

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

**Village Work Session Meeting
Agenda
Tuesday, December 6, 2022
5:30 p.m.**

Village Board Work Session Meeting:	
Item #	
1	Call to Order
2	Administrator's Report
3	Engineer's Report
4	President & Trustee Reports
5	Review and discuss 2021 Audit Recommendations with Kathryn Andrea of Andrea & Orendorff, LLP
6	Review and Discuss request for partial payment #4 from Willkomm Excavating & Grading, Inc. in the amount of \$13,021.12 and Request for Change Order #2 for work on 2022 Water Mains (Becknell & First Park 94)
7	Review and Discuss request from Tyler and Deleen Nehls for Release of Conservation Easement on 507 13 th Avenue
8	Review and Discuss proposed Contract/Collective Bargaining Agreement between the Village of Somers and the Somers Professional Firefighters IAFF Local 4831
9	Review 2022 3 rd Quarter Financials
10	Discussion on revised Special Event and Cabaret Ordinances and Permits
11	<p>Discuss possible restrictions on the following streets:</p> <ul style="list-style-type: none"> • 64th Ave. – No parking on anytime on either side of 64th Avenue from 45th Street to its termination. • 1st Way – No parking anytime on either side of 1st Way from CTH KR to 62nd Avenue. • 62nd Ave.- No parking anytime on either side of 62nd Avenue from 1st Way to its termination.

	<ul style="list-style-type: none"> • 28th St. – No parking anytime on either side of 28th Street from 120th Avenue to 113th Avenue. • 113th Ave. – No parking anytime on 113th Ave. from CTH S to its termination.
12	Discussion regarding CIP Program
13	Review tentative agenda for Village Board meeting on December 13, 2022
14	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the December 6th, 2022, Village Work Session & Agenda in 1 public place & on the Village website.

Dated this 2nd day of December 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
VILLAGE BOARD
WORK SESSION ITEM MEMORANDUM**

WORK SESSION: December 6th, 2022

TO: Village President Stoner and Village Trustees

FROM: Jason J. Peters, Administrator

AGENDA ITEM: #2 Administrator’s Report

Below please find a bulleted summary of major issues that Administration has worked since our November 1st Work Session:

Development

- There was no November Planning Commission meeting.
- The Plan Commission will meet on December 12th to review the following:
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- Over the past month, Engineer Snyder, President Stoner, Attorney Davison, Administrator Peters and First Industrial have been working with KABA on a potential new project in First Park 94. On November 4th, 15th and 29th, our team with the potential new project’s site selection committee. Administrator Peters first began working with KABA on the possibility of bringing this warehouse/industrial user to First Park 94 in July. No timeframe has been offered as to when their site selection committee will make their decision, but we have been assured by KABA that our team did a “great job” of presenting First Park 94 and getting the information they requested in a timely manner.
- On November 3rd, Chief Andersen, President Stoner, Trustee Sinnen, Plan Commissioner Grimes and Administrator Peters attended HSA’s groundbreaking for their warehouse/industrial building on the north side of Highway S, just east of the new Kwik Trip. The building will be called the Highland Commerce Center of Somers. The project was featured in the Kenosha News and the Milwaukee Business Journal.
 - https://www.kenoshanews.com/news/local/four-major-new-warehouse-projects-underway-along-i-94-corridor-including-two-in-kenosha-county/article_7b07e8b0-6774-11ed-ab2a-47bc15898475.html

- <https://www.bizjournals.com/milwaukee/news/2022/11/21/i-94-still-fast-spec-hsa-three.html>



- On November 18th, Administration, Planning, President Stoner and Chairman Holloway met with representatives from Camping World about a potential project in the Somers/Paris Growth Area.
- On November 29th, Golden Oil held their “soft opening” of their new lounge within the BP Kenosha Travel Plaza on Burlington Road. President Stoner and Administrator Peters were in attendance.
- On October 14th, Administration, President Stoner, and Trustee Nelson met with representatives from Golden Oil regarding a potential project near I-94 and CTH E. They presented an updated concept and were seeking additional input from the Village.
- Golden Oil continues to work on potential project near I-94 and CTH E. Administration has been in contact with a potential hotel chain that may be apart of the project.
- SEWRPC continues to work on our Comprehensive Plan Update. They have provided updates to the first three chapters.
- Carthage College has executed their development agreement for their project on Sheridan Road. The Board approved the building of a new maintenance building earlier this Fall. The 18,000 sq.-ft. building will be located on the north end of campus along 17th Street on former residential parcels acquired by the college.
- RCG has completed the requested maintenance items in Somers Market Center. Mister Car Wash has submitted their updated plans and their development agreement should be executed in the near future.

Administration

-

Clerk

- General Election was held on November 8th. This election session was very busy.
 - Village has roughly 5300 registered voters, and about 4000 voted.
 - Town has roughly 600 registered voters and about 450 voted.

Development Pipeline

Last updated: 12/05/2022

Name of Developer	Type of Development (Residential, Commercial, Industrial, Mixed Use)	Location	Date Engaged	Pre-Deve. Agree.	Current Zoning	Requested Zoning	Current Comp Plan	Comp Plan Requested	Neighbor. Plan	CSM or Plat	Public Improv. Needed	Est. Improv. Costs	Acres	Current Value	Est. Value	Build Out Year	Year Full Assessed on Tax Roll	TIF Dist.	Requested Assistance	Proposed Assistance	Assistance Committed	Plan Comm. Date	Board Final Approval	Devel. Agree. Date	Comp Plan Ord	NOTES
Akil Ajmeri 3308 Green Bay Road	Multi-Tenant Commercial Building w/ Ayra Liquor Store as anchor	Somers Market north of Jiffy Lube	1/7/2021	No	A-1	B-3	Commercial	Commercial	Southeast	No	No		0.95	\$375,000		2021	2022	2	N/A	N/A	N/A	3/8/2021 Concept				03/21 Plan Commission Meeting heard concept 02/22 Met w/ Developer, moving forward pending easment with RCG
Alliance Development	Chipotle	Somers Market	1/14/2022	Yes	B-4	B-4 w PUD	Commercial	Commercial	Southeast	N/A	N/A	N/A	1.1082			2022	2023	2	N/A	None	N/A	4/11/2022	Approved 05/10/2022	6/23/2022	N/A	01/22 Intial Meeting w/ Developers, Same Developers as Starbucks building 4/22 PC Recommended approval 4/22 Developer submitted updated plans based on PC
Bear Development Willow Creek	Multi-Family Townhouse Single Family	Hwy E by lift station	8/23/2018	Yes	R-9 A-2 C-1		High Density Residential Secondary Environmental Other Conservancy Land Non-farmed Wetland Street & Highway ROW		Somers Center East		Road Water Sewer		40.54	\$11,500				4								10/8/2018 Conceptual Presented to Plan Commission 01/2019 Bear updating plan, will come back to Plan Commission 04/2019 Bear has new plan & working with administration to bring to Plan Commission 05/2019 Met with Bear & Root Pike Win, TID 4 amendments to be made so 35% rule is followed 6/2019 TID 4 amends will go to JRB, Plan Commission & Board in July 19 8/13 TID Amendments Finalized, Developer hoping to Bring Plans in Fall 4/20 Spoke to Developer, bringing in new concept plan 11/20 Met w/ Developer, concept with single family & owner occupied duplexes
Becknell	Industrial/Warehouse	East Frontage	Spring 21	Yes	A-1	BP-1	Business/Industrial Secondary Environmental Other Conservancy	No	Kilborn	Yes	Road Water Sewer	\$800,000	132.1	\$294,600	\$60,000,000	Phase I 2022	Phase I 2023	6 3	Yes, offsite water main	\$460,000	\$460,000	9/13/201	09/28/2021 Comp, Zoning, Site 11/09/2021 DA	10/8/2021	N/A	4/21 Introductory meeting 7/21 Submitted materials 8/21 Weekly meetings regarding possible development agreement 09/13 Plan Commission Approved 9/28 Board Approved 10/05 Board will review DA 11/21 DA Approved 12/21 DA Executed by Village being recored 06/22 Watermain should be completed in June 9/22 Building is completely vertical
Bobcat Plus	Bobcat Dealership	Somers Expansion Area (West of 94)	Fall 2021	Yes	R-2 Paris	B-3	Commercial	Commercial	N/A IGA	Yes	Sewer Water		4.32	\$202,000		2023	2024	N/A	N/A	N/A	N/A	IGA Concept 8/8/2022 IGA Meeting 10/10/2022 Plan Commission 10/10/2022	10/25/2022		9/21 1st intro meeting. Submitted letter requesting review by IGA 8/22 IGA Committee heard concept 9/22 Filed for Plan Commission meeting 10/22 Approved by IGA and Conditionally Approved by Board 12/22 Waiting for Final Plans submitting	
Blue Paint Development, LLC	Multi-Family	743 -769 Sheridan Road	Off & On Conversations since 2018	Yes	B-3	R-11, C-1 & PUD overlay	High-Density Res., PE	High-Density Res., PEC	Lakeshore	N/A	N/A	N/A	5.57	\$724,000	\$27,000,000	2021	2022	N/A	N/A	N/A	N/A	Concept 5/11/2020 7/12/2021 9/13/2021	09/28/2021 Zoning, Site	8/3/2022		the past few years, suggested that he bring a concept to Plan Commission. Concept will be heard at 5/11/2020 PC 06/20 Developer held community meeting 12/20 Project has gone dormant, have not heard from Developer 04/21 received call from developer will be pursuing the project 05/21 Predevelopers executed, meeting with Developer, will be submitting for Plan Commission 07/21 Plan Commission recommendation to deny 07/21 Board Reviewed voted to deny 07/21 resubmitted alternate plan for Sept Plan Commission 09/13 Plan Commission Approved

																							11/21 Board reviewed billboard regulations due to Adams outdoor sign on property 3/22 Submitted Plans for May PC 6/22 Will be on June agenda for approval 7/22 will be resubmitting project to add parcel to the East. 8/22 Resubmitted for Sept Plan Commission 9/22 Plan Commission approval, Board Review, Board Approved 12/22 DA Executed & Building Permits Issued			
Carthage College	Maintenance Facility Building	17th Street	10/1/2021	Yes	R-10	I-1	Medium Density Residential	Government & Institutional	Lakeshore	YES	N/A	N/A	1.3	\$302,000		2023		N/A	N/A	N/A	N/A	5/9/2022 9/12/2022	6/14/2022 9/27/2022	11/29/2022	Drafted Needs to be sent to Board after DA Signed	12/22 DA Executed & Building Permits Issued
CWP West Corp	Mister Car Wash	Somers Market	5/12/2022	Yes	B-4	B-4 w PUD	Commercial	Commercial	Southeast	N/A	N/A	N/A	2.1			2023	2024	2	N/A	None	N/A	8/8/2022	10/25/2022		N/A	8/22 Board reviewed at Work Session. Waiting on RCG to address property issues 9/22 Updated Exhibits, RCG to address problems in Oct 10/22 Approved by Board 12/22 DA Ready for Mister Car to Execute
Edgar Terrace Homes & Management	Multi-Family	88th Ave Eagle Chataua	2/17/2021	Yes	R-11	R-11	Medium Density Residential	No	Hawthorne	N/A	N/A	N/A	1.05	\$75,000		2022	2023	N/A	N/A	N/A	N/A	06/14/201	7/13/2021	3/22/2022	N/A	02/21 Meet with developer 4/21 submitted plans for June Plan Commission 6/21 Plan Commission Reviewed & Approved 3/22 DA Executed 08/22 Under construction
First Industrial Realty Trust (Building D)	Industrial	Somers First Park 94		Under DA	BP-1	N/A	Business/Industrial Park	N/A	South Central	YES	Water		234.5	\$1,542,700	\$25,000,000	2023	2024	1			\$1M for water main, Could be as high as \$3	5/9/2022	Approved 05/24/2022	5/25/2022	N/A	01/2019 Waiting for Building 3 This will most likely have to be a build to suit 05/2019 Informed Building 3 will happen in 2019 8/13 Doug reviewing utilities, Building 3 could be 600,000 sq ft 12/19 Notified plans ready for 570K sqft building 01/20 Doug Reviewing Sewer & Water Extensions 04/20 CSMs Submitted, will be heard by PC in May 05/20 CSM heard by PC, later pulled from Board Agenda by Developer 01/21 4th Amendment to DA 02/21 CSM Approved 3/22 New plans & CSM Submitted for 3rd Building 08/22 Under construction 09/22 Builing went vertical
Flint Development	Industrial	Somers Expansion Area (West of 94)	6/14/2021	Yes	A-1 Paris	BP-1	Commercial	Business/Industrial	N/A IGA	Yes	Sewer Water	\$4,000,000	128.31	\$179,500	\$75,000,000	2022	2023	N/A	N/A	N/A	N/A	IGA 8/11/2021 Concept 11/17/2021 Approve 12/13/2021 Comp & Rezone	02/08/2022 approved subject to DA	7/26/2022	7/21 1st intro meeting. Submitted letter requesting review by IGA 8/11 IGA Committee heard concept., 9/28 Developer planning on October submission for Dec Plan Commission 10/29 Submitted plans for Plan Commission & IGA 11/21 IGA approved use 3/22 Developer still reviewing offsite utliities 4/22 Developer working on DA 6/22 DA almost complete 6/22 Grading permit granted, DA will be signed once final Exhibits Oked 7/22 Grading began , DA executed & recorded 9/22 Public Improvements went out to Bid	
Home Inspired Senior Living	40 room Community Based Residential Faciality/assisted living	1200 Village Centre Drive	3/16/2022	Yes	B-2	I-1	Mixed Use	Government & Institutional	Somers Center West	N/A	N/A		2.34	\$1,350,000	\$2,500,000	2023	2024	N/A	N/A	N/A	N/A	Concept 06/13/2022				6/2022 Concept reviewed by Plan Commission. They agreed w/ the project 10/22 Will be submitting for 12/22 Plan Commission
HSA Commerical	Industrail 1 building up to 900K sq ft	Darby Lane Farms CTH S/142	8/18/2021	Yes	A-1	BP-1	Business/Industrial Other Conservancy Secondary Enviro	N/A	Kilbourm South	No	Sewer Water		65.18	\$90,300	\$50,000,000	2022	2023	3	N/A	N/A	N/A	11/8/2021 Rezone 11/29/2021 Site Plan	12/14/2021	7/18/2022	9/24 Submitted for November Plan Commission 12/21 Approved by Board, DA Completed 02/22 DA needs to be recorded 4/22 Developer confirmed that they will be 900K sq ft as opposed to 700k sq ft 6/22 Hope to break ground in fall 7/22 DA recorded 8/22 Grading began 11/22 Foundation Began	

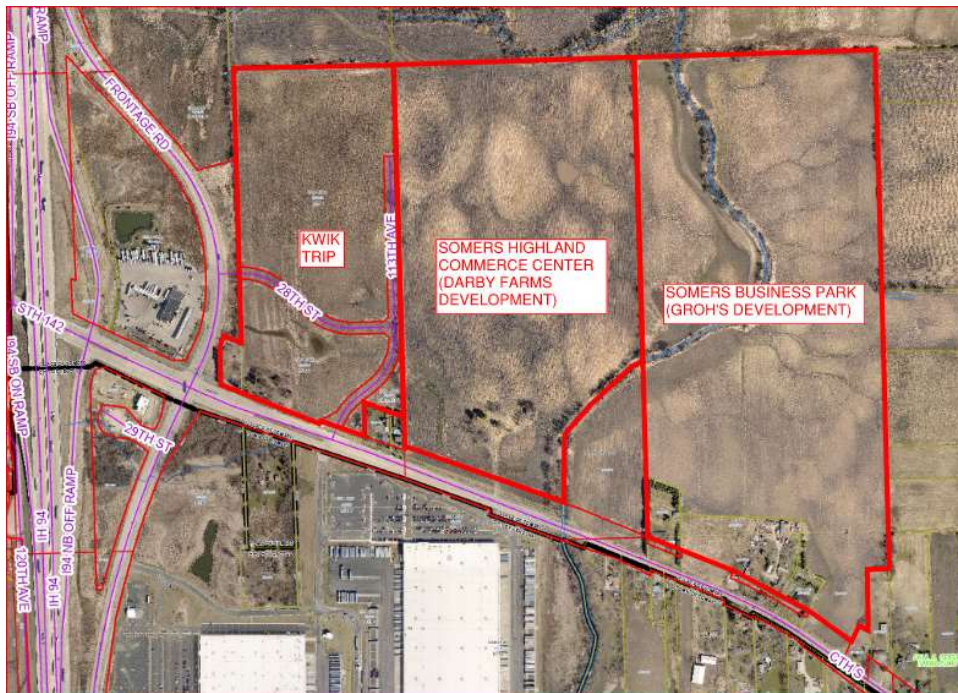
VILLAGE OF SOMERS
Engineer's Report
December 1, 2022

Water and Sewer Improvements Under Tawani Letter of Credit

- Water main and sanitary sewer: Project Number 190375
 - PTS is the Contractor
 - A final payment application and final change order will be available for the December 13th agenda packet. The final cost for the water main was \$3,617,661.25; the final cost of the sanitary sewer is \$5,450,680.35.
- Sewage Lift Station and Water Transfer Station: Project No's 201226 and 201227
 - Both stations are operating. Substantial Completion will be the 14 days after the generator start-up provided the Village has the necessary warranties. We are expecting the final paperwork from the Contractor in the next month.
 - The current contract value is \$2,987,716.62.
- Project Budget Comparison: The Village has a letter of credit from Tawani for \$14.5M; the estimated total project cost at completion is \$14.4M.

Kwik Trip at I-94/Darby Farms/Grohs Developments - All Fronting on CTH S

- See the snip below. These three projects impact each other because the water and sanitary extend from the I-94 East Frontage area. Kwik Trip is near acceptance; Darby Farms is near final plan approval; and Groh is only in the concept approval phase. Darby Farms will need access, water, and sanitary service from the Kwik Trip; Groh's will need water and sanitary service from Darby Farms. Darby Farms cannot be approved until Kwik Trip is accepted; Groh's cannot be approved until Darby Farms is accepted. A more detailed description of each development follows.



VILLAGE OF SOMERS
Engineer's Report
December 1, 2022

Kwik Trip at I-94 – Project No. 190376

- This development has constructed public roadways, water main, and sanitary sewer.
- 113th Avenue (a public roadway) runs, generally north to south, along the eastern property line from CTH S to the northerly limits of the current development.
- 28th Street (a public roadway) runs, generally west to east following the southern boundary of the Kwik Trip store portion of the development, from the Easterly Frontage Road of I-94 to 113th Avenue.
- See the attached listing of items needed for the Engineer's approval recommendation.

Somers Highland Commerce Center (Darby Farms Development) – Project No. 212046

- This project is an industrial building on the property directly east of the Kwik Trip development. The developer is HSA Acquisitions. Developer's design and construction engineer is Pinnacle Engineering.
- Utilities will be extended from public mains constructed on the Kwik Trip site.
- All roadways within this development are proposed to be privately-owned and open to the public. There are roadway connections at CTH S and two at 113th Avenue (Kwik Trip development). Access point to CTH S is near the east property line. Access points to 113th Avenue align with the most northerly Kwik Trip driveway and 28th Street.
- Private roadways extend north from CTH S connection in two branches along the east and west sides of the development. The 113th connection points are off the westerly branch of the private roadways.
- The developer is being allowed to install the foundations for the original permitted building during the time they are obtaining approval for the floodplain modification. This project does not currently have our recommendation for approval.

Somers Business Park (Groh's Development) – Project No. 220818

- This is the property east of the Darby Farms (HSA) development; the Developer is Stream Industrial Development Services. The developer's engineer is Pinnacle Engineering.
- Utilities for this site need to extend through the Darby Farms development. A public roadway is proposed to extend along the east edge of the development from CTH S to northerly development limits.
- The final design is only begun; we are currently working with the developer's engineer to remove a proposed retaining wall from the planned public right-of-way. They are proposing that the Village accept this wall to save the developer money by not needing to bring fill into the site. This wall was not on the site plan approved by planning commission but was vaguely identified in the grading plans supporting the site plan. The developer is currently trying to obtain grading easements from the neighbors to the east to eliminate the need for the wall without the cost of the extra fill.

VILLAGE OF SOMERS
Engineer's Report
December 1, 2022

Golden Oil Sanitary Sewer Connection - Project No. 212153

- The developer is Golden Oil; the developer's design engineer is Excel Engineering.
- This connection will be a requirement following the Village acceptance of the Kwik Trip public improvements.
- We may ask that the Village consider holding approval of this sewer extension until Golden Oil agrees to connect to the water system at the same time. They are currently paying to haul their sewage to a municipal wastewater treatment facility and want this sewer extension to save operating cost. Making a municipal water connection will allow for accurate reporting of diversion water to the WNR, prevent the need to install a Village meter on their private well, and allow more water usage on a underused west side municipal water system.

Savanah at Pike Creek- Project No. 201664

- This project is an approximately 65-acre townhouse development at the northwest corner of the intersection of CTH L (18th Street) and STH 31 (Green Bay Road). It also includes two outlots for future commercial development. The development will consist of both public and private infrastructure. The developer is the Stoneleigh Company. Developer's design and construction engineer is Kimley-Horn. The 24-inch water main is installed but not planned to be operational until tested following rough grading in the Spring of 2023.

Storm Water Utility Improvements: 56th Avenue and 12th Avenue - Project No. 220816

- Globe Contractors, Inc. is the Contractor.
- This project includes the repair of the existing storm sewer adjacent to 56th Avenue and the storm improvements near 12th Avenue.
- Punchlist items and close-out documents remain; we expect final payment in January.

Becknell Development - Project No. 211386

- This project is an industrial spec building on a planned unit development with access to the East Frontage Road. The developer's design and construction engineer is Pinnacle Engineering.
- AW Oakes has installed the watermain and sanitary sewer. The water main connection from 100th Avenue to the East Frontage Road is complete and operational.

Becknell Offsite and First Park 94 Phase 2 Water Main - Project No's. 212121/ 212502

- The Contractor is Willkomm Excavating, Inc.
- Change Order #2 quantifying the completed work and zeroing out the contract will be submitted for approval in December with Pay Application #4.
- Punchlist items and close-out documents remain; we expect final payment in January.

VILLAGE OF SOMERS
Engineer's Report
December 1, 2022

Stormwater Pond Inventory and Sediment Collection – Project No. 210862

- This project is necessary to satisfy the requirements of the Village MS4 Permit. The Village needs to inventory the regulated stormwater ponds, collect, and test sediment samples, and plan for future sediment removal from the ponds.
- We provided survey datum, a draft pond inventory report, and direction to staff on data collection.
- Staff is currently considering alternate methods of determining sediment depth, including renting an unmanned boat to map the bottom of each pond and allowing the engineer to develop a bathymetric map.

Flint 94 Development— Project No. 211728

- This is the planned 3-building development west of I-94 and south of 12th St; The Developer is Flint 94 Commerce Center, LLC; their engineer is Pinnacle Engineering.
- Globe has completed the open cut portion of the sanitary sewer and will begin the jack and bore portion the week of December 5, 2022. The substantial completion date is January 31, 2023.
- Brinkmann is the general contractor on the Flint 94 site; Townsend is the underground utility subcontractor. They are waiting with the public improvements until Globe has the casing pipe under I-94.

45th Avenue and 63rd Avenue Sewage Pumping Station Replacements—Project No. 201061

- The project includes the replacement of the suction lift sewage pumping equipment with submersible design like the 7th Street LS on Sheridan Road.
- Design is progressing.
- Construction will occur in the summer of 2023.

Mission94 Firearms Education Center – Project No. 222238

- Zimmerman is the Architect; Harwood is the Engineer.
- Preliminary plans have been received.
- Review comments were sent to the design team on November 30, 2022.

Bobcat at I-94 – Project No. 222334

- Rocco Castellano is the Architect; Pinnacle is the Engineer; Bukacek is the General Contractor.
- Conceptual plans have been received. We are waiting for engineering plans and calculations to review contingent on what improvements are allowed to be placed over the existing gas mains.

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Items Needed for Engineer's Approval Recommendation

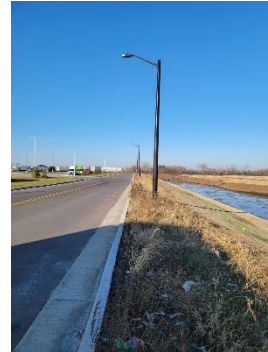
Kwik Trip Development at I-94 – Public Improvements

Village of Somers, WI

11-24-2022

Below is a list of requirements for acceptance of the public improvements:

1. Replace the damaged sections of curb and gutter and straighten the leaning light poles in the right-of-way.



2. Provide the roadway signs with the street names.
3. Provide the necessary no parking signs.
4. Sweep the streets and remove the filters from the storm inlets.
5. We can't locate an easement for the Golden Oil sanitary sewer connection. Provide a legal description and sketch for a separate easement; this was not on the recorded CSM (Document 1907536); the easement area should be at least as large as the vision triangle on the recorded CSM. The Village attorney will return an easement document for signature.
6. Cut the weeds on the vacant parcels and in the public right-of-way.
7. Assist HSA in relocating the WE Energies light poles that are near the access points to the HSA property; relocate any poles that are in danger of a truck collision. We expect there is one pole to be relocated at each entrance to HSA. This item can be removed from this list if a letter is provided by HSA that they will accept responsibility for it as part of their plan review.
8. Provide lien waivers from any contractor involved with the construction of the public improvements and a lien waiver from Kwik Trip.
9. Provide a breakdown of cost for the public-owned water system components itemized by pipe size, valve size, hydrants, and water service size.
10. Provide a breakdown of cost for the public-owned sanitary sewer components itemized by pipe size and manhole size.

Let us know if you need a meeting.

A handwritten signature in black ink, appearing to read "Douglas R. Snyder".

Douglas R. Snyder P.E.



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

WORK SESSION: December 6th, 2022

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #5 Review and discuss 2021 Audit Recommendations with Kathryn Andrea of Andrea & Orendorff, LLP

BACKGROUND:

At our November 1st Works Kathryn Andrea with Andrea & Orendorff, LLP went over our 2021 Audit with the Board. The Audit was received and filed by the Board at our November 9th Board Meeting. In each Audit we received our Auditors provide recommendations to the Village to ensure that our finances are properly documented.

UPDATE:

Trustee Harbach and Trustee Ostby have requested that Ms. Andrea attend a Work Session to review these recommendations.

COMMENTS:

Staff met with Ms. Andrea on November 30th to review the recommendations. Ms. Andrea will be in attendance on December 6th to review the recap our staff meeting and go over her recommendations.

ATTACHMENTS:

Internal Control Deficiencies Letter 2021 Somers

Recommendations Letter 2021 Somers



10411 Corporate Drive
Suite 104
Pleasant Prairie, WI 53158
PHONE 262.657.7716
www.aocpa.net

To the Board of Trustees
Village of Somers

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Somers (the Village) as of and for the year ended December 31, 2021, in accordance with auditing standards generally accepted in the United States of America, we considered the Village's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we do not express an opinion on the effectiveness of the Village's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiencies in internal control to be material weaknesses:

- Financial Reporting – Staff does not possess enough knowledge to prepare the annual statements and footnotes. Most governments operate with only enough staff to process monthly transactions and reports and rely on the auditors to prepare certain year end entries and handle the yearend financial reporting. Under the guidelines, these are considered material weaknesses in your internal control.
- Segregation of Duties – There was a separation of duties weakness related to the Utility Billing and collection process because most of the duties are completed by one person. While misstatements were not identified in the current year related to Utility Billing, the lack of separation of duties is required to be reported as a material weakness.
- Written Accounting Policies & Procedures – There do not appear to be documented accounting policies and procedures manuals and calendars in place to guide fiscal decisions and month-and year-end closing procedures. As a result, typical year-end adjustments were not made, causing the financial statements to be materially misstated. Audit adjustments were posted to correct these misstatements.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

This communication is intended solely for the information and use of management, the Board of Trustees, and others within the Village, and is not intended to be, and should not be, used by anyone other than these specified parties.

Andrea & Orendorff LLP

Andrea & Orendorff LLP
Kenosha, Wisconsin
November 9, 2022



10411 Corporate Drive
Suite 104
Pleasant Prairie, WI 53158
PHONE 262.657.7716
www.aocpa.net

November 9, 2022

To the Board of Trustees and Village management
Village of Somers
Kenosha County

Following are suggestions for improvement of accounting and internal control procedures that came to our attention as a result of our audit of the financial statements of the Village of Somers (the Village) for the year ended December 31, 2021. While certain matters which came to our attention during the review are presented herein, such a review is not designed for the purpose of making detail recommendations and would not necessarily disclose defalcations or all weaknesses in the existing system. These suggestions are offered for consideration by the Board for improvement of accounting controls and administrative procedures.

Management and the Board have paved the way for economic development in the Village/Town with the addition of many TIF districts and the Intergovernmental Agreement. This progress adds some complexities to the accounting and fiscal information required by the Village/Town Board and management. Improvements in internal controls and efficiencies will help in the future setup of the Village/Town processes. Some of the items listed in this letter are already in process of being addressed by staff. The Village will see many benefits and savings by addressing these items.

Our audit resulted in three material weaknesses in internal controls reported to the Board. Further details and recommendations related to those weaknesses are below.

1. Financial Reporting

Village Management and Governance has the ultimate responsibility for preparing complete and accurate financial reports, in accordance with Generally Accepted Accounting Principles (GAAP), as applicable to local governments. Because of inherent limitations encountered by small municipal entities, it is common for these entities to outsource financial statement preparation services to its auditors. It is imperative, however, for management and the Board to possess sufficient understanding of the Village's operations and financial reporting standards to adequately oversee these services. We recommend the Village encourage management to continue increasing their knowledge of financial reporting matters through formal and informal training and education. Related to this, we identified the following:

a. Fixed Asset Tracking

The Public Works department and the Fiscal department should continue to improve their communication in the area of recording additions and deletions of fixed assets. Gaps remain in this area. New construction projects should be communicated to the Fiscal department immediately so they may maintain a tracking of the project and status. When a capital project is completed, the Fiscal department should be notified so the related assets may to be capitalized and depreciated. Additionally, assets contributed by developers within the TIF districts are not being recorded in the applicable funds. With the TIF projects, the assets often need to get allocated to the water and sewer utilities. The Fiscal department should be made aware of these types of projects and make the appropriate allocations / transfers as the project progresses.

We recommend the Village develop a fixed assets tracking spreadsheet or program. In addition to tracking construction projects, capital purchases, and depreciation, there should be one file that tracks all the statistical information regarding meters, services and hydrants. This information is required by the Public Service Commission. This information should include all assets to be added by the Village, whether they were paid by the Village or contributed by the developers.

A physical inventory of all assets should be taken regularly, and disposals, replacements, and additions should be noted and tracked.

b. Accounting for Debt & Long-Term Obligations

We posted significant entries related to properly accounting for the Village's debt and related deferred items (discounts, premiums, gains on refunding, etc) in accordance with GASB 34. The Village has developed a debt tracking spreadsheet; however, it was not fully updated and maintained for the year, and it does not include identification of items related to debt issuance, such as premiums, discounts, and gains. We recommend adding such items to the spreadsheet and ensuring that the document is consistently updated and reconciled to the accounting ledgers.

The Village should also include a document for tracking other long-term obligations, such as payments due to developers and accrued compensated absences. This activity should be recorded by the Village in its proprietary funds, and tracked on the spreadsheet for governmental funds. Entries for recording debt activity and amortization of related accounts should be recorded timely.

During 2021, the Village missed a payment due to a developer on a long-term obligation. We recommend developing a calendar for debt service and long-term obligation payment due dates to ensure timely payment of all obligations.

c. Accounting for Retirement Benefits

The Village participates in a variety of pension and other post-retirement benefit systems, which require specific accounting treatment and disclosure under GASB 34. The Village may rely on the auditors to propose the journal entries related to these plans; however, we recommend the Village management become familiar with the accounting and disclosure requirements to ensure daily transactions are being properly recorded, and that year-end balances are accurately reported and disclosures are complete.

2. Separation of Duties - Utility Billing and Collection Process

The Village should require a second person perform part of the Utility billing and collections process, as well as the customer records maintenance process. The processes need to be reviewed to utilize the efficiencies offered by the new software. There is some risk in this area as one person performs most of the process and some of the records are kept in Word and Excel off of the system. Our suggestion is to split up some of the process to other staff so there is more segregation of duties. For example, a person other than the one responsible for entering the receipts and preparing the billings should enter new customers and rates. The system's security access should be modified to improve these internal controls and not allow access to the whole module by the utility clerk.

3. Written Accounting Policies & Procedures

The Village experienced turnover of key fiscal staff near the end of 2021 and early in 2022. As a result, certain year-end accounting functions were not identified and performed in absence of these individuals and their base of knowledge. In order to ensure fiscal procedures are performed completely and adequately regardless of who is on staff, we strongly suggest developing a written policies and procedures manual covering all the accounting transactions and processes that should occur, along with a calendar dictating the timeline for these transactions. Specifically, we noted the following recurring and routine transactions were not properly recorded, and posted audit adjustments accordingly:

- a. PSC Regulatory Liability amortization
- b. Annual interest accruals
- c. Annual tax settlement activity, including recognizing property tax revenue and properly recording receivables / deferrals at year-end
- d. Annual special assessments activity, including receivables and deferred amounts
- e. Fire and Ambulance receivables and revenue (November & December 2021)
- f. Accrual for payroll & related taxes/benefits incurred but not yet paid at year-end.
- g. Accounts payable for expenses incurred but not yet paid at year-end
- h. Unearned revenue for grants received but not yet earned at year-end
- i. Prepaid balances for expenses paid but not yet incurred by year-end
- j. Allocation of expenses (particularly administration) among TID funds for the year
- k. Developer payments

In addition to items impacting the internal control material weaknesses identified above, we also identified the following opportunity for process improvement related to technology.

4. Review of ERP Security Settings

Management should perform a periodic review of the ERP security settings to ensure that the controls of the system are in use and match the desired level of internal controls based on individual job duties and management oversight.

We reviewed Security Settings effective as of 6/28/2022, and noted the following employees who were terminated, but who still were included as users of the ERP system. We recommend these users be terminated from the system promptly. We also recommend implementing a procedure by which terminated employees are removed from access to the system immediately upon departure from employment.

- Tim Kitzman
- Anandhi Krishnan
- Mary Cole
- Heather Teigland

5. TIF Reporting & Monitoring

The Village reporting entity includes 11 individual Tax Increment Financing Districts, which are subject to many specific regulatory and reporting requirements. With significant activity ongoing in these Districts, we recommend developing and implementing a system of monitoring and tracking activity to ensure all amounts are properly reported within the correct District funds, and that all reporting and auditing requirements are met in a timely manner.

