

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

**Village Board Meeting
Agenda
Tuesday, May 9, 2023
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 April 25, 2023, Vouchers dated April 27, 2023, and May 4, 2023, and April 2023 Building Report
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Update on upcoming proposed 2023A General Obligation Borrowing
8	Action on request for approval of a Recurring Special Event Application from the Hyslop Foundation, Inc. (Hawthorn Hollow Nature Sanctuary & Arboretum) located at 880 Green Bay Road
9	Action on request for approval of a Recurring Special Event Application from the J. Smith Farms, Inc. (Jerry Smith Farm) located at 7150 18th Street
10	Action on proposed Ordinance 2023-011, an Ordinance to Repeal and Recreate Section 12.08(X) of the Code of Ordinances of the Village of Somers Regarding Penalties to be Imposed for the Violation of Various Sections of Chapter 12 of the Code of Ordinances
11	Action on proposed Ordinance 2023-012, an Ordinance to Repeal and Create Section 9.25 of the Code of Ordinances of the Village of Somers Regarding Penalties and Forfeitures (Shoplifting)
12	Action on proposed Ordinance 2023-013, an Ordinance to Repeal and Create Section 21.145 of the Code of Ordinances of the Village of Somers Relating to Parking and Storage Regulations in Certain Zoning Districts

13	Action on proposed Ordinance 2023-014, an Ordinance to Create Section a Definition in Appendix “A” – Definitions to the Zoning Code of Village of Somers Relating to Shipping Containers
14	Discussion and possible action on request for Final Payment from Willkomm Excavating & Grading, Inc. in the amount of \$28,410.93 for work on 2022 Water Mains (Becknell & First Park 94)
15	Approval of Operator’s Licenses: Caytlyn Militello
16	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the May 9, 2023, Village Board Meeting & Agenda in 1 public place & on the Village website.

Dated this 5th day of May 2023

Brandi Baker, Clerk-Treasurer

Requests from persons with disabilities who need assistance to participate in this meeting should be made to the Clerk’s Office at 262-859-2822 with as much notice as possible. **Notice is hereby given that members of the Village Board may participate telephonically. Notice is hereby given that members of the Town Board may be in attendance for the sole purpose of gathering information. A quorum may be present. However, no Board action will be taken.**

**Village of Somers
Proceedings from the Regular Board Meeting April 25, 2023**

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

President Stoner led the Pledge of Allegiance.

Present: President Stoner, Trustees Ben Harbach, Jackie Nelson, Jack Aupperle, Joe Smith, Karl Ostby, and Scott Fredrick. Also present: Administrator Jason Peters, Clerk/Treasurer Brandi Baker, Assistant to the Administrator Kevin Poirier, and Attorney Jeff Davison.

Consent and Approval of Minutes of Regular meetings on April 11, 2023, Vouchers dated April 13, 2023, and April 20, 2023, and Investment Summary Report for March

Trustee Aupperle moved to approve the Minutes of Regular meetings on April 11, 2023, Vouchers dated April 13, 2023, and April 20, 2023, Investment Summary Report for March.

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

Trustee Harbach inquired about a payment to Rudie Frank. It was explained this is the architecture for the auditorium remodel.

Correspondence

None

Citizen Comments

None

President and Trustee Comments

Trustee Aupperle mentioned the ditch is cleaned up of litter on the HWY 31 corridor. Administrator Peters mentioned that the Village will clean the brush and the businesses will maintain.

Trustee Smith asked what was going on HWY E and HWY H. President Stoner explained the gas company was replacing a valve.

President Stoner spoke about the KABA meeting that morning. Mentioned that projects in the Village are moving along. Mentioned the Pre-Con meeting on Thursday April 27, 2023 for the lift station project.

Public Hearing on Resolution 2023-005, a Petition to Remove Territory from Utility District No. 1

President Stoner opened the public hearing at 5:35 pm.

No discussion.

President Stoner closed the public hearing at 5:35 pm.

Action on Resolution 2023-005, An Order to Removing Territory from the Village of Somers Utility District No. 1

Trustee Aupperle moved to approve Resolution 2023-005, An Order to Removing Territory from the Village of Somers Utility District No. 1

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

Public Hearing on Resolution 2023-006, A Resolution regarding FEMA's recent Letter of Map Revision for the area known as Unnamed Tributary No. 8 to Kilbourn Ditch Overflow

President Stoner opened the public hearing at 5:37 pm.

No discussion.

President Stoner closed the public hearing at 5:37 pm.

Action on Resolution 2023-006, A Resolution regarding FEMA's recent Letter of Map Revision for the area known as Unnamed Tributary No. 8 to Kilbourn Ditch Overflow

Trustee Harbach moved to approve Resolution 2023-006, A Resolution regarding FEMA's recent Letter of Map Revision for the area known as Unnamed Tributary No. 8 to Kilbourn Ditch Overflow

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

Trustee Harbach asked about DNR approval.

Administrator Peters explained the Resolution.

Attorney Davison explained the procedure.

Action on proposed Ordinance 2023-009, An Ordinance to Repeal and Recreate Section ZN 4.08(1)(a) 5b of the Code of Ordinance of the Village of Somers Relating to the Official Maps and Revisions

Trustee Aupperle moved to waive the 1st reading of proposed Ordinance 2023-009, An Ordinance to Repeal and Recreate Section ZN 4.08(1)(a) 5b of the Code of Ordinance of the Village of Somers Relating to the Official Maps and Revisions

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

Trustee Ostby moved to approve proposed Ordinance 2023-009, An Ordinance to Repeal and Recreate Section ZN 4.08(1)(a) 5b of the Code of Ordinance of the Village of Somers Relating to the Official Maps and Revisions.

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

Administrator Peters explained the Ordinance.

Plan Commission Recommendations (Funk Trust & Golden Oil):

- a. Action on Request by: Arlo F and Jeanne L Funk Trust, 27822 Santa Anita Blvd, Wesley Chapel, FL 33544 (Owner), Paul Bhardwaj, Golden Oil LLC, 1170 22nd Ave., Kenosha, WI 53140 (Agent), requests a rezoning from A-1 Agricultural Preservation Dist. to A-4 Agricultural Land Holding Dist. & A-1 Agricultural Preservation Dist., on Tax Parcel #82-4-222-073-0102, located in the SW ¼ of Section 7, T2N, R22E, Village of Somers. (For informational purposes only, this property is located at the NE corner of CTH E and East Frontage Rd.)**

Trustee Ostby moved to approve the request by: Arlo F and Jeanne L Funk Trust, 27822 Santa Anita Blvd, Wesley Chapel, FL 33544 (Owner), Paul Bhardwaj, Golden Oil LLC, 1170 22nd Ave., Kenosha, WI 53140 (Agent), requests a rezoning from A-1 Agricultural Preservation Dist. to A-4 Agricultural Land Holding Dist. & A-1 Agricultural Preservation Dist., on Tax Parcel #82-4-222-073-0102, located in the SW ¼ of Section 7, T2N, R22E, Village of Somers, subject to the following conditions:

1. Subject to final Certified Survey Map being reviewed and approved by Village Planning; and
2. Subject to final Certified Survey Map being reviewed and approved by Village Engineer.”

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

- b. Action on Request by: Arlo F and Jeanne L Funk Trust, 27822 Santa Anita Blvd, Wesley Chapel, FL 33544 (Owner), Paul Bhardwaj, Golden Oil LLC, 1170 22nd Ave., Kenosha, WI 53140 (Agent), requests approval of a Certified Survey Map (undated CSM prepared by Ryan Wilgreen of Excel Engineering) to create one (1) 25.00-acre Lot and one (1) 37.027-acre Lot from Tax Parcel # 82-4-222-073-0102, located in the SW ¼ of Section 7, T2N, R22E, Village of Somers. (For informational purposes only, this property is located at the NE corner of CTH E and East Frontage Rd.)**

Trustee Ostby moved to approve the request by: Arlo F and Jeanne L Funk Trust, 27822 Santa Anita Blvd, Wesley Chapel, FL 33544 (Owner), Paul Bhardwaj, Golden Oil LLC, 1170 22nd Ave., Kenosha, WI 53140 (Agent), requests approval of a Certified Survey Map (undated CSM prepared by Ryan Wilgreen of Excel Engineering) to create one (1) 25.00-acre Lot and one (1) 37.027-acre Lot from

Tax Parcel # 82-4-222-073-0102, located in the SW ¼ of Section 7, T2N, R22E, Village of Somers. subject to the following conditions:

1. Subject to final Certified Survey Map being reviewed and approved by Village Planning; and
2. Subject to final Certified Survey Map being reviewed and approved by Village Engineer.”

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

Action on proposed Ordinance 2023-010, an Ordinance to repeal and recreate section 13.55 Appendix “A” of the Code of Ordinances of the Village of Somers relating to the amount of Sewer service charges

President Stoner moved to table Ordinance 2023-010, an Ordinance to repeal and recreate section 13.55 Appendix “A” of the Code of Ordinances of the Village of Somers relating to the amount of Sewer service charges until he can receive the information he requested from staff.

Seconded by Trustee Fredrick.

ROLL CALL VOTE: Fredrick aye, Nelson aye, Stoner aye, Aupperle nay, Ostby nay, Harbach nay, Smith nay. Motion failed. 3-4 vote.

Trustee Nelson moved to waive 1st reading of proposed Ordinance 2023-010, an Ordinance to repeal and recreate section 13.55 Appendix “A” of the Code of Ordinances of the Village of Somers relating to the amount of Sewer service charges
Seconded by Trustee Ostby. Motion carried. 7-0 vote.

Trustee Aupperle moved to approve proposed Ordinance 2023-010, an Ordinance to repeal and recreate section 13.55 Appendix “A” of the Code of Ordinances of the Village of Somers relating to the amount of Sewer service charges
Seconded by Trustee Ostby. Motion carried. 7-0 vote.

Trustee Ostby explained this pass through is a separate issue form the Administration fee.

Trustee Aupperle agreed that the increase from Mt. Pleasant is separate from the Administration fee.

Trustee Fredrick talked about the shared cost from the lift stations.

Trustee Harbach inquired about the last increase.

Trustee Nelson asked if the Mt. Pleasant increase has already passed.

President Stoner asked staff to investigate the Administrator fee.

Action on proposed Resolution 2023-007, A Resolution in Support of the City Burlington's effort to amend Wisconsin State Statute 125.51(4)(e) to allow the transfer of "Class B" liquor licenses throughout an entire county

Trustee Harbach moved to approve proposed Resolution 2023-007, A Resolution in Support of the City Burlington's effort to amend Wisconsin State Statute 125.51(4)(e) to allow the transfer of "Class B" liquor licenses throughout an entire county

Seconded by Trustee Ostby. Motion carried. 6-1 Vote, Trustee Aupperle- nay.

Trustee Fredrick expressed his disapproval. Asked if we could tap into the City of Kenosha's licenses.

Trustee Nelson asked how many Somers has, Clerk Baker answered that there is nine "Class B" licenses available.

Trustee Ostby explained that the current trend is seeing fewer taverns.

Discussion and possible action on change order #3 from Camosy Construction Inc. for Lift Station No. 1A and Water Transfer Station

Trustee Aupperle moved to approve change order #3 from Camosy Construction Inc. for Lift Station No. 1A and Water Transfer Station.

