.00	0.00	0.00%
370	30" Curb & Gutter R&R	0.00	0.00	0.00	0.00	LF	55.00000	0.00	0.00	0.00%
380	Concrete Driveway R&R	2,046.00	34.10	0.00	34.10	SY	60.00000	0.00	2,046.00	100.00%
390	Asphalt Driveway R&R	52,969.00	2,303.00	0.00	2,303.00	SY	23.00000	0.00	52,969.00	100.00%
400	3/4" Aggregate Shoulder	31,973.76	888.16	0.00	888.16	TON	36.00000	0.00	31,973.76	100.00%
410	15" DIA CMP Culvert	0.00	0.00	0.00	0.00	LF	75.00000	0.00	0.00	0.00%
420	12" DIA CMP Culvert	4,288.00	67.00	0.00	67.00	LF	64.00000	0.00	4,288.00	100.00%
430	Restoration of Lawns and Parkways	85,000.00	1.00	0.00	1.00	1LS	85,000.00000	0.00	85,000.00	100.00%
440	Inlet Protection Filters	5,250.00	1.00	0.00	1.00	1LS	5,250.00000	0.00	5,250.00	100.00%
460	Straw Bales	2,625.00	1.00	0.00	1.00	1LS	2,625.00000	0.00	2,625.00	100.00%
480	Dust Control	3,550.00	14.20	0.00	14.20	TON	250.00000	0.00	3,550.00	100.00%
490	Traffic Control and Protection	15,000.00	1.00	0.00	1.00	1LS	15,000.00000	0.00	15,000.00	100.00%
F-1	Repair Existing Water Main 8th Street	0.00	0.00	0.00	0.00	1LS	0.00000	0.00	0.00	0.00%



Progress Billing Invoice

From: A. W. OAKES & SON, INC.
 2000 Oakes Road
 Racine, WI 53406

Application #: 10
Invoice #: 32368
Date: 06/29/22
Thru Date: 6/30/2022

To: VILLAGE OF SOMERS
 7511 12TH STREET
 SOMERS, WI 53171

Customer Reference: 5498-06
Customer Project Manager: Brett Biwer
Payment Terms: Due on Receipt
Contract Date: 1/20/2021

Contract: 21101- VOS-Sheridan Rd Area WM Improvements (5498-06)

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
F-2	Downtime 10th St Double Barrel Water Main	0.00	0.00	0.00	0.00	1LS	0.00000	0.00	0.00	0.00%
F-3	Villa Rosa Relocate Issue	0.00	0.00	0.00	0.00	1LS	0.00000	0.00	0.00	0.00%
F-4	1-1/4" Water Service - Pipe - Private Property - 10th Place	11,440.00	130.00	0.00	130.00	LF	88.00000	0.00	11,440.00	100.00%
F-5	Work Directive 1 Added Storm Sewer	48,548.50	1.00	0.00	1.00	1LS	48,548.50000	0.00	48,548.50	100.00%
F-6	Adjustment Existing Water Valves	0.00	0.00	0.00	0.00	EA	0.00000	0.00	0.00	0.00%
F-7	Work Directive 2 Upsize to 12" Water Main	56,000.00	1.00	0.00	1.00	1LS	56,000.00000	0.00	56,000.00	100.00%
F-8	Fix Broken Water Main on CTH E	0.00	0.00	0.00	0.00	1LS	0.00000	0.00	0.00	0.00%
F-9	Meter Bypass	2,575.00	1.00	1.00	1.00	1LS	2,575.00000	2,575.00	2,575.00	100.00%
Totals		3,498,492.66						8,075.00	3,498,492.66	100.00%

Reviewed By:

 A.W. Oakes PM Signature Date

 A.W. Oakes PM Name

Total Billed To Date: 3,498,492.66
Total Tax To Date: 0.00
Less Retainage: 0.00
Less Previous Applications: 3,393,776.18
Total Due This Invoice: 104,716.48

For questions please contact:
 AR@awoakes.com
 (262) 886-4474

WAIVER OF LIEN

DATE: 7/7/2022


For value received, we hereby waive all our rights and claims for lien on land and on buildings for the project, work of improvement, and real property thereunto, for Village of Somers owner, by A.W. Oakes & Son, Inc contractor, for Village of Somers same being situation in Kenosha County, State of WI, described as:

Village of Somers Sheridan Road Area Water Main Improvements
Project #5498-06; Engineer's Project #190332.41
AWO #21101

for all work labor performed and for all material furnished, equipment, alteration or repair of said project, building and appurtenances.