Thank you for the opportunity to work with you. If you have any questions, please contact us during the year. Our thanks also go to the staff and board for their cooperation and assistance in completing this audit.

Andrea & Orendorff LLP

Andrea & Orendorff LLP
Certified Public Accountants



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

WORK SESSION: December 6th, 2022

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #6 Review and Discuss request for partial payment #4 from Willkomm Excavating & Grading, Inc. in the amount of \$13,021.12 and Request for Change Order #2 for work on 2022 Water Mains (Becknell & First Park 94)

BACKGROUND:

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

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

On March 22, 2022, the Board awarded the bid for 2022 Water Mains (Becknell & First Park 94) to Willkomm Excavating & Grading, Inc. in the amount of \$1,099,968.80. On September 13th, the Board approved Change Order #1 that added an additional \$13,035 to the contract. The total contract price is now \$1,113,003.80.

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

Willkomm Excavating & Grading, Inc. has submitted its third request for partial payment in the amount of \$93,387.70. The Board has previously approved the following:

- | | | |
|---------------------------|------------------|--------------|
| • 1 st request | May 24, 2022 | \$409,779.36 |
| • 2 nd request | June 28, 2022 | \$591,838.24 |
| • 3 rd request | October 25, 2022 | \$93,387.70 |

Payments to date

\$1,095,005.30

UPDATE:

The Village has received a fourth request for payment from Willkomm Excavating & Grading, Inc. in the amount of \$13,021.12. The Village has also received a request for Change Order #2. The net increase to the contract would \$23,433.55. The majority of this increase was due to the need to remove a greater number of trees that were over 6 inches in diameter for the project and due to the need to use different Fire Hydrant Barrel Extensions due to supply chain issues.

COMMENTS:

Engineer Biwer will be in attendance on December 6th to answer any questions. Staff would request these matters be placed on our December 13th Board Meeting Agenda for action.

ATTACHMENTS:

Engineer Biwer Recommendation on Willkomm Excavating & Grading, Inc.
2022 Water Mains (Becknell & First Park 94) -Payment #4

Change Order #2

December 1, 2022

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

Subject: 2022 Water Mains – Payment Recommendation

Dear Village Clerk,

Enclosed is an Application for Payment from Willkomm Excavating & Grading, Inc., Contractor, for work performed on the 2022 Water Mains project. The following is our opinion of the amount due and payable to the Contractor, contingent on approval of Change Order #2:


Contract Price Including C.O. #1 & #2	\$1,136,437.35
Work Completed to Date	\$1,136,437.35
Less Amount Retained	<u>(\$28,410.93)</u>
Subtotal	\$1,108,026.42
Less Previous Payments	<u>\$1,095,005.30</u>
Total Amount Due for Partial Payment 4	\$13,021.12

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

We recommend payment to Willkomm Excavating & Grading, Inc. for \$13,021.12.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS


Brett D. Biber, P.E.

BDB/bdb

Encs.

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

P:\SOMEV\212121-BECHNELL OFFSITE WAT\CONSTRUCTION\PAY REQUESTS\PAY REQUEST #4\PAY REQUEST #4 RECOMMENDATION.DOC

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

Project: 2022 Water Main - Somers

Application No: 4
Invoice No: 22-002-4
Invoice Date: 10/18/2022
Terms: Net 30
Due Date: 11/17/2022
Period To: 10/22/2022
Project No:
Contract Date:

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

Via(Architect/
Engineer)

For:

Original Contract sum.....	1,099,968.80
Change Orders.....	13,035.00
Contract sum.....	1,113,003.80
Completed to date.....	1,136,437.35
Retainage.....	28,410.93
Total earned less retainage.....	1,108,026.42
Previous billings.....	1,095,005.30
Current payment due.....	13,021.12
Sales tax.....	0.00
Total due.....	13,021.12

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

Project: 2022 Water Main - Somers

Application No: 4
 Invoice No: 22-002-4
 Invoice Date: 10/18/2022
 Terms: Net 30
 Due Date: 11/17/2022
 Period To: 10/22/2022
 Project No:
 Contract Date:

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

Via(Architect/
 Engineer)

For:

No.	Description	Total Quantity	Unit	Total Cost	Total Cost	Completed Units	Current Value	Prior Value	Due This Request
1010.70	Mobilization	1	LS	2,884.00	2,884.00	1	2,884.00	2,884.00	0.00
1020.790	Construction Layout & Staking	1	LS	5,253.00	5,253.00	1	5,253.00	5,253.00	0.00
1030.457235	Drain Tile R & R	4	EA	319.00	1,276.00	0	0.00	0.00	0.00
1040.840	Tree Removal 6" ti 20" Diam	12	EA	464.00	5,568.00	36	16,704.00	16,704.00	0.00
1051.631210	Water Main (Open Cut) 12"	3,537	LF	75.00	265,275.00	3,562	267,150.00	267,150.00	0.00
1052.631611	Water Main 16" Gran BF	15	LF	417.00	6,255.00	13	5,421.00	5,421.00	0.00
1060.631320	Water Main (Direct Drill) 12"	450	LF	143.00	64,350.00	450	64,350.00	64,350.00	0.00
1070.621120	Gate Balve & Box 12"	7	EA	3,669.00	25,683.00	7	25,683.00	25,683.00	0.00
1080.61371	Gate Valve & Vault 12"	1	EA	14,662.00	14,662.00	1	14,662.00	14,662.00	0.00
1090.622160	Butterfly Valve & Box 16"	1	EA	5,318.00	5,318.00	1	5,318.00	5,318.00	0.00
1100.61821	Fire Hydrant	9	EA	6,586.00	59,274.00	9	59,274.00	59,274.00	0.00
1110.61826	Fire Hydrant Barrel Extension	9	EA	787.00	7,083.00	15.5	12,198.50	12,198.50	0.00
1120.623162	Connect to Water Main 16"	1	EA	5,083.00	5,083.00	1	5,083.00	5,083.00	0.00
1130.25896	Granular Backfill	661	LF	27.00	17,847.00	661	17,847.00	17,847.00	0.00
1141.830	Silt Fence	4,990	LF	1.85	9,231.50	5,481	10,139.85	10,139.85	0.00
1142.831	Erosion Mat	466	SY	1.55	722.30	85	131.75	131.75	0.00
1143.310	Construction Entrance	1	EA	2,259.00	2,259.00	1	2,259.00	2,259.00	0.00
1150.830	Restoration of Unpaved Areas	1	LS	13,355.00	13,355.00	1	13,355.00	0.00	13,355.00
1160.815	Traffic Control & Protection	1	LS	515.00	515.00	1	515.00	515.00	0.00
2010.70	Mobilization	1	LS	2,884.00	2,884.00	1	2,884.00	2,884.00	0.00
2020.890	Construction Layout & Staking	1	LS	5,665.00	5,665.00	1	5,665.00	5,665.00	0.00
2030.457235	Drain Tile R & R	4	EA	319.00	1,276.00	1	319.00	319.00	0.00
2040.631610	Water Main (Open Cut) 16"	3,594	LF	126.00	452,844.00	3,604	454,104.00	454,104.00	0.00
2050.622160	Butterfly Valve & Box 16"	6	EA	4,530.00	27,180.00	6	27,180.00	27,180.00	0.00
2060.61821	Fire Hydrant	6	EA	6,550.00	39,300.00	7	45,850.00	45,850.00	0.00
2070.618210	Fire Hydrant (Air Release)	4	EA	6,460.00	25,840.00	3	19,380.00	19,380.00	0.00
2080.61826	Fire Hydrant Barrel Extension	10	LF	852.00	8,520.00	15	12,780.00	12,780.00	0.00
2090.623162	Connect to Water Main 16"	2	EA	4,254.00	8,508.00	2	8,508.00	8,508.00	0.00
2100.25896	Granular Backfill	270	LF	30.00	8,100.00	276	8,280.00	8,280.00	0.00
2110.830	Silt Fence	2,500	LF	1.85	4,625.00	3,725	6,891.25	6,891.25	0.00
2120.830	Restore Of Unpaved Areas	1	LS	3,333.00	3,333.00	1	3,333.00	3,333.00	0.00
3000.01	CO 01 Excavate Topsoil & Fill	1	LS	13,035.00	13,035.00	1	13,035.00	13,035.00	0.00
					<u>1,113,003.80</u>		<u>1,136,437.35</u>	<u>1,123,082.35</u>	<u>13,355.00</u>

Becknell
 \$13,355.00

First Park
 \$0.00

WAIVER OF LIEN TO DATE

STATE OF Wisconsin)
 COUNTY OF Kenosha)

TO WHOM IT MAY CONCERN:

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

THE undersigned, for and in consideration of Thirteen Thousand Twenty One Dollars and 12/100 (\$13,021.12) dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby conditionally** waives its right to lien, under the State of Wisconsin statutes, relating to construction liens, with respect to and on said above-described premises, and the improvement thereon, and on the material, fixtures, apparatus, or machinery furnished, and on the moneys, funds, or other consideration due, or to become due, from the owner, on account of labor, services, material, fixtures, apparatus, or machinery, furnished, or which may be furnished, at any time hereafter, by the undersigned for the above-described premises. INCLUDING EXTRAS*.

DATE: 10/18/2022

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

SIGNATURE AND TITLE: Nicholas D. Willkomm

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

CONTRACTOR'S AFFIDAVIT

STATE OF Wisconsin)
 COUNTY OF Kenosha)

TO WHOM IT MAY CONCERN:

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

That the total amount of the contract, including extras*, is \$1,136,437.35, on which we have received payment of \$ 1,095,005.30 prior to this payment. That this waiver is true, correct, and genuine. That the following are the names of all parties who have furnished material or labor, or both, for said work, and all the parties having a contract or subcontract for a specific portion of said work, or for material, entering into the construction thereof, and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	APPROVED CO	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Willkomm Excavating & Grading, Inc.	Utilities	\$ 345,378.90	\$ -	\$ 305,585.39	\$ 11,382.58	\$ 28,410.93
Concrete Specialties	Structure	\$ 2,274.66	\$ -	\$ 2,274.66	\$ -	\$ -
Core & Main	Pipe	\$ 708,003.18	\$ -	\$ 708,003.18	\$ -	\$ -
Reesman	Aggregate	\$ 10,288.72	\$ -	\$ 10,288.72	\$ -	\$ -
Super Aggregate	Aggregate	\$ 37,886.80	\$ -	\$ 37,886.80	\$ -	\$ -
T & T Tree	Clearing	\$ 16,200.00	\$ -	\$ 15,390.00	\$ 810.00	\$ -
Highway Landscaper	Landscaping	\$ 16,405.09	\$ -	\$ 15,576.55	\$ 828.54	\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 1,136,437.35	\$ -	\$ 1,095,005.30	\$ 13,021.12	\$ 28,410.93

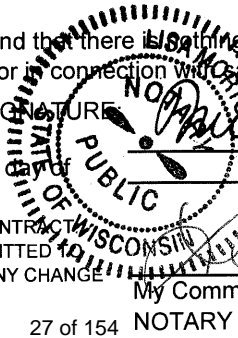
That there is no other outstanding contract for said work, and there is nothing due or to become due to any person for material, labor, or other work of any kind done, or to be done, upon or in connection with said work other than above-stated.

DATE: 11/11/2022

SIGNATURE Nicholas D. Willkomm
 November, 2022

Subscribed and sworn to before me this 11th

* EXTRAS ARE LIMITED TO APPROVED CHANGE ORDERS TO THE CONTRACT. AMOUNT DOES NOT INCLUDE ANY CHANGE ORDER REQUEST SUBMITTED TO GENERAL CONTRACTOR, BUT NOT YET COUNTER-EXECUTED, AND ANY CHANGE ORDER STILL BEING NEGOTIATED WITH GENERAL CONTRACTOR.
 My Commission Expires: 5/15/2024



CHANGE ORDER #2

PROJECT: 2022 Water Mains **DATE OF ISSUANCE:** November 30, 2022

OWNER: Village of Somers **ENGINEER:** Baxter & Woodman, Inc.
 7511 12th St. 256 S. Pine St.
 Somers, WI 53171 Burlington WI, 53105

CONTRACTOR: Willkomm Excavating & Grading, Inc. **ENGINEER's Project No.** 212121.60/212502.60
 17108 County Line Road
 Union Grove, WI 53182

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

Description: Project Close-Out

Purpose of Change Order: Quantify completed work and zero out contract

Attachments: List of final quantities and cost.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$1,099,968.80

Previous Change Orders:
 No. - to No. 1 \$13,035.00

Current Contract Price: \$1,113,003.80

Net increase of this Change Order: \$23,433.55

Contract Price with this Change Order: \$1,136,437.35

CHANGE IN CONTRACT TIME:

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

Change from previous Change Orders: None

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

Net Increase of this Change Order: None

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

PREPARED BY:
BAXTER & WOODMAN, INC.

APPROVED:
VILLAGE OF SOMERS, WI

ACCEPTED:
Willkomm Exc. & Grading, Inc.

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

By _____
 George Stoner
 Village President

By Nicholas B. Willkomm
 Nicholas Willkomm
 President

FINAL QUANTITIES
2022 WATER MAINS
VILLAGE OF SOMERS

No.	Item	Unit	BID AMOUNT		FINAL AMOUNT		Bid to Final Difference	
			Bid Qty	Unit Price	Bid Amount	Final Qty		Final Amount
SECTION A: BECKNELL OFFSITE WATER MAIN								
1	Mobilization	LS	1	\$ 2,884.00	\$ 2,884.00	1	\$ 2,884.00	\$ -
2	Construction Layout and Staking	LS	1	\$ 5,253.00	\$ 5,253.00	1	\$ 5,253.00	\$ -
3	Drain Tile Removal and Replacement	EA	4	\$ 319.00	\$ 1,276.00	0	\$ -	\$ (1,276.00)
4	Tree Removal 6" to 20" Diameter	EA	12	\$ 464.00	\$ 5,568.00	36	\$ 16,704.00	\$ 11,136.00
5a	Water Main (Open Cut) 12-Inch	LF	3,537	\$ 75.00	\$ 265,275.00	3,562	\$ 267,150.00	\$ 1,875.00
5b	Water Main (Open Cut) 16-Inch	LF	15	\$ 417.00	\$ 6,255.00	13	\$ 5,421.00	\$ (834.00)
6	Water Main (Directionally Drilled) - 12-Inch	LF	450	\$ 143.00	\$ 64,350.00	450	\$ 64,350.00	\$ -
7	Gate Valve and Box - 12-Inch	EA	7	\$ 3,669.00	\$ 25,683.00	7	\$ 25,683.00	\$ -
8	Gate Valve and Vault - 12-Inch	EA	1	\$ 14,662.00	\$ 14,662.00	1	\$ 14,662.00	\$ -
9	Butterfly Valve and Box - 16-Inch	EA	1	\$ 5,318.00	\$ 5,318.00	1	\$ 5,318.00	\$ -
10	Fire Hydrant	EA	9	\$ 6,586.00	\$ 59,274.00	9	\$ 59,274.00	\$ -
11	Fire Hydrant Barrel Extension	LF	9	\$ 787.00	\$ 7,083.00	15.5	\$ 12,198.50	\$ 5,115.50
12	Connect to Water Main (Non-Pressure) - 16-Inch	EA	1	\$ 5,083.00	\$ 5,083.00	1	\$ 5,083.00	\$ -
13	Granular Backfill	LF	661	\$ 27.00	\$ 17,847.00	661	\$ 17,847.00	\$ -
14a	Silt Fence	LF	4,990	\$ 1.85	\$ 9,231.50	5,481	\$ 10,139.85	\$ 908.35
14b	Erosion Mat	SY	466	\$ 1.55	\$ 722.30	85	\$ 131.75	\$ (590.55)
14c	Construction Entrance	EA	1	\$ 2,259.00	\$ 2,259.00	1	\$ 2,259.00	\$ -
15	Restoration of Unpaved Area	LS	1	\$ 13,355.00	\$ 13,355.00	1	\$ 13,355.00	\$ -
16	Traffic Control and Protection	LS	1	\$ 515.00	\$ 515.00	1	\$ 515.00	\$ -
	Change Order #1						\$ 13,035.00	\$ 13,035.00
SECTION A TOTAL					\$ 511,893.80	\$ 541,263.10	\$ 29,369.30	
SECTION B: FIRST PARK 94 - PHASE II WATER								
1	Mobilization	LS	1	\$ 2,884.00	\$ 2,884.00	1	\$ 2,884.00	\$ -
2	Construction Layout and Staking	LS	1	\$ 5,665.00	\$ 5,665.00	1	\$ 5,665.00	\$ -
3	Drain Tile Removal and Replacement	EA	4	\$ 319.00	\$ 1,276.00	1	\$ 319.00	\$ (957.00)
4	Water Main (Open Cut) - 16-Inch	LF	3,594	\$ 126.00	\$ 452,844.00	3,604	\$ 454,104.00	\$ 1,260.00
5	Butterfly Valve and Box - 16-Inch	EA	6	\$ 4,530.00	\$ 27,180.00	6	\$ 27,180.00	\$ -
6	Fire Hydrant	EA	6	\$ 6,550.00	\$ 39,300.00	7	\$ 45,850.00	\$ 6,550.00
7	Fire Hydrant (Air Release)	EA	4	\$ 6,460.00	\$ 25,840.00	3	\$ 19,380.00	\$ (6,460.00)
8	Fire Hydrant Barrel Extension	LF	10	\$ 852.00	\$ 8,520.00	15	\$ 12,780.00	\$ 4,260.00
9	Connect to Water Main (Non-Pressure) - 16-Inch	EA	2	\$ 4,254.00	\$ 8,508.00	2	\$ 8,508.00	\$ -
10	Granular Backfill	LF	270	\$ 30.00	\$ 8,100.00	276	\$ 8,280.00	\$ 180.00
11	Silt Fence	LF	2,500	\$ 1.85	\$ 4,625.00	3,725	\$ 6,891.25	\$ 2,266.25
12	Restoration of Unpaved Area	LS	1	\$ 3,333.00	\$ 3,333.00	1	\$ 3,333.00	\$ -
SECTION B TOTAL					\$ 588,075.00	\$ 595,174.25	\$ 7,099.25	
SECTION A & B TOTAL					Bid Total: \$ 1,099,968.80	Final Total: \$ 1,136,437.35	\$ 36,468.55	

PROJECT SUMMARY

Original contract Sum:	\$ 1,099,968.80	
Net Change by Change Order:	\$ 36,468.55	Change Orders #1 & #2
Final Contract Sum:	\$ 1,136,437.35	
Total Completed to Date:	\$ 1,136,437.35	
Retainage:	\$ -	
Total Earned Less Retainage:	\$ 1,136,437.35	
Less Previous Certificates for Payment:	\$ 1,136,437.35	
Current Payment Due:	\$ -	
Balance to Finish:	\$ -	

CHANGE ORDER SUMMARY

Change Order #1:	\$ 13,035.00
Change Order #2:	\$ 23,433.55
	\$ 36,468.55



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

WORK SESSION: December 6th, 2022

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #7 Review and Discuss request from Tyler and Deleen Nehls for Release of Conservation Easement on 507 13th Avenue

BACKGROUND:

Planning and Administration has been working with the Nehls for some time on their desire to build a house on their property on 13th Avenue. As a part of this process, the Village did a site visit. Mr. Nehls explained that there was a conservation easement placed on the CSM that split the original lot. Lots 1 and 2 have since been combined by the Nehls. The Nehls would like to remove the conservation easement on Lot 3 so that a portion of their now combined lot can be sold to their neighbors, the Bonns. The Nehls' Attorney Anthony Nudo has prepared the required documents and submitted them to the Village. Attorney Davison has reviewed both the documents and the process to remove said easements.

COMMENTS:

Administration has no objection to the release of the conservation easement and is seeking guidance from the Board as to their willingness to execute the proposed release. If the Board agrees, then staff would request this matter be placed on our December 13th Board Meeting Agenda for action.

ATTACHMENTS:

Letter from Attorney Nudo

Proposed Release of Easement

2007 Record CSM

Lot 3 with Current Easement Noted

Map of Area

December 1, 2022

VIA EMAIL ONLY

Jason Peters, Village Administrator
Village of Somers
7511 12th Street
PO Box 197
Somers, WI 53171

Re: Release of Restrictions – Conservation Easement at 507 13th Ave, Somers, WI

Dear Mr. Peters:

I am assisting Tyler and Deleen Nehls, the owner of referenced property, and their neighbors, Tony and Patricia Bonn (through their son, Marc Bonn), in obtaining a release of a conservation easement on the Nehls property. I write to provide you the history of the conservation easement and the reason we ask to be released from the same.

The Nehls purchased the subject property, which contains 14.57 acres, from Sands and Marianne Ruffalo in 2020. The Ruffalos formerly lived at the property. In 2006 or 2007, the Ruffalos lost their house in a fire. In 2007, the Ruffalos petitioned the County and then-Town of Somers to divide the 14.57 acres into three separate lots. As is typical in a land division, the Ruffalos engaged their neighbors for feedback. The Bonns requested a “conservation easement” be placed between their property and the adjoining Ruffalo lot to ensure that no accessory structures would be built on that portion of the land (i.e. a garage or pole barn). The Ruffalos and government agencies agreed to this request.

In 2020, following the purchase of all three lots, the Nehls combined Lot 1 and Lot 2 to build their homestead. The conservation easement is on Lot 3. The Bonns desire to purchase a portion of Lot 3 from the Nehls and the Nehls desire to sell it to the Bonns. The parties propose that the portion of land be attached to the Bonn property. That portion of land contains a portion of the conservation easement. The Bonns would like to use the purchased land for their recreation, including possibly building a gazebo or adding a bird feeder. That activity would be prohibited if the conservation easement remains.

The conservation easement was placed for the Bonns’ benefit. The need for the conservation easement is moot upon the Bonns purchasing that portion of land. The parties mutually request that the Village of Somers approves the release of restrictions and executes the enclosed instrument for recording with the Register of Deeds.

Mr. Peters
Village of Somers
December 1, 2022
Page 2

Sincerely,

TERRY & NUDO, LLC

A handwritten signature in black ink, appearing to read 'AN', is written over the company name 'TERRY & NUDO, LLC'.

Anthony Nudo

AN/klb
c.c. Nehls and Bonn

RELEASE OF RESTRICTIONS
CONSERVATION EASEMENT

Document Number

Document Title

WHEREAS, in conjunction with land division activities conducted in the Town of Somers (now the Village of Somers) in 2007 and years before and after that date, the property owner and subdivider of land included within Kenosha County Certified Survey Map No. 2597, recorded in the office of the Kenosha County Register of Deeds as Document No. 1538458, sought to divide land as contemplated in such certified survey map;

WHEREAS, a conservation easement was created as it appears on the face of Kenosha County Certified Survey Map No. 2597;

WHEREAS, the following note appears on the face of Kenosha County Certified Survey Map No. 2597:

No improvements shall be permitted in the conservation easement area and all existing vegetation shall remain in its natural state, with the exception of non-native species which may be removed.

Recording Area

Name and Return Address

Terry & Nudo, LLC
c/o Atty. Anthony Nudo
600 52nd Street, Suite 320
Kenosha, WI 53142

83-4-223-064-0213

83-4-223-064-0214

Parcel Identification Number (PIN)

WHEREAS, such conservation easement and note shown on the face of the certified survey map was a restriction for public benefit, pursuant to Wis. Stat. §§ 700.40 and 236.293, and therefore may be released or waived in writing by the Village of Somers;

WHEREAS, circumstances have changed substantially from the time that Certified Survey Map No. 2597 was approved, to date;

WHEREAS, the Village of Somers hereby intends to release the Village's interest in the conservation easement and note; and

WHEREAS, the Village of Somers makes no representations as to rights held by others.

NOW, THEREFORE, the Village Board of the Village of Somers, Kenosha County, Wisconsin, hereby releases its interest in the conservation easement and following note from Kenosha County Certified Survey Map No. 2597:

No improvements shall be permitted in the conservation easement area and all existing vegetation shall remain in its natural state, with the exception of non-native species which may be removed.

Dated this ____ day of _____, 202__.

VILLAGE OF SOMERS

George Stoner, Village President

ATTEST:

Brandi Baker, Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

Personally came before me on this ____ day of _____, 202__, the above-named George Stoner, Village President, and Brandi Baker, Village Clerk, executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My Commission Expires: _____

DRAFTED BY:



TERRY & NUDO, LLC

Anthony Nudo, Attorney at Law

SBN: 1055242

600 52nd Street, Suite 320

Kenosha, WI 53140

Telephone: (262) 842-2338

Facsimile: (262) 584-9949

Email: Anthony@LawMidwest.com



Stock No. 26273

Doc # 1538458

CERTIFIED SURVEY MAP NO. 2597

BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWN OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

OWNER/SUBDIVIDER: SANDS J. JR. AND MARIANNE RUFFALO
507 13TH AVENUE
RACINE, WI 53403-9656

PREPARED BY: B.W. SURVEYING, INC.
412 N. PINE STREET
BURLINGTON, WI 53105
(262)-767-0225
JOB NO. 7543-CSM

LEGEND

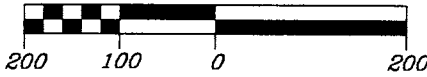
- ◆ FOUND BRASS CAPPED CONCRETE MONUMENT
- FOUND 3/4" O.D. IRON PIPE
- ⊘ FOUND 1" O.D. IRON PIPE
- ✦ FOUND 3/4" DIA. IRON ROD
- SET 1-5/16" O.D. X 18" IRON PIPE WEIGHING NOT LESS THAN 1.13 POUNDS PER LINEAL FOOT.
- ⊙ SET 2-3/8" O.D. X 18" IRON PIPE WEIGHING NOT LESS THAN 3.65 POUNDS PER LINEAL FOOT.
- SET MASONRY NAIL IN ASPHALT DRIVE

NOTE: LOTS 1, 2, AND 3 OF THIS CERTIFIED SURVEY MAP SHALL BE SERVED BY PUBLIC SANITARY SEWER AND SHALL BE RESTRICTED FROM ANY FURTHER DIVISION.

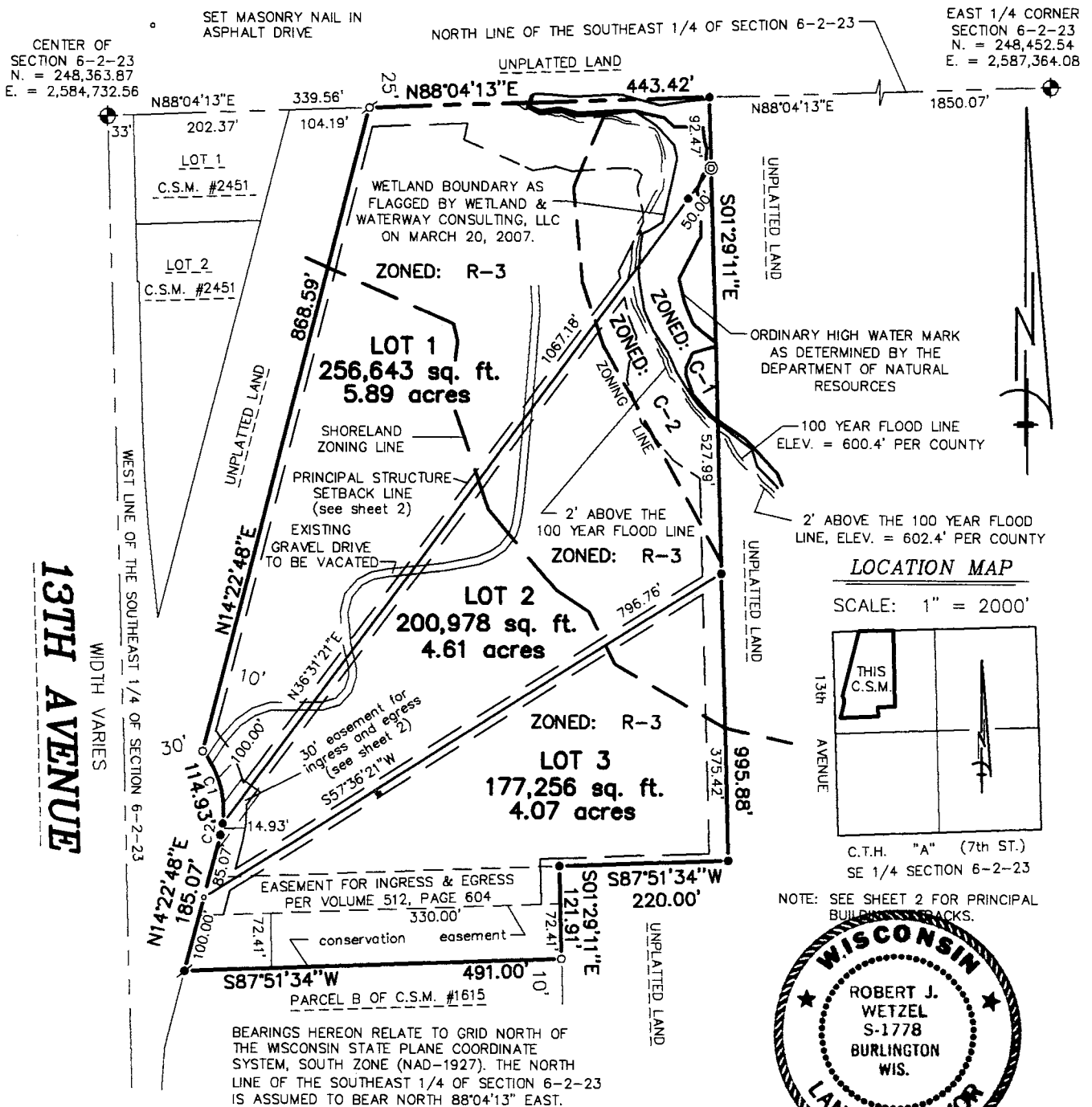
NOTE: NO IMPROVEMENTS SHALL BE PERMITTED IN THE CONSERVATION EASEMENT AREA. AND ALL EXISTING VEGETATION SHALL REMAIN IN ITS NATURAL STATE, WITH THE EXCEPTION OF NON-NATIVE SPECIES WHICH MAY BE REMOVED.

NOTE: THERE SHALL BE NO FILLING, EXCAVATION OR BUILDING WITHIN THE WETLAND AREA.

GRAPHIC SCALE

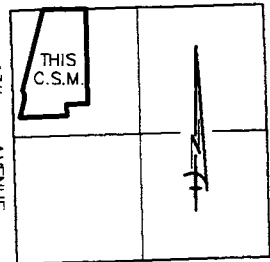


SCALE: 1" = 200'



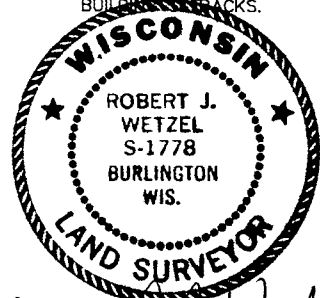
LOCATION MAP

SCALE: 1" = 2000'



C.T.H. "A" (7th ST.)
SE 1/4 SECTION 6-2-23

NOTE: SEE SHEET 2 FOR PRINCIPAL BUILDING FOOTPRINTS.



Robert J. Wetzel
ROBERT J. WETZEL S-1778
APRIL 5, 2007
REVISED: AUGUST 7, 2007
REVISED: AUGUST 21, 2007

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	100.00'	124.16'	46°08'51"	N15°35'47"W	97.32'
C2	14.93'	124.16'	06°53'21"	N10°55'22"E	14.92'
OVERALL	114.93'	124.16'	53°02'18"	N12°09'04"W	110.87'



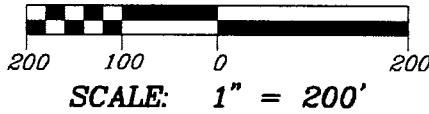
Stock No. 26273

Doc # 1538458

CERTIFIED SURVEY MAP NO. 2597

BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWN OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

GRAPHIC SCALE

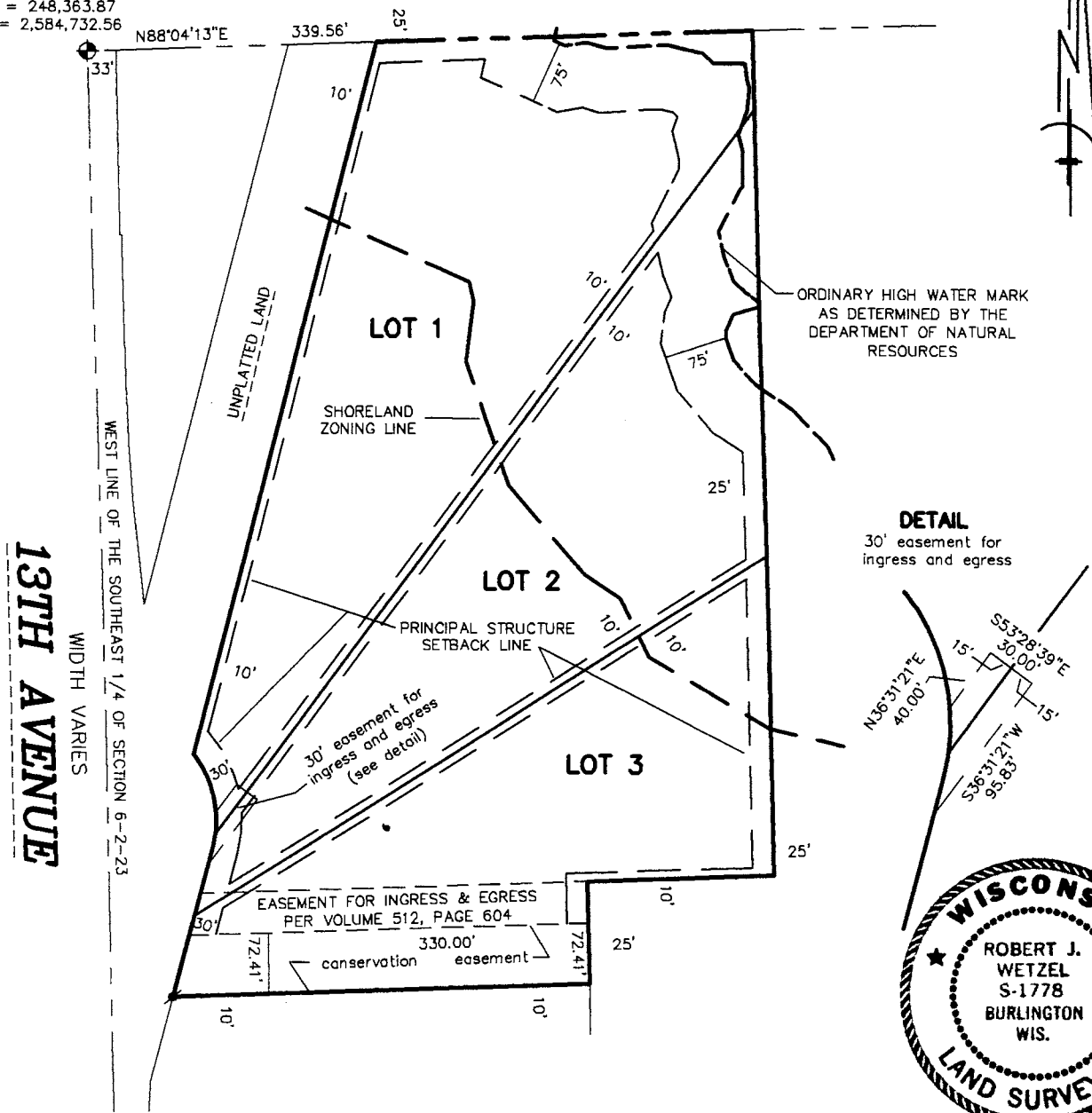


DETAIL OF SETBACKS AND EASEMENTS

R-3 SETBACKS

STREET = NOT LESS THAN 30 FEET
 SIDE = NOT LESS THAN 10 FEET
 REAR = NOT LESS THAN 25 FEET
 SHORE = NOT LESS THAN 75 FEET
 FROM ORDINARY HIGH WATER MARK

CENTER OF SECTION 6-2-23
 N. = 248,363.87
 E. = 2,584,732.56



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	100.00'	124.16'	46°08'51"	N15°35'47"W	97.32'
C2	14.93'	124.16'	06°53'21"	N10°55'22"E	14.92'
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Robert J. Wetzel
 ROBERT J. WETZEL S-1778
 APRIL 5, 2007
 REMISED: AUGUST 7, 2007
 REMISED: AUGUST 21, 2007



Stock No. 26273

Doc # 1538458

CERTIFIED SURVEY MAP NO. 2597.

BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWN OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.


LEGAL DESCRIPTION:

BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWN OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 6; THENCE SOUTH 88°04'13" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 SECTION 1850.07 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 01°29'11" EAST 995.88 FEET; THENCE SOUTH 87°51'34" WEST 220.00 FEET; THENCE SOUTH 01°29'11" EAST 121.91 FEET; THENCE SOUTH 87°51'34" WEST 491.00 FEET; THENCE NORTH 14°22'48" EAST 185.07 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 114.93 FEET ALONG THE ARC OF SAID CURVE, BEING A CURVE TO THE LEFT, HAVING A RADIUS OF 124.16 FEET, A CENTRAL ANGLE OF 53°02'18" AND WHOSE LONG CHORD BEARS NORTH 12°09'04" WEST 110.87 FEET; THENCE NORTH 14°22'48" EAST 868.59 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST 1/4 SECTION; THENCE NORTH 88°04'13" EAST ALONG SAID NORTH LINE 443.42 FEET TO THE PLACE OF BEGINNING. CONTAINING 14.57 ACRES OF LAND MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, ROBERT J. WETZEL, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT AT THE DIRECTION OF SANDS J. JR. AND MARIANNE RUFFALO, I HAVE SURVEYED THE LAND DESCRIBED HEREON AND THAT THE MAP SHOWN IS A CORRECT REPRESENTATION OF ALL LOT LINES AND THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND WITH THE SUBDIVISION CONTROL ORDINANCE FOR THE TOWN OF SOMERS, KENOSHA COUNTY, WISCONSIN.

DATED THIS 5TH DAY OF APRIL, 2007.
 REVISED THIS 7TH DAY OF AUGUST, 2007
 REVISED THIS 21ST DAY OF AUGUST, 2007


 ROBERT J. WETZEL S-1778



SHEET 3 OF 4



Stock No. 26273

Doc # 1538458

CERTIFIED SURVEY MAP NO. 2597.

BEING PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWN OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

OWNER'S CERTIFICATE:

WE, AS OWNERS, HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED HEREON. WE ALSO CERTIFY THAT THIS MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL: TOWN OF SOMERS, KENOSHA COUNTY, WISCONSIN.

Sands J. Ruffalo Jr
SANDS J. RUFFALO, JR.

Marianne Ruffalo
MARIANNE RUFFALO

TOWN OF SOMERS TOWN BOARD APPROVAL:

THIS CERTIFIED SURVEY MAP APPROVED BY THE TOWN BOARD OF THE TOWN OF SOMERS ON THIS 11 DAY OF September, 2007.

James M. Smith
CAROL FISCHER CHAIRMAN
JAMES M. Smith

Timothy J. Kippen
CLERK

KENOSHA COUNTY LAND USE COMMITTEE APPROVAL:

THIS CERTIFIED SURVEY MAP WAS HEREBY APPROVED BY THE KENOSHA COUNTY LAND USE COMMITTEE ON THIS 12th DAY OF September, 2007.

Fred R. Ekornaas
FRED EKORNAAS CHAIRMAN

DATED THIS 5TH DAY OF APRIL, 2007.
REVISED THIS 7TH DAY OF AUGUST, 2007
REVISED THIS 21ST DAY OF AUGUST, 2007

Robert J. Wetzel
ROBERT J. WETZEL S-1778





DOCUMENT

1538458

RECORDED
At Kenosha County, Kenosha, WI 53140
Louise L. Principe, Register of Deeds
on 10/31/2007 at 3:05PM
70052896 \$19.00

REGDEED3

JENF

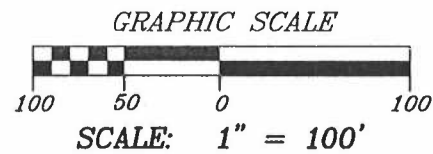
PLAT OF SURVEY
-OF-

LOT 3 OF CERTIFIED SURVEY MAP NO. 2597, RECORDED AS DOCUMENT NO. 1538458 IN THE OFFICE OF THE REGISTER OF DEEDS IN AND FOR KENOSHA COUNTY, WISCONSIN AND BEING LOCATED IN PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 23 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE TOWN OF SOMERS, COUNTY OF KENOSHA AND STATE OF WISCONSIN.

SURVEY FOR: RUFFALO

LEGEND

- ⊕ FOUND BRASS CAPPED CONCRETE MONUMENT
- FOUND 3/4" O.D. IRON PIPE
- ⊘ FOUND 1" O.D. IRON PIPE
- ⊙ FOUND 3/4" DIA. IRON ROD
- FOUND 1-5/16" O.D. IRON PIPE
- ⊙ FOUND 2-3/8" O.D. IRON PIPE
- SET MASONRY NAIL IN ASPHALT DRIVE



"I hereby certify that I have surveyed the above described property and that the above map is a correct representation thereof and shows the size and location of the property, its exterior boundaries, the location of all visible structures and dimensions of all principal buildings thereon, boundary fences, apparent easements, roadways and encroachments, if any."

"This survey is made for the use of the present owners of the property, and those who purchase, mortgage, or guarantee the title thereto within one year from date hereof."



B.W. SURVEYING, INC.

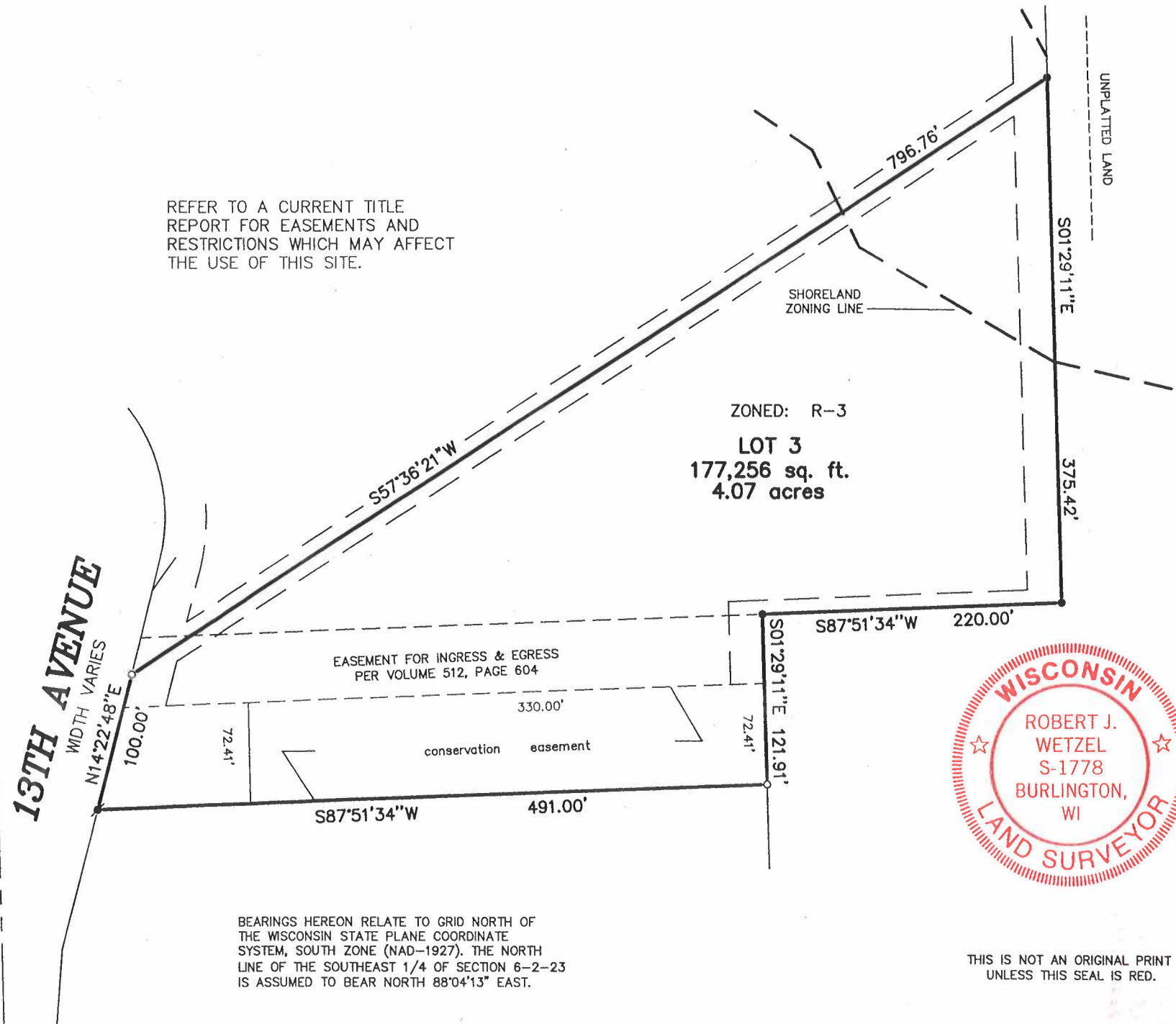
LAND SURVEYS
MAPPING AND PLANNING
412 N. PINE STREET
BURLINGTON, WI 53105
(262)-767-0225



WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 6-2-23

13TH AVENUE
WIDTH VARIES

REFER TO A CURRENT TITLE REPORT FOR EASEMENTS AND RESTRICTIONS WHICH MAY AFFECT THE USE OF THIS SITE.



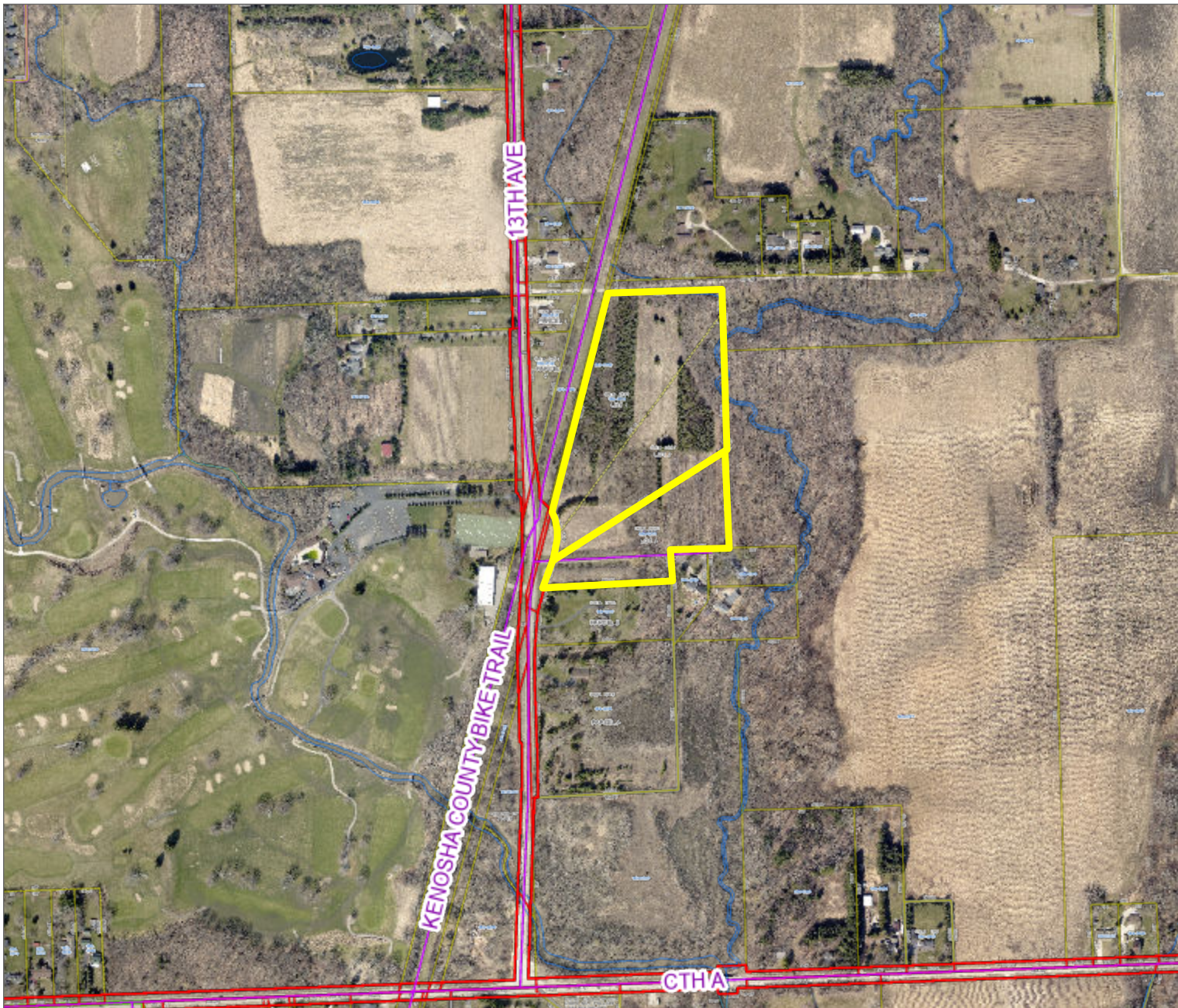
THIS IS NOT AN ORIGINAL PRINT
UNLESS THIS SEAL IS RED.

Robert J. Wetzel
ROBERT J. WETZEL S-1778

AUGUST 17, 2020
DATE

7543-LOT 3
JOB NUMBER

83-4-223-064-0213



Legend



1 Inch = 570 Feet

Date Printed: 12/2/2022

DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

SOMERS FIRE & RESCUE

CHIEF
Benjamin Andersen

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



VILLAGE OF SOMERS VILLAGE BOARD

MEETING DATE: December 6th, 2022

TO: Village President Stoner, Village Trustees and Administrator Peters

PREPARED BY: Fire Chief Benjamin Andersen

AGENDA ITEM: Recommendation to review Contract/Collective Bargaining Agreement between the Village of Somers and the Somers Professional Firefighters IAFF Local 4831 and to approve at next Village board meeting. Recommendation is based on Version CBA 11.29.22 as provided by Attorney Davison. This contract would be effective 2023 through 2025.

Items of note for this revision of the Contract:

- Raises- 2% in 2023, 4% in 2024 and 3% in 2025
- Language to recognize the creation and authority of the Deputy Chief
- Language allowing Captains to operate as an acting Chief if the Chief or Deputy Chief are not available.
- Language clarification on vacation selection process for probationary firefighters

I as the Fire Chief approve of the contract as written in version CBA 11.29.22. The President of IAFF Local 4831 has also advised that the union approves of this version of the contract.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF SOMERS

AND

**VILLAGE OF SOMERS FIREFIGHTER/EMT EMPLOYEES,
LOCAL 4831 – IAFF**

AGREEMENT

This Agreement, made and entered into at the Village of Somers, Kenosha County, Wisconsin, according to the provisions of §111.70, Wisconsin Statutes, by and between the Village of Somers as the Municipal Employer, hereinafter referred to as the “Village”, and the Village of Somers Professional Firefighters Local 4831 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the “Union”, on behalf of the employees in the bargaining unit hereinafter described; such Agreement to commence on January 1, 2020~~3~~, and shall be in effect at least through December 31, 2022~~5~~.

Both parties to this Agreement are desirous of continuing a harmonious employer/employee relationship and, therefore, have entered into this Agreement covering rates of pay, hours of work, conditions of employment, as well as procedures for reducing potential conflict with the expectation that these agreed-to provisions will continue such a relationship. The mutual interests of the parties hereto are recognized by this Agreement in the operation of the Fire Department that will promote efficiency and the best possible fire protection for life and property for all citizens of the Village and Town of Somers.

Article 1 -- Union Recognition.

- (A) **Recognition.** The Village hereby recognizes the Union as the exclusive bargaining representative for purposes of negotiation on all matters concerning wages, hours, and other conditions of employment for all full-time represented Village of Somers Firefighter/EMT employees, but excluding the Fire Chief and one (1) Assistant Chief, elected officials, part-time employees, paid on call employees, and all Public Works and office employees represented by Local 71, AFSCME, AFL-CIO.

- (B) **Union Activities and Discrimination.** The employer agrees that no employee will be discriminated against because of membership in or activity in connection with the Union and the employer will not discourage membership in the Union and the Union agrees that it will not conduct Union activities on the employer’s time, except as permitted herein.

- (C) **Inspection of Working Conditions and Resolving Grievances.** Any representative of the Union shall have the right to visit the Fire Department at any reasonable time for the purpose of inspecting working conditions and settling existing grievances. A Village employee on official Union business shall notify his/her immediate supervisor prior to leaving one station, and proceeding to another station, and shall notify the immediate supervisor of the other station before transacting Union business. The immediate supervisor in both instances (when he/she receives notice) shall advise the Union officer if the Union business will unreasonably interfere with Village business. Permission to conduct Union business shall not be unreasonably withheld; however, visits by Union officers shall not be used to interrupt the operation of any Village function or the various

Village departments. The Union agrees to notify the Village Clerk/Treasurer of its officers, committee members, and stewards and their areas of responsibilities prior to these individuals beginning to act in official capacities on behalf of the Union.

- (D) **Bulletin Board.** The Union will be permitted the use of a bulletin board in each firehouse for the posting of Union notices or other Union matters. Political notices of any type will be prohibited from being posted on any bulletin board provided for the posting of Union business.
- (E) **Union Meetings.** The Union is hereby granted use of a room in any fire station for its meetings. The location of such meeting shall be subject to the prior approval of the Chief. Members attending such meetings while on duty shall be subject to call during such meetings. The Union shall give the Fire Chief or the on-duty Officer in Charge reasonable prior notice of the meetings to be held.
- (F) **Negotiations.** Either party to the Agreement may select for itself such negotiator or negotiators for the purpose of carrying on conferences or negotiations under the provisions of Section 111.70, Wisconsin Statutes, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

Article 2 – No Strike or Lockout.

- (A) **Defined.** During the term of this Agreement, the Union shall not cause or support, nor may any employee or employees take part in any strike, intentional slowdown, or any other interference with or stoppage of the Village's work. Any employee who violates this provision or participates in its violation shall be subject to discharge. The Village will not lock out its employees.
- (B) **Reciprocal Aid.** The Village also agrees it will not order the Fire Department into another municipality to staff that municipality's fire stations or apparatus where there is a labor dispute in progress. However, the Village will respect calls for mutual aid or reciprocal aid to emergencies, as per signed agreements.
- (C) **Union Action.** Upon notification by the Village to any Union representative that certain of its members are engaged in a violation of the provision of the preceding paragraph, the Union shall immediately and in writing, order said members to return to work or cease or desist such violate activities. The Union shall provide to the Village a copy of such order and a responsible Union representative shall publicly order the employees to return to work or cease the violate activity.

Article 3 –Condition and Duration of Agreement.

- (A) **Term.** This Agreement shall become effective as of the first day of January, 2023 and shall remain in effect for a period of three (3) years through December 31, 2025 and from year to year thereafter unless either party gives notice to the other by August 1, 2025 or August 1 of any year thereafter, to vacate or amend it.

Article 4 -- Management Rights.

- (A) **In General.** The management of the Village of Somers and the direction of the employees in the bargaining unit, including but not limited to, the right to hire, the right to assign employees to jobs and equipment in accordance with the provisions of this Agreement, the right to assign overtime work, the right to schedule work, the right to relieve employees from duty because of lack of work or for other legitimate reasons for just cause, except as otherwise provided in this Agreement, shall be vested exclusively in the Village. Each represented employee shall be required to report to and/or take direction from any management designee, who shall include: Fire Chief, ~~Assistant~~ **Deputy Chief, any acting Chief 6300 and 6301** and Village Administrator **in that order of priority.**
- (B) **Change in Methods and Equipment.** In the event of change of equipment or methods of operation, the Village shall have the right to reduce the working force subject to this Agreement and in the sole judgment of the Village make reductions in the work force as required. Nothing in this Agreement shall be construed to either require or to restrict the right of the Village to adopt, install, or operate new or improved equipment or methods of operation. It is further recognized by the Union that the Village of Somers Fire Department is comprised of a small group of people, both hourly and salary. As a result, both hourly union members, part-time paid on call and management may, at times, be required to work physically, hand in hand, to insure the welfare of the general public.
- (C) **Public Health and Safety.** Nothing in this Agreement shall be construed to limit the discretion of the Village with regard to matters affecting the public health, safety or general welfare.
- (D) **Work Rules.** The Union recognizes the right of the Village to establish reasonable work rules, subject to the Union's right to grieve such rules, and to enforce applicable work related regulations promulgated by agencies of the State of Wisconsin or United States of America. These work rules shall include, but shall not be limited to, the Village of Somers Fire & Rescue Policy and Procedures Manual, the terms of which are incorporated herein by reference. Except in situations in which emergency rule changes are needed to be put in place immediately, copies of newly established work rules or amendments to existing rules will be furnished to the Union at least ten (10) days prior to the effective date of the rule.

- (E) **Subcontracting.** The Union recognizes that the Village has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested exclusively in the Village. However, no employee shall be laid off or suffer a reduction in regular hours as a result of subcontracting.
- (F) **Community Service.** The Village participates in the community service program. The Union recognizes the Village's participation in this program and the value of such, and will cooperate with this program and its intent. However, no employee shall be laid off or suffer a reduction in regular hours as a result of the Village's participation in a community service program.
- (G) **Fire Commission.** The Village Fire Commission is recognized as having precedence over such provisions of this Agreement as are specifically provided for under authority granted the Commission by Wisconsin Statutes. Along with the hiring/promotion/disciplining of employees, the Fire Commission may appoint one (1) or more Lieutenants and Captains upon recommendation of the Fire Chief. Any Lieutenants and Captains so appointed shall receive additional compensation during their service as officers in accordance with the Schedule of Stipends for Officers, Exhibit "D" attached hereto and incorporated by reference herein.
- (H) **Overtime.** From time to time, staffing shortages may require the Village to fill in the shortage with paid-on-call (POC) or part-time members of the department. When no POC or part-time members are available to fill in the staffing shortage, the Village shall offer the fill in to the full-time employees. All overtime which is worked by a full-time employee shall be paid at one and one-half (1½) times his/her hourly rate for all such time worked. **All overtime worked by a full-time employee which is mandatory overtime described in Section (2), below, shall be paid at two (2) times his/her hourly rate worked for more than twenty-four (24) hours in one (1) month or which is worked on a holiday as defined in Article 9(E)(1) below.** Any portion of a full hour shall be calculated to the next quarter hour. Any full-time employee who is not released at the normal ending time of the their work day and who is required to remain on-duty shall be paid at the rate of one and one-half (1½) times their hourly rate for all such time worked following their regular shift. Any portion of a full hour shall be calculated to the next quarter hour. The Village reserves the right to contact any Fire Department employee regarding the need to respond to operational problems during hours when the employee is not otherwise scheduled to work.
- (1) **Scheduled Overtime.** All scheduled overtime will be offered with a minimum of seventy-two (72) hours notice. Scheduled overtime will be distributed based upon seniority and will be offered to the most senior person first, with a maximum of twenty-four (24) hours of scheduled overtime worked per calendar month. If maximum hours are reached or the most senior person refuses scheduled overtime hours, then the hours

will be offered to the next most senior person in the bargaining unit until all hours are covered or the last person on the seniority list is reached. In the event that the least senior person refuses hours then that person would be required to work those hours pursuant to the provisions of mandatory overtime, subsection (2), below. If scheduled overtime hours are available at the beginning of a shift and are less than two (2) hours duration, those hours may be offered to an employee who is coming off shift first, regardless of seniority. No scheduled overtime will be offered to employees on a scheduled vacation day and any scheduled overtime hours which are offered with less than seventy-two (72) hours minimum notice shall be for a minimum of two (2) hours unless continuous with the end of a shift (see above).

(2) **Mandatory Overtime.**

(a) **Generally.** Management has the right to require overtime from employees, as operational requirements dictate. The employee contacted by management for mandatory overtime shall be clearly advised that the overtime is mandatory. Mandatory overtime will be distributed to the least senior member of the unit first. A maximum of twenty-four (24) hours per month of mandatory overtime will be required before maximum hours are reached and a unit member can refuse additional mandatory overtime. Upon reaching the maximum, the next least senior unit member on the seniority list shall be required to work mandatory overtime until all hours are covered or the most senior unit member is reached. In the event that all members of the bargaining unit have reached the maximum monthly overtime, additional mandatory overtime shall be required of the least senior unit member and the process will repeat. However, no employee can be forced to work more than twenty-four (24) hours of mandatory overtime in one month in the absence of a bona fide emergency. Employees required to report to work for mandatory overtime shall report within a reasonable time frame. An employee cannot be forced to report to work for mandatory overtime when that employee has taken a vacation day or a sick day or during any period between two scheduled shifts where a vacation or sick day falls in between the two scheduled shifts.

(b) **Supplemental Provisions.**

(i) **In the event that management requires mandatory overtime which is in excess of twenty-four (24) hours, management may order mandatory overtime for a period not to exceed**

forty-eight (48) hours in a month for any one (1) employee subject to the following:

- (a) Mandatory overtime shall not be forced on consecutive days in excess of twenty-four (24) hours unless consecutive with a scheduled or voluntary overtime shift or if a bona fide emergency is declared.
 - (b) Pursuant to federal law, management shall not exceed a mandatory overtime work period in excess of seventy-two (72) continuous hours in any combination of regular scheduled hours and mandatory hours. At the conclusion of seventy-two (72) hours of continuous work at least twenty-four (24) hours must elapse provided any further scheduled hours or mandatory overtime hours are worked by the employee. This provision also applies to a bona fide emergency declared by management.
 - (c) An employee shall not be forced to work more than twenty-four (24) hours of mandatory overtime in a running seven (7) day period including the prior or next month from the current month.
 - (d) In the event that mandatory overtime is imposed by management, no more than one (1) station change shall be required in any forty-eight (48) hour continuous period of work. Employees shall have the right to voluntarily request station changes or accept station changes more frequently than one (1) change in the forty-eight (48) hour period of continuous work. Station changes shall not occur after 18:00 hours or before 06:00 hours with the exception of a circumstance where a shift vacancy is created by a crew member leaving during a shift unexpectedly due to injury, illness or other emergency where sick time is used during the shift.
- (c) **Bona fide Emergency.** In the event that the Chief, the Chief's designee or the Village determines the need to declare a bona fide emergency for any reason, the Village shall provide within twenty-four (24) hours of declaration, in writing, the nature of the emergency, the estimated duration of the emergency not to exceed

thirty (30) days and the specific events or conditions which warrant declaration of a bona fide emergency. In the event that outside staffing is required, the Union shall be advised of the period of time when such outside staffing is deemed necessary by management and any outside staffing shall not exceed the duration of the emergency declaration as specified above.

(I) **Acting Chief.**

- (1) **Selection of Acting Chief.** If no Somers Fire Department Chief or Deputy Chief officer is available to be the on-duty Chief, the Chief may assign a represented employee as that term is defined under Article 7(A) hereafter, who is also a Captain of the Department to the position of Acting Chief. A represented employee who is designated Acting Chief shall be paid an hourly stipend of Five (\$5.00) Dollars per hour in addition to his or her normal hourly rate for the duration of time in which the employee is assigned to the position of Acting Chief. No overtime will be paid for Acting Chief duties. Any assignment as Acting Chief will be for a minimum of six (6) consecutive hours, in the same fashion that overtime shifts are assigned in accordance with Article 4(H) above. The Captain who is designated Acting Chief can already be on duty or may be an off duty Captain and will be provided a white helmet for on-call hours while designated Acting Chief.
- (2) **Selection Process.** The Chief will offer Acting Chief hours to an on-duty Captain voluntarily first in an order that is up to the Chief's discretion. If no on-duty Captains voluntarily accept the Acting Chief hours which are offered, the Chief may then offer it to off-duty Captains, in an order within the discretion of the Chief. If no off-duty Captains accept the hours, then an on-duty Captain may be forced to accept the designation of Acting Chief. If there is more than minimum staffing already on the schedule for a certain shift, the on-duty forced designation of Acting Chief can be completed before offering it to an off-duty Captain. Acting Chief duties and responsibilities shall be as delineated on the attached Exhibit "E" which is incorporated herein by reference.

Article 5 - Dues Check-Off & Fair Share Agreement.

- (A) **Dues Check-Off.** The Village shall deduct the membership dues of the Union, or an amount equivalent thereto, from the salary of any employee who signs an authorization form supplied by the Union. Such dues or equivalent amount certified by the Union shall be deducted in equal amounts from each check. Withheld amounts shall be forwarded to the Union within ten (10) days following the actual withholding together with a record of the amount and the names of those employees for whom deductions have been made. Automatic renewal of

such authorizations will be made for successive periods of one (1) year, unless written notice of the revocation is given to the Village and the Union by the employee prior to the start of any new contract year.

- (B) **Fair Share Agreement.** All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's constitution and by-laws.
- (C) **Deductions.** The Village shall deduct from the monthly earnings of all employees in the collective bargaining unit, their fair share of the cost of representation by the Union, as provided in Section 111.70(1)(f), Wis. Stats. and as certified to the Village by the Union. The Village shall pay said amount to the treasurer of the Union on or before the end of the month in which such deduction was made. The date for the commencement of these deductions shall be determined by the Union; however, all employees shall be required to pay their full fair share assessment regardless of the date on which their fair share deductions commence. The Village will provide the Union with a list of employees from whom deductions are made with each monthly remittance to the Union.
- (1) The Union shall notify the Village of the amount certified by the Union to be the fair share of the cost of representation by the Union and the date for the commencement of fair share deductions, (two (2) weeks) prior to any required fair share deduction.
- (D) **Union Certification.** The Union agrees to certify to the Village only such fair share costs as are allowed by law and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Union agrees to inform the Village of any change in the amount of such fair share costs.
- (E) **No Mandatory Membership.** The Union shall provide employees who are not members of the Union with an internal mechanism within the Union which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Union as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Union will place in an interest-bearing escrow account any disputed fair share amounts.
- (F) **Indemnification.** The Union does hereby indemnify and shall save the Village harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the Village, which Village action or non-action is in compliance with the provision of this Article, and in reliance on any lists or certificates which have

been furnished to the Village pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the Village from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

Article 6 -- Equal Employment Opportunity. It is the policy of the Village to be fair and impartial in all its relations with its employees and applicants for employment without regard to his/her race, color, religion, age, gender, sexual orientation, marital status, handicap, arrest record, or national origin.

The Village will ensure that promotion, training, and transfer decisions are made in accordance with principles of equal employment opportunity and will impose only valid qualification requirements. The Village also will ensure that all other personnel actions, such as decisions concerning compensation, benefits, transfers, layoffs, returns from layoff and terminations, will be administered without regard to race, color, religion, age, gender, sexual orientation, marital status, handicap, arrest record or national origin.

Article 7 -- Types of Employees.

- (A) **Regular, Full-time.** Any represented employee who has been hired into a permanent, full-time position and who works a shift of twenty-four (24) hours per day, with forty-eight (48) hours off which constitutes approximately fifty-six (56) hours per week. This type of employee is entitled to all benefits contained in this Agreement.
- (B) **Probationary.**
- (1) **Period.** An employee shall be probationary for the first three hundred sixty-five (365) calendar days of his/her employment.
 - (2) **Completion.** Upon completion of such three hundred sixty-five (365) calendar days of employment, the employee shall be entered on the seniority list as of his/her date of hire.
 - (3) **Retention.** A probationary employee has no seniority rights and his/her retention as an employee is entirely within the discretion of the Village.
 - (4) **Extension of Probationary Period.** If the Village believes that an additional probationary period is necessary, such period may be extended by mutual agreement of the Chief and the employee.

Article 8 – Employee Responsibilities.