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

Engineer Snyder explained the purpose of the Change Order.

Discussion and possible action on request for Final Payment from Camosy Construction Inc. in the amount of \$139,512 for work on Lift Station 1A and Water Transfer Station

Trustee Aupperle moved to approve request for Final Payment from Camosy Construction Inc. in the amount of \$139,512 for work on Lift Station 1A and Water Transfer Station

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

Trustee Harbach asked if the conditions from the letter on April 21, 2023 have been met.

Engineer Snyder explained they have not and suggested this be approved contingent on those being met.

Trustee Aupperle moved to approve request for Final Payment from Camosy Construction Inc. in the amount of \$139,512 for work on Lift Station 1A and Water Transfer Station contingent on the Engineer's letter dated April 21, 2023 conditions being met.

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

Action on re-appointment of Donald Boxx to Plan Commission (3-year term to expire 04/30/2026)

Trustee Ostby moved to approve re-appointment of Donald Boxx to Plan Commission (3-year term to expire 04/30/2026)

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

Action on appointment of Gregg Thompson to Plan Commission (3-year term to expire 04/30/2026)

Trustee Nelson moved to approve appointment of Gregg Thompson to Plan Commission (3-year term to expire 04/30/2026)

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

Action on appointment of Vincent Chambers to Plan Commission (3-year term to expire 04/30/2026)

Trustee Smith moved to approve appointment of appointment of Vincent Chambers to Plan Commission (3-year term to expire 04/30/2026)

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

Action on appointment of Patrick Juliana, as alternate to Plan Commission (3-year term to end 04/30/2026)

Trustee Aupperle moved to approve appointment of Patrick Juliana, as alternate to Plan Commission (3-year term to end 04/30/2026)

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

Approval of Operator's Licenses: Joseph Meier, Allie Hedges, and Tracy Mcallister

Trustee Aupperle moved to approve Operator Licenses: Joseph Meier, Allie Hedges, and Tracy Mcallister

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

Adjourn

Trustee Nelson moved to Adjourn at 6:02pm.

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

Drafted this 26th day of April by Brandi Baker Clerk/Treasurer

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

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
04/27/2023	POOL	61742	BAT001	BATTERIES PLUS LLC	25.15
04/27/2023	POOL	61743	BAXTER	BAXTER & WOODMAN	200.00
04/27/2023	POOL	61744	BAKER	BRANDI BAKER	150.00
04/27/2023	POOL	61745	CDWGOV	CDW GOVERNMENT	640.00
04/27/2023	POOL	61746	SPECTRUM	CHARTER COMMUNICATIONS	344.15
04/27/2023	POOL	61747	SPECTRUM	CHARTER COMMUNICATIONS	24.12
04/27/2023	POOL	61748	EMC	EMC INSURANCE COMPANIES	25,691.75
04/27/2023	POOL	61749	THOMASEMS	EMS HOLDINGS	368.12
04/27/2023	POOL	61750	UHS001	FROEDTERT SOUTH INC	802.15
04/27/2023	POOL	61751	JEF001	JEFFERSON FIRE & SAFETY INC	122.62
04/27/2023	POOL	61752	JOHNS	JOHNS DISPOSAL SERVICE INC	62,796.75
04/27/2023	POOL	61753	KARLSTORZ	KARL STORZ ENDOSCOPY-AMERICA INC	244.92
04/27/2023	POOL	61754	MEN001	MENARDS - RACINE	70.50
04/27/2023	POOL	61755	MORTON	MORTON SALT	6,623.72
04/27/2023	POOL	61756	MTP001	MT PLEASANT SEWER UTILITY	41,540.00
04/27/2023	POOL	61757	RLBHYD	RLB HYDRAULIC SERVICE INC	296.25
04/27/2023	POOL	61758	WEE001	WE ENERGIES	35.54
04/27/2023	POOL	61759	WIL002	WIL-KIL PEST CONTROL	168.70

POOL TOTALS:

Total of 18 Checks:	140,144.44
Less 0 Void Checks:	0.00
Total of 18 Disbursements:	140,144.44

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
05/04/2023	POOL	61763	A&R001	A & R DOOR SERVICES INC	4,355.00
05/04/2023	POOL	61764	ACCURATE	ACCURATE PRINTING CO., INC	194.00
05/04/2023	POOL	61765	ALERTALL	ALERT-ALL CORP	1,123.00
05/04/2023	POOL	61766	KRISHNAN	ANANDHI KRISHNAN	50.00
05/04/2023	POOL	61767	KREYE	ANDREW KREYE	1,170.66
05/04/2023	POOL	61768	BRUM	ANN BRUMBACK	52.46
05/04/2023	POOL	61769	AAC001	ASSOCIATED APPRAISAL	3,035.00
05/04/2023	POOL	61770	AT&T001	AT&T	115.44
05/04/2023	POOL	61771	AT&T001	AT&T	264.72
05/04/2023	POOL	61772	BAXTER	BAXTER & WOODMAN	34,836.25
05/04/2023	POOL	61773	BAXTER	BAXTER & WOODMAN	29,615.95
05/04/2023	POOL	61774	TRI-VISA	CARDMEMBER SERVICE	2,314.78
05/04/2023	POOL	61775	CSC001	CENTURY SECURITY	220.00
05/04/2023	POOL	61776	CFS001	CONSERV FS, INC	550.60
05/04/2023	POOL	61777	CORE	CORE & MAIN LP	693.30
05/04/2023	POOL	61778	EME001	EMERGENCY MEDICAL PRODUCTS INC	1,208.53
05/04/2023	POOL	61779	FIRESEV	FIRE SERVICE INC	542.85
05/04/2023	POOL	61780	GENERAL	GENERAL CODE	995.00
05/04/2023	POOL	61781	STO001	GEORGE STONER	319.03
05/04/2023	POOL	61782	JCLICHT	JC LICHT LLC	67.97
05/04/2023	POOL	61783	JEF001	JEFFERSON FIRE & SAFETY INC	37,434.89
05/04/2023	POOL	61784	SOR001	JOHN E SORENSEN	61.78
05/04/2023	POOL	61785	KENCITY	KENOSHA CITY TREASURER	176,389.07
05/04/2023	POOL	61786	KTC001	KENOSHA TROPHY COMPANY	30.00
05/04/2023	POOL	61787	KWU001	KENOSHA WATER UTILITY	32,501.77
05/04/2023	POOL	61788	LOR001	LORENZ EXCAVATING & TOP-SOIL	240.00
05/04/2023	POOL	61789	MCDEVITTS	MCDEVITTS TOWING & REPAIR	724.00
05/04/2023	POOL	61790	ODPBUS	ODP BUSINESS SOLUTIONS, LLC	973.29
05/04/2023	POOL	61791	PAY001	PAYNE & DOLAN INC	3,564.94
05/04/2023	POOL	61792	RICOHUSA	RICOH USA, INC	644.44
05/04/2023	POOL	61793	SAFEHARBOR	SAFE HARBOR HUMANE SOCIETY	845.39
05/04/2023	POOL	61794	SEYMOUR	SCOTT SEYMOUR	269.50
05/04/2023	POOL	61795	STAPLEAD	STAPLES	151.99
05/04/2023	POOL	61796	STERICYCLE	STERICYCLE INC	16.01
05/04/2023	POOL	61797	THEJOURNAL	THE JOURNAL TIMES	529.26
05/04/2023	POOL	61798	TKITZ	TIMOTHY KITZMAN	24.25
05/04/2023	POOL	61799	UOC001	UNITED OCC MED &	290.25
05/04/2023	POOL	61800	WEE001	WE ENERGIES	155.56
05/04/2023	POOL	61801	WEE002	WE ENERGIES	93.28
05/04/2023	POOL	61802	WAM001	WILLIAM A MORRIS	149.42

POOL TOTALS:

Total of 40 Checks:	336,813.63
Less 0 Void Checks:	0.00
Total of 40 Disbursements:	336,813.63

Village of Somers

ACH payments and checks from Payroll system during the month of April 2023

DATE	CHECK#	PAYABLE TO	AMOUNT
4/1/2023	EFT788	DELTA DENTAL	\$ 3,143.35
4/1/2023	EFT789	DELTA DENTAL & VISION	\$ 83.86
4/4/2023	61659	METLIFE	\$ 565.00
4/5/2023	EFT795	INTERNAL REVENUE SERVICE	\$ 31,350.10
4/5/2023	EFT796	WI DEPT. OF REVENUE	\$ 3,918.50
4/5/2023	EFT797	WI SCTF	\$ 1,170.60
4/5/2023	ACH	PNP BILLPAYMENT	\$ 148.00
4/7/2023	EFT798	SOMERS FIRE FIGHTERS	\$ 300.00
4/7/2023	ACH	SOMERS PAYROLL	\$ 66,423.82
4/11/2023	ACH	ANALYSIS LOSS FEE/MISC FEE	\$ 529.03
4/17/2023	ACH	SAM'S CLUB - BILL PAYMENT	\$ 4,245.02
4/18/2023	61721	SECURIAN FINANCIAL GROUP, INC	\$ 959.51
4/18/2023	61722	SECURIAN FINANCIAL GROUP, INC	\$ 30.02
4/18/2023	EFT799	INTERNAL REVENUE SERVICE	\$ 25,793.64
4/18/2023	EFT800	WI DEPT. OF REVENUE	\$ 5,393.94
4/18/2023	ACH	PNP BILLPAYMENT	\$ 498.00
4/19/2023	61723	METLIFE	\$ 565.00
4/19/2023	EFT801	EMPLOYEE TRUST FUNDS	\$ 42,042.04
4/19/2023	EFT806	WI SCTF	\$ 1,230.78
4/20/2023	ACH	KWIK TRIP	\$ 5,760.54
4/21/2023	ACH	SOMERS PAYROLL	\$ 81,223.65
4/21/2023	61718	SEYMOUR, LINDA A	\$ 125.00
4/21/2023	61719	SANTORO, DAWN	\$ 125.00
4/21/2023	61720	MCDONALD, LORI	\$ 125.00
4/21/2023	EFT807	SOMERS FIRE FIGHTERS	\$ 300.00
4/21/2023	ACH	PNP BILLPAYMENT	\$ 98.00
4/24/2023	EFT808	LIBERTY NATIONAL	\$ 739.44
4/24/2023	ACH	PNP BILLPAYMENT	\$ 213.10
4/28/2023	EFT804	AFLAC INSURANCE	\$ 612.04
4/28/2023	EFT805	WI EMPLOYEE TRUST FUNDS	\$ 30,906.79
4/30/2023	EFT802	DELTA DENTAL	\$ 2,879.50
4/30/2023	EFT803	DELTA DENTAL & VISION	\$ 253.58
		TOTAL	\$ 311,751.85
		TAX PAYMENTS VIA ACH	
4/24/2023	ACH	WIRE TRANSFER JP MORGAN-BOND	\$ 1,156,131.25
4/24/2023	ACH	WIRE TRANSFER WELLS FARGO-BOND	\$ 760,025.00
4/24/2023	ACH	WIRE TRANSFER WELLS FARGO-BOND	\$ 327,565.63
4/24/2023	ACH	WIRE TRANSFER WELLS FARGO-BOND	\$ 240,337.50
4/24/2023	ACH	WIRE TRANSFER WELLS FARGO-BOND	\$ 138,300.00
4/24/2023	ACH	WIRE TRANSFER WELLS FARGO-BOND	\$ 117,225.00
4/25/2023	ACH	FUNDS TRANSFER TO LOAN (INTEREST ONLY)	\$ 24,500.57
			\$ 2,764,084.95