Contract Amount:	<u>\$3,498,492.66</u>
Previously Submitted:	<u>\$3,393,776.18</u>
This Payment:	<u>\$104,716.48</u>
Balance to Become:	<u>\$0.00</u>

A.W. Oakes & Son, Inc.



Signature

President
Title

NOTE: The waiver provided in the foregoing paragraph shall only become effective when the Contractor's payment covering Application for Payment number has been received by Subcontractor and cleared Subcontractor's Bank.

A. W. OAKES & SON, INC.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 21101- VOS-Sheridan Rd Area WM Improvements (5498-06)

Subcontractor: CORE & MAIN
1830 CRAIG PARK COURT
ST. LOUIS, MO 63146

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

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

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

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

Date: September 28, 2022 **Firm Name:** Core & Main L.P.
By: *Sam McKeague*
Title: Credit Associate

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 21101- VOS-Sheridan Rd Area WM Improvements (5498-06)

Subcontractor: INTERSTATE TREE LANDSCAPING CO
W336 S1596 WOLF ROAD
OCONOMOWOC, WI 53066

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

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

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

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

Date: Matt Kern ^{9/8/22} Firm Name: Interstate Tree Landscaping Co.
By: 9/8/22
Title: General Manager

A. W. OAKES & SON, INC.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 21101- VOS-Sheridan Rd Area WM Improvements (5498-06)

Subcontractor: M SQUARED ENGINEERING, LLC
N19W6719 COMMERCE COURT
CEDARBURG, WI 53012

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

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

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

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

Date: 08/31/2022 **Firm Name:** M Squared Engineering
By: Cindy Gerritson Cindy Gerritson
Title: Admin Asst.

A. W. OAKES & SON, INC.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 21101- VOS-Sheridan Rd Area WM Improvements (5498-06)

Subcontractor: RJ UNDERGROUND INC.
5330 50th STREET
KENOSHA, WI 53144

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


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

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

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

Date: 9.9.22

Firm Name: R J Underground, Inc.

By: 

Title: Vice President

RECEIVED

SEP 14 2022

A.W.OAKES & SON

A. W. OAKES & SON, INC.

Release and Waiver of Lien Rights For Final and Complete Payment

Project: 21101- VOS-Sheridan Rd Area WM Improvements (5498-06)

Subcontractor: STARK PAVEMENT CORP
12845 W BURLEIGH ROAD
BROOKFIELD, WI 53005

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

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

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

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

Date:

8/26/22

Firm Name:

Stark Pavement Corp

By:

the PJA

Title:

Vice President

RECEIVED

AUG 31 2022

A.W. OAKES & SON



EARTHWORK • UTILITIES • SITE DEVELOPMENT • ENVIRONMENTAL SERVICES

WARRANTY/GUARANTEE

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

PROJECT: Sheridan Road Area Water Main Improvements

ENGINEER: Baxter & Woodman, Inc.

TIME: START
DATE:10/31/21

GUARANTEE: If, within three years after the date indicated above, any of the Water Main Work on the project and Asphalt Paving on 17th Street and 16th Place is found to be not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition and within the three year period.

If, within one year after the date indicated above, any of the Asphalt Paving Work on all project streets except 17th Street and 16th Place is found to be not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition and within the one year period.

The warranty shall cover any repairs and or replacement to any part of the Work related to the defect. This warranty does not include failure due to negligence or misuse.

A.W. Oakes & Son, Inc.