- (A) **Physical Examinations.** Applicants accepted for employment with the Village are required to pass a physical examination given by a physician selected by the Village at the Village's expense in accordance with Article 20 of this Agreement.
- (B) **Valid Driver's License.** Any applicant must possess, not later than the first date of work, and must maintain as a continuing condition of employment, a valid Driver's License issued by the State of Wisconsin.
- (C) **Training.** Full-time firefighters will receive one and one-half (1½) times their full-time hourly rate when participating in training, conducting training, answering fire and rescue calls or performing other services for the Village while off duty. Time is calculated on the basis of time expended. If training is scheduled during employee's regular shift, no extra compensation shall be given if he/she chooses not to take this exercise but makes it up at a later date. Every effort shall be made by the Village to schedule training so that it takes place during an employee's regularly scheduled shift to avoid overtime.
- (D) **Working Hours.** All represented employees shall begin at 0600 hours and end their shift at 0600 hours the following day.
- (E) **Fill-In Pay.**
- (1) Full-time employees who are requested or ordered by the Fire Chief to fill in for a full-time employee that is not available to work as normally scheduled, shall be paid one and one-half (1½) times his/her regular hourly rate, based on a fifty-six (56) hour work week, for such time worked.
 - (2) Employees who are not released at their regular quitting time and are required to work overtime, shall be paid at the rate of one and one-half (1½) times their regular hourly rate for such time actually worked to the next quarter (1/4) of an hour. All overtime will be paid in employees regular paycheck.
- (F) **Time Trades.** A trade of duty time may be made between full-time employees. The Village shall not incur any overtime liability under any circumstances (if applicable) as the result of such time trades. The employees recognize that use of time trades creates an obligation between the employees and it shall be the responsibility of the individuals involved in the time trade to see that they respectfully fulfill such obligations.
- (G) **EMT License.** As of August 31, 2017, every employee must possess and must maintain as a continuing condition of employment, a valid EMT I-12 license (or such other designation as may be issued by the State of Wisconsin for the highest

level of EMT licensure). Employees hired on or before August 31, 2017, will not be required to obtain paramedic status but will be required to maintain the level of licensure which has been issued to that employee as of August 31, 2017. Every full-time new hire beginning September 1, 2017, must have and maintain a State of Wisconsin issued paramedic license.

- (H) **Overtime Pay.** Overtime will be calculated and paid each pay period.
- (I) **Recording Time.** All Union employees shall be required to use the Department approved pay cycle report.
- (J) **Confidentiality of Personnel Matters.** Every employee shall maintain the confidentiality of Village personnel matters concerning both an individual's own employment and that of other Village employees. This confidentiality is to protect the interests of every Village employee.

Article 9 – Special Allowance and Village Furnished Equipment.

- (A) **Initial Issue.** Each employee, upon hiring, shall be issued the following uniform items:

3 – button down shirts with appropriate identification (patches, badges, etc.)

3 – blue Somers Fire Department t-shirts

4 – pairs of pants

1 – black belt

2 – job sweatshirts with appropriate identification (patches, badges, etc.)

- (B) **Uniform Replacement Clothing & Gear Allowance.** Full-time Fire Department personnel will receive a clothing allowance reimbursement of up to ~~Two~~ **Three** Hundred ~~Fifty~~ (~~\$250~~**300.00**) Dollars per calendar year which will be based upon a determination by management of the need to replace individual items of clothing. **Any request for reimbursement must be submitted by the first (1st) day of December of the current year.** No other allowances will be made for clothing, except for uniforms or clothing damaged or contaminated in the line of duty. These will be cleaned or replaced by the Village, if an inspection by management indicates that the uniform or clothing did not need cleaning or replacement prior to the damage. All clothing worn while on duty shall conform to departmental policy concerning appropriate, authorized apparel, and only authorized apparel will be eligible for reimbursement. Departmental uniforms shall only be worn when on duty, while in transit to or from work, or at official Village sanctioned events.

- (C) **Turnout Gear.** The Village shall provide, maintain and replace all required turnout gear per NFPA standards at no cost to the employees. The Village may provide the appropriate washing and drying machines in the firehouse(s) for the routine cleaning of turnout gear.
- (D) **Additional/Upgraded Items.** Employees desiring to purchase apparel or footwear at their own cost for use in performing their duties that are not specified as part of the uniform or turnout gear supplied by the Village may do so as long as such items conform to departmental uniform guidelines.

Article 10 – Employee Rights.

- (A) **Jury Duty.** The Village recognizes that an employee may be called upon to serve as a juror from time to time. This is a responsibility that employees, as citizens, should fulfill. Employees shall be released from duty to fulfill jury duty obligations and are expected to return to work upon being released from jury duty on a daily basis. An employee fulfilling jury duty obligations shall receive his/her normal pay provided the employee turns over to the Village, his/her jury duty pay. Any employee who receives notification to report for jury duty should notify the Fire Chief as soon as possible.

- (B) **Family and Medical Leave Act Policy.**

- (1) **Introduction.** The Village’s Family and Medical Leave Act Policy is intended to conform to, and not exceed, the requirements of the federal Family and Medical Leave Act ("FMLA"). However, this Policy is intended to comply with the applicable laws and does not necessarily incorporate all provisions of such laws directly into the Village’s personnel policies. This Policy does not specifically repeat every provision of the FMLA's statutory or regulatory requirements. Posters summarizing the benefits required to be provided under federal and state law can be found with other employment related posting.

Employees may be required to provide advance notice and certain information as set forth below to be eligible for family or medical leave under this Policy. Employees may also be required to submit leave requests in writing as circumstances and applicable law permit. Employee’s use of other leaves provided by the Village for the reasons covered by law, when appropriate, will be treated as use of family and/or medical leave whenever applicable laws allow.

- (2) **Eligibility.** Employees are entitled to FMLA benefits if they:
 - (a) **Federal.** Have been employed by the Village for at least twelve (12) months (not necessarily consecutive); and have worked at

least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the start of the FMLA leave. Time spent on paid or unpaid leave does not count in determining the one thousand two hundred fifty (1,250) hours eligibility; or

- (b) **State.** Have been employed by the Village for at least fifty-two (52) consecutive weeks and have worked at least one thousand (1,000) hours during the fifty-two (52) weeks prior to the start of the FMLA leave.

(3) **Qualifying Event and Amount of Leave.**

- (a) Eligible employees may take up to a total of twelve (12) work weeks of unpaid FMLA leave in a calendar year for the following qualifying events:
 - (i) The birth or placement of a child for adoption or, under Federal FMLA, for foster care:
 - (a) State law provides up to six (6) weeks of unpaid leave for any one child.
 - (b) Federal law requires that leave conclude within twelve (12) months after the birth.
 - (ii) To care for the employee's spouse, child or parent (includes a parent-in-law under the Wisconsin FMLA) with a serious health condition;
 - (a) State law provides eligible employees up to two (2) work weeks of FMLA family leave.
 - (iii) Family leave due to an employee's spouse, child or parent being on exigent active duty or having been notified of an impending call or order to exigent active duty as a member of the reserve components of the Armed Forces or a retired member of the regular Armed Forces or Reserve, in support of a contingency operation.
 - (iv) For the employee's own serious health condition that renders the employee unable to perform his/her job.
 - (a) State law provides eligible employees up to two (2) weeks of FMLA medical leave.

- (b) Eligible employees may take up to a total of twenty-six (26) work weeks of unpaid FMLA leave during a single twelve (12) month period (beginning on the first day the eligible employee takes FMLA leave to care for a covered service member and ends twelve (12) months after that date, regardless of the method used by the employer to determine the employee's twelve (12) work week of leave entitlement for other FMLA-qualifying reasons) to care for a spouse, child, parent, or next of kin who is a member of the Armed Forces who suffered an injury or illness while on active duty that renders the person unable to perform the duties of the member's office, grade, rank or rating.
- (c) During the single twelve (12) month period, an eligible employee shall be entitled to a combined total of twenty-six (26) work weeks of leave under federal law.
- (d) Leave qualifying for both Wisconsin and federal FMLA leave will count against the employee's entitlement under both laws and will run concurrently. When the reason(s) for qualified leave differ, the leave may not run concurrently under federal and state law, and an employee may be entitled to more than twelve (12) weeks of leave in a calendar year. This type of leave occurrence will be evaluated and reviewed with the employee at the time of the leave. Qualified leave taken under Worker's Compensation also will run concurrently with federal FMLA leave.

Under the federal FMLA, spouses employed by the Village are jointly entitled to a combined total of twelve (12) work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition.

- (4) **Non-Continuous or Intermittent Leave.** Employees are permitted to take leave on an intermittent (blocks of time) or reduced work schedule:
 - (a) When it is medically necessary to care for a family member with a serious health condition or because of the employee's serious health condition.
 - (b) When it is necessary to care for a family member or next of kin who suffered an injury or illness while on active duty.
 - (c) To care for a newborn, adopted or foster child. Federal FMLA leave for the birth or placement of a child for adoption or foster care may not be taken in non-continuous increments unless

approved by the Village. Under the Wisconsin FMLA, the last increment of leave for the birth or placement of a child for adoption must begin within sixteen (16) weeks of that birth or placement.

Medical or family caretaking leave should be planned so as not to unduly disrupt the Village's operations. Employees requesting non-continuous federal FMLA leave that is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse or parent with a serious health condition or for the employee's own serious health condition may be required to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than the regular employment position of the employee. An employee temporarily transferred will receive the same pay and benefits, but may be assigned different duties.

The Village allows for intermittent leave to be taken in no less than four (4) hour increments. The employee may not take, or be required to take, more leave than medically necessary to address the circumstances that caused the need for the leave.

- (5) **Payments on FMLA Leave.** In general, both Wisconsin and federal FMLA leaves are unpaid. The Village may require employees to substitute paid leave for which they are eligible (such as vacation days, personal leave, compensatory time or sick leave) for unpaid leave available accrued leave for unpaid Wisconsin FMLA.

The Village will require that any leave provided by this Collective Bargaining Agreement be substituted for federal FMLA leave.

- (6) **How to Apply for FMLA Leave.**

- (a) Employees must submit a Request for Leave form to the Village Administrator or designee at least thirty (30) days, or as soon as practicable, in advance of taking leave. If circumstances do not permit an employee to give notice in advance of taking leave, the employee must notify their supervisor and the Village Administrator or designee, and submit the Request for Leave form as soon as possible. Failure to give timely notice may result in the delay or denial of FMLA leave and may subject the employee to discipline under Village policies.
- (b) If the leave is for a family member's or the employee's serious health condition, the employee must submit a medical certification from the employee's or the family member's health

care provider within fifteen (15) days. If an employee does not provide the required certification by the designated deadline, or if the Village determines that an employee's absence is not covered as FMLA leave, the leave may not be designated as Wisconsin and/or federal FMLA leave, and the employee may be subject to discipline under Village attendance policies unless he or she uses accrued paid leave (like vacation) and/or is granted non-FMLA leave of absence.

- (c) Second or third certifications at the Village's expense and periodic re-certifications at the employee's expense may be required under certain circumstances. The Village requires periodic reports during federal FMLA leave regarding the employee's status and intent to return to work.
- (d) Forms are available from the Village Administrator.

- (7) **Health insurance Benefits and Non-Accrual of Other Benefits.** Group health insurance coverage will be maintained for employees while they are on FMLA leave, on the same terms as if the employee continued to work. The employee will be required to pay his/her regular portion of health insurance premium payments on a schedule established by the Village and consistent with this Agreement.

The Village may recover its share of health insurance premiums paid during a period of unpaid FMLA leave from an employee if the employee fails to return to work (for a minimum of thirty (30) calendar days) after the expiration of the leave. The Village may not collect the premiums if the reason the employee does not return is due to continuation, recurrence or onset of a serious health condition that would entitle the employee to leave under FMLA, or other circumstances beyond the employee's control.

Employees shall not accrue seniority or any other employment benefit during leave taken under this Policy, except that such benefits and seniority shall accrue if employee selects to use other leaves provided by the Village pursuant to Section (5) above, and if such benefits would normally accrue during that leave. The employee's position shall be held open during the leave period.

The Village may discontinue health insurance benefits after providing written notice to the employee of the cancellation of coverage for non-payment if the employee fails to make contribution towards the employee's portion of the premium payment within thirty (30) days of the due date.

(8) **Return to Work.** Any employee returning from FMLA for their own serious health condition must provide a “Fitness for Duty” statement signed by their treating physician. Upon return from FMLA leave, an employee shall be restored to his or her original position or, if the position is not vacant, to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. Any employee will not be restored to their original or equivalent position if they are unable to perform the function of their job because of a mental or physical condition, unless the condition qualifies under the ADA and a reasonable accommodation can be made.

(9) **Definitions.**

(a) **Child.** Biological, adopted, or foster child, stepchild, legal ward or, under the federal FMLA, the child of a person having day-to-day care of the child, or a child of a person standing “in loco parentis”, who is under eighteen (18) years of age or older and incapable of self-care because of a serious health condition.

(b) **Covered Service Member.** A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

(c) **Incapable of Self-Care.** The individual requires active assistance or supervision to provide daily self-care in three (3) or more of the activities of daily living (i.e. grooming, hygiene, bathing, dressing, eating) or instrumental activities of daily living (i.e. cooking, cleaning, shopping, utilizing public transportation, paying bills, maintaining a residence, using telephones and directories, and using a post office).

(d) **Next of Kin.** The nearest blood relative other than the covered Service member’s spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered Service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, the first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service members’ next of kin and may

take FMLA leave to provide care to the covered Service member either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered Service member's only next of kin.

- (e) **Parent.** Biological parent, foster parent, adoptive parent, stepparent or legal guardian of an employee, or parent-in-law under the Wisconsin FMLA. Under the federal FMLA, "parent" includes an individual who provided day-to-day care to the employee when the employee was a child.
- (f) **Serious Health Condition.** An illness, injury, impairment or physical or mental condition that involves:
 - (i) Inpatient care in a hospital, hospice or residential medical care facility; or
 - (ii) Under Wisconsin FMLA, outpatient care that requires continuing treatment or supervision by a health care provider (generally defined as requiring two direct, continuous and first hand contacts by a health care provider); or
 - (iii) Under the federal FMLA:
 - (a) A period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - (i) Treatment two (2) or more times, within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (i.e. physical therapist) under orders of, or on referral by, a health care provider; or
 - (ii) Treatment by a health care provider on at least one occasion, that results in a regimen of continuing treatment under the supervision of a health care provider.
 - The first or only in person treatment visit must take place within seven (7)

days of the first day of incapacity.

- Whether additional visits or a regimen of continuing treatment is necessary within the thirty (30) day period shall be determined by the health care provider.

- (b) Any period of incapacity due to pregnancy or for prenatal care.
- (c) Chronic conditions requiring periodic treatment (defined as at least twice a year) by or under the supervision of a health care provider that continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (i.e. asthma, diabetes, epilepsy, etc.);
- (d) Permanent/long term conditions requiring supervision for which treatment may not be effective (i.e. Alzheimer's, a severe stroke, or the terminal stages of a disease);
- (e) Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three (3) calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy), or kidney disease (dialysis).

- (10) **Continuation and accrual of benefits.** Employees will remain eligible for health insurance benefits under the Village's group health plan during leave taken under this Policy, in accordance with Article 10 of this Agreement.

Employees shall not accrue seniority or any other employment benefit during leave taken under this Policy, except that such benefits and seniority shall accrue if employee selects to use other leaves provided by the Village pursuant to Section (7), above, and if such benefits would normally accrue during that leave. The employee's position shall be held open during the leave period.

- (C) **Military Reserve Leave and Pay.** Village employees who are members of a

United States or State Military Reserve Unit, will be allowed up to two (2) weeks per year for mandatory training purposes. While on such training, the employee will receive a payment from the Village such that the military reserve pay and the Village supplemental payment equals the lesser of the employee's regular gross pay (excluding overtime) or the employee's average pay per pay period based upon the preceding three (3) months, excluding from such average any weeks during which the employee was on unpaid leave. All other military leaves shall be governed by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

- (D) **Unemployment Compensation.** The purpose of unemployment compensation is to replace part of an employee's income if the employee is laid off or terminated through no fault of the employee. The Village pays the full cost of unemployment compensation benefits for its employees, but it does not decide who is eligible for benefit payments or how much the payment should be. This eligibility is decided by the Job Service Division of the State Department of Industry, Labor and Human Resources and the Wisconsin laws on unemployment compensation.

(E) **Holidays.**

(1) **Holidays.** There shall be a total of ten (10) recognized holidays as follows: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve Day, Christmas Day and New Years Eve Day.

(2) **Work on Holidays.** The holidays listed in Section 10(E)(1) above shall be worked as normal scheduled work days. Employees shall receive two hundred-forty (240) hours of time off to be scheduled as additional vacation time in accordance with Article 10(H) of this Agreement. Said two hundred-forty (240) hours are reflected in the vacation hours listed in Article 10(H) of this Agreement. An employee must have completed his/her probationary period to be eligible for the additional vacation time.

- (F) **Worker's Compensation.** All Village employees are covered by worker's compensation insurance the premiums for which are paid by the Village and which is administered under applicable Wisconsin law. Bargaining unit employees may utilize current or accumulated sick days to supplement temporary worker's compensation payments made to an injured employee. The injured employee will retain the worker's compensation benefits paid to him/her by the Village's insurer and then may request that the difference between the injured employee's gross wages (exclusive of overtime wages) paid to the employee in the preceding six (6) months less the amount of the worker's compensation benefits may be paid to the employee periodically and such payments shall reduce current or accumulated sickness/accident days credited to the injured employee pursuant to Article 10(I), hereafter.

- (G) **Funeral Leave.** The employer shall grant employees pay for lost time up to two (2) paid shifts in case of death in the immediate family, defined as mother, father, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law, stepparent or stepchild. In case of death to a sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather or grandchild(ren) up to one (1) paid shift will be allowed.
- (H) **Vacation.** For purposes of calculation of earned vacation time, the anniversary date of hire shall be utilized in determining the year in which an employee's vacation shall be categorized. All full-time employees shall be entitled to the following vacation:
- (1) **Earned Vacation.**
- (a) **Probationary employees.** Probationary employees shall earn twenty-four (24) hours of time off for each holiday (Section 10(E) (1)) that falls within a pay period. The employee must use these hours within the next three (3) months following when the hours were earned. The selection of time off will be directly through the Chief and will not affect the vacation selection policy (Section 10(H)(2)). No regular full-time employee shall be affected as it relates to the vacation selection policy. For the purpose of scheduling time off, the probationary employee must have the day approved by the Fire Chief. The Fire Chief reserves the right to deny any request for time off but must make sure the employee does not lose the hours off requested. When the employee reaches one (1) year of employment and is off of probation, they will be placed into the vacation policy. They will request the remaining holidays in the calendar year off, as stated in the vacation selection policy. Upon their two (2) year anniversary of employment, they will receive the additional seventy-two (72) hours of vacation time. If employee is terminated or resigns while on probation, all unused time off is forfeited without reimbursement.
- (b) **Two year employees.** Three hundred twelve (312) hours.
- (c) **Three through five year employees.** Three hundred eighty-four (384) hours.
- (d) **Six through fourteen year employees.** Four hundred eighty (480) hours.
- (e) **Fifteen through twenty-four year employees.** Five hundred fifty-two (552) hours.

- (f) **Twenty-five or more year employees.** Six hundred twenty-four (624) hours.
- (2) **Vacation scheduling.** Regular full-time employees who have completed their probationary period may submit their vacation requests ~~will be submitted~~ to the Fire Chief and considered in accordance with the policy contained in the Somers Fire & Rescue Policy and Procedures Manual (Exhibit “C” attached hereto). No two (2) employees from the Fire Department will be allowed the same vacation period, unless this requirement is waived by the Fire Chief. Vacation should be taken in the calendar year in which it is earned; however, an employee may carry not more than seventy-two (72) vacation hours over into the first quarter of the following year in which such vacation is earned. Failure to utilize vacation by March 31 within the first quarter of the year following the year in which it is earned will result in the loss of vacation hours without compensation, unless such time is extended by the Fire Chief with the approval of the Village Administrator. Vacation shall be scheduled for a minimum of four (4) hours. Any probationary employee can begin picking their vacation days as part of the vacation selection policy at the third round in order of their seniority as it relates to Exhibit “C”. A probationary employee is allotted two hundred forty (240) of vacation time (holiday) for their first twelve (12) months of employment. These hours must be used within the first twelve (12) months of employment. A probationary employee will start their first round and pick three (3) days (seventy-two (72) hours). A probationary employee will then pick six (6) days (one hundred forty-four (144) hours) each additional round until all their hours are used. If the probationary employee is picking any of their vacation days prior to being employed for their first year, the day must be approved by the Fire Chief and will not count as a vacation day pick against any regular full-time employee. No regular full-time employee shall be affected as it relates to the vacation selection policy prior to the probationary employee completing their probationary period. All probationary employees will begin picking their hours after the second round of regular employees has been picked for their assigned shift.
- (3) **Impact of retirement or permanent disability.** Employees who retire or employees who are permanently unable to work due to a disability prior to December 31, shall be entitled to any unused vacation not taken during the calendar year of retirement or disability.
- (4) **Impact of death.** The survivors of an employee who dies prior to December 31 shall be entitled to any unused vacation pay not taken by the Employee during the calendar year of death.
- (5) In the event that a full-time employee is called in or otherwise ordered in

by management on a scheduled vacation day, the employee shall record that time as hours worked on his or time sheet and be paid his or her normal straight pay. Any hours worked during scheduled vacation time will be credited back to the employee as unused vacation time. Any hours accumulated in this manner may be scheduled as vacation hours at a later date or may be carried over to the next year according to the provisions of this Agreement. In the event that carry-over hours are utilized in the manner described immediately above, the employee will be entitled to an additional ninety (90) days from the date upon which he or she was called in on a scheduled vacation day to utilize such vacation.

(I) **Sickness and Accident Benefit.**

(1) **Regular** full-time employees who have completed their probationary period will be allowed up to six (6) paid shifts for sickness and/or accident per year. Unused sick days (shifts) will accrue from year to year up to a maximum of one hundred twenty (120) days (120 shifts). Upon retirement, the employee will have the option to either be paid for two-thirds (2/3) of all unused sick hours at the rate of pay upon retirement or receive a credit at that rate to be used for future group health insurance premiums post-retirement. If more than two (2) consecutive shifts are utilized as a result of sickness and/or accident, a doctor's excuse may be required to return to work. All sickness/accident days (shifts) accrued by **regular** full-time employees prior to the execution of this Agreement shall carry over and accrue towards the benefit limitations mentioned in this paragraph, (I).

(2) Probationary employees shall be entitled to earn sickness and accident benefits in the following manner: Probationary employees shall earn one (1) sick day (24 hour shift) after working two (2) months for the Village and shall earn an additional sick day (24 hour shift) for each two (2) months of employment with the Village during his/her probationary period. However, in the event that the employee leaves or is terminated prior to the expiration of his/her probationary period, the Village shall not be obligated to compensate for any sick days earned but unused by the probationary employee. All sickness/accident days (shifts) accrued but not used by a probationary employee shall carry over and accrue towards the benefit limitations mentioned in paragraph (I)(1) immediately above, following the successful conclusion of his or her probationary period.

(J) **Compulsory Attendance In Court.** Full-time employees from time to time will be required to appear in municipal, circuit or federal court actions. In those instances where the Village is a party to the litigation or in which it has a special

interest, any employee who is required to appear for any civil or criminal proceeding, including to give deposition testimony, shall be compensated, if on duty, at the regular rate of pay and if not on duty, at one and one-half (1½) times the employee's regular rate of pay. For purposes of this paragraph, the determination of whether the Village "has a special interest" in litigation in which it is not a party shall be made exclusively by Village management and shall include, by way of example but not by limitation, criminal actions in which an alleged wrongdoer is being prosecuted for activities which occurred within the Village or Town of Somers but in which the Village or Town is not technically a party to the action. In the event that an employee is subpoenaed to appear in a civil action in which the Village or Town is not a litigant, the employee shall be paid at his or her regular hourly rate when subpoenaed to appear to give testimony in a circuit or federal court but shall not be compensated for time associated with giving deposition testimony. In any situation where an employee receives his or her regular or overtime rate of pay for appearing to give testimony, the employee must turn over to the Village all subpoena fees or witness fees except mileage expense reimbursements.

- (K) **Village Deferred Compensation Plan.** Full-time employees shall be eligible to participate in the Village's deferred compensation plan. All contributions to such plan are made by individual employees. Participation in the plan is voluntary and the Village is under no obligation to provide any contributions to such plan.

Article 11 – Grievance Procedure.

- (A) **Definition.** A grievance is defined as a difference of opinion between an employee and the management, or between the Union and the management, concerning the meaning and application of the provisions of this Agreement.
- (B) **Grievance Matter.** Only one (1) grievance matter shall be covered in any one (1) grievance initiated. A written grievance shall contain a clear and concise statement of the grievance matter and should indicate the issue involved, the relief sought, the date the incident or alleged violation occurred, and the specific provision or provisions of the Agreement that are involved.
- (C) **Timely Initiation.** All grievances are to be presented promptly and no later than ten (10) calendar days from the date the grievant first became aware of, or should have become aware of, with reasonable diligence, the occurrence causing the grievance.
- (D) **Procedure.** The following procedure shall apply in the processing of grievances:

Step 1. If an employee believes that he/she has cause for a grievance, the employee may discuss the matter with his/her Union representative. If after such discussion, it is believed there is cause for a grievance, the matter

may be presented to the Fire Chief by both the employee and the Union representative. Such presentation will be done orally and an informal discussion will be held by the parties in an effort to resolve the grievance.

Step 2. If the grievance is not satisfactorily resolved within five calendar days from the date of the discussion in Step 1 above, the grievance shall be reduced to writing and presented to the Village Administrator. Within five (5) calendar days of the receipt of the written grievance, the Village Administrator will meet with the aggrieved employee, his/her Union representative, and the Fire Chief in an effort to resolve the grievance. The Village Administrator will issue a written answer to the grievance to the grievant and Union representative within five (5) calendar days from the date of the meeting.

Step 3. If the grievance is still not satisfactorily resolved in Step 2 above, the grievance may be appealed further to arbitration. Such intent by the grievant and Union representative(s) to arbitrate the grievance must be given by written notice to the Village Administrator (or his/her designated representative) within fifteen (15) calendar days from the date of receipt of the written answer in Step 2.

(E) **Arbitration.**

- (1) The party intending to arbitrate the grievance shall submit a Petition to Initiate Grievance Arbitration to the Wisconsin Employment Relations Commission (WERC) requesting assignment of a staff arbitrator.
- (2) The arbitration hearing shall be held at the earliest possible date that is mutually agreeable to the Arbitrator and the parties. The decision of the Arbitrator shall be limited to the grievance and shall be restricted solely to the interpretation of the provision or provisions of the Agreement pertaining to the grievance. In addition, the Arbitrator shall not modify, add to nor delete from the express terms of this Agreement. The decision of the Arbitrator shall be final and binding on the parties.
- (3) The cost of the Arbitrator and necessary arbitration proceeding expenses will be borne equally by the parties. Any other expenses such as attorney's fees, depositions, witness fees or a transcript of the proceedings shall be borne by the party incurring such expenses unless the parties agree to the sharing of specified expenses.

(F) **Time Limits.** The time limits specified in the various steps of this procedure shall not include calendar days off due to an illness or accident, holidays, or an authorized vacation. If an employee or his/her Union representative fails to process a grievance within the time limits specified, the grievance will be

considered to be withdrawn without prejudice. If the Fire Chief or the Village Administrator fails to answer a grievance with the time limits specified, the grievance will be automatically advanced to the next step of the procedure. However, the parties may extend the time limits specified in the procedure by mutual agreement.

- (G) **Work Now - Grieve Later.** In the event of a grievance, the Employee shall perform his/her assigned work task and grieve the dispute later. In the event of a safety situation, the work shall be immediately postponed until a satisfactory solution can be determined.

Article 12 -- Employee Insurance and Pension Benefits.

(A) **Health, Dental and Life Insurance.**

- (1) All full-time employees are eligible to receive individual or family coverage benefits the first month following one (1) month of employment. The current dental insurance benefits shall be continued with the entire premiums therefor paid by the Village for all full-time employees whose probationary period has been successfully completed by December 31, 2016. As to health insurance, all full-time employees who have completed their probationary period as of December 31, 2016, will be covered under the Wisconsin Public Employees Group Health Insurance Plan PO-4 option with the entire premiums therefore paid by the Village. Any full-time employee whose probationary period has been successfully completed on or after January 1, 2017 shall pay twelve (12%) percent of the then monthly premium for group health and dental insurance. The Village will also provide basic term life insurance coverage for each employee (employees only—not family members) in the face amount equal to the employee’s annual wages and shall pay the premiums therefor.

The Union understands the need for the Village to investigate multiple sources as it relates to insurance. The Union supports this as it relates to not changing the members financial responsibility. Any and all financial responsibility for employee or a family member on any insurance policy will fall onto the Village and any payment, or offset, would be paid back to the employee. It is the intention of the parties that the financial responsibility for the employee would remain the same as it is in the 2022 insurance package.

- (B) **Wages.** Wages shall be paid in accordance with the attached Exhibit “A” which is incorporated herein by reference.
- (C) **Pension.** The Village shall enroll in and make pension contributions for all represented employees to the Wisconsin Retirement System (WRS). The Village

shall make contributions for the employer portion of such plan for any full-time employee. Each employee shall contribute the entire employee portion of pension contribution as determined by WRS. Any contributions made by employees shall be by payroll deduction. To the extent a change in state law is affected during the term of this Agreement and such change requires a greater or lesser contribution by either the employer or employees, both parties acknowledge that such change in state law shall supersede this paragraph and such change in the amounts of respective contributions shall be implemented immediately.

- (D) **Limited Retirement Insurance.** Retirees of the Village who were both full-time employees and members of Local 4831 as of January 1, 2011, may be entitled to payments by the Village of a portion of their premiums for continued health insurance under the then-applicable group health insurance program for the Village following their retirement and prior to their eligibility for medicare insurance, based upon the following schedule:

<u>Schedule</u>	
<u>Years of Service</u>	<u>% of GHIP</u>
25	50%
20	40%
15	33%
10	25%
5	10%

The foregoing premium payments are for the retiree only, and do not include family or spousal coverage, the cost of which shall be borne by the retiree.

Retirees shall be defined as full-time employees as of January 1, 2011, who have been eligible for health insurance coverage from the Village for a period of not less than five (5) years and who have retired from such employment. Nothing contained herein shall prohibit retirees from taking employment elsewhere. Any retiree who was not a full-time employee of the Village as of January 1, 2011, shall not be entitled to any benefit.

Article 13 – Discipline.

- (A) **Discipline.** Employees may be disciplined for just cause by the Fire Chief. The Union shall be furnished with a copy of any written notice or reprimand, suspension or discharge. The Village agrees that it will attempt at all times to use the disciplinary process as a means to correct shortcomings on the part of Village

employees in terms of their overall work performance.

- (1) The Village shall not discipline a member of Local 4831 without just cause as outlined below.
- (2) In the event of such discipline, the employee or the Union may grieve the discipline under the grievance procedure set forth above in this Article, unless the employee exercises the rights available to the employee under §62.13, Wis. Stats.

In the event the employee exercises said §62.13 rights, the Chief shall file charges with the Board only if the employee wishes to proceed under §62.13, Wis. Stats.

The employee's sole recourse from the decision of the Board of Fire Commissioners shall be in accordance with the appeal procedures provided in §62.13, Wis. Stats.

- (3) **Determination of Cause.** In any grievance of a disciplinary matter under the terms of this Article, the standard to be applied by management and the appellate bodies shall be whether or not there is cause for the discipline given all of the facts and circumstance constituting the grounds for the imposition of discipline or the determination to file charges. Cause shall be determined by applying the following criteria:
 - (a) Was the employee given advance notice of the possible or probable disciplinary consequences of the employee's conduct or was the conduct for which discipline is proposed to be imposed of such a nature that the employee knew or should have known that it was improper?
 - (b) Was the conduct upon which discipline is to be imposed reasonably related to the effective and efficient operation of the Fire Department or the Village?
 - (c) Prior to determining to impose discipline, did the Chief, or his designee, make an effort to investigate the facts relating to the conduct for which discipline is proposed?
 - (d) Was the Chief's or his designee's investigation conducted fairly and objectively?
 - (e) Did such investigation produce sufficient evidence or proof that the employee was guilty of the conduct for which discipline is proposed?

- (f) Has the Chief or his designee applied a disciplinary penalty without discrimination?
 - (g) Was the degree of discipline administered in the particular case reasonably related to the seriousness of the employee's proven offense and employee's record of service with the Fire Department?
- (4) It is intended by the parties that in the event a grievance is filed pursuant to the grievance procedure of this Agreement, the grievance procedure in the Agreement shall be the sole and exclusive remedy of the Village, the Chief, the Union, and the employee in question, and that no further discipline may be meted out to any employee based upon the subject matter of the grievance in question.

In the event that a disciplinary matter is not grieved under the terms and conditions of the grievance procedure in the Agreement, the Village and the Chief may proceed in the matter of discipline of the employee in question as permitted by law, and the employee in question shall have no recourse to the grievance procedure in the Agreement.

Discipline of an employee shall only be done according to the terms and conditions of this Agreement; however, the Chief shall have the right to suspend any employee with pay pending the outcome of any grievance filed pursuant to this Agreement or under §62.13, Wis. Stats.

- (5) This section on disciplinary proceedings shall comply with federal and state laws.
- (6) Probationary employees are subject to discharge without recourse to the Grievance and Arbitration Procedures of this Agreement.
- (7) When a grievance involves discharge, it shall be reduced to writing and referred directly to Step 2 under Article 11. Step 1 would not apply in this type of case.

Article 14 – Educational Reimbursement Program.

- (A) **Purpose.** The Tuition Aid Program encourages employees to grow professionally by increasing their knowledge and skills which, in turn, benefits the Village and may lead to improved Village services. The purpose of the Tuition Aid Program is to help employees reach their career potential by providing financial assistance on a voluntary basis for those who wish to take job-related educational courses.

While educational assistance is expected to enhance employees' performance and

professional abilities, the Village cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

- (B) **Eligibility.** To be eligible for tuition reimbursement, employees must be actively employed regular, full-time employees who have passed their probationary period as specified in Article 7 of this Agreement. Any employee desiring education assistance should consult with the Fire Chief. It is necessary to obtain advance approval of the Fire Chief before enrolling in a course of study for which an employee intends to seek reimbursement. The employee must also furnish evidence of satisfactory completion of said courses to receive reimbursement.

In order to be eligible under the Tuition Aid Program, the school offering the course(s) must be accredited by at least one of the following agencies:

- (1) North Central Association of College and Secondary Schools
- (2) Distance Education and Training Council
- (3) Wisconsin Technical College System Board

- (C) **Approved Course Work.** Tuition Aid benefits are available for courses meeting at least one of the following criteria:

- (1) Courses which are directly related to the employee's current job and would improve their skills on the job.
- (2) Courses which will prepare an employee for a promotion with the Village.
- (3) Courses taken to complete requirements for either a two-year associate degree program or a four-year bachelor's degree program or a one-year diploma program.