VILLAGE/TOWN OF SOMERS – BUILDING REPORT – APRIL, 2023

FUND CODE & DESCRIPTION	NUMBER OF PERMITS	PERMIT FEES MONTHLY	NUMBER OF PERMITS YEAR TO DATE	PERMIT FEES YEAR TO DATE
101-HOUSES			2	4,820.10
101-ADDITIONS & ALTERATIONS-RES	6	310.00	13	655.00
101-ACCSRY BLD	1	254.00	3	354.00
101-OTHER PMT FEE				
101-AGRICULTURAL			1	2,835.00
101-APARTMENTS-MLF				
101-CONDOMINIUM				
101-COMMERCIAL BLD				
101-INDUSTRIAL (COMM)				
101-ADDITIONS & ALTERATIONS-COMM				
101-SIGNS	1	120.00	2	180.00
101-PLUMBING	4	294.00	20	6,935.40
101-HEATING	2	99.00	13	1,601.00
101-ELECTRIC	8	365.70	36	3,819.40
101-POOLS				
101-WRECKING			3	604.96
101-OCCUPANCY	1	100.00	1	100.00
101-FENCE	1	45.00	6	270.00
101-DRIVEWAY			1	45.00
101-CULVERT				
101-MOVING				
101-RIGHT OF WAY ROAD OPENING	3	145.00	10	495.00
101-EROSION CONTROL				
101-VOLUNTARY DONATION IN LIEU OF IMPACT FEES				
101-LANDFILL PMT	1	50.00	1	50.00
101-PUBLIC WKS				
101-PARK FEE			1	1,045.00
101-FIRE STATION				
101-WA MTR HORN				
101-REFUND PERMIT				
SUB-TOTAL 101	28	1,782.70	113	23,809.86
603-UD SR SVC FEE			1	2,800.00
603-				
SUB-TOTAL 603	0	0.00	1	2,800.00
602-KR SR SVC FEE				
SUB-TOTAL 602	0	0.00	0	0.00
601-WA FEE				
601-TEMP WA FEE				
601-WA MTR HORN				
601-WA PMT			1	857.20
601-				
601-				
SUB-TOTAL 601	0	0.00	1	857.20
TOTALS	28	1,782.70	115	27,467.06



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

MEETING DATE: May 9th, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #7 Update on upcoming proposed 2023A General Obligation Borrowing

BACKGROUND:

The 2023 CIP included one paving project. The program included the following project:

Somers Estates	\$1,500,000
<u>Total</u>	<u>\$1,500,000</u>

On April 11th, the Board awarded the project to Payne & Dolan, Inc. The amount of the contract awarded was \$1,223,109.21. The proposed funds for this project were to come from borrowing. At the time the bid was awarded, Staff informed the Board that the amount that they would be requesting to be borrowed would be the original estimate of \$1,500,000 as the bid awarded did not include a contingency fund or engineering fees.

Administration has engaged Ehlers for the sale of our proposed General Obligation debt.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

As may recall in Administrator Peters May 2nd Report, he stated that he expected to have the documentation for the potential sale regarding at our May 9th Board Meeting.

Administrator Peters has been presented with several options for our borrowing. On May 5th, Staff and Trustee Ostby met with Ehlers to go over these options and the effect they could have on our debt levy. Trustee Ostby and Administrator Peters wanted to set some time aside at our May 9th Board Meeting to give the Board an update on where the Village stand as it pertains to our 2023 General Obligation Borrowing.

No action on this matter will be taken at our Board Meeting on May 9th.

ATTACHMENTS:

NONE



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

MEETING DATE: May 9, 2023

TO: Village President Stoner and Village Trustees

FROM: Brandi Baker, Clerk/Treasurer

AGENDA ITEM: #8 Action on request for approval of a Recurring Special Event Application from the Hyslop Foundation, Inc. (Hawthorn Hollow Nature Sanctuary & Arboretum) located at 880 Green Bay Road

#9 Action on request for approval of a Recurring Special Event Application from the J. Smith Farms, Inc. (Jerry Smith Farm) located at 7150 18th Street

BACKGROUND:

On January 24, 2023, The Village Board passed Ordinance No 2023-003 pertaining to Special Event permits. This created Recurring Special Event Permits to certain zoning located in the PR-1, A-2 or I-1 districts.

PRIOR ACTION TAKEN:

These applications were discussed at our May 2, 2023 Work Session

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval of Recurring Special Event Applications for Hawthorn Hollow and Jerry Smith Farms. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

#8

“Motion to approve Recurring Special Event Application from the Hyslop Foundation, Inc. (Hawthorn Hollow Nature Sanctuary & Arboretum) located at 880 Green Bay Road”

#9

“Motion to approve Recurring Special Event Application from the J. Smith Farms, Inc. (Jerry Smith Farm) located at 7150 18th Street”

ATTACHMENTS:

Hawthorn Hollow Application

Jerry Smith Farms Application



HAWTHORN HOLLOW
NATURE SANCTUARY AND ARBORETUM

Brandi Baker
Clerk - Treasurer
Village / Town of Somers
7511 12th Street, P.O. Box 197
Somers, WI 53171

March 24, 2023

Dear Ms. Baker,

Hawthorn Hollow has applied for a recurring special events permit. If granted this permit, could you please consider waiving the accompanying fees?

Hawthorn Hollow is owned and operated by the H. Chris Hyslop Foundation, a private 501c(3) non-profit organization. The now 90 acre Nature Sanctuary is comprised of 3 miles of trails meandering through the woods of the Pike River Valley, restored and remnant prairies, perennial gardens, a Nature Center, 3 Historic Buildings, the Heritage Farmstead, an Observatory, and a 12 acre Arboretum. Hawthorn Hollow hosts over 6,000 students a year with over 30 educational programs. All proceeds from these events provide funds to continue the maintenance operations of this treasured natural resource

Thank you very much,

TJ Leveque
Executive Director
Hawthorn Hollow Nature Sanctuary and Arboretum
880 Green Bay Road
Kenosha, WI 53144
262-552-8196



OFFICE USE ONLY
DATE FILED: _____
INITIALS: _____

Village of Somers
P.O. Box 197
7511 - 12th Street
Somers, WI 53171
262-859-2822

Village of Somers Special Event Permit (Recurring)

Fee: \$ _____

On a separate sheet, list the dates of any proposed events, providing a description for each and specifying the proposed hours of operation.

Zoning District of Event Location: PR-1 **Note:** If the property is not located in the PR-1, A-2 or I-1 Zoning District, it is not eligible for a Recurring Special Event Permit.

Licensee Name: Hyslop Foundation, Inc
Corporation, Partnership, or Individual - **Must be same name as beer/liquor license (if applicable)**

Trade/Event Name: Hawthorn Hollow Nature Sanctuary & Arboretum

Trade/Event Address: 880 Green Bay Rd, Kenosha, WI 53144
Street Zip

If Licensee is a Corporation or LLC, list Agent's Full Name: Timothy Joel Leveque

List Date of Birth of Agent (If Corporation/LLC) or Individual: 11/06/1981

Address: 1904 30th Ave Kenosha WI 53140
Street City State Zip

Phone: 262-552-8196 Email: tj@hawthornhollow.org
(Correspondence will be via email if address is given)

Driver's License Number: WI L120-8108-1406-01
State Number

1. Have you ever received any **tickets** or been charged with any **crimes** or **felonies** in any state? **Yes** **No**
If yes, provide: Charge, State, Date, Result (including pending charges).
(Examples: Speeding, WI, 5/8/2012, Guilty | Theft, FL, 5/22/2014, Dismissed | DUI, WI, 6/30/2017, Pending)

CHARGE	STATE	DATE	RESULT
Unlawful U/Y Turn-1st Offense	WI	09/30/2002	Dismissed

2. Have you ever had your **driver's license suspended or revoked** in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

3. Have you ever served or been sentenced to serve time in **jail or prison** in any state? Yes No
 If yes, provide: Charge, State, Date

CHARGE	STATE	DATE

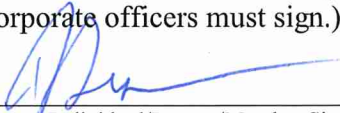
4. Have you ever, while operating a business or engaged in a profession, been convicted of any charges involving unfair trade practices, unethical conduct, or discrimination in any state? Yes No
 If yes, provide: Charge, State, Date Result (Include pending charges).

CHARGE	STATE	DATE	RESULT

5. List the name and address of all employers for which you have worked and/or businesses you have operated in the **past five (5) years**. Hawthorn Hollow Nature Sanctuary & Arboretum, 880 Green Bay Rd, Kenosha, WI 53144

6. Have you lived at your current home address for the **past five (5) years**? Yes No
 If no, please list all addresses which you have resided at in the past five (5) years.

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge. False or incomplete answers will result in the denial/revocation of permit. (Individual applicants and each member of a partnership must sign; designed corporate officers must sign.)


 Individual/Partner/Member Signature

3/24/23
 Date

PLEASE NOTE: Attached as page 3 and 4 of the application is an **Operational and Security Plan**. This information is required. If not fully and accurately completed, the Special Event Permit application will be considered incomplete and will not proceed to any Committees for consideration until the information is provided.

PLEASE NOTE: Only the owner, lessee or licensee which has the exclusive right to possession of the property is eligible for a Recurring Special Events Permit. Any other person or entity seeking to hold a Special Event at a location which holds a Recurring Special Events Permit must apply for and receive a separate Single Day Special Event Permit

PLEASE NOTE: Special Events Permits confer no rights regarding alcohol licensing, which must be obtained by separate application and approval.

SPECIAL EVENT PERMIT: OPERATIONAL AND SECURITY PLAN INFORMATION

Operational Plan

Planned Hours* of Operation:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours: _____ to _____	Hours: _____ to _____	Hours: _____ to _____	Hours: _____ to _____	Hours: _____ to _____	Hours: _____ to _____	Hours: _____ to _____

*be sure to list AM or PM

Legal occupancy limit for the premises: _____ persons

Attach scale drawing of parking plan

Number of off-street parking spaces used to service the premises: _____ parking spaces

Description of the off-street parking spaces used to service the premises: _____

Describe the sound amplification equipment to be used (if any): _____

Identify any sound mitigation strategies to be implemented: _____

How will orderly appearance and operation of the establishment be maintained in regard to litter and noise: _____

Security Plan

Attach scale drawing of elements of Security Plan

Description of clothing to identify security personnel: _____

Are security personnel employees? If not, provide contact information for outside security firm: _____

Plan to handle control and clearance of the parking lot and public right-of-ways adjacent to licensed property during hours of operation and at closing time: _____

How will the entrance line be managed and controlled: _____

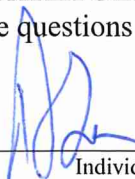
Will any security personnel be armed? Yes No If yes, provide individual names and addresses

Plan for unruly patrons, intoxicated patrons, and physical disturbances (including fights): _____

Underage drinking and fake ID plan: _____

Provide the first and last name of all management personnel: _____

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge.