By: _____

Duly Authorized

10/13/22

Date

2000 Oakes Road. Racine, Wisconsin 53406
Phone: (262) 886-4474 • Fax: (262) 886-1897
Email: info@awoakes.com

00 61 19
MAINTENANCE BOND FORM

MAINTENANCE/WARRANTY BOND

Know ALL MEN BY THESE PRESENTS. That we A.W. Oakes & Son Incorporated
as Principal, and Nationwide Mutual Insurance Company
as Surety, are held and firmly bound unto Village of Somers, State of
Wisconsin as Oblige, in the penal sum of
One Hundred Seventy Nine Thousand Nine Hundred Twenty Four and 63/100 Dollars (\$ 179,924.63) to which
payment well and truly to be made we do bind ourselves, our and each of our heirs, executors,
administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the
Village of Somers, State of Wisconsin
dated January 12, 2021 for
Sheridan Road Area Water Main Improvements

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

WHEREAS, the said Contract has been completed, and was approved on the
18th day of November 20 21.

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 becomes apparent during the period of
Three (3) year(s) from and after November 18, 2021 then
this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED, AND DATED October 20, 2022

A.W. Oakes & Son Incorporated

_____(L.S.)
Kurt M. Debraut (L.S.)
_____(L.S.)

Principal(s)

Nationwide Mutual Insurance Company

by *Jack Anderson*
Jack Anderson , Attorney-in-Fact

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who being duly sworn, deposes and says that he/she resides in the City of _____ that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

Notary Public

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: JACK ANDERSON; RITA JORGENSON;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this Instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten Signature]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC8270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten Signature]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20th day of

October, 2022.

[Handwritten Signature]

Assistant Secretary

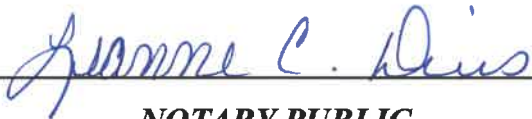
ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA



On this 20th day of October, 2022, before me, a Notary Public within and for said County, personally appeared **Jack Anderson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Nationwide Mutual Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Jack Anderson** acknowledged said instrument to be the free act and deed of said corporation.



NOTARY PUBLIC
My Commission Expires
1/31/2023



**CERTIFICATE 00 62 76.01
SWORN STATEMENT**

State of Wisconsin)
County of Racine)

THE AFFIANT, Maxwell J. Oakes BEING FIRST DULY SWORN, ON OATH DEPOSES AND SAYS

THAT HE/SHE IS President THAT A.W. Oakes & Son, Inc. HAS
(POSITION)

CONTRACT WITH Village of Somers, OWNER FOR
Water Main Improvements

(KIND OF WORK)

ON THE FOLLOWING DESCRIBED PREMISES IN SAID COUNTY, TO-WIT: Sheridan Road, Village of Somers, WI

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 THEM, RESPECTIVELY, THE AMOUNTS SET OPPOSITE THEIR NAMES FOR MATERIALS OR LABOR AS STATED. THAT THIS IS A FULL, TRUE, AND COMPLETE STATEMENT OF ALL SUCH PERSONS, AND OF THE AMOUNTS PAID.

1	2	3	4	5	6	7
NAME AND ADDRESS	KIND OF WORK	ADJUSTED TOTAL CONTRACT INCL. EXTRAS AND CREDITS	TOTAL RETAINED INCLUDING THIS APPLICATION	NET PREVIOUSLY PAID	NET AMOUNT OF THIS PAYMENT	BALANCE TO BECOME DUE (INC. RETENTION)
A.W. Oakes & Son, Inc.	Water Main Improvements	\$2,383,791.65	\$0.00	\$2,837,037.08	\$(453,245.43)	\$0.00
Core & Main	materials	\$453,737.31	\$0.00	\$476,258.19	\$(22,520.88)	\$0.00
Interstate Tree Landscaping Company	clearing and grubbing	\$27,881.92	\$0.00	\$26,473.74	\$1,408.18	\$0.00
M Squared Engineering, LLC		\$11,385.00	\$0.00	\$10,810.00	\$575.00	\$0.00
RJ Underground, Inc.		\$45,470.70	\$0.00	\$43,197.17	\$2,273.53	\$0.00
Stark Pavement Corporation		\$576,226.08	\$0.00	\$0.00	\$576,226.08	\$0.00
TOTAL		\$3,498,492.66	\$0.00	\$3,393,776.18	\$104,716.48	\$0.00