- (D) **Stipulations.**

- (1) All courses must be taken during off-duty hours. Employees using leave benefits expressly outlined in this Agreement are off-duty for purposes of attending courses.
- (2) There should be reasonable assurance that the employee intends to remain an active Village employee for at least three (3) years after completion of course work in order to qualify for tuition assistance at public expense.
- (3) Employees on Worker's Compensation shall remain eligible for the Tuition Aid Program.

- (4) Reimbursement will not be made to an employee who is discharged for cause or who voluntarily terminates employment with the Village before completion of a course.
- (5) Reimbursement will not be made to an employee who withdraws from a course due to personal reasons.
- (6) If an employee is laid off for reasons beyond their control subsequent to the approved enrollment, eligibility for aid will continue through satisfactory completion of the course in which the employee is currently enrolled.
- (7) The Village invests in educational assistance to employees with the expectation that the investment be returned through enhanced job performance and continuous service. If an employee voluntarily separates or is discharged for cause from the Village's employment or is not expected to return from worker's compensation leave within three (3) years of the last date upon which an education assistance payment has been reimbursed by the Village to the employee, the amount of the reimbursement must be repaid by the employee to the Village. Accordingly, each employee will be required to execute a Note requiring that employee to repay up to one hundred (100%) percent of the original educational assistance reimbursement made by the Village to that employee with such Promissory Note to be executed by the recipient at the time of reimbursement. The form and substance of such Note shall be acceptable to the Village Attorney.

(E) **Reimbursement.** Tuition will be reimbursed at the following rate:

- (1) Undergraduate Degree, Associate Degree or Masters Degree Studies = 50%
- (2) Direct job related courses = 100%

Reimbursement is made after successful completion of the approved course (a grade of "C" or above for Undergraduate/Associate Degrees and direct job related courses and, a grade of "B" or above for Masters Degree). The employee must submit the final grade and proof of payment of the tuition, to the Village.

(F) **Expenses Not Covered.** Expenses for books, supplies, lab fees and travel are not reimbursable. If the employee's tuition is covered by any grant or scholarship, the total reimbursement and the grant/scholarship together shall not exceed 100% of the total tuition amount.

(G) **GTC Paramedic Bridge Class.** In addition to the provisions contained in Articles 14(A) through (F), any current Union member who seeks to enroll and

participate in the paramedic bridge class offered by GTC may do so and Somers will be responsible for all costs and fees related directly to the class including supplies/books which are required by GTC. The Chief of the Department shall be required to approve any such enrollment so as to assure that there will be sufficient coverage for duty time within the Department. To the extent that there is a conflict between class time at the GTC paramedic bridge class and regularly scheduled duty time for an employee or employees enrolled in such class, the Fire Chief shall attempt to find coverage first by enlisting paid on call staff, all part-time staff and lastly, overtime for full-time employees. No full-time employee shall be forced to cover a shift which is left open due to another full-time employee being enrolled in the GTC paramedic bridge class. In the event that the Fire Chief is unable to cover a regularly scheduled shift where an employee is scheduled to be at the GTC paramedic bridge class, that employee must remain on shift and will be responsible to attempt to make up class time at GTC. To the extent that multiple employees from the same shift are in the GTC paramedic bridge class at the same time, it is the responsibility for all so enrolled employees to agree among themselves who will remain on shift and who will go to class. Somers will not be responsible for determining which employee must remain on shift and which employee will go to class (in the event that two employees from the same shift are scheduled to be in class at the same time) and it will be up to the employees to equalize on and off duty time where classes conflict with duty schedules. No overtime will be paid to any employee enrolled in the GTC paramedic bridge class for going to class or for clinical time during hours that are off duty.

Article 15 – Seniority.

- (A) **Definition.** The seniority of a regular employee is determined by the length of his/her service, computed in years, months and days from the first day of his/her last continuous employment. In the event of multiple employees being hired on the same date, the last three (3) numbers of the social security number of each employee shall determine seniority, with the lowest number having the most seniority.
- (B) **Recognition of Principle.** The Village recognizes the principle of seniority and the Union recognizes the need for maintaining an efficient work force. In all matters involving increase or decrease of forces, layoffs, or promotions, the length of continuous uninterrupted employment with the Village shall be given primary consideration. Skill, ability and efficiency shall be taken into consideration only where they substantially outweigh considerations of length of service, or where the most senior employee is unable to do the work.
- (C) **Uninterrupted Employment.** Uninterrupted employment shall include:
- (1) Periods of absence with leave under the FMLA provisions of this

Agreement.

- (2) Periods of absence due to illness or injury under the FMLA provisions of this Agreement.
 - (3) Periods of absence due to compensable illness or injury under the worker's compensation provisions of this Agreement.
 - (4) Periods of unpaid leave outside the scope of subsections (1), (2) or (3) immediately above, approved in advance by the Village Board.
 - (5) Periods of lay off due to lack of work per subsection (D) below.
- (D) **Layoffs by Seniority.** Layoffs of regular employees shall be subject to §62.13.Wis. Stats., and regular employee(s) laid off shall receive seven (7) calendar days' advance notice of the layoff. The bargaining committee of the Union shall be notified of all layoffs and all employee(s) being recalled at the time such notice is given. If a more senior employee desires to accept a layoff, he/she may choose to take such layoff. Employees shall be on layoff status for up to twenty-four (24) months and shall be entitled to recall during such period.
- (E) **Loss of Seniority.** An employee's seniority and the employment relationship shall be broken and terminated:
- (1) If he/she resigns.
 - (2) If he/she has been discharged for just cause and such discharge has not been challenged in accordance with the grievance procedure.
 - (3) If he/she fails to report to work within two (2) weeks after being recalled from layoff by the Village.
 - (4) Exhaustion of benefits under the provisions of this Agreement pertaining to FMLA.
 - (5) If the Employee fails to report to work following the expiration of an approved leave of absence.
- (F) **Seniority List.** The employer shall furnish an up-to-date master seniority list by May 1st of each year to the Union.

Article 16 – “For Cause” Drug Testing.

- (A) **Policy for Drug Testing Based Upon Reasonable Cause.** It is the policy of the Village of Somers that employees must be free of the influence of alcohol and

drugs to insure the health and safety of themselves, the public and their co-workers. Therefore, whenever any management employee has reasonable cause to believe that an employee is under the influence of alcohol or drugs, the employee may be required to submit to a drug or alcohol screening test. It is also the Village's policy that absent discipline for the misconduct, the initial response to positive test results will be to offer counseling through the Employee Assistance Program. In addition, employees who have a drug or alcohol problem will be encouraged to voluntarily seek help through the Employee Assistance Program. The Village of Somers is committed to preserving personal dignity and rights and affirms that this drug testing policy is designed to protect the rights of all employees and the public and is part of a system to provide a safe and productive place to work.

(B) **Policy Statement.**

- (1) The Village recognizes drug and alcohol dependency as an illness and a major health problem. The Village also recognizes drug and alcohol abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize an employee's job and it will not be noted in any personnel record.
- (2) Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is the Village's intent and obligation to provide a drug free, helpful, safe and secure work environment.
- (3) The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on Village premises, or while conducting Village business off Village premises, is absolutely prohibited. Violations of this policy will result in disciplinary action up to and including termination and may have legal consequences.

- (C) **Reasonable Cause Testing.** An employee is subject to testing when there is reasonable cause to believe the worker is under the influence of alcohol or a drug or whose performance gives rise to a reasonable suspicion that alcohol or drugs are the cause of the poor performance. The decision to require a drug or alcohol test must be based upon a reasonable and definable belief of probable drug or alcohol use that is supported by evidence of specific contemporaneous physical, behavioral or performance indicators. All supervisory employees will be provided with training in detecting possible symptoms of drug use. Other employees may observe that a co-worker is under the influence of drugs or alcohol. Employees have an obligation to report such observations to their supervisor, especially when the safety of the employee, co-workers or the public is involved. The supervisor

must then establish reasonable cause through observation or conversation with the employee suspected of being under the influence.

On a first offense which does not involve the injury to a third party or to the employee, employees will not be terminated for voluntarily seeking assistance for a substance abuse problem. However, performance, attendance or behavioral problems may result in termination of employment.

If a supervisor has reasonable suspicion to believe that an employee is under the influence of drugs or alcohol or that drug or alcohol use is responsible for performance problems, the supervisor, with the Fire Chief and/or the Village Administrator may order the employee to submit to a drug and/or alcohol screening test.

Upon being informed that a drug or alcohol test is being ordered, the employee may admit to being under the influence, or to having a problem, and seek referral to the Employee Assistance Program. If the employee refuses to accompany the supervisor, or other management person, to the testing site or if the employee refuses to sign the consent form, such refusal will be considered insubordination and will constitute an irrebutable presumption of just cause for termination of employment. A supervisor or management person will transport the employee to the test site, will provide identification of the employee and will wait for the process to be completed. The employee will be allowed to have a Union representative accompany him/her and the supervisor to the test site. After the test is completed, the employee will be provided transportation home and will be relieved of duty with pay, pending the results of the test. If it is suspected that the employee is under the influence of alcohol or drug, the employee will be taken to the appropriate testing site for a Blood Alcohol Content test or drug screening. Blood alcohol content in excess of .00 % shall be a violation of this provision.

An employee, while on duty, involved in any accident or incident that results in personal injury to the employee, a co-worker or a citizen, shall be required by the Chief or his designee, shall submit to a drug screening or Blood Alcohol Content test as soon as possible after the accident or incident. The Village will pay for the cost of the test(s). Refusal to submit to testing under such circumstances shall constitute an irrebutable presumption of just cause for insubordination resulting in termination of employment.

Employees arrested for off-the-job drug involvement may be considered to be in violation of the Village's substance abuse policy and shall constitute reasonable suspicion for testing. Where available evidence warrants, the Village will bring matters of illegal drug or alcohol use to the attention of the appropriate law enforcement authorities.

Employees on physician-prescribed medication must notify their supervisor if

there is a possibility that such medication could affect job performance or safety.

- (D) **Drug Test Procedure.** The collection, transportation and testing of the specimen will be done in compliance with the protocols established by the U.S. Department of Health and Human Services under the “mandatory guidelines for federal workplace drug testing programs”. These guidelines require the use of confirmatory tests, the establishment of strict chains of custody and specimen control, the utilization of testing procedures and testing laboratories that have clear records of reliability and validity, and providing the right to review all aspects of the drug testing procedures. All testing shall be administered by United Occupational Medicine, 9555 76th Street, Pleasant Prairie, WI 53158.

The drug test will include, but may not be limited to the following:

- Amphetamines Screen
- Barbiturates Screen
- Cocaine Metabolite Screen
- Methadone Screen
- Opiates Screen
- Benzodiazepines Screen
- Methaqualone Screen
- Phencyclidine Screen
- Propoxyphene Screen
- THC 100 NG Screen
- Nubain
- Rohypnol

Any detectable amounts below NIDA established threshold amounts would be reported as negative.

If the test result is negative, the employee will be immediately notified and returned to work on the next scheduled shift. Positive test results will be referred to the Medical Review Officer (MRO). The MRO will be a licensed physician with knowledge of substance abuse disorders. The Medical Review Officer will review, interpret and verify confirmed positive tests results obtained as part of this policy. Before making a final decision to verify a positive test, the MRO must give the test employee an opportunity to discuss the test result. The MRO must contact the worker confidentially to determine whether the employee wishes to discuss the test result. A staff person under the MRO’s supervision may make the initial contact, while a medically licensed or certified staff person may gather information from the employee.

When a result is reported as positive, the employee may request a retest of the specimen at his/her expense. The testing laboratory selected by the employee must be federally certified and the specimen will be sent directly from the original

testing lab using appropriate chain of custody protocol. In the event the retest is negative, the Village, at the Village's expense, may seek a second retest from a testing laboratory selected by the Village and which has no association with either the first or second testing laboratory.

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

(E) **Disciplinary Actions Based Upon Reasonable Cause.**

(1) **First Incident.**

- (a) The employee admits to being under the influence of alcohol or drugs but does not seek referral to the Employee Assistance Program.

Action: Employee will be terminated

- (b) The employee admits to being under the influence of or tests positive for alcohol or drugs and seeks referral to the Employee Assistance Program. In the event the employee admits to being under the influence of drugs or alcohol, testing shall be mandatory.

Action: The employee will be suspended for the remainder of the shift without pay and will be referred to the Employee Assistance Program. A written disciplinary notice will be placed in the employee's file but will be removed after one (1) year following the successful completion of the treatment program. The employee will be allowed to use any accumulated sick leave for required inpatient or outpatient treatment that is scheduled during normal work hours. The employee may be issued discipline for other misconduct up to and including termination, particularly if injury to the employee or a third party resulted in connection with the incident. Failure to participate in the Employee Assistance Program shall result in immediate discharge and no recourse to the grievance procedures contained herein.

(2) **Second Incident Within Three Years of the First Incident.**

Action: Discharge.

All information related to the drug testing and results, whether positive or negative, will be kept in a file separate from the employee's personnel file so that

any future personnel actions are not influenced by such information. Written disciplinary actions, however, will be part of the personnel file.

- (F) **Hold Harmless.** This drug testing program is solely initiated at the behest of the Village. The Village shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of the Collective Bargaining Agreement relating to drug testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug testing program provided such Union action is consistent with this Article.

Article 17 – Random Drug Testing Policy and Procedure.

(A) **Employees Subject to Testing.**

- (1) The parties agree to the establishment of a random testing program that shall include all current union and probationary employees covered by this Agreement which shall be administered by United Occupational Medicine, 9555 76th Street, Pleasant Prairie, WI 53158.
- (2) A “pool” group refers to a group of employees subject to a specific set of random selection parameters, such as the rate and periodicity of selections. It is the phrase used to describe the total sample group of employees from which the randomly selected employees will come. The Village will develop its own pool group. Any employee who has not performed bargaining unit work during the program period shall not be included in the pool group. In its discretion, the Village may add additional employees, including from other collective bargaining units, managers and any other non-Union member to its pool group.

(B) **Random Rate.**

- (1) The random “rate” is the number of selections per program period as a percentage of the pool size.
- (2) The program administrator chosen by the Village shall decide on its respective random rate for its company within the designated program period. Because the process is random, it is possible that a significant number of the selections will repeat, meaning that some employees may get picked more than once.
- (3) The random rate may be adjusted at the beginning of any program period at the discretion of the Village’s program administrator.

(C) **Program Period.**

- (1) The “program period” refers to the period of time during which the random rate will be calculated. By the time the period closes, the number of completed tests must be equal the random rate.

(D) **Selection Period.**

- (1) The selection period is an interval within the program period for which a given number of random selections are performed. The frequency of selection shall be once during each calendar month, although the actual specimen collection may occur on any working day within that calendar month.
- (2) The Village shall submit a current employee list for each selection period to a third party administrator that will computer-generate a list of randomly-selected employees.
- (3) To ensure the deterrent effect of random testing, testing shall be spread out through the selection period and include a representative sample of all work days, including weekends and holidays when feasible. In no event shall an employee be required to submit to testing when the employee is not physically present on the job and engaged in bargaining unit work for the Village.

(E) **Testing Procedures.**

- (1) The cost of all tests, specimen collection and random selection shall be borne by the Village. Each randomly-selected employee shall be responsible for getting to and from the collection site in a timely manner. Failure of the employee to get to the testing site in a timely manner shall be deemed a refusal to be tested unless the employee can demonstrate by clear and convincing evidence that the failure to so appear was outside the employee’s control. The Village shall be responsible for transporting any employee who does not have an individual means of transportation.
- (2) Employees are required to cooperate in all specimen collection and/or testing procedures. This shall include providing a sample either on the job or collection location and having in their possession valid picture identification and any testing paperwork given to the employee by the Village.

(F) **Testing.**

- (1) The laboratory performing all tests will be certified for Federal Workplace Drug Testing Programs by the Department of Health Services - Substance Abuse and Mental Health Service Administration (SAMHSA).

- (2) Specimen samples shall be collected at the third party administrator collection location or at the job by a third party administrator who has been properly trained to collect specimen samples to meet guidelines established by the Department of Transportation.
- (3) A split sample shall be secured from each employee tested. When a urine sample is taken, the sample will be collected in a single container and then split into two containers by the collector. When an oral swab is taken, the collector shall swipe into two separate swabs and keep each swab separate.
- (4) All initial tests will be tested by the accepted industry standard screening methodology appropriate for the type of specimen. All initial positive tests shall be confirmed by gas chromatography/mass spectrometry (GC/MS) or the appropriate industry standard confirmatory methodology appropriate for the type of specimen.
- (5) Urine and/or oral fluids may be tested.
- (6) Testing for alcohol shall be at the option of the Village. Testing for alcohol shall follow 49 CFR Part 40 Subparts J and K Procedures for Transportation Workplace Drug and Alcohol Testing Programs for the Department of Transportation, as that provision may from time to time be amended.
- (7) All illegal drugs, controlled substances, look-alike drugs, and designer drugs, may be tested for.
- (8) Use of prescription drugs outside the parameters of the prescription and physician's advice may be tested for.
- (9) The United States Department of Transportation levels for "positive" or "negative" drug test results shall be the standard when applicable. Alcohol test results of .02 and higher shall be treated the same as a positive test result.
- (10) All confirmed positive test results shall be reviewed, verified and reported to the Village by the Medical Review Officer (MRO). The MRO shall not review positive alcohol tests reported from the breathalyzer.

(G) **Test Results.**

- (1) Test results that are verified by the MRO as positive or positive dilute shall be handled in accordance with the Agreement, including termination of employment.

- (2) Test results that are verified by the MRO as adulterated or substituted as determined by the laboratory and verified by the MRO shall be treated as a positive test result.
- (3) Test results that are verified by the MRO as negative dilute shall allow for a new specimen collection and test at the Village's discretion. The second test result shall be considered the test of record and the first result disregarded.
- (4) Test results that indicate misuse of prescription drugs which have not been prescribed to the tested employee shall be treated as a positive test result.
- (5) A refusal to provide a sample shall be treated as a positive test result.
- (6) Specimen samples that cannot be collected, or collected properly due to an uncooperative employee shall be treated as a positive test result and handled in accordance with this Agreement.
- (7) In the case of a specimen sample that cannot be collected because an employee does not provide a sufficient amount of urine for the drug test (i.e. 45 ml of urine), the following procedures shall be followed:
 - (a) The collector must discard the insufficient specimen, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering, in which case the test is treated as a positive or positive dilute test result.
 - (b) The employee shall be given the opportunity to drink fluids but shall not be forced to drink fluids. The employee shall be informed that he or she has up to three (3) hours to produce an adequate urine specimen, and when that three (3) hour period begins and ends.
 - (c) If the employee refuses to attempt to provide a new urine specimen or leaves the collection site before the collection process is complete, it is treated as a refusal to test.
 - (d) If the employee is unable to provide an adequate urine specimen after the conclusion of the three (3) hour period, the collector must immediately inform the employer and follow 49 CFR Part 40.193 Procedures for Transportation Workplace Drug and Alcohol Testing Programs from the Department of Transportation, as that provision may be from time to time amended. The Village, at its option, can require testing by an alternate method, including blood or oral fluids.

- (8) Test results that indicate a fatal flaw, invalid sample, cancelled test, damage in shipment, defect in collection procedures, laboratory errors shall result in a new specimen collection and test at the Village's option.

(H) **Disciplinary Actions Based Upon Random Testing.**

(1) **First Incident.**

- (a) The employee admits to being under the influence of alcohol or drugs but does not seek referral to the Employee Assistance Program.

Action: Employee will be terminated

- (b) The employee admits to being under the influence of or tests positive for alcohol or drugs and seeks referral to the Employee Assistance Program. In the event the employee admits to being under the influence of drugs or alcohol, testing shall be mandatory.

Action: The employee will be suspended for the remainder of the shift without pay and will be referred to the Employee Assistance Program. A written disciplinary notice will be placed in the employee's file but will be removed upon successful completion of the treatment program. The employee will be allowed to use any accumulated sick leave for required inpatient or outpatient treatment that is scheduled during normal work hours. The employee may be issued discipline for other misconduct up to and including termination, particularly if injury to the employee or a third party resulted in connection with the incident.

(2) **Second Incident Within Three Years of the First Incident.**

Action: Discharge.

All information related to the drug testing and results, whether positive or negative, will be kept in a file separate from the employee's personnel file so that any future personnel actions are not influenced by such information. Written disciplinary actions, however, will be part of the personnel file.

(I) **Employee Assistance.**

- (1) Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If, prior to submitting to a random test under this Agreement, an employee voluntarily notifies the Village Administrator or Fire Chief that he or she may have a substance

abuse problem, the Village will assist the employee to enroll in the Employee Assistance Program (EAP) for that treatment, and will also counsel the employee regarding medical benefits available under the Village's health and welfare/insurance program.

- (2) If treatment necessitates time away from work, the Village shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists. In no event shall a current employee be discharged or laid off to create an employment position for an employee returning from the EAP.
 - (3) Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one (1) year. A positive test will then result in disciplinary action as previously outlined in this policy and program.
- (J) **Hold Harmless.** This drug testing program is solely initiated at the behest of the Village. The Village shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of the Collective Bargaining Agreement relating to drug testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug testing program provided such Union action is consistent with this Article.

Article 18 – Consolidating, Merging or Combining Services.

The Village may pursue consolidation, merger or combining of its Fire Department with that of another municipality provided that the new fire protection/E.M.S. provider employs all members represented by Local 4831. The Village shall, in the event of such a consolidation, merger or combining of such services, guarantee the wages in effect at that time for a period of eighteen (18) months, or until the members are covered by a Collective Bargaining Agreement with the new fire protection/E.M.S. provider, whichever occurs first.

Article 19 – Residency.

Employees shall be required to reside in the State of Wisconsin within fifteen (15) linear miles of the corporate limits of the Village or Town of Somers.

Article 20 – Medical Examinations.

The Union agrees that all members shall submit to periodic medical examinations in accordance with this Article.

- (A) The Village shall bear the cost of medical examinations unless the 1st and 2nd

opinion is “unfit for duty”. If the 1st opinion is “unfit for duty” the employee shall bear the entire cost of the 2nd opinion unless the 2nd opinion is “fit for duty”, in which case the cost shall be shared equally by the Village and the employee. All members shall be evaluated medically by the Village’s physician (or in the case of a 2nd or 3rd opinion, by the physician rendering such 2nd or 3rd opinion) as meeting the medical requirements of NFPA 1582, Standard on Medical Requirements for Fire Fighters.

- (B) The Village shall schedule the 1st medical examination while employees are on duty. Off duty employees may agree, but shall not be required, to report to duty for medical examination for the 1st examination.
- (C) All medical examinations hereunder shall occur periodically as scheduled hereafter and shall include the following tests:
 - (1) Pre-employment Examination. This shall include a medical and occupational history including a history of any significant prior exposures. In addition, height, weight, and vital signs including blood pressure will be taken. This would also include a hearing test, pulmonary function test, and vision test. Lab testing will consist of CBC and chemistry panel and PSA screening for all male employees over 40 years of age. Additional tests will be required to work into the periodic examinations depending upon age.
 - (2) Periodic Examinations. This shall occur within thirty (30) days of an employee’s anniversary date and shall be every three (3) years between 30 and 39 years of age, and every two (2) years after 40 years of age. In addition to the components of the pre-employment examination, periodic medical examinations shall include:
 - (a) 30 years of age – medical and occupational history and physical exam, vision test, pulmonary function test, audiogram, CBC, and chemistry panel.
 - (b) 34 years of age – medical and occupational history and physical exam, vision test, and audiogram.
 - (c) 37 years of age – medical and occupational history and physical exam, vision test, and audiogram.
 - (d) 40 years of age – medical and occupational history and physical exam, vision test, pulmonary function test, audiogram, CBC, and chemistry panel.
 - (e) 42 years of age – medical and occupational history and physical

exam, vision test, and audiogram.

- (f) 45 years of age – medical and occupational history and physical exam, vision test, audiogram gram, and treadmill/stress test.
- (g) 48 years of age – medical and occupational history and physical exam, vision test, and audiogram.
- (h) 50 years of age – medical and occupational history and physical exam, vision test, pulmonary function test, audiogram, CBC, chemistry panel, and treadmill/stress test.
- (i) 52 years of age – medical and occupational history and physical exam, vision test, and audiogram.
- (j) 55 years of age – medical and occupational history and physical exam, vision test, audiogram gram, and treadmill/stress test.
- (k) 57 years of age – medical and occupational history and physical exam, vision test, and audiogram.
- (l) 60 years of age – medical and occupational history and physical exam, vision test, pulmonary function test, audiogram, CBC, chemistry panel, and treadmill/stress test.
- (m) The same pattern would be continued until retirement from the department.

These tests may be adjusted as is indicated by prevailing medical standards such as NFPA, OSHA, CDC and the IAFF/IAFC Joint Wellness Fitness Initiative and in consult with the Occupational Medicine Physician and/or other physicians involved in the determination of exam content.

- (D) Management shall be obligated to provide the examining physician with a copy of the employee’s job description for use in determining a member’s fitness for duty. The job description for the employee may be amended from time to time.
- (E) In the event the examining physician determines an employee is not fit for duty, the employee shall be placed on approved sick leave (i.e. sick days) until the employee is rehabilitated and determined to be “fit for duty”. In the event the employee has no available sick days, the employee may substitute other paid leave (i.e. vacation) for which the employee is eligible. Thereafter, the employee shall be placed on FMLA leave until the employee has exhausted the 2nd opinion option provided under this contract, but in any event, for no longer than sixty (60) calendar days.

- (F) In the event an employee disagrees with the opinion of the examining physician, the employee shall be entitled to obtain, at his/her expense, a 2nd opinion from a physician selected by the employee which shall be scheduled during off-duty hours. The Village, upon being notified by the employee of the name and address of the 2nd physician, shall provide the second examining physician with the job description for the employee. The employee shall be obligated to disclose to the 2nd physician the opinion of the 1st. In the event the 2nd opinion determines the employee is fit for duty, the employee shall be immediately returned to duty upon notice for his/her fitness for duty to the fire chief and shall receive any lost sick time, benefits and/or wages unless the Village asks for a 3rd opinion.
- (G) Where the employee is determined to be unfit for duty according to the 1st medical examination but fit for duty according to the 2nd medical examination, the Village may, but need not, require the employee to submit to a 3rd medical examination by a physician selected by the Village.
- (H) If the Village requires a 3rd medical examination under paragraph (G) above, management shall provide the 3rd examining physician with the job description for the employee. The employee shall be obligated to disclose to the 3rd physician the opinion of the 1st and 2nd physician. In the event the 3rd opinion determines the employee is fit for duty, the employee shall be immediately returned to duty upon notice of his/her fitness for duty to the Fire Chief and shall receive any lost sick time, benefits and/or wages. Under these circumstances the cost of the 3rd opinion shall be borne by the Village. In the event the 3rd physician determines the employee is unfit for duty the 3rd physician shall render an opinion as to whether the employee can be rehabilitated and when the employee is expected to be fit for duty. The employee may then utilize any remaining benefits under sick days, vacation days or FMLA for rehabilitation. At the conclusion of such benefit periods if the employee is still not fit for duty, then the employee will be terminated.
- (I) Where the employee is determined to be unfit according to both the 1st and 2nd medical examinations, the employee may then utilize any remaining benefits under sick days, vacation days or FMLA for rehabilitation. At the conclusion of such benefit periods if the employee is still not fit for duty, then the employee will be terminated.
- (J) In the event the 3rd examining physician determines that the employee is unfit for duty, the employee shall continue to utilize any remaining benefits under sick days, vacation days or FMLA for rehabilitation. At the conclusion of such benefit periods if the employee is still not fit for duty, then the employee will be terminated.

Article 21 – Annual Physical Fitness Testing.

The Union agrees that each member assigned to emergency operations shall maintain his/her personal physical fitness at a level sufficient to pass the annual physical performance examination.

(A) **Annual Physical Performance Evaluation.**

- (1) Each member shall be evaluated and certified annually as meeting the department's minimum physical performance requirements.
- (2) The evaluation shall consist of passing the department's entry-level physical ability test, Exhibit "B" attached hereto, and shall be conducted while the member is wearing a weighted vest or SCBA airpack.
- (3) The member being tested shall complete all stations in the time set as the standard.
- (4) The evaluation shall be scheduled and conducted by the Fire Chief or his designee. The test will be scheduled at least four (4) times throughout the year.
- (5) Any member who fails to meet the minimum physical performance requirements in a calendar year for any reason shall be considered unfit for emergency operations.

- (B) **Failure to Meet Requirements.** Members who cannot meet the minimum requirements of the medical or physical evaluations in any calendar year will be allowed to take such paid sick days and/or vacation leave as the member has available and, thereafter, FMLA leave until the member is able to return to duty. If, after the exhaustion of paid sick days/vacation leave and unpaid FMLA, the member is still unable to return to duty, then the member will be terminated.

Article 22 – Miscellaneous.

- (A) **Pay Day.** Employees shall be paid biweekly, every other Friday. When a regular pay date falls on a holiday, employees will receive their pay on the last workday before the regularly scheduled pay day. Employees may choose direct deposit of their paycheck in the banking institution of their choice or to have a paycheck issued to them. Those who choose direct deposit will receive an itemized statement showing the current wage statement and the current year cumulative wage statement. A net deposit will be made into one (1) designated banking institution in its entirety and will not be split in any manner by the Village. Paychecks for those who do not use direct deposit will be made available in the office of the secretary of the Village Administrator by noon on pay day. Direct deposit forms are available from the secretary of the Village Administrator.

- (B) **Address and Personal Status Change.** Each Village employee has a permanent personnel file. Employees shall fill out the personal data forms provided by the Village from time to time and this information will become part of the employee's permanent personnel file. The Employee shall keep the Village Clerk/Treasurer advised of changes in address, telephone number, change of name or marital status. This information is used only to forward necessary information or to contact the employee when it is necessary for the Village to do so. It is the Village's policy to protect the privacy of each employee. Employees may inspect information in his/her own personnel records and files in order to ensure accuracy. Should an employee desire to see his/her file, a request must be made in writing to the Village Clerk/Treasurer. The employee may then review the file in the presence of the Village Clerk/Treasurer.
- (C) **Parking.** Parking is available on the premises of the Village's facilities and is available for each employee. Except in the event of an act of negligence by a Village employee, agent or representative while working for the Village, the Village is not responsible for any damage to an employee's vehicle or its contents. Parking in reserved spaces is prohibited at all times. No unauthorized vehicles shall be parked upon Village property. No "for sale" signs shall be displayed on or adjacent to parked vehicles.
- (D) **Safety and Equipment.** The Village and the Union agree to cooperate in the ongoing objective to take all required measures to eliminate accidents and health hazards. The Village shall continue to make reasonable and necessary provision for the safety and health of employees. Suggestions and recommendations of the employees shall be received and considered by the Village in developing and maintaining such safety program as is deemed appropriate.
- (E) **Applicable Laws.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- (F) **Modification and Execution in Counterparts.** This Agreement may be executed by the signators hereto in one or more originals by the undersigned representatives of the parties hereto. By executing this contract at the space indicated below, each of the signators hereby warrants and represents to the other that such signator has full authority to bind his or her principal to the terms and conditions of this Agreement without requiring the other party to look beyond the terms of this Agreement to determine the authority of such signator to bind its principal. In the case of the Village, the undersigned representatives of the Village hereby warrant and represent that this Agreement was approved by a majority of a quorum at a duly noticed and conducted meeting of the Village Board of the Village; furthermore, no modification of this Agreement may take place unless it is in writing and approved under the same standards as was required for the approval by the principals to this Agreement of the original agreement.

- (G) **Severability.** If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending determination as to its validity, the remainder of this Agreement and the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. If a provision of this Agreement is held to be invalid, and it is lawful to negotiate an alternative provision that would be valid, the parties will enter into negotiations within thirty (30) days for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.
- (H) **No Precedent.** In entering into this settlement, neither the Village nor the Union makes any admission, or waives any argument(s) or defense(s) with respect to any pending dispute over the meaning or application of the predecessor Collective Bargaining Agreement.

Dated at Somers, Wisconsin, this _____ day of _____, 202__.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

Dated at Somers, Wisconsin, this _____ day of _____, 202__.

VILLAGE OF SOMERS, LOCAL 4831

By: _____
_____, Its duly authorized representative

By: _____
_____, bargaining committee member

By: _____
_____, bargaining committee member

By: _____
_____, bargaining committee member

VILLAGE OF SOMERS

LOCAL UNION NAME: _____ No. _____

Employer: _____

Complaint and Grievance No. _____ Date _____

Employee's Supervisor _____ Work Location _____

Employee's Name _____ Hiring Date _____

Employee's Phone _____ Grade Level _____

Date of the alleged infraction _____

Statement of Grievance:

(Circumstances of Facts): (Briefly, what happened) _____

(The contention—what did management do wrong?)(Article or Section of contract which was violated if any) _____

(The Request for Settlement or corrective action desired): _____

(Signed) _____

EXHIBIT "A"

Employees Whose Start Date Was On Or Before 10/31/14

Year	Start	6 Months	24 Months	48 Months	60 Months
2020	n/a	n/a	n/a	n/a	\$25.09 \$27.15
2021	n/a	n/a	n/a	n/a	\$25.84 \$28.23
2022	n/a	n/a	n/a	n/a	\$26.62 \$29.07

Employees Whose Start Date Was On Or After 11/1/14

Year	Start	12 Months	36 Months	48 Months	60 Months	84 Months
2020	\$16.85	\$18.49	\$20.14	\$21.90	\$23.69	\$25.09
2021	\$17.36	\$19.04	\$20.74	\$22.56	\$24.40	\$25.84
2022	\$17.88	\$19.61	\$21.36	\$23.24	\$25.13	\$26.62

Employees Whose Start Date Was On Or After 11/1/14

Year	Start	12 Months	36 Months	48 Months	60 Months	84 Months
2023	\$18.23	\$20.00	\$21.78	\$23.70	\$25.63	\$27.15
2024	\$18.95	\$20.80	\$22.65	\$24.64	\$26.65	\$28.23
2025	\$19.51	\$21.42	\$23.32	\$25.37	\$27.44	\$29.07

EXHIBIT “B”

**Somers Fire Department
Physical Agility Test
Release/Hold Harmless**

_____ / ____ / _____
Candidate Name (please print) Test Date

I, _____, am interested in becoming a member of Somers Fire Department and agree to participate in a physical agility test consisting of pulling, climbing, lifting, and carrying of equipment.

I do realize there is a possibility of being injured while participating in this test and hereby release and hold harmless the Village of Somers, Somers Fire Department, Somers Rescue Squad, Each of Their Officers, Employees, or their representatives from any claim for injury or damages resulting from or connected with my participation in this test.