Individual/Partner/Member Signature

3/24/23

Date

SPECIAL EVENT PERMIT: OPERATIONAL AND SECURITY PLAN INFORMATION

Operational Plan

Planned Hours* of Operation:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours: 8 am To 5 pm	Hours: 8 am To 5 pm	Hours: 8 am To 5 pm	Hours: 8 am To 5 pm	Hours: 8 am To 5 pm	Hours: 8 am To 9 pm	Hours: 8 am To 5 pm

*be sure to list AM or PM

Legal occupancy limit for the premises: _____ persons

Attach scale drawing of parking plan: Attachment one is our Concert/Small Event Parking Plan, attachment two is our Art Fair Parking Plan, and attachment three is our Historic Building Emergency Access Plan.

Number of off-street parking spaces used to service the premises: 560 parking spaces

Description of the off-street parking spaces used to service the premises: Hawthorn Hollow has two parking lots on the premises, our Nature Center lot which holds 30 cars, and our Farm/Event lot which holds 25. In addition, we park cars diagonally at least 10 feet off the entrance road for concerts and other medium-sized events. For the art fair, we convert our arboretum meadow into a five-lane grass parking lot which can hold up to 375 cars with the required clearances.

Describe the sound amplification equipment to be used (if any): We use a 16-channel 1000 w Yamaha powered PA system with two 15-inch main speakers and two floor monitor speakers for the artist. For the art fair, we often have a second stage at the nature center with a second PA system donated for the day. Weddings often utilize a hired DJ who provides their own equipment.

Identify any sound mitigation strategies to be implemented: Volume is always kept as low as possible to reduce impact on neighbors and the general public. Wedding DJ's must set up so speakers face north-west, away from our closest neighbors. The amphitheater (concert location) naturally faces away from our neighbors as well. In the past, we have received no complaints from neighbors or the general public about noise levels from our events to the best of our knowledge.

How will orderly appearance and operation of the establishment be maintained in regard to litter and noise?: We provide numerous garbage and recycling receptacles placed throughout the event area, and these are monitored and emptied when needed. Refuse is then deposited in our garbage and recycling dumpsters, which are emptied once a week by our private sanitation vendor. See above for our noise mitigation plan.

Security Plan

Attach scale drawing of elements of Security Plan: See Attachment Four.

Description of clothing to identify security personnel: Security is provided by Hawthorn Hollow staff and a select group of vetted volunteers. All staff wear lanyards with identification cards attached, and volunteers wear a lanyard that states "volunteer". For the Walk in the Woods Art Fair, all staff and volunteers also wear a bright green t-shirt to make identification easier.

Are security personnel employees? If not, provide contact information for outside security firm: Yes, employees and volunteers.

Plan to handle control and clearance of the parking lot and public right-of-ways adjacent to licensed property during hours of operation and at closing time: The use of off-road diagonal parking spaces for the concert series allows for easy parking lot clearance once the event has concluded. For the art fair, we use numerous volunteers to direct and control parking, as well as enforcing one-way lanes throughout the arboretum lot. This, along with plentiful signage (over 20 different signs are used for art fair parking alone) has allowed us to control and clear the lot with ease.

How will the entrance line be managed and controlled: Our main concern is to keep the entrance line off of public roads, specifically Hwy 31. The actual point of entry, where patrons pay or give tickets, is set approximately 300 ft from the roadside, allowing a large number of vehicles to enter without disrupting traffic. If the line becomes too long, we can open up our Farm/Event parking lot as an additional point of entry, allowing more cars to enter. In the unlikely event that there is still a backup, we would forego entrance donation collection and allow cars to enter the event without stopping for tickets or payment, speeding up the process even more.

Will any security personnel be armed? If yes, provide individual names and addresses: No security personnel at Hawthorn Hollow will be armed.

Plan for unruly patrons, intoxicated patrons, and physical disturbances (including fights): If a patron is found to be unruly or seems to be causing a disturbance, they will be escorted by two security personnel to their vehicle and told to leave the premises (if they don't appear to be intoxicated or a threat to themselves or others). If a fight occurs, all parties will be separated and escorted off the property (again, if not intoxicated or a perceived threat). Patrons who appear to be intoxicated or unruly will not be served any alcohol, and if no other option is available, law enforcement will be asked to intervene. In over 30 years of events at Hawthorn Hollow, law enforcement has never had to intervene in any disturbance with our patrons.

Underage drinking and fake ID plan: When serving alcoholic beverages, we utilize a mandatory ID check and wristband policy for all purchasers. We will not sell any alcoholic beverages to anyone without a wristband (which indicates their ID has been checked and accepted), and we will confiscate any alcoholic beverages in the possession of anyone without a wristband. If an ID is found to be fraudulent, it will be confiscated and turned over to the proper authorities.

Provide the first and last name of all management personnel:

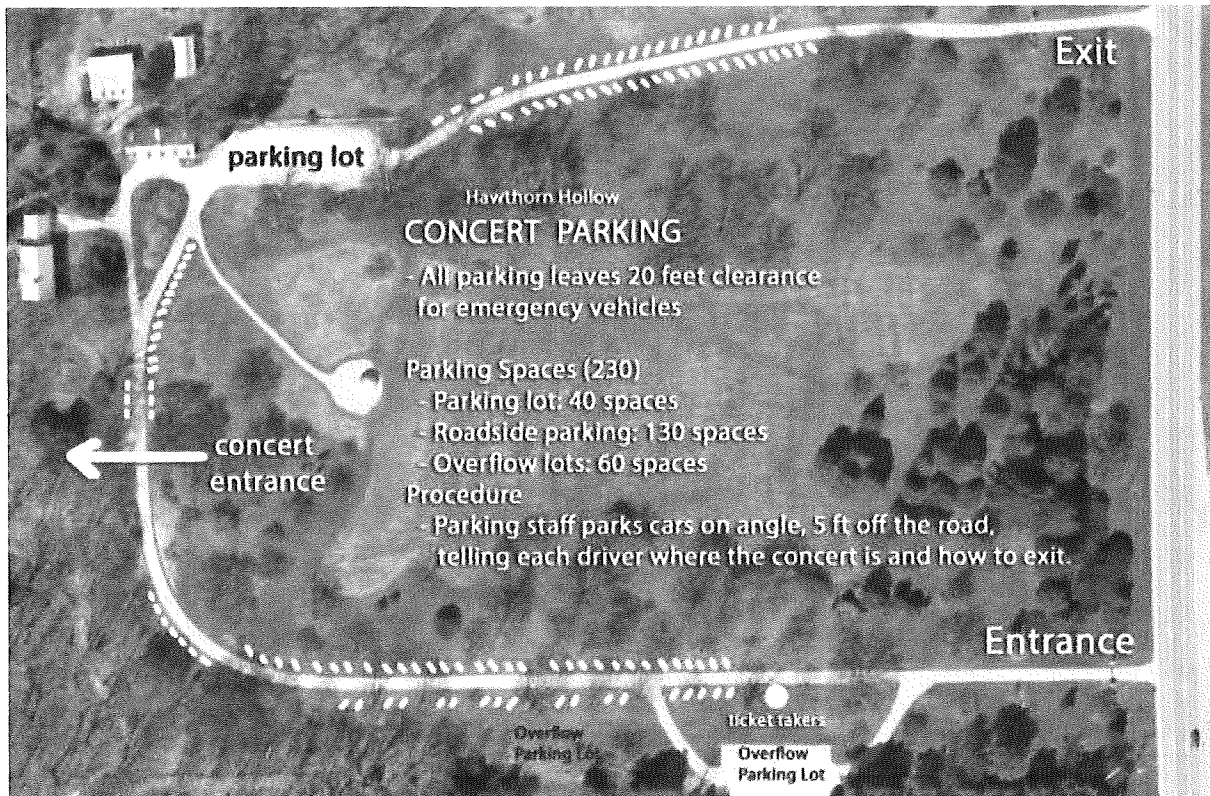
- Timothy J. Leveque, Executive Director
- Dr. William Parker, Observatory Director
- Emily Leonard, Ecologist
- Kailyn Palomares, Naturalist & Education Coordinator
- Laura Smith, Marketing & Rental Coordinator
- Chad Jocius, Observatory & Maintenance Manager
- Jeremy W. Haag, Event & Administrative Coordinator

READ CAREFULLY BEFORE SIGNING: Under penalty provided for by law, the undersigned states that each of the above questions has been truthfully answered to the best of his/her/their knowledge.