AMOUNT OF ORIGINAL CONTRACT	\$ 3,865,659.00	WORK COMPLETED TO DATE	\$ 3,498,492.66
EXTRAS TO CONTRACT	\$ (367,166.34)	LESS 0 % RETAINED	\$ 0.00
TOTAL CONTRACT AND EXTRAS	\$ 3,498,492.66	MATERIAL STORED	\$ 0.00
CREDITS TO CONTRACT	\$ 0.00	NET AMOUNT EARNED	\$ 3,498,492.66
ADJUSTED TOTAL CONTRACT	\$ 3,498,492.66	NET PREVIOUSLY PAID	\$ 3,393,776.18
		NET AMOUNT OF THIS PAYMENT	\$ 104,716.48
		BALANCE TO BECOME DUE (INC. RETENTION)	\$ 0.00

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed xxxxxx % 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]
President _____
(Position)

Subscribed and sworn to before me this 7th day of July, 2022

**Robert N. Plack
NOTARY PUBLIC
STATE OF WISCONSIN**

Robert N. Plack Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2022

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 HUB International Midwest Limited 2120 Pewaukee Road, Suite 202 Waukesha WI 53188	CONTACT NAME: HUB International Midwest Limited PHONE (A/C No. Ext): 262.523.9600 FAX (A/C No.): 262.523.9601 E-MAIL ADDRESS: mww.wau.certificates@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED A.W. Oakes & Son, Inc., Top Flight, LLC Oakes Transport, Inc., Oakes Estates, LLC 2000 Oakes Road Racine WI 53406	AWOAKE1	INSURER A: West Bend Mutual Insurance Company NAIC # 15350 INSURER B: The Continental Insurance Company 35289 INSURER C: Columbia Casualty Company 31127 INSURER D: Markel American Insurance Company 28932 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 150712801

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			B020306 00	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B020306 00	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			B020306 00 7018685211	4/1/2022 4/1/2022	4/1/2023 4/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Excess Umbrella \$ 5,000,000
A	<input checked="" type="checkbox"/> 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	A021904 07	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D A	Contractors Pollution Liability Contractors Equipment Installation Floater			C 6018103844 USMCE0000011000 B020306 00	4/1/2022 4/1/2022 4/1/2022	4/1/2023 4/1/2023 4/1/2023	Occurrence/Aggregate \$2M/\$4M Hired Equipment 3,000,000 Installation Floater 50,000

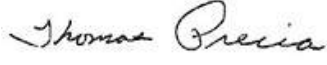
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job #21101 - VOS-Sheridan Rd Area WM Improvements (5498-06)

Village of Somers and Baxter & Woodman, Inc. are additional insureds on the general liability policy when required by written contract. Umbrella extends over underlying insurance subject to actual policy forms, terms & conditions.

Installation Floater limit has been increased to \$400,000 for the period of 5/13/21 thru 9/30/21 for this project.

CERTIFICATE HOLDER**CANCELLATION**

Village of Somers 7511 12th Street Somers WI 53171	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization:

BLANKET WHEN REQUIRED IN WRITTEN AGREEMENT OR CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who is an Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection

with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: BLANKET WHEN REQUIRED IN WRITTEN AGREEMENT OR CONTRACT
Location and Description of Completed Operations: ANY LOCATION AT WHICH WORK OR OPERATIONS ARE PERFORMED BY YOU OR ON YOUR BEHALF
Additional Premium: NONE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who is an Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

AIA® Document G707™ – 1994

Consent of Surety to Final Payment

PROJECT: *(Name and address)*
Sheridan Road Area Water Main Improvements
Somers, WI

ARCHITECT'S PROJECT NUMBER: Engineers Job No.: OWNER

CONTRACT FOR: ARCHITECT

Engineers Job No: 190332.41 CONTRACTOR

TO OWNER: *(Name and address)*
Village of Somers
7511 12th Street
Somers, WI 53144

CONTRACT DATED: **January 12, 2021** SURETY

OTHER

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

Nationwide Mutual Insurance Company
One West Nationwide Blvd. FSSC-RR
Columbus, OH 43215-2220

, SURETY,

on bond of
(Insert name and address of Contractor.)