Physical Agility Test

Candidates/Members taking test will wear gloves, and a 50 lb. weighted vest to simulate the weight of fire-fighting equipment. The candidate/member must pass all stations without exceeding the maximum allowed time of **8 minutes (2 minutes for the warm-up + 6 minutes for the remainder of the course)**. The candidate/member must walk between stations. Once the candidate/member begins this test, he/she must continue until finishing all of the stations or exceeding the maximum time allowed. If the candidate/member is unable to complete any of the stations, he/she may withdraw from the physical agility test at any time. The tester may also stop the test due to unsafe actions.

Aerial Ladder Climb: The candidate will climb the aerial ladder fully extended at a 70 degree. The candidate will wear a truck belt for safety. Candidate must climb to the furthest rung and touch the rung or ring a bell and climb back down. This is not a timed test.

Pass / Fail

Warm-up Station: Candidate/member will walk on a treadmill at a 0% grade at 3.5mph for 2 minutes. *Candidate must not touch the handrails and will receive one warning, after the second touch candidate will be disqualified and the test will be stopped. After the 2 minutes are finished, the candidate will be asked to step off to the sides of the treadmill and wait for the treadmill to stop before proceeding to the next station (station #1).*

Pass / Fail

Station #1 (Hose carry/stair climb): *After completing the warm-up the candidate/member will proceed to the stairs and the time will start when candidate picks up a 2-1/2” hose pack and carry the hose-pack in any manner to the top of the stairs and bring hose-pack back down. The candidate will have 6 minutes for the remainder of the course. The candidate/member will then proceed back up the stairs in the same manner and repeat this process a total of 4 times. After the 4th climb, candidate must place hose-pack back in the starting location. The candidate/member may take multiple steps while proceeding up the stairs, but candidate/member must touch every step while coming down the stairs. At least one hand should be in contact with the hand rail at all times, while proceeding up and down the stairs. Failure to use the handrail while climbing the stairs will be considered an unsafe act and will count as a failure.*

Pass / Fail

Station #2 (Simulated equipment Carry): The candidate/member will pick up two 30 lb. weights, one in each hand, and carry them while walking fifty (50') feet around the cone, then back to the starting point. You are permitted to place the weight(s) on the ground and adjust your grip. Upon completion place the weights on the ground back in their original location.

Pass / Fail

Station #3 (Forcible Entry): Using the 10-lb. sledge hammer provided, the candidate/member must drive the sled; a 75-lb. steel beam a horizontal distance of 4-ft. until the beams strikes the opposite side. **Pushing, raking or hooking the beam is not allowed; only the head of the mallet is allowed to strike the beam. The handle must not come in contact with the beam at any time. Both hands must be above the tape mark on the handle (12-in. from the top, head end) at the point of impact.** The hammer must be placed down in designated area next to sled upon completion.

Pass / Fail

Station #4 (Hose Drag): The candidate/member will advance (3) connected/ uncharged sections of 2-1/2" hose-lines straight a distance of fifty (50') feet, make a right turn passed a barrel and proceed another twenty-five (25') feet to the finish line, drop to one knee and pull the hose until the first coupling crosses the finish line. You are permitted to run during the hose drag.

Pass / Fail

Station #5 (Simulated Ceiling Pull): The candidate/member will pull down weight attached to a rope, weighted with a fifty (50-lb.) pound weight. Candidate/member must pull down **10** times and weight must go above the line on the machine at the test station and must touch lower line on the machine. **Weight must not touch the weight stack between each pull down. Failure to go above the line will not count and tester will tell the candidate/member that it did not count.**

Pass / Fail

Station #6 (Rescue Victim): The candidate/member must grasp a 125-lb. mannequin by the handle(s) on the shoulder(s) of the harness (either one or both handles are permitted), drag it fifty (50') feet , make a 180 degree turn around the beam, and continue an additional fifty (50') feet to the finish line. **You are not permitted to grasp or rest on the cone. You are permitted to drop and release the mannequin and adjust your grip. The entire mannequin must be dragged until it crosses the marked finish line. This concludes the Physical Agility test and your time will stop upon completion.**

Pass / Fail

Candidate signature

_____/_____/_____
Date

Tester/Officer signature

_____/_____/_____
Date

Physical Agility Test Time: _____

Pass / Fail _____
Candidate's Initials

Notes: _____

Revised (3/30/2015)

EXHIBIT "C"

SOMERS FIRE & RESCUE

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



CHIEF
Carson Wilkinson

2017- 2019 Vacation Selection

1. Selection will be by seniority.
2. Each person will pick up to three days on the first round, and up to six on the second round and subsequent. The days carried over from the previous year will also be picked in the first round.
(Carry over days from the previous year must be used by April 1st, unless preapproved by the Fire Chief)
3. Only one person will be allowed off per shift for vacation.
4. At the end of the year you can carry over up to three days into the next year without supervisory approval.
5. Up to two days a year may be broken into partial days of not less than 2 hours off per day.

Exhibit "C"

Exhibit "D"

Lieutenant shall be paid ~~\$1,061.06~~ **\$1,500.00** annually. This will be paid out over each pay period. Each two week pay period will have ~~\$40.81~~ **\$57.70** marked as officer pay.

Captain shall be paid ~~\$1,414.92~~ **\$2,000.00** annually. This will be paid out over each pay period. Each two week pay period will have ~~\$54.26~~ **\$76.92** marked as officer pay.

Training Captain shall be paid ~~\$4,800.00~~ **\$5,300.00** annually. This will be paid out over each pay period. Each two week pay period will have ~~\$184.61~~ **\$203.85** marked as officer pay.

Exhibit “E”

Acting Chief Duties and Responsibilities

Duties

- Responding to Somers calls as a command officer per response SOG
- Responding to mutual aid calls
- Receive phone calls for call offs of shifts
- Fill spots in the schedule caused from sick leave or absences
- Any other scene related tasks normally performed by the Chief like press interviews

Notify the Fire Chief of any of the following events

- Significant injuries or death to a department member
- Damage to equipment greater than \$500.00 in value
- Any other situation they feel exceeds the scope of any Acting Chief
- Any incident that would be classified as a disaster or any need to activate emergency management for the Village

Work rules

- Monday - Friday (non-holidays) Acting Chief is expected to be at one of the Somers Fire Stations during the hours of 0800 - 1630 but allowed to leave for meals or work related events. Hours outside of 0800 - 1630 can be worked from offsite locations within 10 miles of Somers.
- Saturday/Sunday/Holidays – Acting Chief can work from offsite locations within 10 miles of Somers
- Acting Chief must always be available by phone when performing the role of Acting Chief
- Acting Chief must abide by all Somers Fire & Rescue policies, procedures and SOGs even when working from offsite

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

WORK SESSION: December 6, 2022

TO: Village President Stoner and Village Trustees

FROM: Tanya Ealy, Accounting Manager/Deputy Clerk-Treasurer

AGENDA ITEM: #3 Review 2022 3rd Quarter Financials

COMMENTS:

Below is a summary of the spreadsheets that have been provided. Each spread sheet is being provided because we have found it helps when the rating agencies review our processes.

3a Dashboard

a. This summarizes the health of the General fund:

- General fund balance projection is an unaudited projection with a balance of \$3.093 million. Our fund balance policy at 17% minimum requirement level requires to have \$908,000, 30% targeted amount of \$1.6 million and at 32% with reserves of \$1.7 million. This left us with the unaudited \$763K in excess reserves with 32% reserves by year end.
- Debt Statutory Limit is 5% of the Equalized value TID IN. Village of Somers debt limit policy is 65% of the statutory limit. In 2022 based on our balance, we have \$8.4 million in GO debt capacity.
- Lifequest Fire and Ambulance receivable unaudited balance at the end of third quarter is \$834K. Our current allowance for receivable of \$646K should be adequate to cover further losses. This will be adjusted annually at the end of the year.
- Town and Village received first half of ARPA funding in June 2021 and is in a Governmental special revenue fund called GRANT FUND. We received the second half of the payment in June 2022. Wisconsin municipalities have until December 31, 2024, to obligate these funds, and December 31, 2026, to complete projects. Municipalities may use funds to cover eligible costs incurred during the period which started on March 3, 2021 and ends on December 31, 2024; as long as the award funds for the obligations incurred by December 31, 2024, are expended by December 31, 2026.

3b 2022 General fund balance projection spread sheet:

- b. This shows the audited balance of \$3.093 million. Village is projected to have an increase of \$1.05 Million.

The top projected variances are:

- Non-budgeted special assessment revenue totals \$410K due to voluntary donations from Becknell \$390,798.80; Chipotle \$14,863.15; Zondag \$4,590. I will be doing a journal entry to move two missed placed voluntary donations from Flint 94 of \$375,593.93 Warehouse #1 and \$260,219.38 Warehouse #2. The entry will bring the total up for the 4th quarter.
- Increase in Intergovernmental revenue due to increase in Payment for Municipal services of \$178K out of which 90% is paid back to City of Kenosha and charged to the expense account.
- Licenses & Permits revenue, mainly due to Building permits, is projected to be \$713K more than budgeted amount. Becknell (11705 18th st) building permit \$241,468.50 and Riley Construction (8630 31st ST) building permit \$134,504.50.
- Public charge for services- Fire and inspection fee is up 34%
- Fire Department is projected to be over 17,824. This is due to overtime, paid on call, fuel, telephone, and equipment capital outlay being over budget.
- Projecting an increase in Other General Government expenses by \$35K mainly due to increase in Liability Insurance projection, cost to acquire the accounting manager and Engineering and legal fees.
- Public Works Department budget is 57% completed. Road maintenance 19% used, Seasonal, & Snow removal have not started.

3c 2022 Unaudited General fund balance variance by appropriation:

- c. This shows the projected 2022 unaudited General fund balance variance by appropriation with the overall projected variance of \$2.4 million as of September.

3d General fund with notes:

- d. General fund revenue and expenditure with notes spread sheet by department totals (unaudited) shows budgets to actuals as of September 2022 with notes highlighting some of the major reasons for the variances.

3e Investment by Bank:

- e. This shows the bank balance as of 9/30/2022 with the balance of \$4.062 million in LGIP Village account and \$15.049 million in Tricity checking account.

3f TID executive summary:

- f. This shows the current year revenue and expenses as of September 2022 as well as from date of creation to September 2022 (includes Tawani LOC reallocation amount) with an outstanding debt balance from the borrowings from respective TIDs. Please note that the outstanding debt balance does not include any future borrowings.

3g Enterprise funds report:

- g. This shows the total revenue and expenditure as of September 2022 for Water fund, KR fund, UD#1 fund and Stormwater fund.

3h All funds report:

- h. This shows the total revenue and expenditure for each fund as of September 2022.

ATTACHMENTS:

- 3a Dashboard – 2022 third quarter
- 3b General fund balance projection – 2022 third quarter
- 3c 2022 General fund balance budgeted variance by appropriation unaudited
- 3d General fund with notes – 2022 third quarter
- 3e Investment by bank – 2022 third quarter
- 3f TID Executive Summary – 2022 third quarter
- 3g Enterprise funds report – 2022 third quarter
- 3h All funds report – 2022 third quarter

Please note detailed revenue and expenditure reports for all funds are available at requests.

DASH BOARD

2022 FUND BALANCE (UNAUDITED)

	<u>Required amount at different levels</u>	<u>2022 fund balance projection (unaudited)</u>	<u>Excess reserves (unaudited)</u>
17% minimum fund balance requirement	907,220	3,093,221	2,186,001
30% targeted amount of fund balance	1,600,976	3,093,221	1,492,245
32% targeted amount with 2% reserve fund balance	1,707,708	3,093,221	1,385,513

DEBT LIMIT

<u>Year</u>	<u>Equalized value TID IN</u>	<u>5% statutory limit</u>	<u>Village of Somers Debt</u>		
			<u>policy - 65% of the statutory limit</u>	<u>Existing Principal outstanding</u>	<u>Excess Debt capacity</u>
2018	834,543,000	41,727,150	27,122,648	23,614,445	3,508,203
2019	896,046,600	44,802,330	29,121,515	21,372,392	7,749,123
2020	940,358,100	47,017,905	30,561,638	23,077,680	7,483,958

LIFEQUEST - FIRE AND EMS BILLING

	<u>Phase 1</u>	<u>Phase 2</u>	<u>Phase 3</u>	<u>Total</u>
Receivable balance as of September 30, 2022	153,594.69	20,080.27	661,314.20	834,989.16
Allowance for receivable balance as of September 30, 2022 - This will be adjusted end of the year.				(646,315.45)
Total billed as of September 30, 2022				433,466.37
Total collected as of September 30, 2022 from 2022 billed and previous years billings				(358,464.58)
As of September 30, 2022 Refunds by Lifequest				6,667.39
As of September 30, 2022 Write offs by Lifequest				(119,987.71)

ARPA funding:

	<u>First Half of the payment – Received on 6/25/2021</u>	<u>Second Half of the payment – Received June 2022</u>	<u>Total</u>	<u>Activity</u>	<u>Remaining</u>
Town's portion of ARPA funding	\$59,504.07	\$59,504.07	\$119,008.15	\$0.00	\$119,008.15
Village's portion of ARPA funding	\$438,090.24	\$438,090.24	\$876,180.47	374,689.23	\$501,491.24
Total Town & Village ARPA funding	\$497,594.31	\$497,594.31	\$995,188.62	\$374,689.23	\$620,499.39
Booked amount 2022 & 2023					\$547,957.01

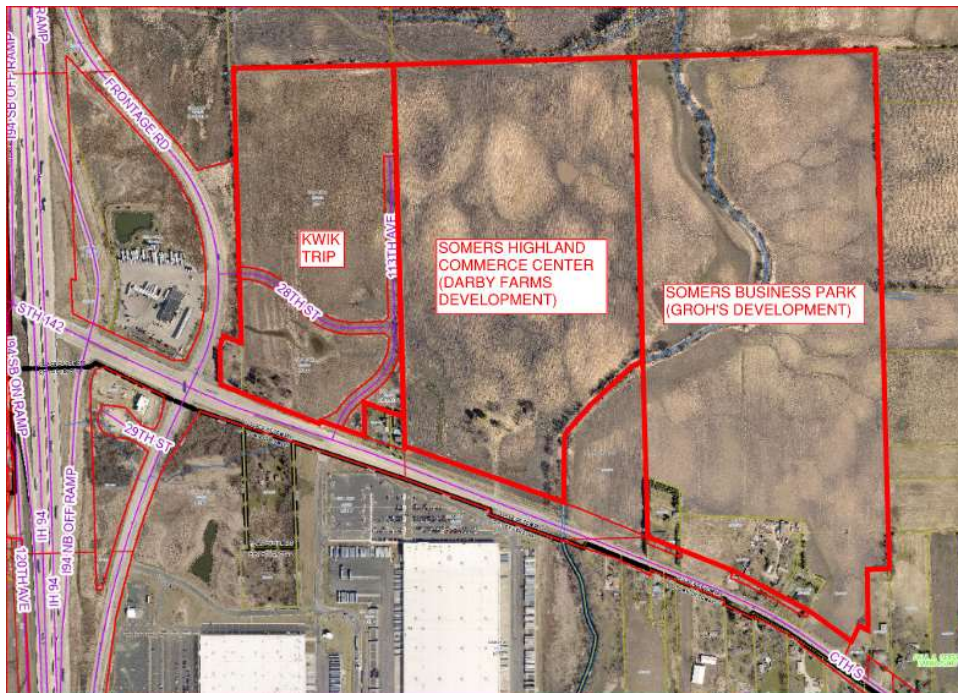
VILLAGE OF SOMERS
Engineer's Report
December 1, 2022

Water and Sewer Improvements Under Tawani Letter of Credit

- Water main and sanitary sewer: Project Number 190375
 - PTS is the Contractor
 - A final payment application and final change order will be available for the December 13th agenda packet. The final cost for the water main was \$3,617,661.25; the final cost of the sanitary sewer is \$5,450,680.35.
- Sewage Lift Station and Water Transfer Station: Project No's 201226 and 201227
 - Both stations are operating. Substantial Completion will be the 14 days after the generator start-up provided the Village has the necessary warranties. We are expecting the final paperwork from the Contractor in the next month.
 - The current contract value is \$2,987,716.62.
- Project Budget Comparison: The Village has a letter of credit from Tawani for \$14.5M; the estimated total project cost at completion is \$14.4M.

Kwik Trip at I-94/Darby Farms/Grohs Developments - All Fronting on CTH S

- See the snip below. These three projects impact each other because the water and sanitary extend from the I-94 East Frontage area. Kwik Trip is near acceptance; Darby Farms is near final plan approval; and Groh is only in the concept approval phase. Darby Farms will need access, water, and sanitary service from the Kwik Trip; Groh's will need water and sanitary service from Darby Farms. Darby Farms cannot be approved until Kwik Trip is accepted; Groh's cannot be approved until Darby Farms is accepted. A more detailed description of each development follows.



VILLAGE OF SOMERS
Engineer's Report
December 1, 2022

Kwik Trip at I-94 – Project No. 190376

- This development has constructed public roadways, water main, and sanitary sewer.
- 113th Avenue (a public roadway) runs, generally north to south, along the eastern property line from CTH S to the northerly limits of the current development.
- 28th Street (a public roadway) runs, generally west to east following the southern boundary of the Kwik Trip store portion of the development, from the Easterly Frontage Road of I-94 to 113th Avenue.
- See the attached listing of items needed for the Engineer's approval recommendation.

Somers Highland Commerce Center (Darby Farms Development) – Project No. 212046

- This project is an industrial building on the property directly east of the Kwik Trip development. The developer is HSA Acquisitions. Developer's design and construction engineer is Pinnacle Engineering.
- Utilities will be extended from public mains constructed on the Kwik Trip site.
- All roadways within this development are proposed to be privately-owned and open to the public. There are roadway connections at CTH S and two at 113th Avenue (Kwik Trip development). Access point to CTH S is near the east property line. Access points to 113th Avenue align with the most northerly Kwik Trip driveway and 28th Street.
- Private roadways extend north from CTH S connection in two branches along the east and west sides of the development. The 113th connection points are off the westerly branch of the private roadways.
- The developer is being allowed to install the foundations for the original permitted building during the time they are obtaining approval for the floodplain modification. This project does not currently have our recommendation for approval.

Somers Business Park (Groh's Development) – Project No. 220818

- This is the property east of the Darby Farms (HSA) development; the Developer is Stream Industrial Development Services. The developer's engineer is Pinnacle Engineering.
- Utilities for this site need to extend through the Darby Farms development. A public roadway is proposed to extend along the east edge of the development from CTH S to northerly development limits.
- The final design is only begun; we are currently working with the developer's engineer to remove a proposed retaining wall from the planned public right-of-way. They are proposing that the Village accept this wall to save the developer money by not needing to bring fill into the site. This wall was not on the site plan approved by planning commission but was vaguely identified in the grading plans supporting the site plan. The developer is currently trying to obtain grading easements from the neighbors to the east to eliminate the need for the wall without the cost of the extra fill.

VILLAGE OF SOMERS
Engineer's Report
December 1, 2022

Golden Oil Sanitary Sewer Connection - Project No. 212153

- The developer is Golden Oil; the developer's design engineer is Excel Engineering.
- This connection will be a requirement following the Village acceptance of the Kwik Trip public improvements.
- We may ask that the Village consider holding approval of this sewer extension until Golden Oil agrees to connect to the water system at the same time. They are currently paying to haul their sewage to a municipal wastewater treatment facility and want this sewer extension to save operating cost. Making a municipal water connection will allow for accurate reporting of diversion water to the WNR, prevent the need to install a Village meter on their private well, and allow more water usage on a underused west side municipal water system.

Savanah at Pike Creek- Project No. 201664

- This project is an approximately 65-acre townhouse development at the northwest corner of the intersection of CTH L (18th Street) and STH 31 (Green Bay Road). It also includes two outlots for future commercial development. The development will consist of both public and private infrastructure. The developer is the Stoneleigh Company. Developer's design and construction engineer is Kimley-Horn. The 24-inch water main is installed but not planned to be operational until tested following rough grading in the Spring of 2023.

Storm Water Utility Improvements: 56th Avenue and 12th Avenue - Project No. 220816

- Globe Contractors, Inc. is the Contractor.
- This project includes the repair of the existing storm sewer adjacent to 56th Avenue and the storm improvements near 12th Avenue.
- Punchlist items and close-out documents remain; we expect final payment in January.

Becknell Development - Project No. 211386

- This project is an industrial spec building on a planned unit development with access to the East Frontage Road. The developer's design and construction engineer is Pinnacle Engineering.
- AW Oakes has installed the watermain and sanitary sewer. The water main connection from 100th Avenue to the East Frontage Road is complete and operational.

Becknell Offsite and First Park 94 Phase 2 Water Main - Project No's. 212121/ 212502

- The Contractor is Willkomm Excavating, Inc.
- Change Order #2 quantifying the completed work and zeroing out the contract will be submitted for approval in December with Pay Application #4.
- Punchlist items and close-out documents remain; we expect final payment in January.

VILLAGE OF SOMERS
Engineer's Report
December 1, 2022

Stormwater Pond Inventory and Sediment Collection – Project No. 210862

- This project is necessary to satisfy the requirements of the Village MS4 Permit. The Village needs to inventory the regulated stormwater ponds, collect, and test sediment samples, and plan for future sediment removal from the ponds.
- We provided survey datum, a draft pond inventory report, and direction to staff on data collection.
- Staff is currently considering alternate methods of determining sediment depth, including renting an unmanned boat to map the bottom of each pond and allowing the engineer to develop a bathymetric map.

Flint 94 Development— Project No. 211728

- This is the planned 3-building development west of I-94 and south of 12th St; The Developer is Flint 94 Commerce Center, LLC; their engineer is Pinnacle Engineering.
- Globe has completed the open cut portion of the sanitary sewer and will begin the jack and bore portion the week of December 5, 2022. The substantial completion date is January 31, 2023.
- Brinkmann is the general contractor on the Flint 94 site; Townsend is the underground utility subcontractor. They are waiting with the public improvements until Globe has the casing pipe under I-94.

45th Avenue and 63rd Avenue Sewage Pumping Station Replacements—Project No. 201061

- The project includes the replacement of the suction lift sewage pumping equipment with submersible design like the 7th Street LS on Sheridan Road.
- Design is progressing.
- Construction will occur in the summer of 2023.

Mission94 Firearms Education Center – Project No. 222238

- Zimmerman is the Architect; Harwood is the Engineer.
- Preliminary plans have been received.
- Review comments were sent to the design team on November 30, 2022.

Bobcat at I-94 – Project No. 222334

- Rocco Castellano is the Architect; Pinnacle is the Engineer; Bukacek is the General Contractor.
- Conceptual plans have been received. We are waiting for engineering plans and calculations to review contingent on what improvements are allowed to be placed over the existing gas mains.

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Items Needed for Engineer's Approval Recommendation

Kwik Trip Development at I-94 – Public Improvements

Village of Somers, WI

11-24-2022

Below is a list of requirements for acceptance of the public improvements:

1. Replace the damaged sections of curb and gutter and straighten the leaning light poles in the right-of-way.



2. Provide the roadway signs with the street names.
3. Provide the necessary no parking signs.
4. Sweep the streets and remove the filters from the storm inlets.
5. We can't locate an easement for the Golden Oil sanitary sewer connection. Provide a legal description and sketch for a separate easement; this was not on the recorded CSM (Document 1907536); the easement area should be at least as large as the vision triangle on the recorded CSM. The Village attorney will return an easement document for signature.
6. Cut the weeds on the vacant parcels and in the public right-of-way.
7. Assist HSA in relocating the WE Energies light poles that are near the access points to the HSA property; relocate any poles that are in danger of a truck collision. We expect there is one pole to be relocated at each entrance to HSA. This item can be removed from this list if a letter is provided by HSA that they will accept responsibility for it as part of their plan review.
8. Provide lien waivers from any contractor involved with the construction of the public improvements and a lien waiver from Kwik Trip.
9. Provide a breakdown of cost for the public-owned water system components itemized by pipe size, valve size, hydrants, and water service size.
10. Provide a breakdown of cost for the public-owned sanitary sewer components itemized by pipe size and manhole size.

Let us know if you need a meeting.

A handwritten signature in black ink, appearing to read "Douglas R. Snyder".

Douglas R. Snyder P.E.

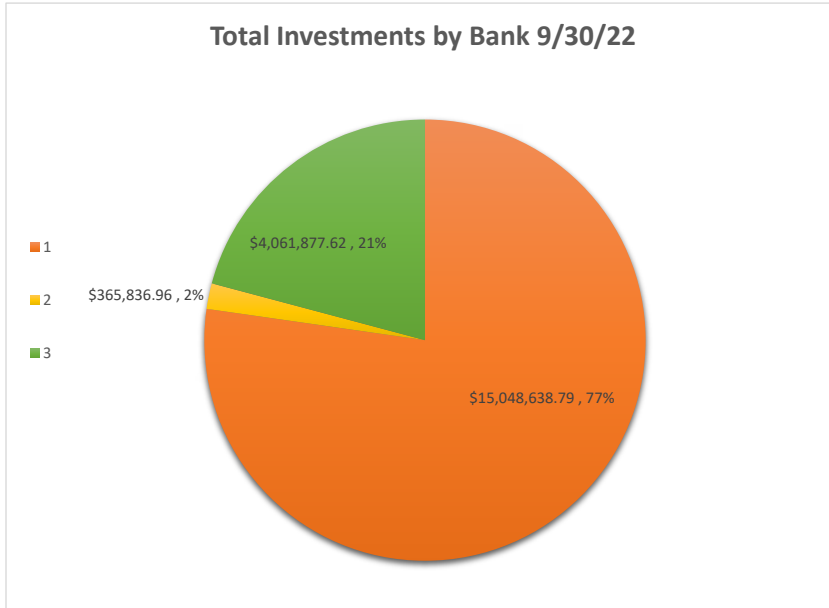
Village/Town of Somers			
General fund balance analysis for 2022 Financial year - third quarter			
(Unaudited)			
	ACCOUNT NUMBER		MOST LIKELY AMOUNT
2022 unaudited General fund unassigned balance			3,093,221
<u>Items causing increase to the General Fund - unaudited</u>			
SPECIAL ASSESSMENTS - VOLUNTARY DONATION	101-42000-		969,065
Licenses & Permits - Revenue	101-44000-		715,027
Fines and Forfeitures	101-45000-		8,808
Public charge for services	101-46000-		24,552
Miscellaneous revenue	101-48000-		41,000
			1,758,452
Taxes	101-41000-		(32271)
Intergovernmental revenue	101-43000-		(345021)
Other General Government	101-51910-		(148818)
Payment for Municipal services	101-51913-		(52838)
Fire Department	101-52210-		(17824)
Public works	101-53100-		(106240)
			(703,013)
		Expenditures - projected and unaudited	1,055,440
		2022 Projected General fund unassigned fund balance (unaudited)	4,148,661
		2022 General fund balance percentage - Projected and Unaudited	80%

GL NUMBER	YTD BALANCE		2022 AMENDED BUDGET	AVAILABLE BALANCE		% BDGT USED	Notes
	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)		NORMAL (ABNORMAL)	NORMAL (ABNORMAL)		
Fund 101 - GENERAL FUND							
Revenues							
41000 - TAXES	3,469,192.61	3,604,968.55	3,637,240.00	32,271.45	99.11		Property taxes are recorded at the beginning of the year, although collection of taxes is not completed until end of August.
42000 - SPECIAL ASSESSMENTS	99,836.70	410,251.95	77,000.00	(333,251.95)	532.79		Voluntary donation received from: Becknell \$390,798.80; Chipolte \$14,863.15; Zondag \$4,590. I will be doing a journal entry to move two missed placed voluntary donations from Flint 94 of \$375,593.93 Warehouse #1 and \$260,219.38 Warehouse #2
43000 - INTERGOVERNMENTAL	553,326.68	351,046.73	678,501.00	327,454.27	51.74		Payment for municipal services \$178,708.87 2/1/2022; Transportation aid \$32,415.58-Village 4/4/2022 & upcoming payment of \$36,513.66 (\$4,098.08-Town, \$32,415.58-Village) in October, are not counted. JE to follow.
44000 - LICENSES & PERMITS	192,785.69	643,806.04	312,445.00	(331,361.04)	206.05		Becknell (11705 18th st) building permit \$241,468.50 and Riley Construction (8630 31st ST) building permit \$134,504.50
45000 - FINES AND FORFEITURES	91,710.50	85,955.05	105,100.00	19,144.95	81.78		
46000 - PUBLIC CHARGES FOR SERVICES	351,986.48	454,276.83	451,300.00	(2,976.83)	100.66		
47000 - INTERGOVERNMENTAL CHARGES FOR SERVICES	0.00	0.00	0.00	0.00	0.00		
48000 - MISCELLANEOUS REVENUES	65,295.61	143,337.72	75,000.00	(68,337.72)	191.12		Interest from bank accounts was budgeted at 10,000 but now has a balance of \$82,330.82
49000 - FINANCING SOURCES	0.00	0.00	0.00	0.00	0.00		
TOTAL REVENUES	4,824,134.27	5,693,642.87	5,336,586.00	(357,056.87)	106.69		
Expenditures							
51110 - VILLAGE BOARD	38,999.09	38,663.42	55,072.00	16,408.58	70.21		
51120 - TOWN BOARD	19,254.77	18,381.76	25,836.00	7,454.24	71.15		
51130 - CIVIC COMMITTEE	8,850.00	5,930.00	0.00	(5,930.00)	100.00		4th of July Parade
51210 - MUNICIPAL COURT	82,265.11	62,163.54	99,551.00	37,387.46	62.44		
51410 - VILLAGE/TOWN OFFICE	220,591.16	185,870.35	286,474.00	100,603.65	64.88		
51420 - CLERK/TREASURER	96,524.10	61,939.14	91,282.00	29,342.86	67.85		
51421 - LICENSE PUBLICATION FEES	957.56	877.88	1,500.00	622.12	58.53		
51430 - ELECTIONS	10,256.11	19,923.84	30,801.00	10,877.16	64.69		
51510 - ASSESSOR	24,630.02	24,683.02	33,800.00	9,116.98	73.03		
51520 - BOARD OF REVIEW	45.00	45.00	1,156.00	1,111.00	3.89		No salaries
51610 - VILLAGE/TOWN HALL	34,354.58	42,344.12	63,448.00	21,103.88	66.74		
51910 - OTHER GENERAL GOVERNMENT	214,200.73	428,994.91	325,080.00	(103,914.91)	131.97		The deficit is due to Engineering -\$128,818.09 and Legal -\$14,145.21 being over budget.
51911 - UNION	585.00	2,285.00	2,500.00	215.00	91.40		
51912 - INTERGOVERNMENTAL AGREEMENTS	0.00	0.00	500.00	500.00	0.00		
51913 - PAYMENTS FOR MUNICIPAL SERVICES	174,988.94	160,837.98	108,000.00	(52,837.98)	148.92		2021 MSP program pyt for CY2020 services was more than anticipated. \$178,708.87 in which 90% went to the city of Kenosha
51999 - CONTINGENCY	0.00	0.00	0.00	0.00	0.00		
52100 - LAW ENFORCEMENT	347,944.00	487,225.98	654,390.00	167,164.02	74.45		
52210 - FIRE DEPARTMENT	1,324,674.72	1,337,131.10	1,887,558.00	550,426.90	70.84		
52220 - FIRE COMMISSION	0.00	0.00	1,067.00	1,067.00	0.00		
52230 - PUBLIC FIRE PROTECTION	123,128.25	136,354.75	195,700.00	59,345.25	69.68		
52300 - AMBULANCE	0.00	0.00	0.00	0.00	0.00		
52400 - BUILDING INSPECTIONS	99,641.93	100,731.07	143,722.00	42,990.93	70.09		Road maintenance 19% used, Seasonal, & Snow removal have not started
53100 - PUBLIC WORKS	384,433.24	273,883.18	483,629.00	209,745.82	56.63		
53620 - SOLID WASTE	510,640.16	554,093.38	749,569.00	195,475.62	73.92		
54100 - ANIMAL CONTROL	10,360.31	8,997.73	15,000.00	6,002.27	59.98		
55200 - PARKS	1,805.95	1,944.50	3,538.00	1,593.50	54.96		
55300 - RECREATION	5,480.21	8,683.90	21,450.00	12,766.10	40.48		
56910 - PLAN COMMISSION	31,824.56	41,019.21	55,425.00	14,405.79	74.01		
56920 - BOARD OF APPEALS	387.54	344.48	538.00	193.52	64.03		
59100 - TRANSFER OUT	0.00	0.00	0.00	0.00	0.00		
TOTAL EXPENDITURES	3,766,823.04	4,003,349.24	5,336,586.00	1,333,236.76	75.02		
Fund 101 - GENERAL FUND:							
TOTAL REVENUES	4,824,134.27	5,693,642.87	5,336,586.00	(357,056.87)	106.69		
TOTAL EXPENDITURES	3,766,823.04	4,003,349.24	5,336,586.00	1,333,236.76	75.02		
NET OF REVENUES & EXPENDITURES	1,057,311.23	1,690,293.63	0.00	(1,690,293.63)	100.00		

VILLAGE OF SOMERS
CASH AND INVESTMENT REPORT 9/30/2022

<u>Account Type</u>	<u>Balance as of 9/30/2022</u>	<u>Interest rate</u> September	
Tricity checking account*	\$ 15,048,638.79	3.125%	*Note* Moved 5 million from LGIP to Tricity for a better return. July's total include \$543,045.23 from the Safe and Clean Water Disbursement.
LGIP - TOWN	\$ 365,836.96	2.42%	
LGIP - VILLAGE	\$ 4,061,877.62	2.42%	
	<u>\$ 19,476,353.37</u>		

*Average interest rate for the month

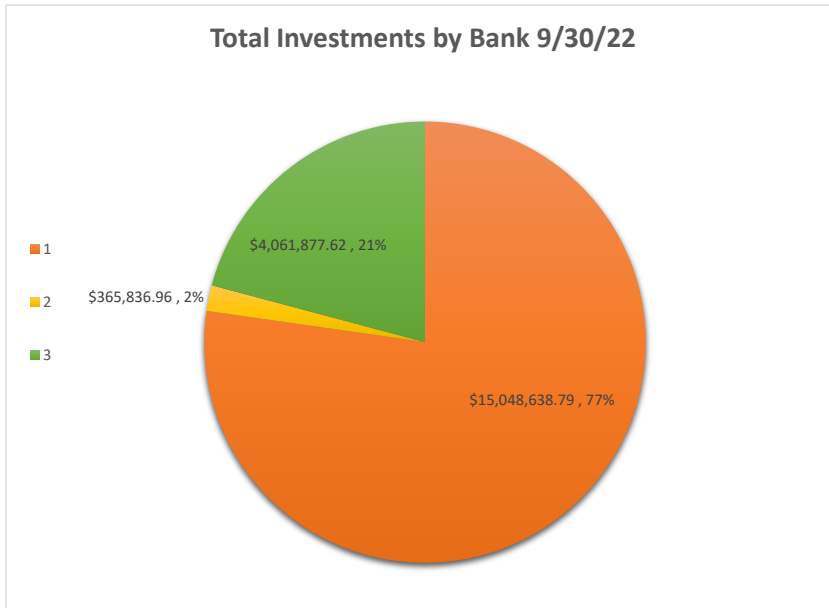


VILLAGE OF SOMERS
CASH AND INVESTMENT REPORT 9/30/2022

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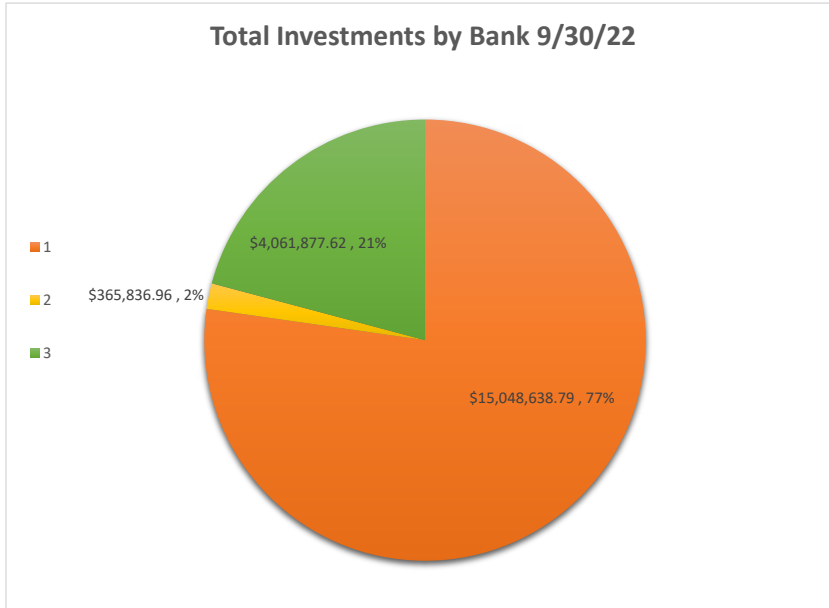


VILLAGE OF SOMERS
CASH AND INVESTMENT REPORT 9/30/2022

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Note Moved 5 million from LGIP to Tricity for a better return. July's total include \$543,045.23 from the Safe and Clean Water Disbursement.