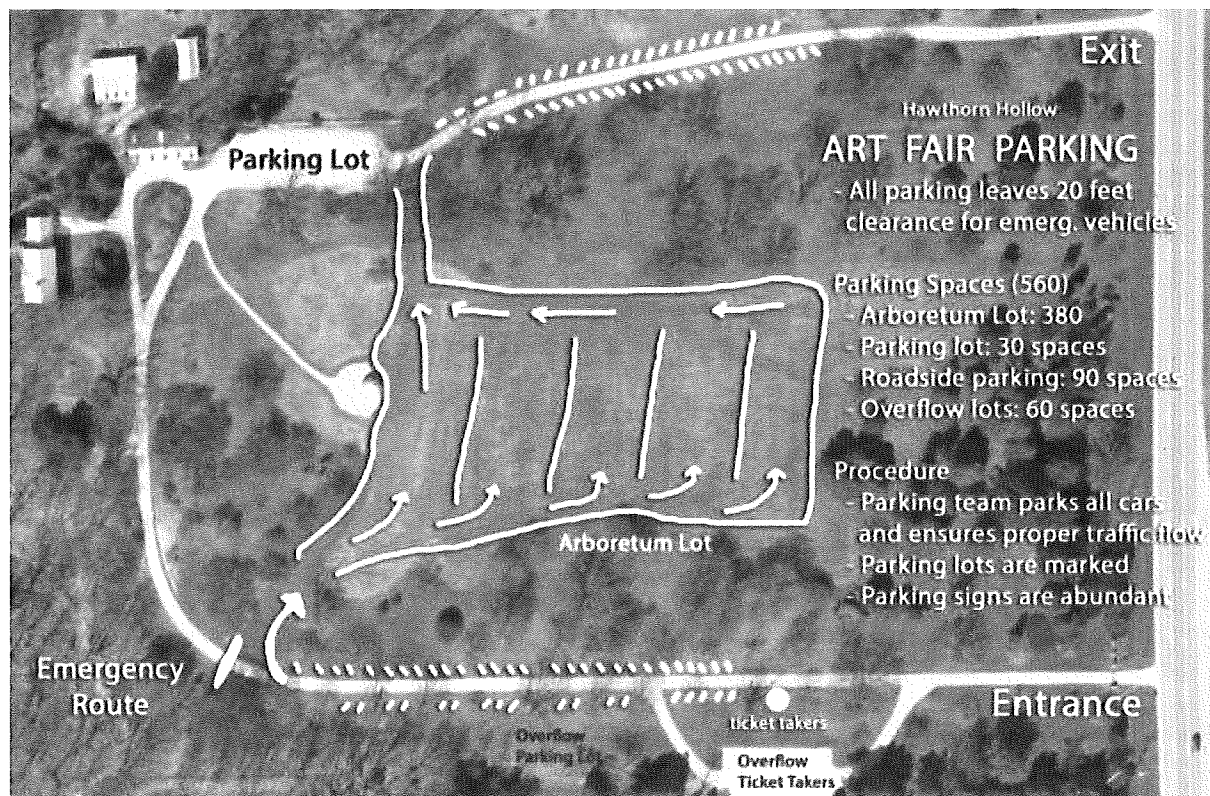
Individual/Partner/Member Signature

3/29/23
Date

Attachment One: Concert/Small Event Parking Plan



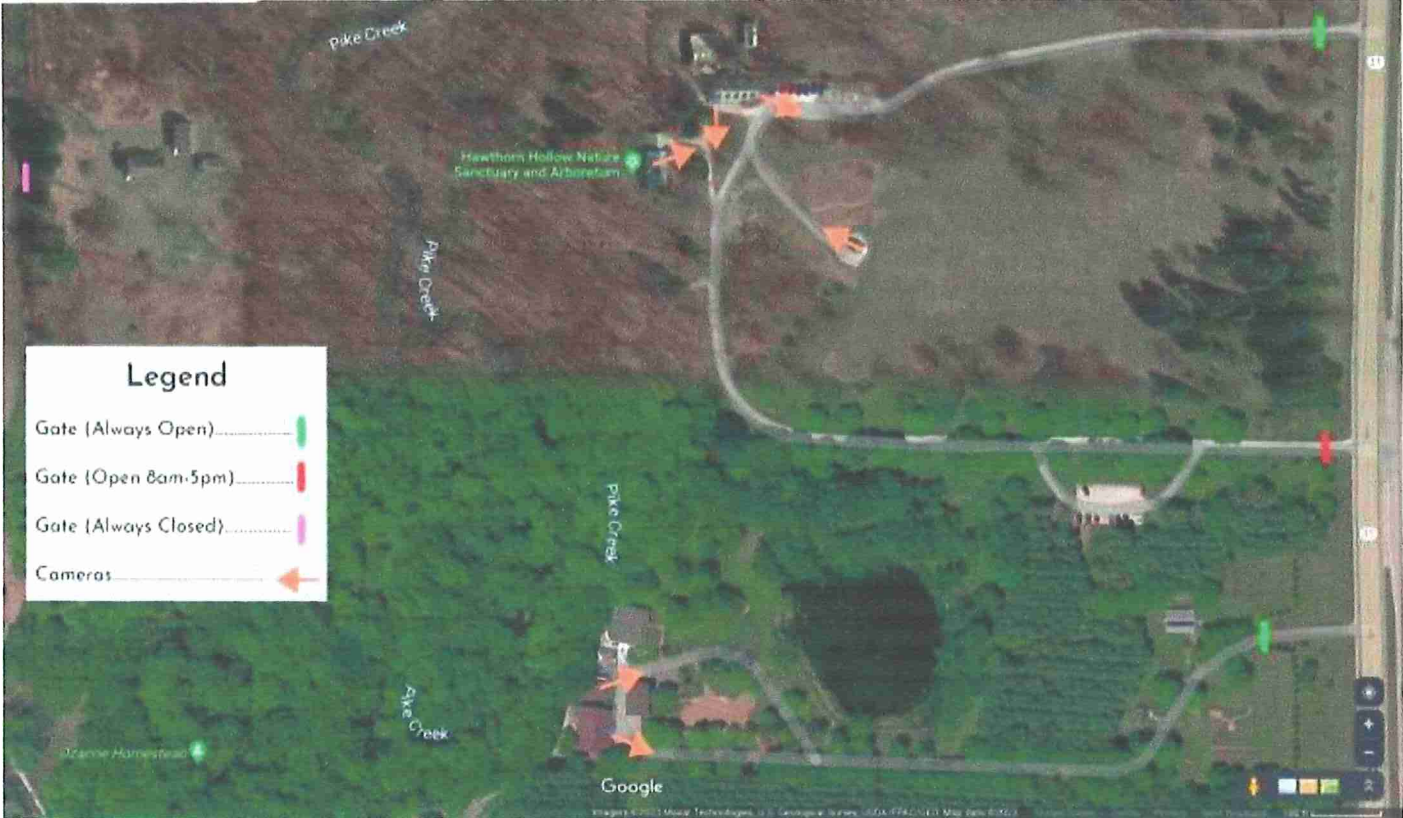
Attachment Two: Art Fair Parking Plan



Attachment Three: Historic Buildings Emergency Access Plan



Attachment Four: Gates & Camera Locations



Hawthorn Hollow 2023 Recurring Event Permit Events List

Date	Event Name	Description	Duration
5/13/2023	Birds & Plants	A bird walk & plant sale fundraiser, will include live amplified music (folk) and a bake sale.	9 am – 3 pm
6/23/2023	Pike River Benefit Concert Series 1	First in a series of fundraising concerts, will include live amplified music (jazz) and alcoholic beverages for sale.	5 pm – 9 pm
7/28/2023	Pike River Benefit Concert Series 2	Second in a series of fundraising concerts, will include live amplified music (folk/bluegrass) and alcoholic beverages for sale.	5 pm – 9 pm
8/18/2023	Pike River Benefit Concert Series 3	Third (and final) in a series of fundraising concerts, will include live amplified music (folk) and alcoholic beverages for sale.	5 pm – 9 pm
9/09/2023	Walk in the Woods Art Fair	Arts & crafts fundraiser, will include live amplified music (acoustic folk/bluegrass/jazz, etc), performance art, bake sale, and alcoholic beverages for sale.	10 am – 4 pm
10/08/2023	Harvest Hootenanny at the Heritage Farmstead	Harvest festival fundraiser for the heritage farmstead, will include live amplified music (folk/bluegrass), alcoholic beverages, kid's activities, and crafts.	10 am – 3 pm
10/20/2023	Haunted Trails of Haunted Hollow #1	Halloween night hike/storytelling event, includes amplified music & sound effects.	6 pm – 9 pm
10/27/2023	Haunted Trails of Haunted Hollow #2	Halloween night hike/storytelling event, includes amplified music & sound effects.	6 pm – 9 pm
10/28/2023	Haunted Trails of Haunted Hollow #3	Halloween night hike/storytelling event, includes amplified music & sound effects.	6 pm – 9 pm
12/02/2023	Holiday Boutique	Holiday wreath & craft sale, includes amplified holiday music.	9 am – 3 pm

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Village and Town of Somers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Hyslop Foundation, Inc. dba Hawthorn Hollow</p> <p>Endorsement Effective Date: 3/23/23</p>
--

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Village and Town of Somers</p>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Village and Town of Somers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Hyslop Foundation Inc dba Hawthorn Hollow
Endorsement Effective Date: 3/23/23

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Village and Town of Somers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

SCHEDULE

Name and address/contact information of Person(s) or Organization(s):

Village and Town of Somers
7511 12th St
Kenosha WI 53144

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

The following Condition is added:

Notice Of Cancellation – Scheduled Person(s) or Organization(s)

- a. If we do not renew or cancel this policy, we will send advance written notice to the person(s) or organization(s) as shown in the SCHEDULE. The notice will be delivered by any method we choose, in the applicable timeframe specified in the policy's Cancellation Condition, any amendment to that Condition, or any other statutory timeframe requirements.
- b. Notice provided on this policy shall also apply as notice for any other Commercial Lines insurance policy or coverage part issued to the Named Insured by us.
- c. The notice is intended only to inform the person(s) or organization(s) named in the SCHEDULE in the event of a pending cancellation or non-renewal of coverage. Our failure to provide such advance notification will not:
 - (1) Change any policy cancellation or non-renewal effective date;
 - (2) Negate any cancellation or non-renewal of the policy; or
 - (e) Grant, alter, or extend any rights or obligations under any policy issued by us.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

Village of Somers
 P.O. Box 197
 7511 - 12th Street
 Somers, WI 53171
 262-859-2822

Village of Somers Special Event Permit (Recurring)

Fee: \$ 300

On a separate sheet, list the dates of any proposed events, providing a description for each and specifying the proposed hours of operation.

Zoning District of Event Location: A-2 Note: If the property is not located in the PR-1, A-2 or I-1 Zoning District, it is not eligible for a Recurring Special Event Permit.

Licensee Name: J. Smith FARMS, Inc.

Corporation, Partnership, or Individual - Must be same name as beer/liquor license (if applicable)

Trade/Event Name: Jerry Smith Farm

Trade/Event Address: 7150 18th ST. Kenosha, WI 53144
Street Zip

If Licensee is a Corporation or LLC, list Agent's Full Name: Amy Kristen Smith

List Date of Birth of Agent (If Corporation/LLC) or Individual: 01-24-1969

Address: 7150 18th ST Kenosha WI 53144
Street City State Zip

Phone: 262-620-0081 Email: AKSMITH7150@gmail.com
(Correspondence will be via email if address is given)

Driver's License Number: WI S 530-0116-9524-04
State Number

1. Have you ever received any tickets or been charged with any crimes or felonies in any state? Yes No
 If yes, provide: Charge, State, Date, Result (including pending charges).
 (Examples: Speeding, WI, 5/8/2012, Guilty | Theft, FL, 5/22/2014, Dismissed | DUI, WI, 6/30/2017, Pending)

CHARGE	STATE	DATE	RESULT
Speeding	IL	1992	Guilty
Speeding	WI	1998	Guilty

SPECIAL EVENT PERMIT: OPERATIONAL AND SECURITY PLAN INFORMATION

Operational Plan

Planned Hours* of Operation:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Hours: <u>12 AM</u> to <u>9 pm</u>	Hours: <u>5 pm</u> to <u>9 pm</u>	Hours: <u>5 pm</u> to <u>9 pm</u>	Hours: <u>5 pm</u> to <u>9 pm</u>	Hours: <u>5 pm</u> to <u>9 pm</u>	Hours: <u>12 AM</u> to <u>9 pm</u>	Hours: <u>12 AM</u> to <u>9 pm</u>

*be sure to list AM or PM

Legal occupancy limit for the premises: 150 persons

Attach scale drawing of parking plan

Number of off-street parking spaces used to service the premises: 100 parking spaces

Description of the off-street parking spaces used to service the premises: parking lot east of warehouse & parking in front of country store.

Describe the sound amplification equipment to be used (if any): small bands, live music & Dj.

Identify any sound mitigation strategies to be implemented: small stage located in beer garden

How will orderly appearance and operation of the establishment be maintained in regard to litter and noise: We have our own staff for trash. Our property is monitored during event & day after event. Our grounds are always clean of trash. Noise - our music ends before 9pm and if we have great relationships with our entertainers, they are aware that we are in control of volume.