A.W. Oakes & Son Incorporated
2000 Oakes Road
Racine, WI 53406

, CONTRACTOR,

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

Village of Somers
7511 12th Street
Somers, WI 53144

, OWNER,

as set forth in said Surety's bond.

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

July 15, 2022

Nationwide Mutual Insurance Company

(Surety)


(Signature of authorized representative)

Rita Jorgenson, Attorney-In-Fact
(Printed name and title)

Attest: 
Cal Anderson, Witness
(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA[®] Document G707[™] – 1994 Instructions

Consent of Surety to Final Payment

GENERAL INFORMATION

Purpose. AIA Document G707[™] is intended for use as a companion to AIA Document G706[™], Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

Related Documents. This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G707, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

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To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

COMPLETING G707-1994

General. The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

EXECUTING THE DOCUMENT

AIA Document G707 requires both the Surety's seal and the signature of the Surety's authorized representative.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JACK ANDERSON, RITA JORGENSEN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairmen of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said Instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

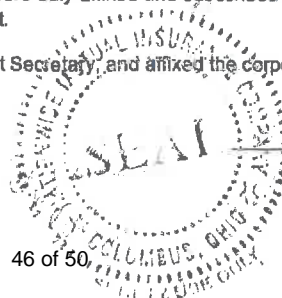
CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of July, 2022.

[Handwritten signature of Laura B. Guy]

Assistant Secretary



ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA



On this 15th day of July, 2022, before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Nationwide Mutual Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC
My Commission Expires
1/31/2023



State of Wisconsin
 Department of Natural Resources
 Bureau of Community Financial Assistance
 101 S. Webster St., P O Box 7921
 Madison WI 53707-7921
 Phone (608) 266-7555
 Fax (608) 267-0496

**Environmental Improvement Fund (EIF)
 Project Acceptance Certification**

Form 8700-280 (R 1/11)

Notice: This form is authorized by ss. 281.58 and 281.61, Wis. Stats. Submittal to the Department of a completed form is mandatory for all recipients of EIF loans. A separate form is required for each prime contractor. Failure to submit a completed form shall result in the denial of final disbursement of loan funds.

Personally identifiable information provided on this form will be used to determine compliance with closeout procedures as outlined in the Financial Assistance Agreement and may be made available upon request under Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.) and requirements.

Project Information

Municipality Name

Village of Somers

Prime Contractor

A.W. Oakes & Son, Inc.

Contract Number

Upon final inspection and approval of all change order(s), all work performed by the awarded contractor(s) and subcontractor(s) (if any) has been constructed according to the plans and specifications approved by the Department of Natural Resources (DNR).

DNR Plan and Specification Approval Number

5610-01

Date Approved

04/14/2021

Project Description

The Project generally consists of the installation of approximately 11,700 feet of 6 and 8-inch diameter water main on various side streets along Sheridan Road. The new water mains are replacing small diameter water mains that are past their useful service life and the source of significant water loss in the system. The new mains will be located under pavement in general. The purpose of the project is to replace substandard water mains, improve fire flow capacity in the area, and reduce water loss.

Engineer Certification

On behalf of the engineering consulting firm contracted by the above named municipality, I hereby certify to the best of my knowledge that the above mentioned project has been constructed and inspected to conform to the referenced specifications.

Name of Engineer

Brett D. Biwer

Name of Engineering Firm

Baxter & Woodman, Inc.

Signature of Engineer

Brett D. Biwer

Date Signed

7/25/22

Municipal Certification

The above named municipality has accepted at its regular meeting of officials the above mentioned project from the contractor and engineer.

Name of Authorized Representative

Jason J. Peters

Title

Village Administrator

Signature of Authorized Representative

Date Signed

11-1-2022

EXHIBIT G

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

The undersigned officials of the Village of Somers (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 5610-01 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 5610-01 has met the requirements for the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____




Jason Peters
Village Administrator

Dated as of:

8-3-2022

Attest: _____



Brandi Baker
Village Clerk

Dated as of:

8-3-2022



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

MEETING DATE: November 22, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk/Treasurer

AGENDA ITEM: #10 Action on recommendation to approve operator licenses for Angela Quillen

BACKGROUND:

Angela Quillen 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: Angela Quillen”

ATTACHMENTS:

NONE