*Average interest rate for the month



VILLAGE OF SOMERS
TAX INCREMENT DISTRICT REPORTS

District No.	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Type	Industrial	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use
Creation Date	7/27/2015	9/30/2015	7/24/2018	7/24/2018	7/24/2018	7/24/2018
Dissolution Date	7/27/2035	9/30/2035	7/24/2038	7/24/2038	7/24/2038	7/24/2038
2021 Revenues and Expenses						
Revenues	\$ 4,578,805	\$ 981,256	\$ 3,322,295	\$ 103,557	\$ 41,240	\$ 5,244,540
Expenses	<u>2,933,199</u>	<u>605,161</u>	<u>3,669,337</u>	<u>86,971</u>	<u>83,185</u>	<u>6,158,768</u>
Excess or Deficiency	<u>\$ 1,645,605</u>	<u>\$ 376,095</u>	<u>\$ (347,042)</u>	<u>\$ 16,586</u>	<u>\$ (41,945)</u>	<u>\$ (914,228)</u>
Totals from Date of Creation to 12/31/21						
Revenues	\$ 18,479,703	\$ 16,555,878	\$ 558,200	\$ 265,713	\$ 69,251	\$ 11,766,260
Expenses	<u>14,961,863</u>	<u>15,095,140</u>	<u>1,074,099</u>	<u>353,238</u>	<u>126,500</u>	<u>12,824,166</u>
Excess or Deficiency	<u>\$ 3,517,840</u>	<u>\$ 1,460,738</u>	<u>\$ (515,899)</u>	<u>\$ (87,525)</u>	<u>\$ (57,249)</u>	<u>\$ (1,057,906)</u>
Outstanding Debt	\$ 8,130,000	\$ 6,965,000	\$ 405,491	\$ -	\$ -	\$ 10,940,521
Less Fund Balances						
TID Capital Projects Fund	1,002,026	(837)	(515,899)	(186,127)	(60,259)	(1,061,958)
TID Debt Service Fund	<u>2,515,814</u>	<u>1,461,575</u>	<u>-</u>	<u>98,602</u>	<u>3,010</u>	<u>4,052</u>
Net Cost to be Recovered as of 12/31/21	<u>\$ 4,612,160</u>	<u>\$ 5,504,262</u>	<u>\$ 921,390</u>	<u>\$ 87,525</u>	<u>\$ 57,249</u>	<u>\$ 11,998,427</u>
Total Cost Estimates per Project Plan	<u>\$ 12,597,000</u>	<u>\$ 9,500,000</u>	<u>\$ 26,116,510</u>	<u>\$ 8,181,092</u>	<u>\$ 14,507,087</u>	<u>\$ 16,143,080</u>
Increment Information						
2019 Revenue	\$ 1,078,611	\$ 956,504	\$ -	\$ -	\$ -	\$ -
2020 Revenue	1,077,133	989,149	-	1,409	3,010	3,313
2021 Revenue	1,011,945	942,859	-	2,301	-	735
2022 Revenue	945,869	1,547,204	23,422	688,596	447	14,404
Expected Total Value to be Added	183,858,000	57,000,000	129,100,000	61,100,000	85,900,000	64,100,000

VILLAGE OF SOMERS
TAX INCREMENT DISTRICT REPORTS

District No.	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
Type	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use
Creation Date	7/24/2018	7/24/2018	7/24/2018	7/24/2018	7/24/2018
Dissolution Date	7/24/2038	7/24/2038	7/24/2038	7/24/2038	7/24/2038
2021 Revenues and Expenses					
Revenues	\$ 18,136	\$ 1,849,432	\$ 2,317	\$ 3,034	\$ 73
Expenses	<u>722</u>	<u>2,026,402</u>	<u>722</u>	<u>1,021</u>	<u>722</u>
Excess or Deficiency	<u>\$ 17,414</u>	<u>\$ (176,970)</u>	<u>\$ 1,595</u>	<u>\$ 2,013</u>	<u>\$ (649)</u>
Totals from Date of Creation to 12/31/21					
Revenues	\$ 32,944	\$ 236,134	\$ 4,987	\$ 27,014	\$ 328
Expenses	<u>18,397</u>	<u>467,441</u>	<u>18,356</u>	<u>27,283</u>	<u>18,348</u>
Excess or Deficiency	<u>\$ 14,547</u>	<u>\$ (231,307)</u>	<u>\$ (13,369)</u>	<u>\$ (269)</u>	<u>\$ (18,020)</u>
Outstanding Debt	\$ -	\$ 235,446	\$ -	\$ -	\$ -
Less Fund Balances					
TID Capital Projects Fund	(18,397)	(231,996)	(18,356)	(7,282)	(18,347)
TID Debt Service Fund	<u>32,944</u>	<u>689</u>	<u>4,987</u>	<u>7,013</u>	<u>327</u>
Net Cost to be Recovered as of 12/31/21	<u>\$ (14,547)</u>	<u>\$ 466,753</u>	<u>\$ 13,369</u>	<u>\$ 269</u>	<u>\$ 18,020</u>
Total Cost Estimates per Project Plan	<u>\$ 69,528,523</u>	<u>\$ 11,123,060</u>	<u>\$ 1,227,224</u>	<u>\$ 1,854,598</u>	<u>\$ 8,299,125</u>
Increment Information					
2019 Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
2020 Revenue	14,801	472	2,669	3,976	255
2021 Revenue	18,136	216	2,317	3,034	72
2022 Revenue	27,799	305	(654)	-	1,002
Expected Total Value to be Added	296,300,000	49,400,000	7,700,000	6,500,000	27,000,000

VILLAGE OF SOMERS
TAX INCREMENT DISTRICT REPORTS

District No.	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Type	Industrial	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use
Creation Date	7/27/2015	9/30/2015	7/24/2018	7/24/2018	7/24/2018	7/24/2018
Dissolution Date	7/27/2035	9/30/2035	7/24/2038	7/24/2038	7/24/2038	7/24/2038
2021 Revenues and Expenses						
Revenues	\$ 4,578,805	\$ 981,256	\$ 3,322,295	\$ 103,557	\$ 41,240	\$ 5,244,540
Expenses	<u>2,933,199</u>	<u>605,161</u>	<u>3,669,337</u>	<u>86,971</u>	<u>83,185</u>	<u>6,158,768</u>
Excess or Deficiency	<u>\$ 1,645,605</u>	<u>\$ 376,095</u>	<u>\$ (347,042)</u>	<u>\$ 16,586</u>	<u>\$ (41,945)</u>	<u>\$ (914,228)</u>
Totals from Date of Creation to 12/31/21						
Revenues	\$ 18,479,703	\$ 16,555,878	\$ 558,200	\$ 265,713	\$ 69,251	\$ 11,766,260
Expenses	<u>14,961,863</u>	<u>15,095,140</u>	<u>1,074,099</u>	<u>353,238</u>	<u>126,500</u>	<u>12,824,166</u>
Excess or Deficiency	<u>\$ 3,517,840</u>	<u>\$ 1,460,738</u>	<u>\$ (515,899)</u>	<u>\$ (87,525)</u>	<u>\$ (57,249)</u>	<u>\$ (1,057,906)</u>
Outstanding Debt	\$ 8,130,000	\$ 6,965,000	\$ 405,491	\$ -	\$ -	\$ 10,940,521
Less Fund Balances						
TID Capital Projects Fund	1,002,026	(837)	(515,899)	(186,127)	(60,259)	(1,061,958)
TID Debt Service Fund	<u>2,515,814</u>	<u>1,461,575</u>	<u>-</u>	<u>98,602</u>	<u>3,010</u>	<u>4,052</u>
Net Cost to be Recovered as of 12/31/21	<u>\$ 4,612,160</u>	<u>\$ 5,504,262</u>	<u>\$ 921,390</u>	<u>\$ 87,525</u>	<u>\$ 57,249</u>	<u>\$ 11,998,427</u>
Total Cost Estimates per Project Plan	<u>\$ 12,597,000</u>	<u>\$ 9,500,000</u>	<u>\$ 26,116,510</u>	<u>\$ 8,181,092</u>	<u>\$ 14,507,087</u>	<u>\$ 16,143,080</u>
Increment Information						
2019 Revenue	\$ 1,078,611	\$ 956,504	\$ -	\$ -	\$ -	\$ -
2020 Revenue	1,077,133	989,149	-	1,409	3,010	3,313
2021 Revenue	1,011,945	942,859	-	2,301	-	735
2022 Revenue	945,869	1,547,204	23,422	688,596	447	14,404
Expected Total Value to be Added	183,858,000	57,000,000	129,100,000	61,100,000	85,900,000	64,100,000

VILLAGE OF SOMERS
TAX INCREMENT DISTRICT REPORTS

District No.	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
Type	Mixed Use	Mixed Use	Mixed Use	Mixed Use	Mixed Use
Creation Date	7/24/2018	7/24/2018	7/24/2018	7/24/2018	7/24/2018
Dissolution Date	7/24/2038	7/24/2038	7/24/2038	7/24/2038	7/24/2038
2021 Revenues and Expenses					
Revenues	\$ 18,136	\$ 1,849,432	\$ 2,317	\$ 3,034	\$ 73
Expenses	<u>722</u>	<u>2,026,402</u>	<u>722</u>	<u>1,021</u>	<u>722</u>
Excess or Deficiency	<u>\$ 17,414</u>	<u>\$ (176,970)</u>	<u>\$ 1,595</u>	<u>\$ 2,013</u>	<u>\$ (649)</u>
Totals from Date of Creation to 12/31/21					
Revenues	\$ 32,944	\$ 236,134	\$ 4,987	\$ 27,014	\$ 328
Expenses	<u>18,397</u>	<u>467,441</u>	<u>18,356</u>	<u>27,283</u>	<u>18,348</u>
Excess or Deficiency	<u>\$ 14,547</u>	<u>\$ (231,307)</u>	<u>\$ (13,369)</u>	<u>\$ (269)</u>	<u>\$ (18,020)</u>
Outstanding Debt	\$ -	\$ 235,446	\$ -	\$ -	\$ -
Less Fund Balances					
TID Capital Projects Fund	(18,397)	(231,996)	(18,356)	(7,282)	(18,347)
TID Debt Service Fund	<u>32,944</u>	<u>689</u>	<u>4,987</u>	<u>7,013</u>	<u>327</u>
Net Cost to be Recovered as of 12/31/21	<u>\$ (14,547)</u>	<u>\$ 466,753</u>	<u>\$ 13,369</u>	<u>\$ 269</u>	<u>\$ 18,020</u>
Total Cost Estimates per Project Plan	<u>\$ 69,528,523</u>	<u>\$ 11,123,060</u>	<u>\$ 1,227,224</u>	<u>\$ 1,854,598</u>	<u>\$ 8,299,125</u>
Increment Information					
2019 Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
2020 Revenue	14,801	472	2,669	3,976	255
2021 Revenue	18,136	216	2,317	3,034	72
2022 Revenue	27,799	305	(654)	-	1,002
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VILLAGE OF SOMERS
TAX INCREMENT DISTRICT REPORTS

District No.	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
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Excess or Deficiency	<u>\$ 3,517,840</u>	<u>\$ 1,460,738</u>	<u>\$ (515,899)</u>	<u>\$ (87,525)</u>	<u>\$ (57,249)</u>	<u>\$ (1,057,906)</u>
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Increment Information						
2019 Revenue	\$ 1,078,611	\$ 956,504	\$ -	\$ -	\$ -	\$ -
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2021 Revenue	1,011,945	942,859	-	2,301	-	735
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VILLAGE OF SOMERS
TAX INCREMENT DISTRICT REPORTS

District No.	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
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Expenses	<u>722</u>	<u>2,026,402</u>	<u>722</u>	<u>1,021</u>	<u>722</u>
Excess or Deficiency	<u>\$ 17,414</u>	<u>\$ (176,970)</u>	<u>\$ 1,595</u>	<u>\$ 2,013</u>	<u>\$ (649)</u>
Totals from Date of Creation to 12/31/21					
Revenues	\$ 32,944	\$ 236,134	\$ 4,987	\$ 27,014	\$ 328
Expenses	<u>18,397</u>	<u>467,441</u>	<u>18,356</u>	<u>27,283</u>	<u>18,348</u>
Excess or Deficiency	<u>\$ 14,547</u>	<u>\$ (231,307)</u>	<u>\$ (13,369)</u>	<u>\$ (269)</u>	<u>\$ (18,020)</u>
Outstanding Debt	\$ -	\$ 235,446	\$ -	\$ -	\$ -
Less Fund Balances					
TID Capital Projects Fund	(18,397)	(231,996)	(18,356)	(7,282)	(18,347)
TID Debt Service Fund	<u>32,944</u>	<u>689</u>	<u>4,987</u>	<u>7,013</u>	<u>327</u>
Net Cost to be Recovered as of 12/31/21	<u>\$ (14,547)</u>	<u>\$ 466,753</u>	<u>\$ 13,369</u>	<u>\$ 269</u>	<u>\$ 18,020</u>
Total Cost Estimates per Project Plan	<u>\$ 69,528,523</u>	<u>\$ 11,123,060</u>	<u>\$ 1,227,224</u>	<u>\$ 1,854,598</u>	<u>\$ 8,299,125</u>
Increment Information					
2019 Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
2020 Revenue	14,801	472	2,669	3,976	255
2021 Revenue	18,136	216	2,317	3,034	72
2022 Revenue	27,799	305	(654)	-	1,002
Expected Total Value to be Added	296,300,000	49,400,000	7,700,000	6,500,000	27,000,000

REVENUE AND EXPENDITURE REPORT FOR SOMERS VILLAGE AND TOWN
 PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022		ACTIVITY FOR MONTH 09/30/22 INCR (DECR)	YTD BALANCE 09/30/2022 NORM (ABNORM)	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
		ORIGINAL BUDGET	2022 AMENDED BUDGET					
Fund 601 - SOMERS WATER UTILITY								
Fund 601 - SOMERS WATER UTILITY:								
	TOTAL REVENUES	1,224,160.00	1,224,160.00	566,744.50	1,330,050.40	0.00	(105,890.40)	108.65
	TOTAL EXPENDITURES	1,657,363.00	1,657,363.00	96,230.95	1,110,604.85	0.00	546,758.15	67.01
	NET OF REVENUES & EXPENDITURES	(433,203.00)	(433,203.00)	470,513.55	219,445.55	0.00	(652,648.55)	50.66
Fund 602 - K.R. SEWER DISTRICT								
Fund 602 - K.R. SEWER DISTRICT:								
	TOTAL REVENUES	204,296.00	204,296.00	52,923.86	161,746.58	0.00	42,549.42	79.17
	TOTAL EXPENDITURES	191,374.00	191,374.00	8,344.85	129,262.57	0.00	62,111.43	67.54
	NET OF REVENUES & EXPENDITURES	12,922.00	12,922.00	44,579.01	32,484.01	0.00	(19,562.01)	251.39
Fund 603 - UTILITY DISTRICT #1								
Fund 603 - UTILITY DISTRICT #1:								
	TOTAL REVENUES	2,512,557.00	2,512,557.00	626,945.95	2,357,128.96	0.00	155,428.04	93.81
	TOTAL EXPENDITURES	4,080,293.00	4,080,293.00	123,501.83	1,308,352.44	0.00	2,771,940.56	32.07
	NET OF REVENUES & EXPENDITURES	(1,567,736.00)	(1,567,736.00)	503,444.12	1,048,776.52	0.00	(2,616,512.52)	66.90
Fund 604 - STORMWATER UTILITY								
Fund 604 - STORMWATER UTILITY:								
	TOTAL REVENUES	282,000.00	282,000.00	0.00	287,765.80	0.00	(5,765.80)	102.04
	TOTAL EXPENDITURES	444,788.00	444,788.00	1,430.64	27,845.52	0.00	416,942.48	6.26
	NET OF REVENUES & EXPENDITURES	(162,788.00)	(162,788.00)	(1,430.64)	259,920.28	0.00	(422,708.28)	159.67
	TOTAL REVENUES - ALL FUNDS	4,223,013.00	4,223,013.00	1,246,614.31	4,136,691.74	0.00	86,321.26	97.96
	TOTAL EXPENDITURES - ALL FUNDS	6,373,818.00	6,373,818.00	229,508.27	2,576,065.38	0.00	3,797,752.62	40.42
	NET OF REVENUES & EXPENDITURES	(2,150,805.00)	(2,150,805.00)	1,017,106.04	1,560,626.36	0.00	(3,711,431.36)	72.56

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PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022		ACTIVITY FOR MONTH 09/30/22 INCR (DECR)	YTD BALANCE 09/30/2022		ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BGD USED
		ORIGINAL BUDGET	AMENDED BUDGET		NORM	(ABNORM)			
Fund 101 - GENERAL FUND									
Fund 101 - GENERAL FUND:									
	TOTAL REVENUES	5,336,586.00	5,336,586.00	76,378.18	5,693,642.87		0.00	(357,056.87)	106.69
	TOTAL EXPENDITURES	5,336,586.00	5,336,586.00	634,553.40	4,003,349.24		0.00	1,333,236.76	75.02
	NET OF REVENUES & EXPENDITURES	0.00	0.00	(558,175.22)	1,690,293.63		0.00	(1,690,293.63)	100.00
Fund 201 - DRAINAGE FUND									
Fund 201 - DRAINAGE FUND:									
	TOTAL REVENUES	0.00	0.00	92.36	322.87		0.00	(322.87)	100.00
	TOTAL EXPENDITURES	4,675.00	4,675.00	0.00	0.00		0.00	4,675.00	0.00
	NET OF REVENUES & EXPENDITURES	(4,675.00)	(4,675.00)	92.36	322.87		0.00	(4,997.87)	6.91
Fund 202 - PARK FUND									
Fund 202 - PARK FUND:									
	TOTAL REVENUES	0.00	0.00	117.90	412.17		0.00	(412.17)	100.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	2,137.00		0.00	(2,137.00)	100.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	117.90	(1,724.83)		0.00	1,724.83	100.00
Fund 204 - GRANT FUND									
Fund 204 - GRANT FUND:									
	TOTAL REVENUES	0.00	0.00	0.00	497,594.31		0.00	(497,594.31)	100.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00		0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	497,594.31		0.00	(497,594.31)	100.00
Fund 301 - DEBT SERVICE FUND									
Fund 301 - DEBT SERVICE FUND:									
	TOTAL REVENUES	1,152,873.00	1,152,873.00	0.00	1,152,873.00		0.00	0.00	100.00
	TOTAL EXPENDITURES	1,152,873.00	1,152,873.00	0.00	1,113,361.15		0.00	39,511.85	96.57
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	39,511.85		0.00	(39,511.85)	100.00
Fund 302 - TID#1 DEBT SERVICE FUND									
Fund 302 - TID#1 DEBT SERVICE FUND:									
	TOTAL REVENUES	1,020,017.00	1,020,017.00	10,728.59	975,599.84		0.00	44,417.16	95.65
	TOTAL EXPENDITURES	650,625.00	650,625.00	0.00	587,092.64		0.00	63,532.36	90.24
	NET OF REVENUES & EXPENDITURES	369,392.00	369,392.00	10,728.59	388,507.20		0.00	(19,115.20)	105.17
Fund 303 - TID#2 DEBT SERVICE FUND									
Fund 303 - TID#2 DEBT SERVICE FUND:									
	TOTAL REVENUES	1,668,492.00	1,668,492.00	8,147.19	1,568,501.62		0.00	99,990.38	94.01
	TOTAL EXPENDITURES	598,724.00	598,724.00	14,873.72	690,273.18		0.00	(91,549.18)	115.29
	NET OF REVENUES & EXPENDITURES	1,069,768.00	1,069,768.00	(6,726.53)	878,228.44		0.00	191,539.56	82.10
Fund 304 - TID#3 DEBT SERVICE FUND									
Fund 304 - TID#3 DEBT SERVICE FUND:									
	TOTAL REVENUES	25,258.00	25,258.00	0.00	23,421.89		0.00	1,836.11	92.73
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00		0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	25,258.00	25,258.00	0.00	23,421.89		0.00	1,836.11	92.73
Fund 305 - TID#4 DEBT SERVICE FUND									
Fund 305 - TID#4 DEBT SERVICE FUND:									
	TOTAL REVENUES	742,576.00	742,576.00	0.00	688,595.61		0.00	53,980.39	92.73
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00		0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	742,576.00	742,576.00	0.00	688,595.61		0.00	53,980.39	92.73

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PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022		ACTIVITY FOR MONTH 09/30/22 INCR (DECR)	YTD BALANCE		ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET		2022	09/30/2022			
Fund 306 - TID#5 DEBT SERVICE FUND									
Fund 306 - TID#5 DEBT SERVICE FUND:									
TOTAL REVENUES		482.00	482.00	0.00	447.13	0.00	34.87	92.77	
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
NET OF REVENUES & EXPENDITURES		482.00	482.00	0.00	447.13	0.00	34.87	92.77	
Fund 307 - TID#6 DEBT SERVICE FUND									
Fund 307 - TID#6 DEBT SERVICE FUND:									
TOTAL REVENUES		15,533.00	15,533.00	0.00	14,403.62	0.00	1,129.38	92.73	
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
NET OF REVENUES & EXPENDITURES		15,533.00	15,533.00	0.00	14,403.62	0.00	1,129.38	92.73	
Fund 308 - TID#7 DEBT SERVICE FUND									
Fund 308 - TID#7 DEBT SERVICE FUND:									
TOTAL REVENUES		29,979.00	29,979.00	0.00	27,799.41	0.00	2,179.59	92.73	
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
NET OF REVENUES & EXPENDITURES		29,979.00	29,979.00	0.00	27,799.41	0.00	2,179.59	92.73	
Fund 309 - TID#8 DEBT SERVICE FUND									
Fund 309 - TID#8 DEBT SERVICE FUND:									
TOTAL REVENUES		329.00	329.00	0.00	304.70	0.00	24.30	92.61	
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
NET OF REVENUES & EXPENDITURES		329.00	329.00	0.00	304.70	0.00	24.30	92.61	
Fund 310 - TID#9 DEBT SERVICE FUND									
Fund 310 - TID#9 DEBT SERVICE FUND:									
TOTAL REVENUES		0.00	0.00	0.00	(654.46)	0.00	654.46	100.00	
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	(654.46)	0.00	654.46	100.00	
Fund 311 - TID#10 DEBT SERVICE FUND									
Fund 311 - TID#10 DEBT SERVICE FUND:									
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Fund 312 - TID#11 DEBT SERVICE FUND									
Fund 312 - TID#11 DEBT SERVICE FUND:									
TOTAL REVENUES		1,081.00	1,081.00	0.00	1,002.43	0.00	78.57	92.73	
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
NET OF REVENUES & EXPENDITURES		1,081.00	1,081.00	0.00	1,002.43	0.00	78.57	92.73	
Fund 401 - CAPITAL IMPROVEMENT									
Fund 401 - CAPITAL IMPROVEMENT:									
TOTAL REVENUES		391,115.00	391,115.00	0.00	0.00	0.00	391,115.00	0.00	
TOTAL EXPENDITURES		1,840,000.00	1,840,000.00	476,392.11	1,471,073.24	0.00	368,926.76	79.95	
NET OF REVENUES & EXPENDITURES		(1,448,885.00)	(1,448,885.00)	(476,392.11)	(1,471,073.24)	0.00	22,188.24	101.53	
Fund 402 - TAX INCREMENTAL DISTRICT #1									
Fund 402 - TAX INCREMENTAL DISTRICT #1:									
TOTAL REVENUES		1,400,000.00	1,400,000.00	3,239.72	838,203.59	0.00	561,796.41	59.87	
TOTAL EXPENDITURES		1,422,835.00	1,422,835.00	2,100.23	1,031,026.52	0.00	391,808.48	72.46	
NET OF REVENUES & EXPENDITURES		(22,835.00)	(22,835.00)	1,139.49	(192,822.93)	0.00	169,987.93	844.42	

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PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022		ACTIVITY FOR MONTH 09/30/22 INCR (DECR)	YTD BALANCE 09/30/2022		ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET		2022	NORM (ABNORM)			
Fund 403 - TAX INCREMENTAL DISTRICT #2									
Fund 403 - TAX INCREMENTAL DISTRICT #2:									
	TOTAL REVENUES	0.00	0.00	14,821.85	25,342.76	0.00	(25,342.76)	100.00	
	TOTAL EXPENDITURES	22,835.00	22,835.00	3,209.61	28,594.90	0.00	(5,759.90)	125.22	
	NET OF REVENUES & EXPENDITURES	(22,835.00)	(22,835.00)	11,612.24	(3,252.14)	0.00	(19,582.86)	14.24	
Fund 404 - TAX INCREMENTAL DISTRICT #3									
Fund 404 - TAX INCREMENTAL DISTRICT #3:									
	TOTAL REVENUES	0.00	0.00	0.00	610,835.56	0.00	(610,835.56)	100.00	
	TOTAL EXPENDITURES	30,447.00	30,447.00	20,203.51	338,720.36	0.00	(308,273.36)	1,112.49	
	NET OF REVENUES & EXPENDITURES	(30,447.00)	(30,447.00)	(20,203.51)	272,115.20	0.00	(302,562.20)	893.73	
Fund 405 - TAX INCREMENTAL DISTRICT #4									
Fund 405 - TAX INCREMENTAL DISTRICT #4:									
	TOTAL REVENUES	0.00	0.00	0.00	7,893.00	0.00	(7,893.00)	100.00	
	TOTAL EXPENDITURES	15,224.00	15,224.00	1,454.48	87,246.98	0.00	(72,022.98)	573.09	
	NET OF REVENUES & EXPENDITURES	(15,224.00)	(15,224.00)	(1,454.48)	(79,353.98)	0.00	64,129.98	521.24	
Fund 406 - TAX INCREMENTAL DISTRICT #5									
Fund 406 - TAX INCREMENTAL DISTRICT #5:									
	TOTAL REVENUES	0.00	0.00	0.00	16,275.12	0.00	(16,275.12)	100.00	
	TOTAL EXPENDITURES	30,447.00	30,447.00	11,586.10	45,835.49	0.00	(15,388.49)	150.54	
	NET OF REVENUES & EXPENDITURES	(30,447.00)	(30,447.00)	(11,586.10)	(29,560.37)	0.00	(886.63)	97.09	
Fund 407 - TAX INCREMENTAL DISTRICT #6									
Fund 407 - TAX INCREMENTAL DISTRICT #6:									
	TOTAL REVENUES	0.00	0.00	0.00	2,245,678.51	0.00	(2,245,678.51)	100.00	
	TOTAL EXPENDITURES	30,447.00	30,447.00	4,272.21	2,311,033.25	0.00	(2,280,586.25)	7,590.35	
	NET OF REVENUES & EXPENDITURES	(30,447.00)	(30,447.00)	(4,272.21)	(65,354.74)	0.00	34,907.74	214.65	
Fund 408 - TAX INCREMENTAL DISTRICT #7									
Fund 408 - TAX INCREMENTAL DISTRICT #7:									
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	TOTAL EXPENDITURES	571.00	571.00	47.67	636.36	0.00	(65.36)	111.45	
	NET OF REVENUES & EXPENDITURES	(571.00)	(571.00)	(47.67)	(636.36)	0.00	65.36	111.45	
Fund 409 - TAX INCREMENTAL DISTRICT #8									
Fund 409 - TAX INCREMENTAL DISTRICT #8:									
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	TOTAL EXPENDITURES	571.00	571.00	47.67	580.67	0.00	(9.67)	101.69	
	NET OF REVENUES & EXPENDITURES	(571.00)	(571.00)	(47.67)	(580.67)	0.00	9.67	101.69	
Fund 410 - TAX INCREMENTAL DISTRICT #9									
Fund 410 - TAX INCREMENTAL DISTRICT #9:									
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	TOTAL EXPENDITURES	571.00	571.00	47.67	589.68	0.00	(18.68)	103.27	
	NET OF REVENUES & EXPENDITURES	(571.00)	(571.00)	(47.67)	(589.68)	0.00	18.68	103.27	
Fund 411 - TAX INCREMENTAL DISTRICT #10									
Fund 411 - TAX INCREMENTAL DISTRICT #10:									
	TOTAL REVENUES	0.00	0.00	(11.97)	(31.58)	0.00	31.58	100.00	
	TOTAL EXPENDITURES	571.00	571.00	47.67	594.59	0.00	(23.59)	104.13	
	NET OF REVENUES & EXPENDITURES	(571.00)	(571.00)	(59.64)	(626.17)	0.00	55.17	109.66	

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PERIOD ENDING 09/30/2022

GL NUMBER	DESCRIPTION	2022		ACTIVITY FOR MONTH 09/30/22 INCR (DECR)	YTD BALANCE 09/30/2022		ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET		2022	NORM (ABNORM)			
Fund 412 - TAX INCREMENTAL DISTRICT #11									
Fund 412 - TAX INCREMENTAL DISTRICT #11:									
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	571.00	571.00	47.67	580.35	0.00	0.00	(9.35)	101.64
	NET OF REVENUES & EXPENDITURES	(571.00)	(571.00)	(47.67)	(580.35)	0.00	0.00	9.35	101.64
Fund 601 - SOMERS WATER UTILITY									
Fund 601 - SOMERS WATER UTILITY:									
	TOTAL REVENUES	1,224,160.00	1,224,160.00	566,744.50	1,330,050.40	0.00	0.00	(105,890.40)	108.65
	TOTAL EXPENDITURES	1,657,363.00	1,657,363.00	96,230.95	1,110,604.85	0.00	0.00	546,758.15	67.01
	NET OF REVENUES & EXPENDITURES	(433,203.00)	(433,203.00)	470,513.55	219,445.55	0.00	0.00	(652,648.55)	50.66
Fund 602 - K.R. SEWER DISTRICT									
Fund 602 - K.R. SEWER DISTRICT:									
	TOTAL REVENUES	204,296.00	204,296.00	52,923.86	161,746.58	0.00	0.00	42,549.42	79.17
	TOTAL EXPENDITURES	191,374.00	191,374.00	8,344.85	129,262.57	0.00	0.00	62,111.43	67.54
	NET OF REVENUES & EXPENDITURES	12,922.00	12,922.00	44,579.01	32,484.01	0.00	0.00	(19,562.01)	251.39
Fund 603 - UTILITY DISTRICT #1									
Fund 603 - UTILITY DISTRICT #1:									
	TOTAL REVENUES	2,512,557.00	2,512,557.00	626,945.95	2,357,128.96	0.00	0.00	155,428.04	93.81
	TOTAL EXPENDITURES	4,080,293.00	4,080,293.00	123,501.83	1,308,352.44	0.00	0.00	2,771,940.56	32.07
	NET OF REVENUES & EXPENDITURES	(1,567,736.00)	(1,567,736.00)	503,444.12	1,048,776.52	0.00	0.00	(2,616,512.52)	66.90
Fund 604 - STORMWATER UTILITY									
Fund 604 - STORMWATER UTILITY:									
	TOTAL REVENUES	282,000.00	282,000.00	0.00	287,765.80	0.00	0.00	(5,765.80)	102.04
	TOTAL EXPENDITURES	444,788.00	444,788.00	1,430.64	27,845.52	0.00	0.00	416,942.48	6.26
	NET OF REVENUES & EXPENDITURES	(162,788.00)	(162,788.00)	(1,430.64)	259,920.28	0.00	0.00	(422,708.28)	159.67
	TOTAL REVENUES - ALL FUNDS	16,007,334.00	16,007,334.00	1,360,128.13	18,525,155.71	0.00	0.00	(2,517,821.71)	115.73
	TOTAL EXPENDITURES - ALL FUNDS	17,512,391.00	17,512,391.00	1,398,391.99	14,288,790.98	0.00	0.00	3,223,600.02	81.59
	NET OF REVENUES & EXPENDITURES	(1,505,057.00)	(1,505,057.00)	(38,263.86)	4,236,364.73	0.00	0.00	(5,741,421.73)	281.48

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

WORK SESSION: December 06, 2022

TO: Village President Stoner and Board of Trustees

PREPARED BY: Brandi Baker, Clerk-Treasurer

AGENDA ITEM: #10 Discussion on revised Special Event and Cabaret Ordinances

BACKGROUND:

Staff has been reviewing the Ordinances we currently have pertaining to Cabaret and Special events permitting. We have been working with attorney Davison to better define requirements and guidelines for these permits.