SECURITY PLAN

- Security plan will only be used for Co-Sponsored events that extend to outside the beer garden area. Depending on the size of the event 2-10 personal will be employed for the sole purpose of the crowd control or to intervene with anyone that appears to be disorderly.
- Parking lots are in front of the Country Store and to the East of our property
- Unruly patron will be given an initial warning and then will be asked to leave if they do not comply
- Patrons who are intoxicated are asked to leave. We will first determine if they have driven there, if so, an Uber is called
- Patrons presenting false ID will be recorded and confiscated
- Sheriff's Dept. will be notified if a situation escalated. Management will try to deescalate situation and remove said parties from the premise at different times so the problem does not continue outside premise
- Staff members (4-6 employees) will be on site
- Area is secured by fenced in enclosure
- Area has 2 exits

Operational Plan

- Beer Garden will open M-TH 5-9pm Fri-Sun 12-9pm
- Outside occupancy - 150
- Adequate parking in front of store & in our east parking lot

Music

- TBD

Management

- Amy Smith 262-620-0081
- Linda Timmons 262-705-8586

Event Schedule for 2023 @ Jerry Smith Farm

June- Babies on the Farm

10th, 11th, 17th & 18th DJ music

July- Chalk Fest

22nd-23rd live music

August- Sweet Corn Fest

12th-13th. Dj & live music

Sept- Oct Pumpkin Season

DJ music

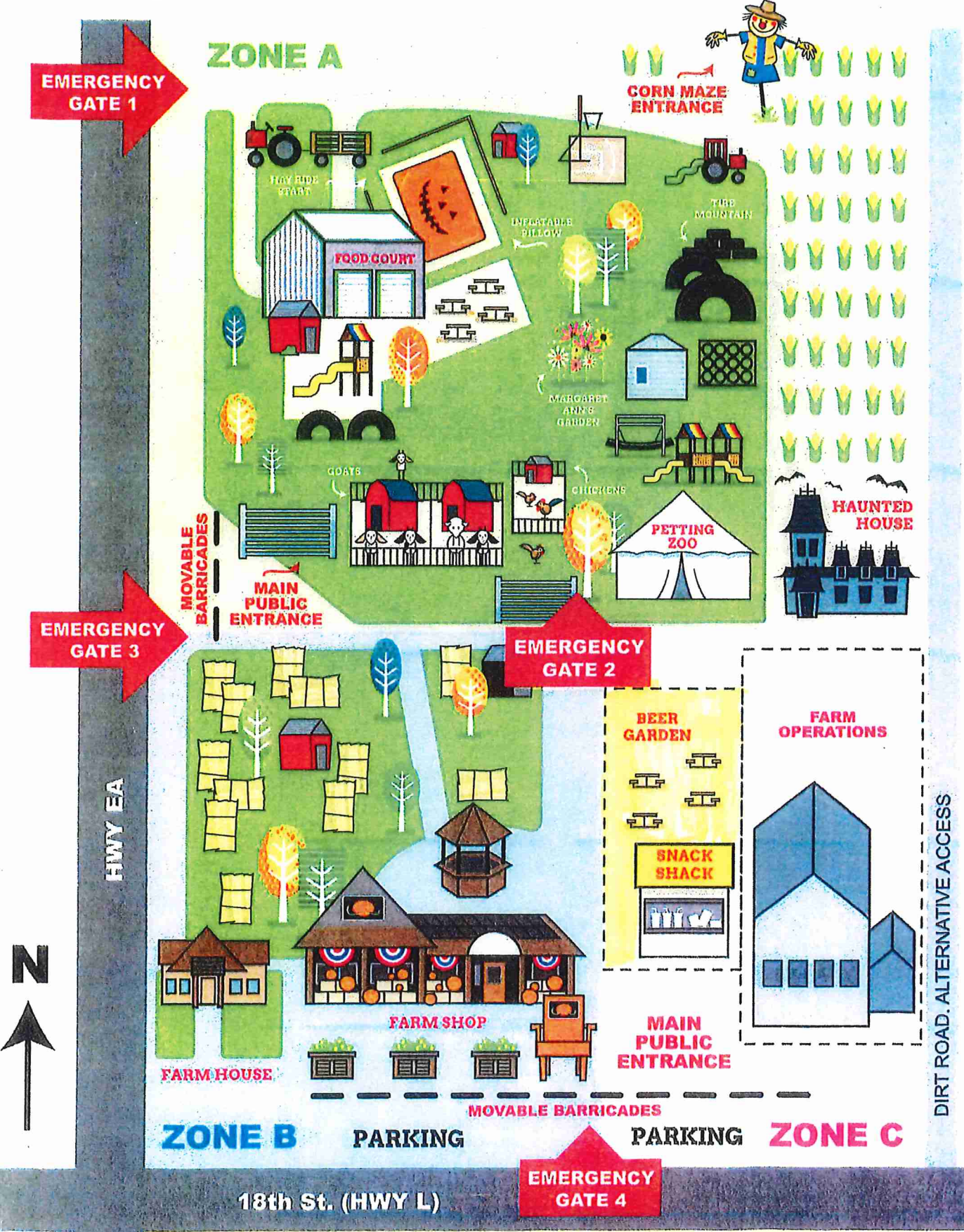
Nov-Dec

DJ -music

We are looking at having live music Fri, Sat & Sun at our beer garden throughout the summer months. During our events we do have security onsite that monitor guests as well as parking.



JERRY SMITH PUMPKIN FARM EMERGENCY RESPONDER MAP





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

MEETING DATE: May 9, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #10 Action on proposed Ordinance 2023-011, an Ordinance to Repeal and Recreate Section 12.08(X) of the Code of Ordinances of the Village of Somers Regarding Penalties to be Imposed for the Violation of Various Sections of Chapter 12 of the Code of Ordinances

BACKGROUND:

As a part of our ongoing Village Goals, Administration and the Clerk’s office have reviewed the current regulations on Mobile Homes and Mobile Home Parks. Both are of the opinion that the fines do not currently serve as a large enough deterrent for noncompliance.

Section 12.08(X) currently reads as follows:

Penalties. Any person who shall fail to report the presence of a mobile home as require in subsection (Q) shall be subject to a forfeiture of \$25 for each failure to report a mobile home shall constitute a separate offense. Any person convicted of violating any other section of this chapter, shall, upon conviction thereof, pay a forfeiture of not less than \$50 nor more than \$100 for each violation and upon conviction of the same offense within a twelve-month period, shall pay a forfeiture of not less than \$100 or more than \$200 for such second violation, together with all costs and disbursements as provided by law and in the default of payment thereof, shall be confined in the County Jail for a period of not more than 30 days, each day a violation of this chapter shall occur, shall be a separate offense.

Nothing in this penalty section for action by the Village or a forfeiture shall prohibit the Village Board from proceeding under subsection (S) for revocation of license.

PRIOR ACTION TAKEN:

This proposed ordinance was reviewed at our May 2nd Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval of proposed Ordinance No. 2023-011. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to waive first reading of Ordinance No. 2023-011”

“Motion to approve proposed Ordinance 2023-011, an Ordinance to Repeal and Recreate Section 12.08(X) of the Code of Ordinances of the Village of Somers Regarding Penalties to be Imposed for the Violation of Various Sections of Chapter 12 of the Code of Ordinances”

ATTACHMENTS:

Proposed Ordinance No. 2023-011

ORDINANCE NO. 2023-011

AN ORDINANCE TO REPEAL AND RECREATE SECTION 12.08(X)
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING PENALTIES TO BE IMPOSED
FOR THE VIOLATION OF VARIOUS SECTIONS OF CHAPTER 12
OF THE CODE OF ORDINANCES

The Village Board of Trustees of the Village of Somers, Kenosha County,
Wisconsin, hereby repeals and recreates Section 12.08(X) of the Code of Ordinances of the
Village of Somers to read as follows:

(X) **Penalties.** Any person who shall fail to report the presence of a mobile home as
required in subsection (Q) shall be subject to a forfeiture of Twenty-five (\$25.00) Dollars and each failure to
report a mobile home shall constitute a separate offense. Any person convicted of violating any other
section of this chapter, shall, upon conviction thereof, pay a forfeiture of not less than Five Hundred
(\$500.00) Dollars nor more than One Thousand (\$1,000.00) Dollars for each violation and upon conviction
of the same offense within a twelve (12) month period, shall pay a forfeiture of not less than Two Thousand
(\$2,000.00) Dollars or more than Five Thousand (\$5,000.00) Dollars for such second violation, together
with all costs and disbursements as provided by law and in the default of payment thereof, shall be
confined in the County Jail for a period of not more than thirty (30) days, each day a violation of this
chapter shall occur, shall be a separate offense.

Nothing in this penalty section for action by the Village or a forfeiture shall prohibit the
Village Board from proceeding under subsection (S) for revocation of license.

Dated at Somers, Wisconsin, this _____ day of _____, 2023.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer



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

MEETING DATE: May 9, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #11 Action on proposed Ordinance 2023-012, an Ordinance to Repeal and Create Section 9.25 of the Code of Ordinances of the Village of Somers Regarding Penalties and Forfeitures (Shoplifting)

BACKGROUND:

The Village has seen an increase in the number of tickets written for shoplifting. President Stoner had request that the forfeitures for shoplifting be reviewed. Under the current Ordinance the fine would be \$187.

On April 20th, Staff met with Attorney Davison to discuss the raising of these fines. Attorney Davison has drafted the attached proposed Ordinance that would serve to raise the fine for shoplifting. The proposed forfeiture now would be not less than Five Hundred (\$500.00) Dollars but not more than One Thousand (\$1,000.00) Dollars for the first offense and One Thousand (\$1,000.00) Dollars but not more than Two Thousand Five Hundred (\$2,500.00) Dollars for the second offense within one (1) year of conviction of the first offense.

PRIOR ACTION TAKEN:

This proposed ordinance was reviewed at our May 2nd Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval of proposed Ordinance No. 2023-012. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to waive first reading of Ordinance No. 2023-012”

“Motion to approve proposed Ordinance 2023-012, an Ordinance to

Repeal and Create Section 9.25 of the Code of Ordinances of the Village of Somers Regarding Penalties and Forfeitures (Shoplifting)”

ATTACHMENTS:

Proposed Ordinance No 2023-012

ORDINANCE NO. 2023-012

AN ORDINANCE TO REPEAL AND CREATE SECTION 9.25
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
REGARDING PENALTIES AND FORFEITURES

The Village Board of Trustees of the Village of Somers, Kenosha County,
Wisconsin, hereby repeals and recreates Section 9.25 of the Code of Ordinances of the Village of
Somers to read as follows:

9.25 PENALTIES AND FORFEITURES.

(A) Except for subsection 9.23 (Cruelty to animals), for which there shall be a penalty of One Hundred Eighty-seven (\$187.00) Dollars for a violation thereof, and except for violations for shoplifting written under §9.216 which shall be subject to subsection (B), below, other violations of the provisions of this Chapter shall be subject to the penalty provisions contained in §25.04 of the Code of Ordinances.

(B) Any person who shall be found guilty of a violation for shoplifting under §9.216 shall be subject to a forfeiture of not less than Five Hundred (\$500.00) Dollars but not more than One Thousand (\$1,000.00) Dollars for the first offense and One Thousand (\$1,000.00) Dollars but not more than Two Thousand Five Hundred (\$2,500.00) Dollars for the second offense within one (1) year of conviction of the first offense.

Dated at Somers, Wisconsin, this _____ day of _____, 2023.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer



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

MEETING DATE: May 9, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #12 Action on proposed Ordinance 2023-013, an Ordinance to Repeal and Create Section 21.145 of the Code of Ordinances of the Village of Somers Relating to Parking and Storage Regulations in Certain Zoning Districts

#13 Action on proposed Ordinance 2023-014, an Ordinance to Create Section a Definition in Appendix “A” – Definitions to the Zoning Code of Village of Somers Relating to Shipping Containers

BACKGROUND:

In 2021, Trustee Nelson provided the Board with a memorandum regarding the use of shipping containers as either permanent or temporary storage facilities.