Currently the Village offers an annual Cabaret license that businesses which hold a Class B liquor license can apply for which could include indoor or outdoor amplified music. We also currently offer a Special Events permit for a onetime event occurring over a 24-hour period.

Staff is proposing a change to both permits.

The major changes with the annual Cabaret license would exclude any outdoor amplified music, and that the requirements to obtain this license would have the applicant include much more detail.

Special events permit will be split into two types, single events, and a recurring permit. The recurring permits will be annual, and the business must submit a list of each event but will be allowed to add events 30 days prior with notice to the Clerk so they may be reviewed. The recurring permit will only be available to events that are located in the PR-1, A-2 or I-1 zoning districts.

COMMENTS:

Staff seeks direction from the Board on defining some of the guidelines and requirements. Currently the quota for the Special Events permits limit each applicant only one special event permit per quarter will be issued to any establishment unless authorized by the Village Board. Two special event permits shall be allowed during the

month of December due to the number of holidays. Staff feels the quota should be increased with the exclusion of outdoor amplified music in the revised Cabaret Licenses.

Staff also requests direction with the costs of each permit. Cabaret Licenses are set at \$150 annually, single special event permits are set at \$75 each event. Staff recommends that the recurring special event permit coincide with the annual Cabaret license, \$150.

Staff recommends that this is not placed on the agenda for action at the December 13, 2022, Board meeting. Staff requests that after the Boards recommendations, revisions be brought back to a work session in January 2023.

ATTACHMENTS:

Ordinance 2022-020
Ordinance 2022-021

ORDINANCE NO. 2022-_____

AN ORDINANCE TO REPEAL AND RECREATE SECTION 12.15
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO CABARET LICENSES

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby repeals and recreates Section 12.15 of the Code of Ordinances of the Village of Somers to read as follows:

12.15 CABARET LICENSES.

(A) **License Required.** No holder of a "Class B" or a Class "B" liquor or beer license within the Village shall afford to the Licensee's patrons unless the Licensee first shall have obtained a Cabaret License from the Clerk/Treasurer:

- (1) The music of one (1) or more musicians.
- (2) Specifically feature or advertise dancing in the Licensee's premises using mechanical devices to produce music.
- (3) Furnish entertainment by, or performance of, any act, stunt, or dance by performers under the Licensee's auspices, whether such performers or dancers are paid or not.
- (4) This section shall not apply to holders of a Special Event Permit issued under §12.155 of the Ordinances.
- (5) A probationary or regular cabaret license, as defined in §12.15(B) and §12.15(C) of these ordinances, and upon approval of the Village Board for the issuance thereof, shall be issued such license for one (1) or more of the following specific uses, subject to compliance with further conditions set forth by the Village Board:
 - (a) A disc jockey utilizing mechanical devices to reproduce music.
 - (b) Up to two (2) musicians, not electronically amplified.
 - (c) Two (2) or more musicians electronically amplified.
 - (d) Non-musical entertainers, including, but not limited to dancers, actors, comedians, models or modeling, and magicians.

(e) Any other live entertainment excepting live entertainment regulated under the Village Zoning Ordinances.

(B) **Probationary Cabaret License.**

(1) The application for a Cabaret License shall be on Village forms and shall be filed with the Clerk/Treasurer and directed to the Village Board, and shall be accompanied by the application fee.

(2) The application shall contain the name of the applicant and the location of the place to be licensed.

(3) All such applications shall be accompanied by a non-refundable fee of Two Hundred Fifty (\$250.00) Dollars.

(4) Whenever such application is received by the Clerk/Treasurer, the Clerk/Treasurer shall forward such application to the Kenosha County Sheriff, the Building Inspector and the Fire Chief who shall then each investigate or cause to be investigated such application for the purpose of determining whether the place to be licensed will comply with all the laws and regulations applicable thereto. The Sheriff, the Building Inspector and the Fire Chief shall each, within thirty (30) days, thereupon furnish to of the Village Board in writing the information derived from such investigation and the Village Board shall then hold a public hearing on such application.

(5) After such public hearing and after due deliberation in open session, the Village Board shall approve or deny the by majority vote. Upon the favorable voting for granting of the license, it shall thereupon be issued by the Clerk/Treasurer with such conditions as may be imposed by the Village Board. In the event the application is denied, such denial shall be based upon specific findings of facts.

(6) Each probationary license granted under this section shall be for a period of six (6) months, and each probationary license shall be subject to revocation as hereinafter provided.

(7) Probationary licenses may be granted based upon the written agreement of the applicant to comply with conditions set forth by the Village Board. Conditions may only be imposed based upon evidence presented which address the safety, health and welfare of the general population including noise and crowd disturbances and parking.

(8) The Clerk/Treasurer shall be responsible for drafting and issuing all such probationary licenses. All such licenses shall specify the name of the holder of the license and the dates for which it is applicable as well as any conditions that

may be imposed by the Village Board. All such licenses shall be posted in public view at the licensed premises, including all conditions.

(C) **Regular License.**

(1) After an applicant has held a probationary license for a period of six (6) months, the Village Board shall consider the issuance of a regular license. Whenever such application for a regular license is received by the Clerk/Treasurer, the Clerk/Treasurer shall follow those notification procedures provided for in subsection (B)(5) of this ordinance. Such consideration by the Village Board shall be preceded by an investigation by the Kenosha County Sheriff to determine if the Licensee has complied with this ordinance during the time that the probationary license has been in effect. The Sheriff shall thereupon furnish to the Board in writing the information derived from such investigation within thirty (30) days after application for a regular license. The Sheriff shall also furnish the Village Board in writing with information relative to the investigation of any complaints received by the Sheriff concerning the holder of the probationary license. No application for a regular license will be taken earlier than sixty (60) days prior to the expiration of the probationary license. If major structural modifications were not made to the premises, the Village Building Inspector may be required for renewal of a Regular Cabaret License.

(2) Each regular license granted under this section shall expire on June 30th of each year, and each license shall be subject to revocation as hereinafter provided. The renewal applicant must sign and verify that no structural changes were made to the premises and shall be subject to an updated Sheriff's background report.

(3) Regular licenses may be granted based upon the written agreement of the applicant to comply with conditions set forth by the Village. Conditions may be imposed which address the safety, health and welfare of the general population including noise and crowd disturbances and parking.

(4) The Village Clerk/Treasurer shall be responsible for drafting and issuing all such regular licenses. All such licenses shall specify the name of the holder of the license and the dates for which it is applicable as well as any conditions that may be imposed by the Village Board. All such licenses shall be posted in public view.

(D) **Renewals.**

(1) Any holder of a regular license granted under this ordinance or any holder of a license granted under a prior ordinance who wishes to renew that license and obtain a regular license shall submit his application for renewal at least sixty (60) days before their present license expires. Such licenses may be renewed

pursuant to the provisions of this ordinance as it applies to notice being given by the Village Clerk/Treasurer and pursuant to the provisions of this ordinance as it applies to investigation by the Sheriff's Department and action by the Village Board. Renewal applications not timely received shall be treated as a new application under sec. (B) of this ordinance.

(2) All such renewal applications shall be accompanied by a fee of One Hundred Fifty (\$150.00) Dollars.

(E) **Regulations.**

(1) No dancing shall be permitted within six (6) feet of a bar over which patrons are directly served.

(2) While dancing is in progress, the dance area shall be illuminated by at least two (2) foot candles per square foot.

(3) Good order shall be maintained at all times including the exterior of the licensed premises such as parking areas. Without limitation due to enumeration, a lack of "good order" for purposes of this section shall be deemed to include persistent loud noises to the annoyance or detriment of surrounding property owners, patrons urinating in public, using profane language or fighting.

(4) The license holder shall insure that the building capacity set by the Village Board or in lieu thereof, by the Kenosha County Sheriff's Department, after consultation with appropriate consultants shall be maintained at all times.

(5) Adequate parking and, if deemed necessary by the Sheriff's Department for safety reasons, lighted parking facilities shall be maintained so as to accommodate anticipated capacities.

(6) The license holder shall comply with all state statutes and regulations and all county and Village ordinances.

(7) Entertainment may be confined to a specified location on the premises. Premises are defined for purposes of this section as the enclosed structure or part of any enclosed structure licensed for distribution of liquor and/or malt beverages as described in the application for license on file with the Clerk/Treasurer. Cabaret Licenses shall not be issued for areas outside of an enclosed structure.

(8) Music and other entertainment which is amplified inside shall cease after 10:00 p.m. on Sunday through Thursday and 12:00 a.m. on Friday and Saturday.

(9) The management shall obey all reasonable orders or directions of any law enforcement officer.

(10) The performance of any act, stunt, or dance by performers under the auspices of the management, other than musicians, shall be given only on a raised portion of the floor separated by a railing or other device from the patrons so as to deter patrons from participating in any act, stunt or dance.

(11) No license holder personally or through the Licensee's agent or employees shall permit any patron to participate in any act, stunt or dance with performers who are under the auspices or furnished by the management. This section does not apply to Karaoke.

(12) No patron shall participate in any act, stunt or dance by performers who appear under the auspices of the management. This section does not apply to Karaoke.

(13) No entertainer or musician shall associate or fraternize with customers on the premises of the licensed establishment in which he or she is currently performing in violation of the provisions of §944.36, Wis. Stats.

(14) No Licensee, personally or through the Licensee's agent or employee, shall advertise or produce lewd, obscene or indecent performances.

(15) The top portion of the costume worn by female entertainers shall be of non-transparent material. It must encircle the body, and the areola of the breast must be completely covered. The lower portion of the costume worn by male or female entertainers must completely cover the entire pubic area and the cleavage of the buttocks and be of non-transparent material.

(F) **Revocation of License.**

(1) A recorded hearing shall be held for the purpose of revoking a license under this ordinance. This hearing shall be preceded by written notice to the holder of such license at least ten (10) days prior to said hearing. All hearings for revocation shall be heard before the Village Board, which hearings shall afford the holder of such license an opportunity to present evidence on his or her behalf, to cross examine witnesses sworn under oath and all such other due process rights to which the applicant may be entitled. The Village Board prior to revoking any such license shall make specific findings of fact to support revocation of the license. In lieu of revoking said license, conditions set by the Village Board to address specific nuisances, dangers or hazards may be imposed pursuant to this ordinance.

(2) Conviction for the violation of any provision of the Wisconsin Liquor Laws, local zoning or building and sanitary codes or the cabaret ordinance shall be sufficient for the Village Board to revoke such license. In the event any regular license is revoked, the fee paid for such license shall be forfeited and not returned

to the holder.

(3) The Village Board may, after the hearing described in subsection (F)(1), revoke any such Cabaret license upon sufficient proof that the holder has permitted or suffered the licensed premises to be conducted by the Licensee, employees, patrons or others in violation of health regulations or in a disorderly or improper manner, or in violation of the laws of the State or rules and regulations of the officers, boards, or commissions of the State applicable thereto, or for any reasons set forth in sub. (2) or any violation of subsection (G), below.

(4) Any license holder whose license is revoked may appeal to the Board of Trustees in writing within fifteen (15) days of such decision.

(5) If any Cabaret License is revoked or rescinded, the applicant may reapply after a period of one (1) year. The applicant must show that measures were taken to correct the deficiencies that caused the revocation. Any applicant having their cabaret license revoked twice shall not be permitted to reapply for five (5) years.

(G) **Responsibility of Licensee.** Over and above the other provisions of this Chapter and Chapter 125, Wisconsin Statutes, every Class "A", "Class A", Class "B", or "Class B", or "Class C" (if available) Licensee licensed under this Chapter shall, during hours of operation of the licensed premises, be responsible for the conduct of patrons and persons who are not on the licensed premises, but are present on the following described off-licensed premises' property:

(1) Parking lot owned, leased or operated by Licensee which serves the licensed premises;

(2) The lot upon which the building being the subject of the license or parking lot serving the licensed premises is situated;

(3) Loitering where accompanied by loud noise, threats, fighting, open intoxicants, consumption of intoxicants, weapons use or display, illegal drug use or sale, urination, or otherwise disturbing, disorderly, or illegal conduct;

(4) Loitering of persons under the influence of alcohol beverage or drugs; hereinafter "loitering". The Licensee shall be responsible to monitor off-licensed premises property for compliance with this Ordinance. The Licensee shall have a duty to direct patrons or persons engaged in loitering to immediately leave property. The Licensee is not to use physical force to remove any such person or patron. Should notified persons and patrons fail to comply, Licensee shall have an obligation to call the Sheriff's Department for assistance. The Licensee may elect to first call the Sheriff's Department if the Licensee has concern for their safety. "Licensee" shall mean and include any person having control of the operation of the licensed premises.

(H) **Administrative Suspension.** Upon written request made and filed with the Clerk/Treasurer by the Kenosha County Sheriff, the President or the President Pro Tem in the absence of the President may immediately suspend any license issued under this Section. A written order of administrative suspension shall be served upon the Licensee. All licensed activities shall remain suspended until completion of an administrative review hearing. Upon administrative suspension, an administrative review hearing shall be scheduled for license review within ten (10) days pursuant to the terms of this Ordinance.

(I) **License Transfers.** Any cabaret license issued pursuant to the provisions of this section shall not be transferable.

(J) **Severability.** If any section, clause, provision or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

(K) **Penalty.** In addition to any other action taken by the Village Board, anyone who violates any of the provisions of this section shall forfeit not less than Two Hundred Fifty (\$250.00) Dollars and not more than Five Hundred (\$500.00) Dollars for each offense, together with the costs of prosecution. If such forfeiture and costs are not paid, he shall be imprisoned in the County Jail for not more than sixty (60) days.

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

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2022-_____

AN ORDINANCE TO CREATE SECTION 12.155
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO SPECIAL EVENT PERMIT

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby creates Section 12.155 of the Code of Ordinances of the Village of Somers to read as follows:

12.155 SPECIAL EVENT PERMITS.

(A) **Purpose.** This Section is enacted to regulate and control outdoor and indoor/outdoor special events and activities incidental to special events within the Village of Somers to the extent that the health, safety, and general welfare of the public and the good order of the Village can be protected and maintained. It is recognized that special events may include multiple activities which are subject to additional Village licensing requirements. A Special Events Permit does not authorize the sale or dispensing of alcoholic beverages without an appropriate license.

(B) **Definitions.**

(1) **Single Special Event Permit Term.** A permit issued for a period of time up to twenty-four (24) consecutive hours authorized by the Reviewing Authority. No more than _____ Single Special Event Permits shall be issued to a Special Event Organizer in any calendar year.

(2) **Recurring Special Event Permit Term.** A permit issued for a period of three hundred sixty-five (365) days commencing on the first day of April and ending on the 31st day of March the following calendar year. Recurring Special Event Permits may be issued to a Special Event Organizer where the special event is located in the PR-1, A-2 or I-1 zoning districts within the Village where the Special Event Organizer and the location of the special event historically has hosted numerous activities which would be considered special events under this Ordinance. Recurring Special Event Permits shall only be issued to the owner of the property or to a lessee or licensee of the owner where such lessee or licensee has exclusive right to the use and possession of the property. In the event that a Recurring Special Event Permit is issued for a qualifying premises and someone other than the permittee under the Recurring Special Event Permit seeks to hold a special event, a separate Single Special Event Permit must be sought by the lessee or licensee of the party which is the permittee under the Recurring Special Event Permit. By way of illustration, in the event that a Recurring Special Event Permit is issued to the owner of a particular parcel and the owner allows another

person, firm or organization to have an activity which would be considered a special event under this Ordinance, the organizer of that activity must make application as a Special Event Organizer for a Single Special Event Permit and cannot conduct a special event under the Recurring Special Event Permit issued by the Village for such property. It is recognized by the Village that the holder of a Recurring Special Event Permit may not be in a position at the time of application for such permit to provide a description of all of the activities and/or dates for such activities for a calendar year due to the addition, cancellation or change of dates for such activities. As such, the holder of a Recurring Special Event Permit shall, not less than thirty (30) days before the proposed special event, notify the Village Clerk/Treasurer of the date, time and general description of such special event and the periodic updating of special event information under a Recurring Special Event Permit shall be a condition of the permit pursuant to paragraph (I), below.

(3) **Reviewing Authority**. The Reviewing Authority for special events shall be the Village Board of Trustees unless such authority is delegated in whole or in part by the Village Board to the Village Clerk/Treasurer.

(4) **Special Event**. An event, program or activity occurring on a scheduled date, lasting no longer than twenty-four (24) hours (in the case of a single special event) or consisting of reoccurring consecutive or non-consecutive days (in the case of a recurring special event), to which the general public is solicited or otherwise encouraged to attend that may or may not require Village services. Types of Special Events include, but are not limited to, concerts, parades, festivals, marches, ceremonies, tournaments, exhibitions, expositions, fairs, live music performances, markets, fundraisers or shows.

(5) **Special Event Organizer**. An approved applicant for a special event. A Special Event Organizer must be the owner, lessee or licensee of the real property upon which the special event is to take place.

(6) **Vendor**. A person, firm, party or business entity who as part of a Special Event, offers anything for sale, trade, use or reuse, including but not limited to, articles, food, produce, beverage, goods, service, art, craft or product; or interacts with potential customers in or around the Special Event, taking names for the purpose of making future sales, offering applications or materials for future sales, or in any other participating operation or attempting to publicly sell or offer for sale any such article or service.

(C) **Permit Required**. A Special Event Permit shall be required under this section prior to and as a condition of any person, party, firm or corporation undertaking a special event. A Special Event Permit shall be issued in the name of the Special Event Organizer, who shall be responsible for the conduct and supervision of all activities authorized under the Special Event Permit, whether or not said Special Event Organizer is present at the special event location. However, this does not preclude enforcement of statutory or ordinance violations against individuals conducting the activities under such

permit. A Special Event Permit issued pursuant to this section shall authorize only those activities described in the permit.

(D) **Exceptions.**

- (1) A special event organized and approved by the Village of Somers.
- (2) Activities which would otherwise be described as a special event which have been organized and approved pursuant to a lease or other agreement between an Event Organizer and the Village of Somers.

(E) **Application.** Application for a Special Event Permit shall be fully completed, properly executed, and filed not more than three hundred sixty-five (365) days and not less than thirty (30) days prior to the special event with the Village Clerk/Treasurer on a form designed for that purpose. The application shall:

- (1) Identify the Special Event Organizer's name, address and telephone number(s);
- (2) Set forth the exact date(s) and times of the special event;
- (3) Describe the specific location of the premises for which a Special Event Permit is sought, including a scaled site plan, detailing locations for vending, entertainment, stages, portable restrooms, tents, parking, garbage collection, etc.;
- (4) Include an operational plan describing the special event and detailing actions the Special Event Organizer will take to support the objectives of this section. The operational plan must address the Permit Standards (Section H) and Permit Conditions (Section I) of this section;
- (5) Describe all Village services required, if any;
- (6) Any other relevant information requested on the application form which is reasonably necessary to a fair determination as to whether the Special Event Permit should be issued.

(F) **Permit Application Fee.** If filed forty-five (45) days or more prior to the special event, the non-refundable permit fee shall be Seventy-five (\$75.00) Dollars per event application. If filed less than forty-five (45) days, but at least thirty (30) days prior to the special event, the non-refundable permit fee shall be One Hundred Fifty (\$150.00) Dollars per event application. The following types of special events are exempt from paying the licensing fee if the application is filed forty-five (45) days or more prior to the date of the special event:

- (1) A special event presented by the Village or Town of Somers shall be deemed to be a permitted special event.

(2) Activities sponsored and organized by an accredited school, school system, college, bonafide youth organizations, bonafide veteran's organization, church or bonafide religious organization upon authorization of the Reviewing Authority responsible for use of the Village property.

(G) **Review.** Applications for Special Event Permits shall be referred by the Clerk/Treasurer to the Department of Public Works, Kenosha County Sheriff's Department, Fire Department, and any other affected Village Department for review and written comment. Within ten (10) days of receiving the application the Village and any other affected Department shall send their comments to the Clerk/Treasurer to be forwarded to the Reviewing Authority for consideration. Upon the conclusion of the ten (10) day Departmental review period, the Reviewing Authority shall complete its review and grant, grant with conditions or deny the application within twenty-eight (28) days. Whenever a permit application is denied, a statement of the reason(s) for denial shall be provided to the applicant in writing.

(H) **Standards For Permit Issuance.** The Reviewing Authority shall consider the following standards for permit issuance and grant a permit only upon finding that:

(1) The proposed special event is incidental to an appropriate recreational or cultural use of the location, taking into consideration all land use regulations for the location, including zoning and any Conditional Use Permit requirements.

(2) The operational plans submitted by the Special Event Organizer will promote the health, safety and general welfare of the public and the good order of the Village.

(3) The activity or use will be in compliance with applicable Federal, State, County and Village laws, rules and regulations.

(4) The activity or use will not create an unreasonable risk of loss of life, personal injury or property loss or damage or otherwise threaten the public health, safety or welfare.

(5) The activity or use will not unreasonably interfere with the use of the location or surrounding areas by the general public and is consistent with uses in the surrounding neighborhood.

(6) The activity or use will not entail an unusual, extraordinary or burdensome expense to the Village which is not recovered in the permit fees or charges.

(I) **Permit Conditions.** Because all special events are unique and independent in terms of type, purpose, location, size, duration and participation, presenting unique issues and circumstances and challenges with regard to the health, safety and general welfare of the public, the Reviewing Authority, as a condition of issuance, may adopt reasonable operational rules, regulations and requirements for the special event. Notwithstanding the foregoing, the following permit conditions are applicable to all special events:

- (1) Compliance with applicable Federal, State, County and Village laws, rules and regulations including licensing conditions and operational requirements.
- (2) Execution of an Indemnity and Hold Harmless Agreement.
- (3) Provide private security for traffic, parking and/or crowd control.
- (4) Clean up area immediately following use.
- (5) Supervise all persons using the location under authority of the Special Event Permit to ensure compliance with the permit conditions.
- (6) Reimbursement to the Village of costs incurred in enforcing permit standards and conditions.
- (7) Procure and maintain one (1) or more liability insurance policy(ies) written by one (1) or more insurance company(ies) licensed to do business in the State of Wisconsin as required by paragraph L of this section.
- (8) Procure any other license or permit required for the activity.
- (9) No later than fourteen (14) days prior to the event, submit a list of all vendors who will be vending during the special event. If a special event consists of reoccurring non-consecutive days, the vendor list must be amended to reflect additions when applicable.
- (10) Have separate, clean and immediately accessible toilet facilities for each sex on the premises.

(J) **Village Services.** Special events provide recreational programs which are an enhancement to the quality of life for the residents of the Village to which the Village may contribute Village services. If the special event will require the use of Village equipment or services, the Special Event Organizer shall pay the actual cost, as determined by the Village staff, for the use of such equipment or services.

This may include, but is not limited to, equipment rental; equipment installation; personnel costs for set up and tear down; and waste removal. As a condition of approval of an application, the applicant shall pay, at the time the application is filed, the cost of any Village services identified. The cost for use of Village venues with regularly established fees, for protective services provided by the Kenosha County Sheriff's Department and the Somers Fire Department, as well as costs paid to third parties such as utility charges and insurance premiums, shall be the sole responsibility of the Special Event Organizer. All charges shall be paid in full within thirty (30) days of billing.

A special event presented by the Village or Town of Somers shall be exempt from paying the costs described herein.

(K) **Issuance.** To assure that conditions and insurances are in place throughout the Special Event, proof of insurances required pursuant to paragraph L., shall be a condition of issuance.

(L) **Insurance.**

(1) If the special event will occur partially or entirely on Village of Somers property, the Special Event Organizer shall, at a minimum, procure and maintain during the term of the Special Event occurrence based insurance policies, hereinafter specified insuring the Special Event and all associated Special Event activities. The Reviewing Authority may require additional coverages and/or increased coverage when deemed necessary.

(a) Commercial General Liability:

(i) General Aggregate—Two Million (\$2,000,000.00) Dollars.

(ii) Each Occurrence—One Million (\$1,000,000.00) Dollars.

(b) Automobile Liability: (When required as a permit condition)

(i) Combined single limit coverage for bodily injury and property damage per accident in the amount of One Million (\$1,000,000.00) Dollars.

(c) Liquor Liability Coverage (When alcohol is approved for the Special Event)

(i) General Aggregate—One Million (\$1,000,000.00) Dollars

(ii) Each Occurrence—One Million (\$1,000,000.00) Dollars

(d) Umbrella Liability in the following amounts over the Commercial General Liability and Automobile Liability amounts listed herein: (When required as a permit condition)

(i) Two Million (\$2,000,000.00) Dollars per person

(ii) Two Million (\$2,000,000.00) Dollars aggregate

The Commercial General Liability coverages required herein may be subject to a deductible or self-insured retention. If the Commercial General Liability insurance coverage policy has a deductible or self-insured retention, said deductible or self-insured retention cannot exceed Five Thousand (\$5,000.00) Dollars. The Umbrella Liability policy shall not contain exclusions or exceptions not present in the General Liability insurance policy.

(2) **Certificate of Insurance**. The insurance coverages listed above shall be verified by a Certificate of Insurance issued to the Village and shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing company will mail ten (10) days written notice to the certificate holder.

(3) **Additional Named Insured Endorsement**. For special events requiring insurance coverage, the Village must be named as an additional insured on the Commercial General Liability, Automobile Liability, Liquor Liability and the Umbrella Liability. The Special Event Organizer shall provide the Village with a copy of the Endorsement(s) naming the Village as an additional insured.

(4) **Cancellation Endorsement**. All insurance policies maintained pursuant to this section will provide by endorsement that they may not be terminated nor may coverage be reduced except after ten (10) days' prior written notice to the Village. The Special Event Organizer shall provide the Village with a copy of the Cancellation Endorsement.

(5) **Primary Insurance Endorsement**. All policies maintained pursuant to this section will provide by endorsement that said policies are primary, not contributing with and not supplemental to the coverage that the Village may carry. The Special Event Organizer shall provide the Village with a copy of the Primary Coverage Endorsement.

(6) **Waiver of Subrogation Endorsement**. All policies maintained pursuant to this section shall by endorsement, waive all claims of subrogation and/or contribution against the Village that the Insurer may have arising out of the special event. The Special Event Organizer shall provide the Village with a copy of the Waiver of Subrogation Endorsement.

(M) **Laws**. There must be strict compliance with all applicable laws, specifically including the Fire Prevention Code and related permit requirements and when alcohol is served obtaining State required licenses embodied in Chapter 11 of the Code of General Ordinances.

(N) **Protective Service Accessibility**. At any time during the application review process or during the operation or maintenance of the special event, the Special Event Organizer and every affected Vendor shall comply with the orders or directives of members of the Kenosha County Sheriff's Department or Somers Fire Department regarding the keeping of accessibility lanes open for potential and actual emergency response. Failure to comply with such lawful orders or directives is a violation of this Chapter, which may result in the closure of a portion of the special event, closure of the entire special event, and/or citations appropriate under the Code of General Ordinances.

(O) **Operational Regulation**. A special event must be operated in strict compliance with the terms of this Section, the approved application and supporting documentation and all permit conditions adopted by the Reviewing Authority. Failure to do so shall be subject to an order to suspend and terminate the special event or event activities at the sole discretion of the enforcement authorities in furtherance of this Section.

(P) **Enforcement**. The enforcement of this Section shall be under the jurisdiction of the

Village Building Inspector, Somers Fire Department and Kenosha County Sheriff's Department, who shall have the authority to inspect a special event to determine compliance with this Section.

(Q) **Suspension or Revocation of Permit.** The Reviewing Authority may suspend or revoke any permit issued hereunder which is operated contrary to the terms of a permit issued under this Section, upon providing permit holder with a reasonable time, not to exceed ten (10) days, in which to file a written request with the Village Clerk/Treasurer to be heard in said matter, and show cause why the proposed action should not be taken. However, a permit may be administratively suspended by an Enforcing Authority identified in paragraph (P) without prior notice or opportunity to be heard where it constitutes an immediate danger to the public health, safety or welfare, where the special event is not operated in conformance with representations made in the application and the approved permit contrary to the provisions of this Section. In such cases, an opportunity for a post-removal hearing shall be provided following the foregoing provisions for an appeal.

(R) **Penalty.** Any person, firm, corporation or permittee who violates any provision of this Section, shall, upon conviction, forfeit not less than Two Hundred (\$200.00) Dollars and not more than Five Hundred (\$500.00) Dollars, plus costs of prosecution, in addition to all applicable surcharges and assessments. A person may be incarcerated in the County Jail for not more than ninety (90) days for non-payment of their forfeiture.

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

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

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

WORK SESSION: December 6th, 2022

TO: Village President Stoner and Village Trustees

FROM: Jason J. Peters, Administrator

AGENDA ITEM: #11 Discuss possible restrictions on the following streets:

- 64th Ave. – No parking on anytime on either side of 6^{4th} Avenue from 45th Street to its termination.
- 1st Way – No parking anytime on either side of 1st Way from CTH KR to 62nd Avenue.
- 62nd Ave.- No parking anytime on either side of 62nd Avenue from 1st Way to its termination.
- 28th St. – No parking anytime on either side of 28th Street from 120th Avenue to 113th Avenue.
- 113th Ave. – No parking anytime on 113th Ave. from CTH S to its termination.

BACKGROUND:

Public Works has requested that the Board discuss the possibility of posting 1st Way and 62nd Avenue, 28th Street and 113th Avenue, and 64th Avenue as “No Parking”. Attorney Davison has drafted the requisite ordinance to post these areas as “No Parking”

COMMENTS:

Staff requests direction as to whether the Board wishes to add this item to the Board Meeting Agenda for December 13th, 2022.

ATTACHMENTS:

Proposed No Parking Areas

Proposed Ordinance



1 Inch =75 Feet

DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

Date Printed: 12/1/2022



1 Inch =225 Feet

DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

Date Printed: 12/1/2022



NO PARKING
Anytime on Either Side
of
64th Avenue



1 Inch =56 Feet

DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

Date Printed: 12/1/2022

ORDINANCE NO. _____

AN ORDINANCE TO CREATE SECTIONS 7.03(E), (F), (G), (H) and (I)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING NO PARKING

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby creates Section 7.03(E), (F), (G), (H) and (I) of the Code of Ordinances of the Village of Somers to read as follows:

- (E) No parking on either side of 63rd Avenue from 45th Street to its termination.
- (F) No parking on either side of 1st Way from CTH "KR" to 62nd Avenue.
- (G) No parking on either side of 62nd Avenue from 1st Way to its termination.
- (H) No parking on either side of 28th Street from 120th Avenue to 113th Avenue.
- (I) No parking on either side of 113th Avenue from CTH "S" to its termination.

Dated at Somers, Wisconsin, this _____ day of _____, 202____.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer



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

WORK SESSION: December 6th, 2022

TO: Village President Stoner and Board of Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #12 Discussion regarding CIP Program

BACKGROUND:

President Stoner has requested some time at our December 6th Work Session to discuss the CIP program.

ATTACHMENTS:

Public Works Memo regarding CIP

To: Village President George Stoner
 Village Trustees J. Aupperle, B. Harbach, J. Nelson, K. Ostby, G. Sinnen, and J. Smith
 Village Administrator Jason Peters
 Re: Village of Somers Public Works 2023 CIP Proposal
 From: Jerry Smith
 Date: November 29, 2022

Overview

Snow Patrol Dump Trucks

Due to the aging of the Somers Public Works snow patrol fleet, I am proposing that the Village of Somers budget monies for the replacement of two snow patrol vehicles. Both vehicles are 2009 Freightliner dump trucks outfitted with Monroe snow plowing and snow maintenance equipment. One vehicle is a tandem axle 12-yard capacity truck, and the other vehicle is a dual axle 5-yard capacity truck.

The lead time on these vehicles is estimated to be 1 ½ years, so delivery of these vehicle will not happen until the year 2024 and I ask at this time the Village Trustees budget and set aside monies for the purchase.

12-Yard Snow Patrol Truck

Peterbilt 12-Yard Plow Truck Chassis -	\$ 135,784.54
Monroe 12-Yard Plow Accessories -	130,240.00
Estimated Price Increases at 10% -	26,602.45
	=====
Proposed Budgeted Amount =	\$ 292,626.99

5-Yard Snow Patrol Truck

Peterbilt 5-Yard Plow Truck Chassis -	\$ 127,711.10
Monroe 5-Yard Plow Accessories -	130,240.00
Estimated Price Increases at 10% -	25,795.11
	=====
Proposed Budgeted Amount =	\$ 283,746.21

Front-End Wheel Loader

The Public Works JCB Backhoe is over 20 years old and is continuously requiring repairs. With the purchases of the new Mecalac equipment this machine has become somewhat obsolete, and I am proposing that we dispose of this machine and upgrade our capabilities with the purchase of a Front-End Wheel Loader.

Preliminary pricing is as follows:

Case Model 621G (8 to 12 mth. lead time)	-	\$ 225,000
Caterpillar Model 926 (8 to 12 mth. lead time)	-	\$ 260,000
Komatsu Model WA270 (2 to 3 mth. lead time)	-	\$ 220,000
John Deere Model 544	-	Price to be determined

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

**Village Board Meeting
Tentative Agenda
Tuesday, December 13, 2022
5:30 p.m.**

Village Board Meeting:	
Item #	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on November 22, 2022 Special Meeting November 29, 2022. Vouchers dated November 24, 2022, December 1, 2022, and December 8, 2022
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Action on request for partial payment #4 from Willkomm Excavating & Grading, Inc. in the amount of \$13,021.12 for work on 2022 Water Mains (Becknell & First Park 94)
8	Action on change order #2 from Willkomm Excavating & Grading, Inc. in the amount of \$23,433.55 for work on 2022 Water Mains (Becknell & First Park 94)
9	Action on request from Tyler and Deleen Nehls for Release of Conservation Easement on Tax Parcels # 83-4-223-064-0213 & 83-4-223-064-0214 (507 13t Avenue)
10	Action on Ordinance No. 2022-0XX, An Ordinance to Create Sections 7.03(E), (F), (G), (H) and (I) of the Code of Ordinance of the Village Of Somers Regarding No Parking
11	Approval of Operator's Licenses: Jennifer Vander Loop
12	Adjourn

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

Dated this 2nd day of December_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**