On April 20th, Planning/Zoning, Administration, Attorney Davison and Trustee Nelson met to discuss several options to finally address this issue. The attached proposed Ordinance No. 2023-013 will serve to forbid shipping containers in areas that are not zoned either A-1 or A-2. Current containers will be grandfathered in with the conditions stated.

Planning/Zoning has also suggested that a definition of shipping containers be added to our Zoning Code. Attorney Davison has drafted the attached proposed Ordinance No. 2023-014 to add the beforementioned definition.

PRIOR ACTION TAKEN:

The proposed ordinances were reviewed at our May 2nd Work Session.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval of proposed Ordinance No. 2023-013 and 2023-014. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

#12

“Motion to waive first reading of Ordinance No. 2023-013”

“Motion to approve proposed Ordinance 2023-013, an Ordinance to Repeal and Create Section 21.145 of the Code of Ordinances of the Village of Somers Relating to Parking and Storage Regulations in Certain Zoning Districts”

#13

“Motion to waive first reading of Ordinance No. 2023-014”

“Motion to approve proposed Ordinance 2023-014, an Ordinance to Create Section a Definition in Appendix “A” – Definitions to the Zoning Code of Village of Somers Relating to Shipping Containers”

ATTACHMENTS:

Proposed Ordinance 2023-013

Proposed Ordinance 2023-014

ORDINANCE NO. 2023-013

AN ORDINANCE TO CREATE SECTION 21.145
OF THE CODE OF ORDINANCES OF THE VILLAGE OF SOMERS
RELATING TO PARKING AND STORAGE REGULATIONS
IN CERTAIN ZONING DISTRICTS

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby creates Section 21.145 of the Code of Ordinances of the Village of Somers relating to exterior storage regulations associated with exterior property maintenance to read as follows:

21.145 PARKING AND STORAGE REGULATIONS IN CERTAIN ZONING DISTRICTS.

(A) The regulations contained in this ordinance, Section 21.145, shall be applied to all zoning districts except A-1 and A-2 zoning districts.

(B) **Vehicle Parking and/or Storage in a Residential District.**

(1) Semi-truck cabs shall not be parked and/or stored on a parcel in any residential district for more than a total of four (4) days in a thirty (30) day period. A day is counted if the semi-truck cab is parked and/or stored for any length of time within in a normal twenty-four (24) hour day.

(2) The following vehicles shall not be parked and/or stored on a parcel in any residential district:

(a) Semi-trailers, tow trucks, garbage trucks, septic waste trucks and aerial lift trucks.

(b) Dump trucks, flatbed trucks, box trucks, panel trucks, high cube vans, and step vans with licenses rated for a gross weight equal to or greater than twelve thousand (12,000) pounds.

(c) Specialized construction type equipment and vehicles such as, but not limited to backhoes, bulldozers, bobcats, skid loaders, and chippers.

(3) Exceptions.

(a) One (1) dump truck, flatbed truck, box truck, panel truck, high cube van, or step van with licenses rated for a gross weight less than twelve thousand (12,000) pounds.

(b) One (1) local electrical power utility emergency response truck is permitted on a parcel with approval by the Department of Planning and Development.

(C) **Vehicle Parking and/or Storage in an Agricultural or Conservation District.**

(1) The following vehicles shall not be parked and/or stored on a parcel in any agricultural or conservation district:

(a) Tow trucks, garbage trucks, septic waste trucks and aerial lift trucks.

(b) Dump trucks, flatbed trucks, box trucks, panel trucks, high cube vans, and step vans with licenses rated for a gross weight equal to or greater than twelve (12,000) pounds, except when they are engaged in the production, storage, trucking and/or transport of products grown on the property.

(c) Specialized construction type equipment and vehicles such as, but not limited to backhoes, bulldozers, bobcats, skid loaders, and chippers, except when they are engaged in the production, storage, trucking and/or transport of products grown on the property.

(2) The following vehicles may be parked and/or stored on a parcel in any agricultural or conservation district.

(a) One (1) semi-truck cab and one (1) related semi-trailer is permitted to be parked and/or stored on a parcel for every resident of the parcel who is engaged in the profession of over-the-road transport, with a maximum of two (2). Verification of residency and profession may be required by the Department of Planning and Development.

(b) Semi-truck cabs and related semi-trailer parking and/or storage are permitted on a parcel when they are engaged in the production, storage, trucking and/or transport of products grown on the property, with a maximum total of four (4).

(c) No semi-trailer shall be used for storage or parked for any reason for more than thirty (30) days in a three hundred sixty-five (365) day period, except as stated in a and b. of this section.

(d) One (1) local electrical power utility emergency response truck is permitted on a parcel with approval by the Department of Planning and Development.

(D) **Temporary Portable Storage Containers.** A temporary portable storage container (such as, but not limited to, those available from PODS or U-Haul) is a purpose-built, fully enclosed, box-like container to provide residential property owners temporary storage space for home remodeling, relocating, fire and/or water damage; and cleaning out attics, basements, garages or other attached storage areas. A temporary portable storage container is not a storage shed, roll-off container, dumpster, cargo/shipping container or the trailer portion of a tractor-trailer.

(1) Temporary portable storage containers shall only be permitted on lots with a principal building or structure.

(2) Temporary portable storage containers shall not be used in conjunction with a home occupation or used as a principal use or principal building or structure.

(3) All temporary portable storage containers shall display the container provider's contact information. Signs shall not contain other advertising for any other product or services.

(4) Temporary portable storage containers shall not be inhabited.

(5) Containers may not be placed in any road right-of-way, vision triangle, sidewalk, and landscape or drainage easement.

(6) Due to the temporary nature of temporary portable storage containers, location in a driveway or yard may be acceptable.

(7) Temporary portable storage containers shall be permitted on a lot for a period not to exceed thirty (30) consecutive days within a six (6) month period. For extensive construction projects a written extension may be granted by Planning & Development.

(8) Maximum cumulative size of all temporary portable storage containers on a property may not exceed one hundred thirty (130) square feet.

(9) Portable storage containers may not exceed a height of eight and one-half (8½) feet. The height of such structures is measured from the lowest ground level adjacent to the structure to the top of the structure. Stacking of containers is prohibited.

(E) Shipping containers are prohibited in all zoning districts except A-1 and A-2.

(F) **Existing shipping containers:**

- (1) are “grandfathered” until such time as the container becomes a public nuisance or safety hazard. Then, the container, upon written notice from the Village, must be removed within ninety (90) days at owner’s expense.
- (2) cannot be replaced.
- (3) cannot make any improvements other than paint, no additions, or alter size or shape of container. Exterior must be solid paint in a neutral color without advertising or a painted exterior that would be considered a nuisance or in conflict with similar colors of neighboring properties.
- (4) cannot connect or attach container to any other structure, permanent or temporary.
- (5) cannot be connected to electric, heat or plumbing.
- (6) must be removed when land or business is sold, subdivided, combined with another parcel or when the parcel changes current zoning classification.

(G) No commercial vehicle with a weight in excess of Eight Thousand (8,000) pounds, or twenty (20) feet in length, or having a height of more than eight (8) feet, shall be parked or stored in any of the above districts, except when rendering a service.

(H) No parking of any kind shall be allowed in the vision clearance area or vision clearance triangle of any property.

Dated at Somers, Wisconsin, this _____ day of _____, 2023.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Clerk/Treasurer

ORDINANCE NO. 2023-014

AN ORDINANCE TO CREATE A DEFINITION IN APPENDIX “A”-DEFINITIONS
TO THE ZONING CODE OF THE VILLAGE OF SOMERS RELATING
TO SHIPPING CONTAINERS

The Village Board of Trustees of the Village of Somers, Kenosha County, Wisconsin, hereby creates the following definition to be placed in Appendix “A”-Definitions of the Zoning Code of the Village of Somers relating to shipping containers to read as follows:

SHIPPING CONTAINERS

Trailers manufactured primarily for conveyance of goods and property; reusable transportation box intended for use in unitized freight handling; trailers and/or shipping containers manufactured with or without axles and wheels; cargo containers, railroad cars, truck vans, converted mobile homes, trailers, recreational vehicles, bus bodies, cargo containers, steel cargo containers, shipping containers, freight containers, cargo boxes, sea vans, vehicles and similar prefabricated items and structures originally built for purposes other than the storage of goods and materials.

Dated at Somers, Wisconsin, this ____ day of _____, 2023.

VILLAGE OF SOMERS

By: _____
George Stoner, President

Attest: _____
Brandi Baker, Deputy Clerk/Treasurer



VILLAGE OF SOMERS
VILLAGE BOARD
MEETING ITEM MEMORANDUM

MEETING DATE: December 13th, 2022

TO: Village President Stoner and Village Trustees

PREPARED BY: Jason J. Peters, Administrator

AGENDA ITEM: #14 Discussion and possible action on request for Final Payment from Willkomm Excavating & Grading, Inc. in the amount of \$28,410.93 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 the water main from the corner of CTH L to the proposed project. This main was necessary to facilitate the required fire protection flows for a project of this size.

First Park 94 Phase II Water Main project had been listed in our TID #1 CIP for some time and is listed as a 2022 project. This project served to “loop” the water main in the park and 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. On December 13th, 2022, the Board approved Change Order #2 that added an additional \$23,422.55 to the Contract. The total contract price is now \$1,136,437.35.

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

Willkomm Excavating & Grading, Inc. has submitted its fifth and final request for payment in the amount of \$28,410.93. 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 |

• 4 th request	December 12 th , 2022	\$13,021.12
Payments to date		\$1,108,026.42

PRIOR ACTION TAKEN:

This fifth and final request for payment has not been previously reviewed by the Board.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Engineer Biwer recommends approval of the fifth and final request for payment in the amount of \$28,410.93. In the event that the Village Board agrees with the suggested action, a suggested motion to approve would be as follows:

“Motion to approve request for Final Payment from Willkomm Excavating & Grading, Inc. in the amount of \$28,410.93 for work on 2022 Water Mains (Becknell & First Park 94)”

ATTACHMENTS:

Engineer Biwer Recommendation on Willkomm Excavating & Grading, Inc.
2022 Water Mains (Becknell & First Park 94) -Payment #5

May 2, 2023

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

Subject: 2022 Water Mains – Final Payment Recommendation

Dear Village Clerk,

Enclosed is an Application for Payment, Lien Waivers, Warranty Letter, Maintenance Bond, Sworn Statement, Consent to Surety, and Insurance Certification from Willkomm Excavating & Grading, Inc., Contractor, for work performed on the 2022 Water Mains project. Section A (Becknell) of the project was substantially complete on June 30, 2022 and Section B (First Park 94) was substantially complete on May 31, 2022. The following is our opinion of the amount due and payable to the Contractor:

Contract Price Including C.O. #1 & #2	\$1,136,437.35
Work Completed to Date	\$1,136,437.35
Less Amount Retained	(\$0.00)
Subtotal	\$1,136,437.35
Less Previous Payments	\$1,108,026.42
Total Amount Due for the Final Payment	\$28,410.93

The final cost attributed to TID #6 (Becknell) = \$541,263.10

The final cost attributed to TID #1 (First Park 94) = \$595,174.25.

We recommend payment to Willkomm Excavating & Grading, Inc. for \$28,410.93.

The improvements included the installation of 12-Inch water main and 16-Inch water main. The final quantities are listed below, and the final quantities and costs are attached:

12-Inch Water Main:	4,012 LF
16-Inch Water Main:	3,604 LF
Fire Hydrants:	19 EACH
12" Gate Valves:	8 EACH
16" Butterfly Valves:	6 EACH

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Brett D. Biver
Brett D. Biver, P.E.

BDB/bdb

Encs.

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

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	4,900	\$ 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

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

Project: 2022 Water Main - Somers

Application No: 5
Invoice No: 22-002-5
Invoice Date: 2/1/2023
Terms: Net 30
Due Date: 3/3/2023
Period To: 2/1/2023
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.....	36,468.55
Contract sum.....	1,136,437.35
Completed to date.....	1,136,437.35
Retainage.....	0.00
Total earned less retainage.....	1,136,437.35
Previous billings.....	1,108,026.42
Current payment due.....	28,410.93
Sales tax.....	0.00
Total due.....	28,410.93

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

Project: 2022 Water Main - Somers

Application No: 5
 Invoice No: 22-002-5
 Invoice Date: 2/1/2023
 Terms: Net 30
 Due Date: 3/3/2023
 Period To: 2/1/2023
 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	Unit 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	0	EA	319.00	0.00	0	0.00	0.00	0.00
1040.840	Tree Removal 6" ti 20" Diam	36	EA	464.00	16,704.00	36	16,704.00	16,704.00	0.00
1051.631210	Water Main (Open Cut) 12"	3,562	LF	75.00	267,150.00	3,562	267,150.00	267,150.00	0.00
1052.631611	Water Main 16" Gran BF	13	LF	417.00	5,421.00	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	15.5	EA	787.00	12,198.50	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	5,481	LF	1.85	10,139.85	5,481	10,139.85	10,139.85	0.00
1142.831	Erosion Mat	85	SY	1.55	131.75	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	13,355.00	0.00
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	1	EA	319.00	319.00	1	319.00	319.00	0.00
2040.631610	Water Main (Open Cut) 16"	3,604	LF	126.00	454,104.00	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	7	EA	6,550.00	45,850.00	7	45,850.00	45,850.00	0.00
2070.618210	Fire Hydrant (Air Release)	3	EA	6,460.00	19,380.00	3	19,380.00	19,380.00	0.00
2080.61826	Fire Hydrant Barrel Extension	15	LF	852.00	12,780.00	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	276	LF	30.00	8,280.00	276	8,280.00	8,280.00	0.00
2110.830	Silt Fence	3,725	LF	1.85	6,891.25	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>1,136,437.35</u>		<u>1,136,437.35</u>	<u>1,136,437.35</u>	<u>0.00</u>

FINAL WAIVER OF LIEN TO DATE

STATE OF Wisconsin)
COUNTY OF Kenosha)

TO WHOM IT MAY CONCERN:

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

THE undersigned, for and in consideration of Twenty Eight Thousand Four Hundred Ten and 93/100 (\$28,410.93) 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: 2/6/2023

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

SIGNATURE AND TITLE: Nicholas A Willkomm

* EXTRAS ARE LIMITED TO APPROVED CHANGE ORDERS TO THE CONTRACT. AMOUNT DOES NOT INCLUDE ANY CHANGE ORDER REQUEST SUBMITTED TO GENERAL CONTRACTOR, BUT NOT YET COUNTER-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 \$1,108,026.42 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	\$ -	\$ 316,967.97	\$ 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	\$ -	\$ 16,200.00	\$ -	\$ -
Highway Landscaper	Landscaping	\$ 16,405.09	\$ -	\$ 16,405.09	\$ -	\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 1,136,437.35	\$ -	\$ 1,108,026.42	\$ 28,410.93	\$ -

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

DATE: 2/6/2023

SIGNATURE: Nicholas A Willkomm
February, 2023

Subscribed and sworn to before me this 6th day of _____

* 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.
Notary Commission Expires: 5/15/2024

FINAL WAIVER OF LIEN

For value received, T & T Tree Services LL hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

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

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

T & T Tree Services LL

Chantrel - member 10-28-22
Name - Title Date

FINAL WAIVER OF LIEN

For value received, Highway Landscapers, Inc. hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

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

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

Highway Landscapers, Inc.

Scott Shuster 10/24/2022
Name - Title Date

FINAL WAIVER OF LIEN

For value received, Core & Main hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

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

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

Core & Main

<u>Sam McKeague</u>	Credit Associate	<u>July 7, 2022</u>
Name - Title		Date

FINAL WAIVER OF LIEN

For value received, Reesmans Excavating & Grading hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

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

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

Reesmans Excavating & Grading

 VP. 7-12-2022
Name - Title Date


FINAL WAIVER OF LIEN

For value received, Super Aggregates hereby unconditionally waive **ALL** rights and claims for lien on land and on building about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

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

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

Super Aggregates

 President 6-28-22
Name - Title Date



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

February 6, 2023

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

Subject: Warranty – 2022 Water Main Somers

We, Willkomm Excavating & Grading, Contractor on the subject 2022 Water Main Somers, hereby guarantee for a period of (3) years, commencing 08/26/2022 and ending 08/26/2025, that should any defect due to improper materials or workmanship develop during the prior of the guarantee, the same shall be made good by us without expense to the Village of Waterford.

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

Sincerely,

Nicholas A Willkomm
President

00 61 19
MAINTENANCE BOND FORM
(SAMPLE FORM)

MAINTENANCE/WARRANTY BOND

Know ALL MEN BY THESE PRESENTS. That we Willkomm Excavating & Grading, Inc.
as Principal, and Hudson Insurance Company,
as Surety, are held and firmly bound unto Village of Somers, State of
Wisconsin as Obligee, in the penal sum of
Fifty-Six Thousand Eight Hundred Twenty-One and 87/100--- (\$ 56,821.87) to which
payment well and truly to be made we do bind ourselves, our and each of our heirs, executors,
administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the
Village of Somers, State of Wisconsin
dated March 22, 2022 for
2022 Water Mains

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

WHEREAS, the said Contract has been completed, and was approved on the
26th day of August 2022.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the
Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any
defective materials or workmanship which becomes apparent during the period of
3 year(s) from and after August 26, 2022 then
this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED, AND DATED

Willkomm Excavating & Grading, Inc.

Nicholas A Willkomm

Principal(s)

Hudson Insurance Company
Surety Name

by

Thomas O. Chambers

Thomas O. Chambers, Attorney-in-Fact



**CONSENT OF SURETY
TO FINAL PAYMENT**

G707

(Instructions on reverse side)

Bond No. HSA-MW-4643

TO (OWNER)

(Name and address)

Village of Somers

7511 12th Street

Kenosha, WI 53144

PROJECT:

(Name and address) **2022 Water Mains**

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

AIA DOCUMENT

ARCHITECT'S PROJECT NO:

Contract Date: 3/22/2022

CONTRACT AMOUNT: \$1,136,437.35

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

Hudson Insurance Company

100 William Street, 5th Floor

New York, NY 10038

on bond of

(here insert name and address of Contractor)

SURETY,

Willkomm Excavating & Grading, Inc.

17108 County Line Road

Union Grove, WI 53182

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

(here insert name and address of Owner)

CONTRACTOR,

Village of Somers

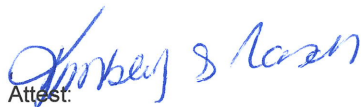
7511 12th Street

Kenosha, WI 53144

as set forth in the said Surety Company's bond.

OWNER,

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 2nd day of February, 2023 (Insert
in writing the month following by the numeric date and year)

Attest:
Seal


Hudson Insurance Company
Surety Company

Signature of Authorized Representative
Title
Thomas O. Chambers, Attorney-in-Fact

INSTRUCTION SHEET

FOR AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT

A. GENERAL INFORMATION

1. Purpose

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

2. Related Documents

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

3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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B. CHANGES FROM THE PREVIOUS EDITION

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

C. COMPLETING G707 FORM

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

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Contractor" or "Mechanical Work".

D. EXECUTION OF THE DOCUMENT

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schaap
of the State of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 3rd day of June, 2022 at New York, New York.



Handwritten signature of Dina Daskalakis

Attest Dina Daskalakis Corporate Secretary

HUDSON INSURANCE COMPANY

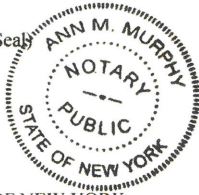
Handwritten signature of Michael P. Cifone

By Michael P. Cifone Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 3rd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Handwritten signature of Ann M. Murphy

ANN MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 2nd day of February, 2023.



Handwritten signature of Dina Daskalakis

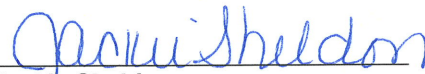
By Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS 2nd day of February, 2023,

before me, a notary public, within and for said County and State, personally appeared Thomas O. Chambers to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the Hudson Insurance Company, a corporation of Delaware, created, organized and existing under and by virtue of the laws of the State of Delaware; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Thomas O. Chambers did acknowledge that he/she executed the said instrument as the free act and deed of said Company.



Jackie Sheldon
Notary Public, **Racine** County, Wisconsin
My Commission Expires **2/13/2023**



NOTEPAD:

HOLDER CODE **BAXTER&**
INSURED'S NAME **Willkomm Excavating & Grading Inc.**

WILLKOM
OP ID: AS

PAGE 2
Date **01/23/2023**

form per the terms of the coverage form. 30 day cancel notice applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. Your premises; or
 - b. Your negligent acts or omissions in connection with "Your work" for that additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
 3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

a. "Bodily injury" or "property damage" occurring after:

- (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage **A.** and Coverage **B.** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION AND/OR NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

Notice of Cancellation and/or Nonrenewal to other Person(s) or Organization(s)

SCHEDULE

Name of Person(s) or Organization(s): Baxter & Woodman, Inc. 256 Pine Street Burlington, WI 53105		
Notice of Cancellation Other Than Nonpayment	Number of Days Notice	30
Notice of Cancellation Nonpayment of Premium	Number of Days Notice	10
Notice of Nonrenewal	Number of Days Notice	60
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

As indicated in the Schedule above, we will mail or deliver written Notice of Cancellation for a statutorily permitted reason and/or Notice of Nonrenewal to the person(s) or organization(s) shown.

Unless a specified number of Days Notice is shown above, the Notice of Cancellation and/or Notice of Nonrenewal does not apply.



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

MEETING DATE: May 9, 2023

TO: Village President Stoner and Village Trustees

PREPARED BY: Brandi Baker, Clerk/Treasurer

AGENDA ITEM: #15 Action on recommendation to approve operator license for Caytlyn Militello

BACKGROUND:

Caytlyn Militello has applied for operators' licenses for the Village. No discrepancies with the applications.

PRIOR ACTION TAKEN:

None.

SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:

Staff recommends approval. In the event that the Village Board agrees with the recommendation to approve applications, a suggested motion would be as follows:

“Motion to approve Operator Licenses: Caytlyn Militello”

ATTACHMENTS:

NONE